

CERTIFICATION OF TRUST

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Each of the undersigned, **Emily Caroline Raughley Wise and Melinda M. Mathews** (each singularly an "Affiant" or "Trustee" and collectively the "Affiants" or "Trustees"), as a trustee under the Caroline M. Raughley Revocable Management Trust dated March 29, 1990, as last restated pursuant to the Restatement of Caroline M. Raughley Revocable Management Trust Originally Dated March 29, 1990, dated March 30, 2005, and further amended by First Amendment thereto dated August 18, 2005, hereby certifies as follows:

1. On March 29, 1990, the "Caroline M. Raughley Revocable Management Trust" was validly established pursuant to a trust agreement entered into by Caroline M. Raughley, as grantor, and Eugene E. Raughley and Robert B. Rubin, as trustee, and thereafter, said trust agreement was amended and restated in its entirety from time to time, the last such amendment and restatement, entitled the "Restatement of Caroline M. Raughley Revocable Management Trust Originally Dated March 29, 1990", and dated March 30, 2005, having been entered into by Caroline M. Raughley, as grantor, and Emily Caroline Raughley Wise and Melinda M. Mathews, as trustee, and said trust agreement, as so restated, having been further amended by the First Amendment thereto on August 18, 2005 (said trust agreement, as so restated and amended, herein called the "Restated Trust Agreement").

2. Pursuant to the Restated Trust Agreement, the Affiant, Emily Caroline M. Raughley Wise, whose address is 425 Michael Lane, Birmingham, Alabama 35213, and the Affiant, Melinda M. Mathews, whose address is 2311 Highland Avenue South, Suite 500, Birmingham, Alabama 35205, were named, and are presently serving, as the trustee under the Restated Trust Agreement, and the Affiants are authorized, as such trustee under the Restated Trust Agreement, to acquire/hold real property, sell/convey real property, encumber/mortgage real property, lease real property, and otherwise deal with interests in real property.

3. Attached hereto are true and correct copies of the pertinent pages of the Restated Trust Agreement required to establish the Affiants as the currently acting trustee under the Restated Trust Agreement, to establish Claudia Raughley Hildreth and Courtney Raughley (formerly known as Courtney Raughley Ross) as the trustees of their respective trusts created under the Restated Trust Agreement, and the right of the said Claudia Raughley Hildreth and Courtney Raughley to change the trustees of their respective trusts, and the powers of any trustee or successor trustee under the Restated Trust Agreement. Affiants further state that none of the remaining terms or provisions of the Restated Trust Agreement, including any amendments thereto, conflict with the terms and provisions set forth in the attachments to this Affidavit.

4. No person or entity paying money to or delivering property to the Trustees shall be required to see to its application. All persons relying on this document regarding the Trustees

and Trustees' respective powers over Trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certification of Trust shall be just as valid as the original.

5. The Affiants hereby certify that the Restated Trust Agreement has not been revoked and is now irrevocable, and there have been no amendments or modifications thereto which terminate, revoke, substitute or otherwise amend the Trustees named herein or otherwise limit the power of the Trustees over Trust property.

6. The undersigned Affiants certify that the statements made in this Certification of Trust are true and correct and hereby acknowledge and agree that this instrument is being given with full understanding that it will be relied upon to establish the truth of the matters set forth herein and may be filed for record in any Probate Office for future reference.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective as of the 27 day of June, 2011.

Emily Caroline Raughley Wise
Emily Caroline Raughley Wise, Affiant

Melinda M Mathews
Melinda M. Mathews, Affiant

STATE OF ~~ALABAMA~~ ^{Florida})
COUNTY OF ~~JEFFERSON~~ ^{Lee})

I, the undersigned, a notary public in and for said county in said state, hereby certify that Emily Caroline Raughley Wise, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27th day of June, 2011.

