

STATE OF ALABAMA
COUNTY OF PERRY
NOTARY PUBLIC

2008 JUN 27 PM 11:13

ELDORA ANDERSON
JUDGE OF PROBATE

STATE OF ALABAMA - PERRY COUNTY - I certify this
Instrument was filed in my office for record on
the 27 day of June, 2008 at
11:53 o'clock A M. and recorded in Book
12 Page 574 Priv. Tax
Recorded 67.00 + County Fee \$10.00
Eldora Anderson, Judge of Probate

ARTICLES OF MERGER
OF
THE S. E. BELCHER, JR. FOUNDATION DATED SEPTEMBER 13, 1979
INTO
THE S. E. BELCHER, JR. PRIVATE FOUNDATION NO. 3
DATED JUNE 9, 2005

Pursuant to the laws of the State of Alabama, the undersigned Trusts adopt the following Articles of Merger for the purpose of merging The S. E. Belcher, Jr. Foundation dated September 13, 1979, with and into The S. E. Belcher, Jr. Private Foundation No. 3 Trust Agreement dated June 9, 2005.

FIRST: The name of the surviving foundation trust is The S. E. Belcher, Jr. Private Foundation No. 3 Trust Agreement dated June 9, 2005.

SECOND: The name of the merged foundation trust is The S. E. Belcher, Jr. Foundation dated September 13, 1979.

THIRD: The following Plan of Merger was authorized and approved by the Trustee of each of the undersigned foundation trusts in the manner prescribed by the laws of the State of Alabama, including but not limited to Section 19-3B-417 of the Code of Alabama, as amended:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

FOURTH: Trustee approval of the merger was required by the Trustee of both the merged foundation trust and the surviving foundation trust.

FIFTH: The foundation trusts do not have any "qualified beneficiaries" as said term is defined under the Code of Alabama.

SIXTH: The merger of the foundation trusts does not impair rights of any beneficiary or adversely affect achievement of the purposes of either foundation trust.



20080630000897520 1/21
Bk: LR200807 Pg:28982
Jefferson County, Alabama

I certify this instrument filed on
06/30/2008 12:00:54 PM NOTICE
Judge of Probate- Alan L. King



20080630000266010 1/21 \$71.00
Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

BOOK 12

PAGE 574

Recorded In RPB BK 217 Pg 296, 06/27/2008 10:49:05 AM Recording Fee 69.50, TOTAL 69.50
Jerry C. Pow, Probate Judge, Bibb County, Alabama

SEVENTH: These Articles of Merger shall be effective upon filing with the Judge of Probate
for Bibb County, Alabama.

(Signature Pages to Follow)

RPB 217 297


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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

DATED this the 16 day of ~~April~~^{May}, 2008.

SYNOVUS TRUST COMPANY, N.A. d/b/a
CANTERBURY TRUST, Trustee of
The S. E. Belcher, Jr. Foundation dated
September 13, 1979

By: Melanie L. Nichols
Melanie L. Nichols
As Its Vice President

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that Melanie L. Nichols, whose name as Vice President of Synovus Trust Company, N.A., d/b/a Canterbury Trust, as Trustee of The S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of the said banking company.

May GIVEN under my hand and official seal of office on this the 16th day of May, 2008.

[Signature]

Notary Public in and for the
State of Alabama at Large
My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 30, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITING



20080630000266010 3/21 \$71.00
Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

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FPB 217 298

BOARD OF GOVERNORS of the S. E. Belcher, Jr.
Foundation dated September 13, 1979:

Alan H. Belcher DVM
Alan H. Belcher

STATE OF ALABAMA)
BIBB COUNTY)

