

DECLARATION OF TRUST

I, Nina Joseph McCord, of Shelby County, Alabama, hereby transfer the property described in Schedule A attached hereto to Nina Joseph McCord ("Trustee"), of Shelby County, Alabama, in trust to hold such property and all substitutions therefor and additions thereto for my benefit during my lifetime, and thereafter for the benefit of others, as follows:

ARTICLE I. DISTRIBUTION DURING SETTLOR'S LIFETIME

Distribution of Income

1.01 The Trustee shall pay me during my lifetime the net income of the Trust Estate, in monthly installments, or as I shall direct from time to time.

Payment of Principal

1.02 The Trustee shall distribute to me as much of the principal of the Trust Estate as I shall request from time to time in writing.

ARTICLE II. DISTRIBUTION AT DEATH OF SETTLOR

Termination of Trust and Distribution

2.01 On my death, the Trustee shall divide the Trust Estate into equal shares, one each for my children Britney Shay McCord and Joseph Taylor McCord, if they are then living, and one for each group of then living descendants of a deceased child of mine. Each share allocated to a living child shall remain in trust subject to the provisions set out below. Each share allocated to a group composed of the living issue of a deceased child shall be distributed to those issue by right of representation absolutely, free of trust, and the trust shall terminate as to that share.

Trust for Children

2.02 If either of my children is, at the time of my death, under the age of 35, the Trustee shall hold his share of the Trust Estate in a separate trust. Income shall be accumulated and the Trustee shall apply for the benefit of such child's support, comfort, health, education, and welfare as much of that child's share of the Trust Estate as the Trustee in the Trustee's sole discretion may determine, guided by the following principles:

- ◆ Each child is to be educated and dressed in accordance with upper class standards
- ◆ Each child is to be encouraged to and given assistance to attend church regularly
- ◆ Each child, upon reaching college age, is to be furnished an

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automobile of upper class category

- ◆ After college, or at another appropriate time, each child is to be given a sum of cash to begin housekeeping (\$3,000.00 to \$5,000.00)
- ◆ The Trustee need not reveal to the children the benefits each is to receive under this trust

Other Income of Child

2.03 In exercising his discretionary authority under Section 2.02 to make payments from the net income or principal of the Trust Estate to or for the benefit of any child, the Trustee shall take into consideration any income or other means of care, maintenance, support, or education available to such child from sources outside this trust that may be known to the Trustee, especially the children's father.

Distributions in Kind or Cash and Termination

2.04 Subject to the specific limitations and directions set out below, on any division or partial or final distribution of the property of the Trust Estate as provided in this Declaration of Trust, the Trustee, in his discretion, may divide and distribute such property in kind, may divide or distribute undivided interests in such property, or may sell part of the property of the Trust Estate and make division or distribution in cash or partly in cash and partly in kind. The decision of the Trustee, either prior to or on any distribution of the Trust Estate, as to what constitutes a proper division of the Trust Estate shall be binding on all beneficiaries. Distributions to children are to be made as follows:

- ◆ Land may be distributed partially or entirely to the children jointly at any time after my death, provided the Trustee determines that sufficient assets remain in the Trust to carry out the provisions of the Trust, and provided further that the conveyance to the children contain a condition that the land may not be sold until each child reaches the age of 35 (such condition to be void should a child die before reaching the age of 35)
- ◆ Jewelry; furs; Lenox "Autumn" china; $\frac{1}{2}$ of the contents of the old money pouch (located in a safe) given to me by my father, Louis D. Joseph, to be treasured in her lifetime as it was in mine; and her portrait may be distributed to Britney Shay McCord at her request after she reaches the age of 21
- ◆ Collectibles; map of the territories 1936 (6' x 6'); picture of log cabin woodcutter 1901; Buffalo nickels; $\frac{1}{2}$ of the contents of the old money pouch (located in a safe) given to me by my father, Louis D. Joseph, to be treasured in his lifetime as it was in mine; and his portrait may be distributed to Joseph Taylor McCord at his request after he reaches the age of 21
- ◆ If the house is vacated, furniture and household items may

be distributed to the children jointly, but if either is under the age of 21 or do not wish to take possession at that time, then the furniture and household items shall be stored at the expense of the children or the Trust

- ♦ Cash disbursements other than as provided in Section 2.02 may be made only upon presentation of a bona fide invoice, receipt, or other document providing justification, and such distribution is still subject to the discretion of the Trustee

All property remaining undistributed shall not be converted to cash, but shall be distributed to each child as he or she reaches the age of 35, and his or her share of the trust shall terminate. If a child should die prior to reaching the age of 35, his or her share shall be distributed to the living descendants of such child absolutely, free of trust, by right of representation, or if there are none, to my surviving child subject to this trust.