(SEAL)



Larissa Wells
Notary Public
My Commission Expires: Jan. 10, 2015

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a notary public in and for said county in said state, hereby certify that Melinda M. Mathews, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 31st day of May, 2011.

(SEAL)

Quana D. Ramsey
Notary Public
My Commission Expires: 1-9-2013

This instrument prepared by:
Melinda M. Mathews, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P. O. Box 55727
Birmingham, Alabama 35255-5727


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RESTATEMENT OF CAROLINE M. RAUGHLEY
REVOCABLE MANAGEMENT TRUST AGREEMENT

DATED MARCH 29, 1990

AS OF THE 30 day of March, 2005, I, CAROLINE M. RAUGHLEY, the undersigned Grantor, hereby enter into this Trust Agreement with EMILY CAROLINE RAUGHLEY WISE and MELINDA M. MATHEWS, the undersigned Trustee, as follows:

WITNESSETH:


WHEREAS, I did enter into a certain Revocable Management Trust Agreement dated the 29th day of March, 1990, with Eugene E. Raughley and Robert B. Rubin, as Trustee; and

WHEREAS, pursuant to the provisions of said Revocable Management Trust Agreement, I reserved the power to revoke, alter or amend the instrument, in whole or in part; and

WHEREAS, I restated said Revocable Management Trust Agreement on February 18, 1992, and I have amended and restated said Revocable Management Trust Agreement on various dates since that time; and Emily Caroline Raughley Wise and Melinda M. Mathews are currently serving as Trustee of said Trust; and

WHEREAS, I am now desirous of amending said Trust in certain respects and believe the amendments will be better understood if the entire agreement is restated;

NOW, THEREFORE, in consideration of the premises, the said Revocable Management Trust executed on the 29th day of March, 1990, by and between me, as Grantor, and Eugene E. Raughley and Robert B. Rubin, as Trustee, as amended and restated on various dates since such time, is amended by substituting for said Trust Agreement this Restatement to read as follows:


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ITEM XIV

LIABILITY OF TRUSTEE

I specifically release the Trustee and any successor Trustee from any liability under the terms hereof, except for conduct involving gross negligence or fraud. I further release the Trustee and any successor Trustee from the necessity of making bond of any nature or description. I also release the Trustee or any successor Trustee from filing any accounting in any court, but I direct that the Trustee or any successor Trustee shall make available to any interested party records showing all income and disbursements of said trust.

ITEM XV

TRUST REVOCABLE

This trust is hereby created and the interests hereunder are vested subject to the express condition and reservation of power in me at any time and from time to time to alter, amend or modify this Agreement with the consent of the Trustee, to revoke this Agreement, and to withdraw all or any part of the property constituting said trust estate from the terms of this trust, by an instrument in writing signed by me and delivered to the Trustee. The Trustee shall have a reasonable time after receipt of the writing revoking this trust or withdrawing property from this trust in which to deliver the trust property.