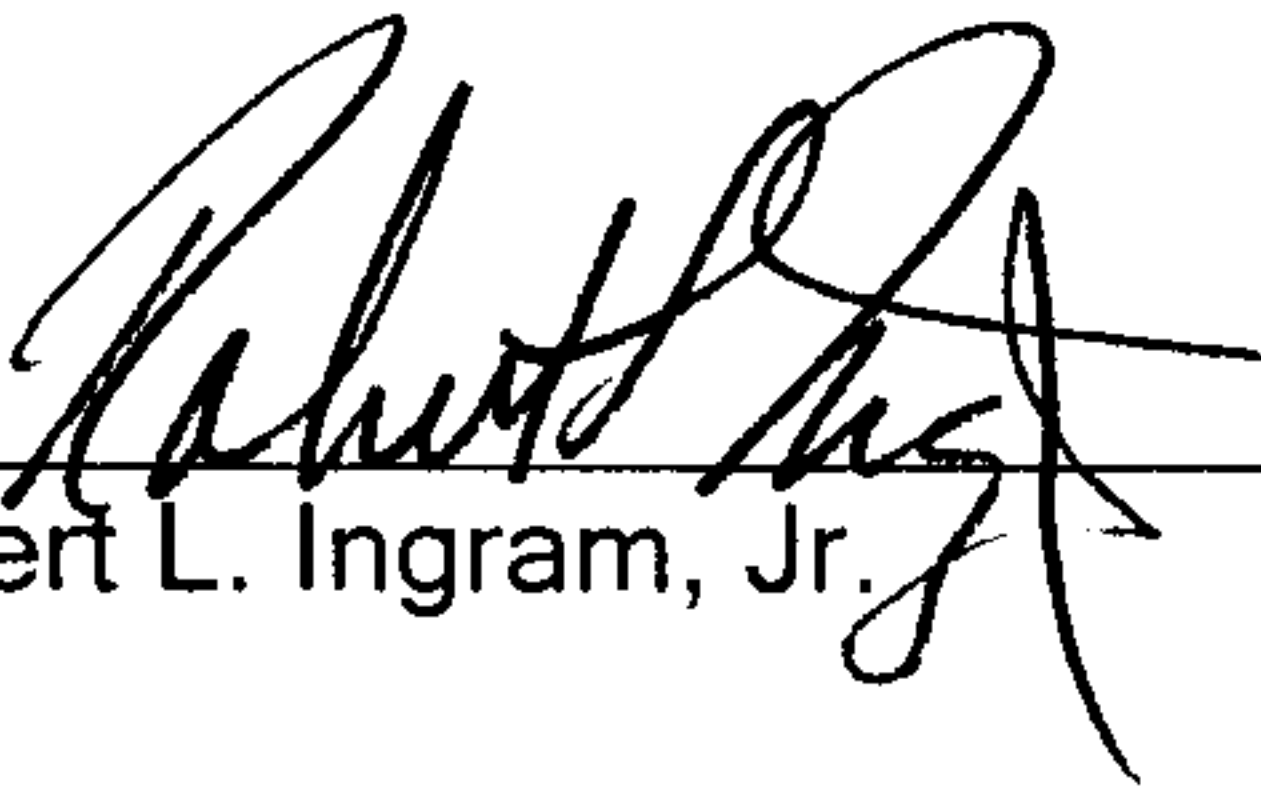
I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that Alan H. Belcher, whose name as Governor of the Board of Governors of The S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 29th day of April, 2008.

Donna Rogers
Notary Public in and for the
State of Alabama at Large
My Commission Expires August 22, 2008