Payments to Minors

2.05 In any case where payment is to be made to or for the benefit of a minor, the Trustee may make such payment directly to the minor as an allowance, or to the parent or guardian of the minor, or to any other person having the care and control of the minor or with whom the minor may reside, and the receipt of any such person for any such payment shall be a complete discharge of the Trustee as to the amounts so paid.

ARTICLE III. RIGHT OF REVOCATION AND AMENDMENT AND MANAGEMENT POWERS

Revocation and Amendment

3.01 I reserve the right at any time to revoke or amend this instrument in whole or in part in writing delivered to the Trustee. No amendment shall substantially increase the duties or liabilities of the Trustee without the Trustee's written consent. The Trustee shall deliver to me, absolutely and free of trust, any assets of the Trust Estate as I may direct in writing.

Retention of Management Powers

3.02 Notwithstanding any other provision of this Trust Agreement, until the I die, am declared incompetent, or deliver written notice to the Trustee surrendering this right, I retain the right and power to administer the Trust Estate, including the management, disposition, and investment of property of the Trust Estate. I also retain the right to reside in any residence which may be a part of the Trust Estate. However, all trust income received under my management or the Trustee's management shall be payable to and receiptable by the Trustee, and the Trustee shall file all income tax returns for the Trust.

Power to Borrow Money From Trust Estate

3.03 Notwithstanding any other provision of this Declaration of Trust, I may at any time and from time to time while living and competent borrow from the income or principal of the Trust Estate, with or without security, such amounts on such terms as I may desire.

Right of Spouse to Reside in House

3.04 My husband, Kenneth L. McCord, provided he is my husband at my death, may continue to reside in the house until he dies, remarries, cohabitates with another, or until his personal behavior or habits become negligent or in any way harmful to my children, as determined in the discretion of the Trustee. Upon the occurrence of any one of these events, he must vacate the house upon two weeks notice from the Trustee, and the Trustee may then close the house, rent it, or allow the children to live there provided they are over the age of 21.

ARTICLE IV. POWERS OF TRUSTEE

In order to carry out the purposes of this Declaration of Trust, the Trustee, in addition to all other powers granted by law, shall have the following powers and discretions:

4.01 To continue to hold any and all property received by the Trustee or subsequently added to the Trust Estate or acquired pursuant to proper authority if and as long as the Trustee, in exercising reasonable prudence, discretion, and intelligence, considers that the retention is in the best interests of the trust.

4.02 To invest and reinvest in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common, which men of prudence, discretion, and intelligence acquire for their own accounts.

4.03 To exercise, respecting securities held in the Trust Estate, all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust Estate.

4.04 To hold securities or other trust property in the name of the Trustee as Trustee under this Declaration of Trust or in the Trustee's own name or in the name of a nominee or in such conditions where ownership will pass by delivery.

4.05 To continue and operate, to sell or to liquidate, as the Trustee deems advisable, at the risk of the Trust Estate, any business or partnership interests received by the Trust Estate and to organize a corporation to continue any business.

4.06 To sell for cash or on deferred payments and on such terms and conditions as are deemed appropriate by the Trustee, whether at public or private sale, to exchange, and to convey any property of the Trust Estate, except the land or house shall not be sold unless there are no other assets available to the Trustee.

4.07 On any division of the Trust Estate into separate shares or trusts, to make joint investments with funds from some or all of the several shares or trusts, but the Trustee shall keep separate accounts for each share or trust.

4.08 To have the right to collect, in the Trustee's discretion, any amount owed to me by McCord Excavating Co., without having the obligation to do so.

4.09 To grant an option involving disposition of a trust asset and to take an option for the acquisition of any asset by the Trust Estate, except the house.

4.10 To lease any real or personal property of the Trust Estate for any purpose for terms within the duration of the Trust.

4.11 To manage, control, improve, and repair real and personal property belonging to the Trust Estate.

4.12 To improve any trust property; to make or obtain the vacation of plats and adjust boundaries; and to dedicate land or easements to public use with or without consideration.

4.13 To make ordinary and extraordinary repairs and alterations in buildings or other trust property, to demolish and improvements, to raze party walls or buildings, and to erect new party walls or buildings as the Trustee deems advisable.