ITEM XVI

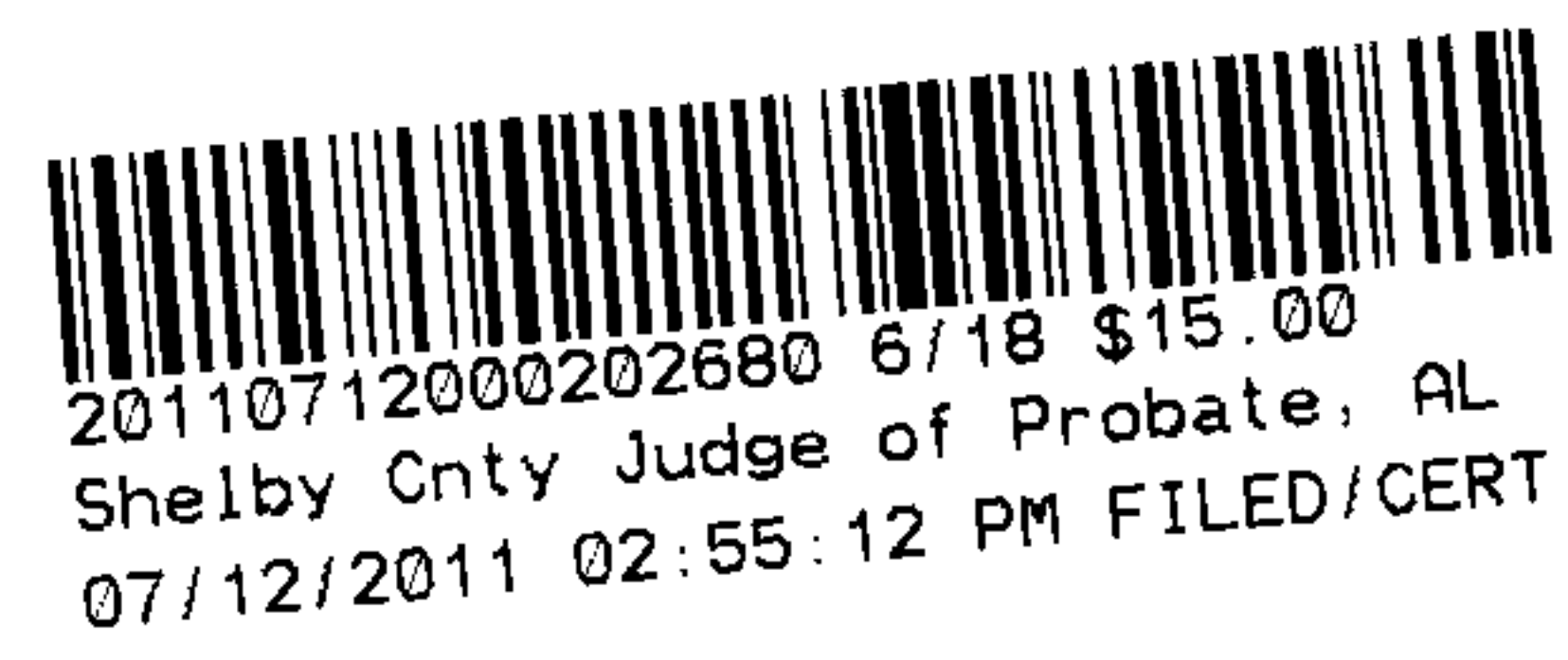
TRUSTEE

(a) Emily Caroline Raughley Wise and Melinda M. Mathews shall serve and act as the initial Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Emily Caroline Raughley Wise, the other Trustee then serving shall serve and act as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Melinda M. Mathews, I direct that the chairman of the Estate Planning Department of said Sirote & Permutt, P.C.

shall substitute for such Trustee any bank or trust company having, at the time of any such appointment, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000), or any one or more individuals, including an attorney employed by Sirote & Permutt, P.C. Such appointment of a successor Trustee shall be by a writing signed by the chairman of the Estate Planning Department of said Sirote & Permutt, P.C., properly notarized, addressed and delivered both to the Trustee who is being replaced (if such Trustee is living) and to the successor Trustee. Likewise, the chairman of the Estate Planning Department of Sirote & Permutt, P.C. may, in the same manner, appoint any number of successor Trustees.

(b) Notwithstanding any provision herein to the contrary, Claudia Raughley Hildreth and Courtney Raughley Ross shall each serve and act as sole Trustee of all the trusts established for her respective benefit.

(c) Notwithstanding any provision herein to the contrary, Howard C. Wise, Jr. shall serve and act as sole Trustee of all the trusts established for the benefit of the lineal descendants of my daughter, Emily Caroline Raughley Wise. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Howard C. Wise, Jr., then I direct that Melinda M. Mathews shall serve and act as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Melinda M. Mathews, I direct that the chairman of the Estate Planning Department of said Sirote & Permutt, P.C. shall substitute for such Trustee any bank or trust company having, at the time of any such appointment, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000), or any one or more individuals, including an attorney employed by Sirote & Permutt, P.C. Such appointment of a successor Trustee shall be by a writing signed by the chairman of the Estate Planning Department of said Sirote & Permutt, P.C., properly notarized, addressed and delivered both to the Trustee who is being replaced (if such Trustee is living) and to the successor Trustee. Likewise, the chairman of the Estate Planning Department of Sirote & Permutt, P.C. may, in the same manner, appoint any number of successor Trustees.