APB 217 299

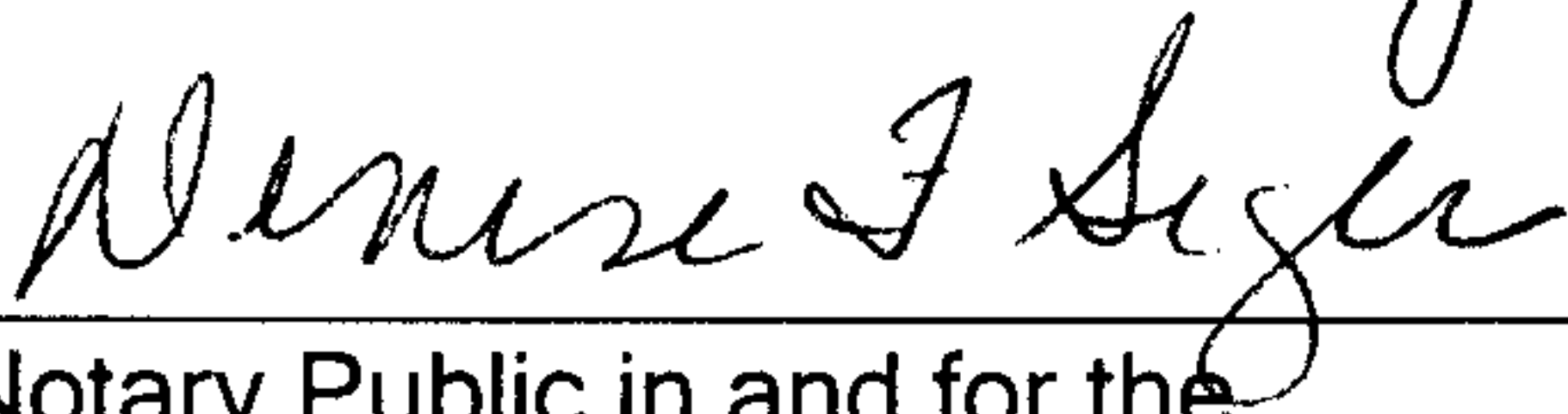

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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT


Robert L. Ingram, Jr.

STATE OF ALABAMA)
 :
TUSCALOOSACOUNTY)

I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that Robert L. Ingram, Jr., whose name as Governor of the Board of Governors of The S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 5th day of May,
2008.


Notary Public in and for the
State of Alabama at Large
My Commission Expires 11/14/09

FPB 217 300


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Shelby Cnty Judge of Probate, AL
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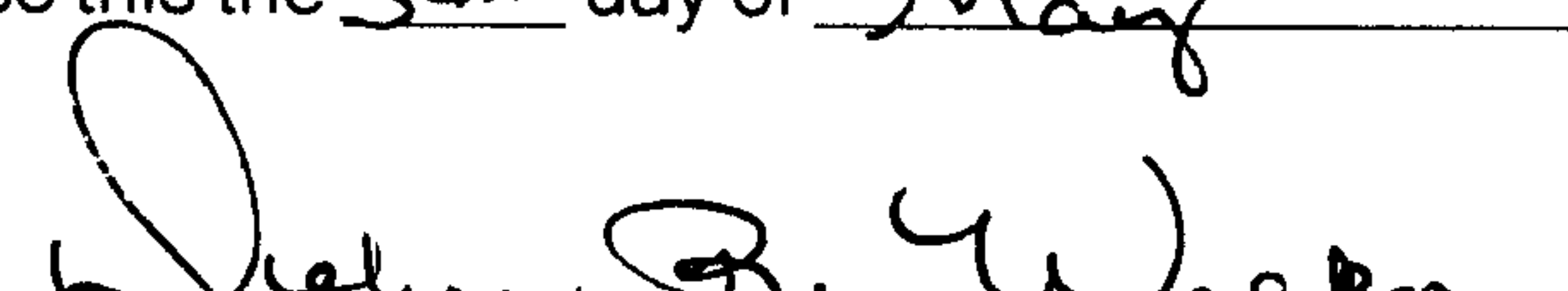

William T. Watson

STATE OF ALABAMA)

Tuscaloosa COUNTY)

I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that William T. Watson, whose name as Governor of the Board of Governors of the S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 5th day of May, 2008.


Notary Public in and for the
State of Alabama at Large
My Commission Expires 11/21/09

FPB 217 301



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Shelby Cnty Judge of Probate, AL
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SYNOVUS TRUST COMPANY, N.A. d/b/a
CANTERBURY TRUST, Trustee of
The S. E. Belcher, Jr. Private Foundation No. 3
Trust Agreement dated June 9, 2005

By: Melanie L. Nichols
Melanie L. Nichols
As Its Vice President

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that Melanie L. Nichols, whose name as Vice President of Synovus Trust Company, N.A., d/b/a Canterbury Trust, as Trustee of The S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of the said banking company.

