

SECOND AMENDMENT TO REVOCABLE TRUST AGREEMENT  
OF MARY FORD KENNERLY

I, Mary Ford Kennerly, do hereby amend the Revocable Trust Agreement heretofore entered into on the 12th day of February, 1980, by and between me, as Grantor, and Robert A. Dennis, as Trustee, which was amended by me and accepted by my Trustee on June 18, 1981, as follows:

1. By deleting in its entirety subparagraph (b) of Paragraph 2, "Dispositive Provisions" of the Revocable Trust Agreement as amended by me on June 18, 1981, and by substituting in lieu thereof the following subparagraph (b):

"(b) After the death of the grantor the Trustee shall divide the corpus of the trust and any accumulated income therein into three equal shares, one for the benefit of each of my daughters, Mary Jean Kennerly Dennis, Margaret Dwight Kennerly, and Julia Kennerly Mendonca. Upon completion of division of the trust estate into three equal shares, and after provision for payment of any debts or estate taxes which might be due with respect to property passing under this trust, the trustee shall distribute to Mary Jean Kennerly Dennis and to Julia Kennerly Mendonca their respective shares of the trust estate and the trust shall terminate as to them. If either Mary Jean Kennerly Dennis or Julia Kennerly Mendonca dies prior to the time for distribution of her share of the trust, then the share of such deceased child shall be distributed as she may have by will directed, or in the absence of such direction to the beneficiaries under her will, or if there is no will then to her heirs at law ascertained as of the date for distribution from this trust. Any part of a share of a deceased daughter passing to a minor child may be distributed by the Trustee to the parent or legal guardian of such minor child to be held by such parent or legal guardian for the benefit of such minor child or children, during minority, as if it were a gift to such minor child under the Uniform Gifts to Minors Act. If Margaret Dwight Kennerly shall have predeceased me without leaving surviving descendants, then her share shall pass in equal parts to my surviving children or their descendants, per stirpes. The share of the trust estate remaining shall continue to be held by the Trustee under this Trust Agreement for the benefit of my daughter, Margaret Dwight Kennerly, during her lifetime. The income therefrom shall be distributed to her in convenient intervals, not less frequently than annually. In addition, the Trustee, in his sole discretion, may encroach upon the principal of the trust, even to the exhaustion thereof, if necessary for the reasonable support, care and maintenance of the beneficiary during her lifetime. At the death of Margaret Dwight Kennerly, if she shall have survived me, her share of the trust estate shall be distributed to whomever she may have appointed by her last will and testament. If her power to appoint by will is not exercised, then the trust estate shall, upon her death, be distributed equally to her two sisters, Mary Jean Kennerly Dennis and Julia Kennerly Mendonca, or to the estate of any deceased sister."

05/15/1995-12614  
10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HCD 13.50

Inst # 1995-12614

SECOND AMENDMENT TO REVOCABLE TRUST AGREEMENT  
OF MARY FORD KENNERLY

I acknowledge and intend that the effect of this amendment, and the amendment dated June 18, 1981, is to delete the provision of subparagraph (b) of paragraph 2, "Dispositive Provisions" as set out in both the original Revocable Trust Agreement dated February 12, 1980, and the amendment dated June 18, 1981 and substitute therefor the above subparagraph (b).

2. By adding the following subparagraph (f) to paragraph 5,

General Provisions:

"(f) In the event that any beneficiary of this trust, either before or after my death, shall initiate, enter into, or join any legal proceedings or court action contesting the validity of either my Last Will and Testament or this Revocable Trust Agreement (as amended) or questioning in any way my capacity to execute such documents or seeking to prevent any dispositive provision thereof from being carried out in accordance with the terms contained therein, then the provisions of this Trust with respect to such beneficiary shall be revoked and such beneficiary shall take nothing and be entitled to nothing under this Trust. In any such events, the provisions of this Trust shall be applied as though that beneficiary had died intestate immediately following my death."

In all other respects, I ratify and confirm all of the provisions of the original Revocable Trust Agreement executed by me on February 12, 1980 as amended hereby.

IN WITNESS WHEREOF, I have executed this Amendment on this the 19th day of November, 1983.

Mary Ford Kennerly  
Mary Ford Kennerly, Grantor

WITNESS:

Robert A. Dennis  
Ginny L. Hall

Receipt and approval of the foregoing Second Amendment to the Revocable Trust Agreement of MARY FORD Kennerly is acknowledged this 19th day of November, 1983.

Robert A. Dennis  
Robert A. Dennis, Trustee

WITNESS:

Robert A. Dennis  
Ginny L. Hall

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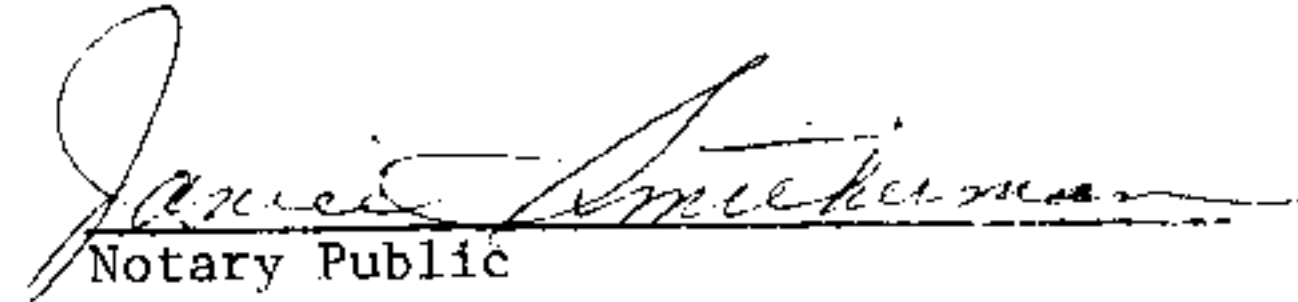
OF MARY FORD KENNERLY

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a notary public in and for said county, in said State, hereby certify that MARY FORD KENNERLY, with whom I am acquainted, personally appeared before me and acknowledged that she voluntarily executed the foregoing instrument for the purposes expressed therein.

Given under my hand and official seal this 19<sup>th</sup> day of November, 1983.

  
Notary Public

My Commission Expires:

5/26/86

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