4.14 To procure and carry at the expense of the Trust Estate insurance of the kinds, forms, and amounts deemed advisable by the Trustee to protect the Trust Estate and the Trustee against any hazard.

4.15 To enforce any mortgage or pledge held by the Trust Estate and to purchase at any sale thereunder any property subject to any such mortgage or pledge.

4.16 To extend the time of payment of any note or other obligation held in the Trust Estate, including accrued or future interests, in the discretion of the Trustee.

4.17 To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the Trust Estate.

4.18 To commence or defend at the expense of the Trust Estate any litigation affecting the trust or any property of the Trust Estate deemed advisable by the Trustee.

4.19 To pay all taxes, assessments, compensation of the trustee, and all other expenses incurred in the collection, care, administration, and protection of the Trust Estate.

4.20 To employ any attorney, investment advisor, accountant, broker, tax specialist, or any other agent deemed necessary in the discretion of the Trustee; and to pay from the Trust Estate reasonable compensation for all services performed by any of them.

4.21 To do all the acts, to take all the proceedings, and to exercise all the rights, powers, and privileges which an absolute owner of the property would have, subject always to the discharge of its fiduciary obligations. The enumeration of certain powers in this Declaration of Trust shall not limit the general or implied powers of the Trustee; the Trustee shall have all additional powers that may be necessary to enable the Trustee to administer the trust in accordance with the provisions of this Declaration of Trust, subject to any limitations specified in this Declaration of Trust.

ARTICLE V. DUTIES AND COMPENSATION OF TRUSTEE

Allocation of Income and Principal

5.01 The Trustee shall determine what is income and what is principal of each trust created under this Declaration of Trust, and what expenses, costs, taxes, and charges of any kind whatsoever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the State of Alabama as they now exist and may from time to time be enacted, amended, or repealed.

Relations With Trustee

5.02 No one dealing with the Trustee need inquire concerning the validity of anything he purports to do, or need see to the application of any money paid or any property transferred to or upon the order of the Trustee.

Limitation of Trustee's Liability

5.03 No Trustee appointed under this Declaration of Trust shall at any time be held liable for any action or default of himself or his agent or of any other person in connection with the administration of the Trust Estate, unless caused by his own gross negligence or by a willful commission by him of an act in breach of trust.

Compensation

5.04 I hereby waive all fees for my services as Trustee hereunder, should I serve as Trustee. All other Trustees shall not be entitled to compensation for their services as Trustees.

Bond

5.05 No bond shall be required of the original Trustee hereunder or of any successor Trustees.

Successor Trustee

5.06 The Trustee shall have the right to resign at any time. Upon the resignation, death, incapacity, or removal of the Trustee, the Settlor shall appoint a successor Trustee. In the event of the failure, refusal, or inability of the Settlor to appoint such a successor Trustee, the following shall serve as Co-Trustees: Johnella Joseph and Gail J. Owen. The following shall serve as successor Co-Trustees, it being my intention that two persons serve as Co-Trustees in the event of my failure, refusal, or inability to appoint a successor Trustee: Douglas Joseph, Anthony Joseph, Rev. Alvin M. Stinson, Glenda J. Stinson, Townley Owen, and Tara Owen. A successor Trustee shall not be liable for the acts or omissions of a predecessor Trustee.

ARTICLE VI. SPENDTHRIFT PROVISION

No interest in income or principal shall be alienated, encumbered, or otherwise disposed of by any beneficiary while in the possession and control of the Trustee, and if any beneficiary should attempt to alienate, encumber, or dispose of all or part of the income or grants of principal before the same has been delivered by the Trustee, or if by reason of bankruptcy or insolvency or any attempted execution, levy, attachment, or seizure of any assets remaining in the hands of the Trustee under claims of creditors or otherwise, all or any part of such income or principal might fail to be enjoyed personally by any beneficiary or might vest in or be enjoyed by some other person, then such interest shall terminate. Thereafter, the Trustee may pay to or for the benefit of such beneficiary such income or principal comprising such interest as the Trustee, in the Trustee's discretion, shall deem proper until such beneficiary dies. Thereupon, the trust estate or part affected shall be held or distributed as hereinabove provided for disposition upon the death of such beneficiary; if not hereinabove provided, distribution shall be to such persons as would take and in the proportions they would take such beneficiary's estate under the Alabama laws of descent and distribution then in effect.