May GIVEN under my hand and official seal of office on this the 16 day of _____, 2008.

[Signature]
Notary Public in and for the
State of Alabama at Large
My Commission Expires Oct 30, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 30, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

BOARD OF GOVERNORS of The S. E. Belcher, Jr.
Private Foundation No. 3 Trust Agreement dated
June 9, 2005:

Alan H. Belcher
Alan H. Belcher

STATE OF ALABAMA)
 :
BIBB COUNTY)

I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that Alan H. Belcher, whose name ~~is~~ Governor of the Board of Governors of The S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this document, he executed the same voluntarily on the day the same bears date.

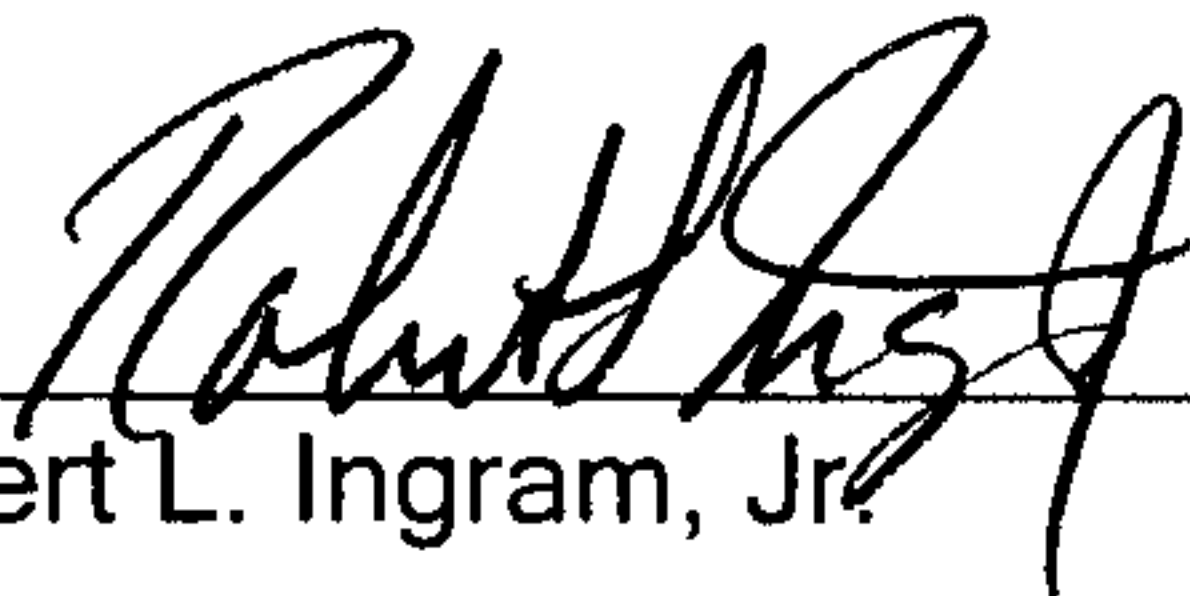
Given under my hand and official seal of office this the 29th day of April,
2008.

Wanna Rogers
Notary Public in and for the
State of Alabama at Large
My Commission Expires August 22, 2008