(d) Neither the Trustee nor any firm or professional organization of which my Trustee may be a member shall be precluded from future or continued professional representation of my estate, or members of my family, or any corporations, partnerships or other business entities in which they have an interest. Accordingly, any continued or future representation of said parties shall not be deemed a conflict of interest. The Trustee shall receive reasonable compensation for its services as Trustee.

(e) No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. Any successor Trustee shall have all the rights, powers, duties and discretion vested in the original Trustee. With the approval of a majority of adult beneficiaries, or the parent or guardian of any minor or incompetent beneficiary, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn beneficiaries. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

(f) The Trustee, including any individual or corporate Trustee serving hereunder, may resign at any time. The adult beneficiaries and the parents or legal guardians of minor or incompetent beneficiaries then in existence may approve the accounts of any resigning Trustee, and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee.



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ITEM XVII

REMOVAL OR REDESIGNATION OF TRUSTEE

(a) Notwithstanding anything hereinabove to the contrary, my Redesignator, hereinafter named, shall have the right to add further Trustees and/or rearrange the order in which the Trustees named hereinabove shall serve, remove any Trustee serving or named to serve, and/or to substitute for any Trustee any bank or trust company having, at the time of such redesignation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals who are not otherwise precluded from serving as Trustee hereunder. In the event my said Redesignator should so redesignate any Trustee who has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by my Redesignator, properly notarized, and attached to this Trust Agreement. In the event my said Redesignator should so redesignate any Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by my said Redesignator, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the trusteeship. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed.

(b) Each of my daughters shall be the Redesignator with respect to her own share and the share of any of her lineal descendants of all trusts created hereunder. Each of my daughters shall have the authority to designate her spouse or children as Redesignator with respect to the shares of such daughter's lineal descendants.

(c) Notwithstanding any provision herein to the contrary, upon the death of Emily Caroline Raughley Wise, or upon the incapacity or inability of Emily Caroline Raughley Wise to serve as Redesignator of the Trusts for the benefit of her lineal descendants, and in the event Emily Caroline Raughley Wise has not otherwise appointed her children to serve as Redesignator of the trusts for their respective benefit pursuant to paragraph (b) above, then Howard C. Wise, Jr. shall be the Redesignator

with respect to any trust(s) created for the benefit of the lineal descendants of my daughter, Emily Caroline Raughley Wise.

(d) Anything hereinabove to the contrary notwithstanding, the power to remove and replace a Trustee shall not be exercisable by my Redesignator, where such power will cause all or any part of the assets of the trust estate to be included in the estate of my said Redesignator under applicable provisions of the Internal Revenue Code, Treasury Regulations and case law in effect at the time of such exercise.

(e) Third parties may rely upon the written representations of my Redesignator that the conditions and requirements for the exercise of such power to remove and replace a Trustee have been satisfied.

ITEM XVIII

PROVISIONS FOR MULTIPLE TRUSTEES

While two or more Trustees are acting, the following provisions shall apply where the context permits:

(a) With respect to any matter as to which the Trustees have joint authority, a Trustee from time to time may delegate any or all of that Trustee's rights, powers, duties, and discretion as Trustee to the other Trustee(s), with the consent of the latter;

(b) The Trustees may establish bank accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one Trustee;

(c) A Trustee shall be presumed to have approved a proposed act or decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval; and

(d) The Trustees may execute documents by jointly signing one document or separately signing concurrent counterpart documents.