ARTICLE VII. CONSTRUCTION OF TRUST

Governing Law

7.01 This Declaration of Trust shall be governed by the laws of the State of Alabama.

Severability

7.02 If any part, clause, provision, or condition of this Declaration of Trust is held to be void, invalid, or inoperative, such voidness, invalidity, or inoperativeness shall not affect any other clause, provision, or condition hereof; but the remainder of this Declaration of Trust shall be effective as though such clause, provision, or condition had not been contained herein.


Interpretative Clause

7.03 As used in this Declaration of Trust, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

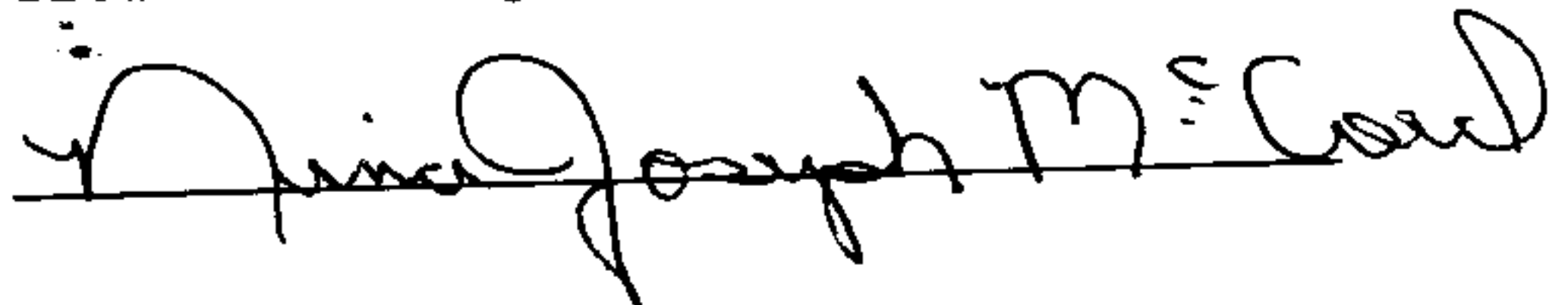
Final Termination

7.04 Unless sooner terminated in the manner herein provided, this Trust shall terminate on the date 21 years after the death of the last surviving issue of the Settlor living at the time of execution of this Declaration of Trust. On such termination, the trust estate shall be distributed to the then beneficiaries in proportion to their interests in the Trust Estate.

Executed on this 12th day of April, 1994.


Nina Joseph McCord, Settlor

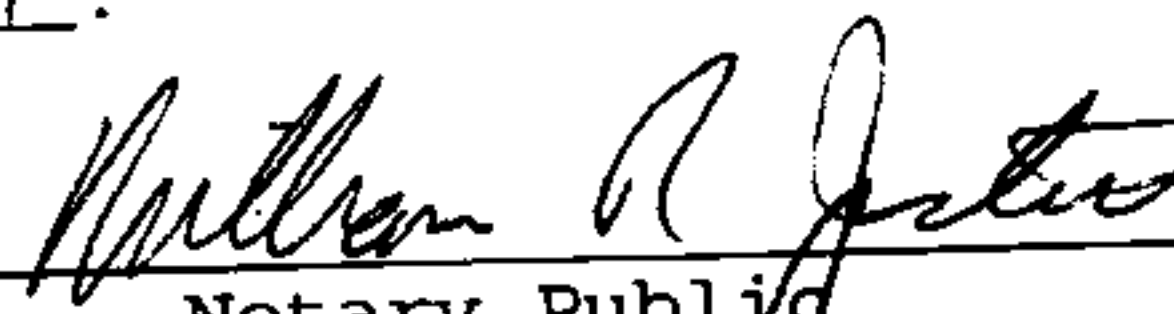
Trustee hereby accepts said trust:



STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, Notary Public in and for said County and State, hereby certify that Nina Joseph McCord whose name is signed to the foregoing document and who is known to me, acknowledged before me on the 12th day of April, 1994, that being informed of the contents of the document, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of April, 1994.


Notary Public

Schedule A to Declaration of Trust
by Nina Joseph McCord

1. The following described real estate:

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 20 South, Range 1 West; W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 20 South, Range 1 West; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 20 South, Range 1 West; and the North 561 feet of the N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 20 South, Range 1 West, lying West of County Highway No. 39; situated in Shelby County, Alabama

2. Prudential Life Insurance Policy No. OD201YI, on the life of Nina Joseph McCord

3. IBM IRA accounts, no. 037042101

4. IBM vested retirement rights, if any

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