RPB 217 303



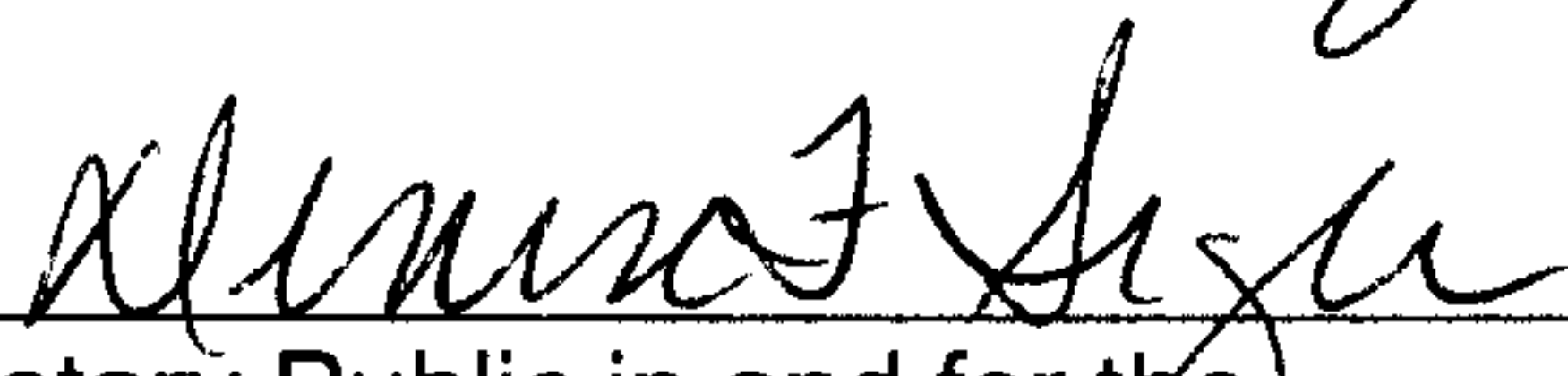
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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT


Robert L. Ingram, Jr.

STATE OF ALABAMA)
 :
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that Robert L. Ingram, Jr., whose name as Governor of the Board of Governors of The S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 5th day of May,
2008.


Notary Public in and for the
State of Alabama at Large
My Commission Expires 11/14/09

RPB 217 304


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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT



William T. Watson

STATE OF ALABAMA)

~~TUSCALOOSA~~ COUNTY)

I, the undersigned authority, a Notary Public in and for the said State of Alabama at Large, do hereby certify that William T. Watson, whose name as Governor of the Board of Governors of the S. E. Belcher, Jr. Foundation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 5th day of May, 2008.



Notary Public in and for the
State of Alabama at Large

My Commission Expires 11/2/09

P:\dsigler\Belcher\FOUNDATION ARTICLES OF MERGER.wpd



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EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER OF FOUNDATION TRUSTS

THIS AGREEMENT AND PLAN OF MERGER is dated April 29, 2008, and is made by and between The S. E. Belcher, Jr. Foundation dated September 13, 1979 (the "Foundation Trust No. 1") and The S. E. Belcher, Jr. Private Foundation No. 3 Trust Agreement dated June 9, 2005 (the "Foundation Trust No. 3"), both foundation trusts being formed and governed by laws of the State of Alabama.

WHEREAS, the Trustee of Foundation Trust No. 1 and the Trustee of Foundation Trust No. 3 have approved this Agreement and Plan of Merger (the "Merger Agreement") providing for the merger of Foundation Trust No. 1 with and into Foundation Trust No. 3 upon the terms and subject to the conditions herein; and

WHEREAS, the Trustee of the Foundation Trust No. 1 and the Trustee of Foundation Trust No. 3 deem the merger of the Foundation Trust No. 1 with and into Foundation Trust No. 3 on the terms herein set forth to be desirable and in the best interests of their respective foundation trusts and have approved the Merger Agreement;

NOW, THEREFORE, in accordance with the applicable provisions of the Code of Alabama, as amended, specifically including but not limited to Section 19-3B-417, it is agreed that Foundation Trust No. 1 shall be merged with and into Foundation Trust No. 3 which shall be the surviving trust, and that the plan, terms, and conditions of such merger shall be as follows:

ARTICLE I
THE MERGER

Section 1.01 Merger. At the Effective Date (as defined below), Foundation Trust No. 1 shall be merged with and into Foundation Trust No. 3 and the separate existence of Foundation Trust No. 1 shall cease, and Foundation Trust No. 3 as the surviving Foundation Trust (hereinafter the "Surviving Foundation Trust") shall continue to exist by virtue of, and shall continue to be governed by, the laws of the State of Alabama.

Section 1.02 Effective Time of Merger. As soon as practicable after the execution of this Merger Agreement, appropriate Articles of Merger shall be prepared and executed by Foundation Trust No. 1 and Foundation Trust No. 3. Such Articles of Merger shall be immediately filed with the office of the Judge of Probate for Bibb County, Alabama and in any county of any state or country that the foundation trusts owns real property. The merger contemplated herein shall become effective on the date that the Articles of Merger are filed with the Judge of Probate for Bibb County, Alabama (the "Effective Date").

ARTICLE II
GOVERNING INSTRUMENTS OF SURVIVING TRUST

From and after the Effective Date, the terms and provisions of Foundation Trust No. 3 shall govern in lieu of the terms and provisions of Foundation Trust No. 1.

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ARTICLE III MANAGEMENT OF SURVIVING FOUNDATION TRUST

From and after the Effective Date, the Trustee and Board of Governors of Foundation Trust No. 3 shall constitute and serve as the Trustee and Board of Governors of the Surviving Foundation Trust until (i) their successors have been duly elected and qualified in accordance with the provisions of Foundation Trust No. 3, as in effect from time to time, and with the Code of Alabama, or (ii) their earlier death, resignation or removal.

ARTICLE IV TERMINATION

Section 4.01 Termination. This Merger Agreement may be terminated for any reason at any time prior to the Effective Date by resolution of the Trustee of either the Foundation Trust No. 1 or Foundation Trust No. 3.

Section 4.02 Effect of Termination. In the event of termination of this Merger Agreement and the merger pursuant to the foregoing provisions of Section 4.01 hereof, this Merger Agreement shall become void and have no effect, without any liability on the part of any party.

ARTICLE V RIGHTS AND LIABILITIES UPON MERGER

Section 5.01 Rights and Liabilities of Merged Foundation Trusts. After the Effective Date the Surviving Foundation Trust shall possess all the rights, privileges, immunities, powers, licenses and franchises, public or private, of Foundation Trust No. 1 and Foundation Trust No. 3; and all property and assets of every kind and description including, without limitation, real property, mineral rights, and personal property, shall be vested in and be held and enjoyed by the Surviving Foundation Trust without further act or deed; and the Surviving Foundation Trust shall thenceforth be responsible and liable for all the liabilities and obligations of Foundation Trust No. 1 and Foundation Trust No. 3; and any claim existing or action or proceeding pending by or against either Foundation Trust may be prosecuted as if the merger had not taken place.

Section 5.02 Reorganization. It is the intent of the parties hereto that the merger of the Foundation Trusts shall qualify as a combination or merger described in the Code of Alabama, specifically including but not limited to Section 19-3B-417.

ARTICLE VI GENERAL PROVISIONS

Section 6.01 Headings. The Article and Section headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 6.02 Notices. Any notice or election required or permitted to be given or served by any party hereto upon any other party shall be deemed given or served in accordance with the provisions of this Agreement when personally delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid or delivered by a courier who guarantees overnight delivery, properly addressed as follows:

The S. E. Belcher, Jr. Foundation
c/o Synovus Trust Company, N.A. d/b/a
Canterbury Trust


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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

The S. E. Belcher, Jr. Private Foundation No. 3
c/o Synovus Trust Company, N.A. d/b/a
Canterbury Trust

Section 6.03 Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

Section 6.04 Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

Section 6.05 Entire Agreement; Modification. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties.

(Signature Pages to Follow)

FPB 217 308

IN WITNESS WHEREOF, the parties hereto have entered into this Merger Agreement as of the day and year first set forth above.

SYNOVUS TRUST COMPANY, N.A. d/b/a
CANTERBURY TRUST, Trustee of
The S. E. Belcher, Jr. Foundation dated
September 13, 1979

By: Melanie L. Nichols
Melanie L. Nichols
As Its Vice President

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RPB 217 309



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Shelby Cnty Judge of Probate, AL
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PAGE 587

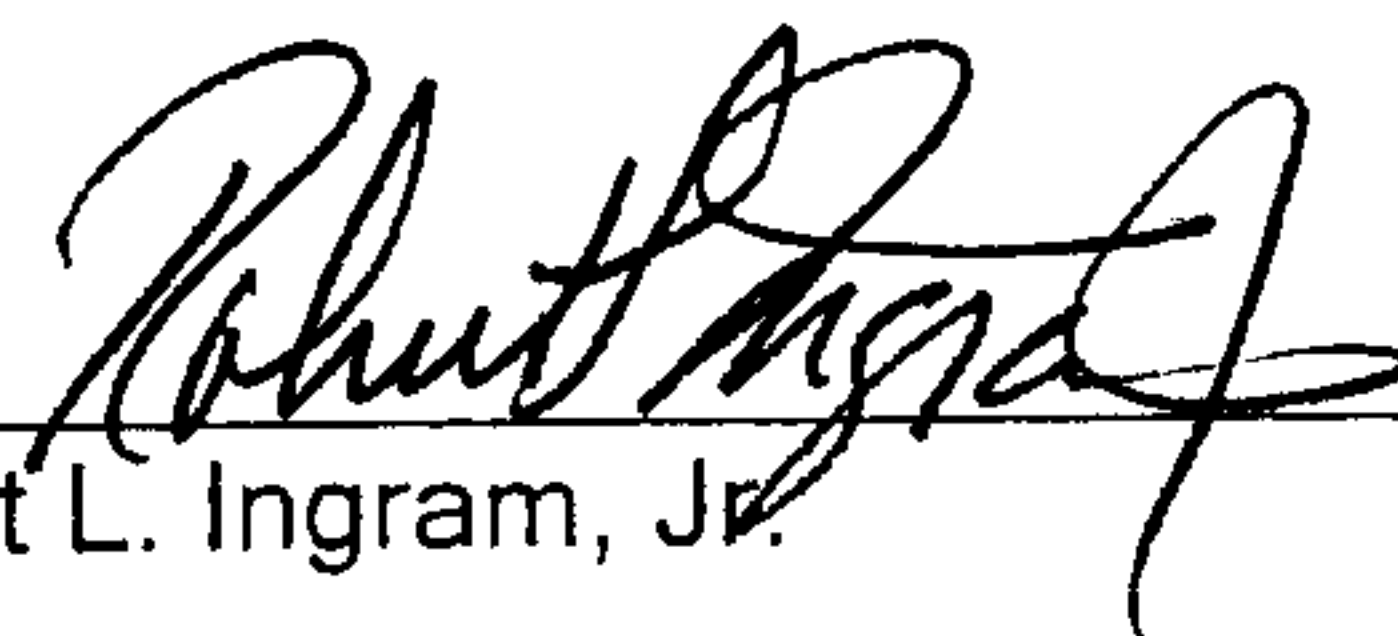
BOARD OF GOVERNORS of The S. E. Belcher, Jr.
Foundation dated September 13, 1979:

Alan H. Belcher
Alan H. Belcher

RPB 217 310


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Shelby Cnty Judge of Probate, AL
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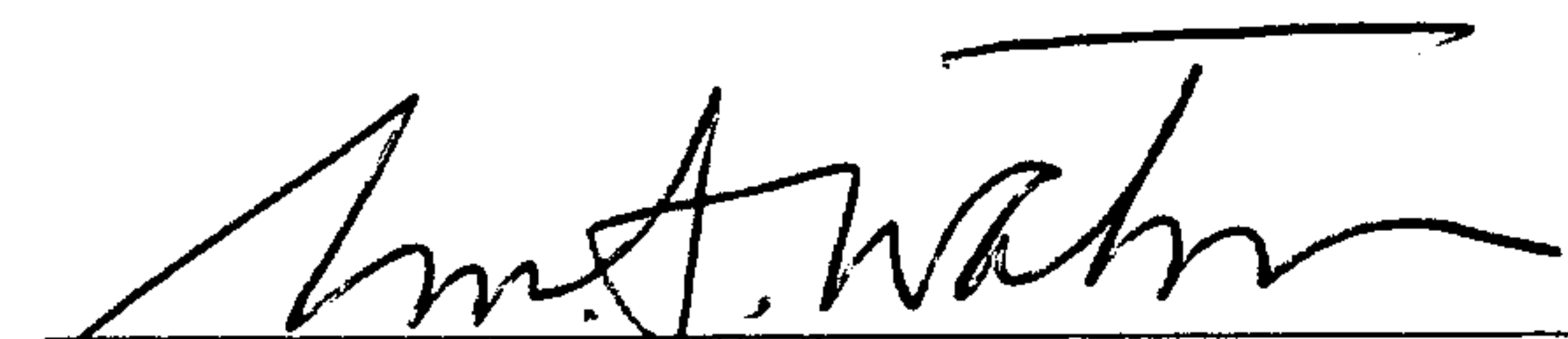

Robert L. Ingram, Jr.

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Shelby Cnty Judge of Probate, AL
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William T. Watson

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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

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SYNOVUS TRUST COMPANY, N.A. d/b/a
CANTERBURY TRUST, Trustee of
The S. E. Belcher, Jr. Private Foundation No. 3
dated June 9, 2005

By: Melanie L. Nichols
Melanie L. Nichols
As Its Vice President

FPB 217 313



20080630000266010 18/21 \$71.00
Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

BOARD OF GOVERNORS of The S. E. Belcher,
Jr. Private Foundation No. 3 dated June 9, 2005

Alan H. Belcher DVM
Alan H. Belcher

FPB 217 314



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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

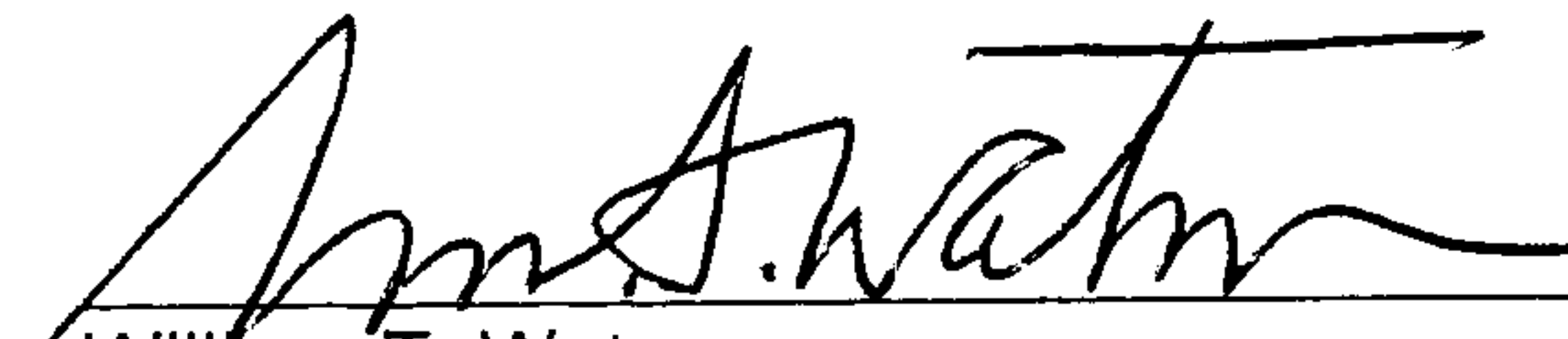

Robert L. Ingram, Jr.

FPB 217 315



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Shelby Cnty Judge of Probate, AL
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William T. Watson

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RPB 217 316


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Shelby Cnty Judge of Probate, AL
06/30/2008 02:36:10PM FILED/CERT

20080630000897520 21/21
Bk: LR200807 Pg:28982
Jefferson County, Alabama
06/30/2008 12:00:54 PM NOTICE
Fee - \$54.50

Total of Fees and Taxes-\$54.50
LYNN

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