ITEM XIX

DUTIES AND POWERS

The Trustee shall hold and manage said property, and such other property as it may subsequently acquire pursuant to the power and authority herein given to it, with the following powers and authority, all and singular:

a) To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as the Trustee sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal, whether so-called "legal" investments of trust funds or not, as to the Trustee may deem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

b) To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less period, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, any real estate constituting a part of said trust estate.

c) To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.

d) To hold any property or securities originally received by Trustee as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, and also including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, so long as the Trustee shall consider the retention thereof in the best interest of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, where such course is, in the opinion of the Trustee, in the best interests of said trust estate.

e) To determine whether any money or property coming into its hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to it may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. In those instances in which the beneficiary hereunder is serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Alabama Principal

and Income Act. The Trustee shall have the power to make adjustments between principal and income, pursuant to the authority and requirements in Section 19-3A-104 of the Code of Alabama 1975.

f) To keep any property constituting a part of said trust properly insured against fire and tornado, and other hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and generally, to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in the Trustee which, in the judgment of the Trustee, may be proper or necessary.

g) To hold any or all securities or other property in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relationship.

h) To exercise the voting rights of interests in any entities owned by the trust, in person or by proxy upon all stocks held by the Trustee, to unite with other owners of similar property in carrying out any plans for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as Trustee shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as Trustee may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities and ownership interests in entities held by it, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate Trustee is serving hereunder, it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate Trustee, then in the election of directors and other matters in which said corporate Trustee is prohibited from voting its own stock or stock of any holding company or similar corporation which owns stock of a corporate Trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

i) To institute and defend any and all suits or legal proceedings relating to the said trust estate in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved as, in the judgment of Trustee, may be necessary or proper.

j) At any time or from time to time, to advance money to the trust estate from funds of the Trustee for any purpose or purposes of the trust, and to reimburse Trustee for the money advanced and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into the custody of Trustee from any source.

k) To pay, from and out of the income of the trust property, any and all expenses reasonably necessary for the administration of the trusts, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

l) To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of the powers herein vested in the Trustee.

m) In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may

allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, without regard to equality of distribution, or federal income tax basis thereof, as it may deem proper, and to that end, may appraise any or all of the property so to be allotted, and the Trustee's judgment as to the propriety of such allotment and as to the relative value and basis for purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof.

n) In the event that subsequent to the execution of this Trust Agreement, I should execute a Will by the terms of which substantially all of my assets are given and devised to the Trustee under the within Trust Agreement, it is my intention that my said Last Will and Testament be interpreted and administered by my Personal Representative and the Trustee under this Trust Agreement in accordance with the Internal Revenue Code. Consequently, I direct that the Trustee of this Trust Agreement shall not be liable to any beneficiary herein for any action taken or not taken, election made or not made, or resulting federal income tax consequences upon the apportionment or distribution in kind or otherwise of any asset of my estate, where the Trustee has exercised good faith and ordinary diligence in the performance of its duties.

o) In the event said trust estate owns an interest in the shares of stock of any closely-held family corporation or an interest in a closely-held family limited liability company or partnership, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, limited liability company or partnership, serving as employees, managers, general partners, officers or directors thereof, I direct that such persons so serving as Trustee of said trust estate shall not be disqualified from employment by any such family corporation, limited liability company or partnership, or its successor, or the continued employment by said persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, said persons so serving as Trustee of said trust estate shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer and/or employee when serving as Trustee or successor Trustee.

p) To purchase and pay premiums on life insurance on my life or on the life of any beneficiary under the trust.

q) To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

r) To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

s) To enter into a partnership agreement, operating agreement or similar arrangement with others, or accept the assignment of, or otherwise acquire, hold and dispose of an interest in a partnership or limited liability company, continue the operation of any such partnership or limited liability company, and in doing so to use in such partnership or limited liability company, any part or all of any trust estate owning such partnership or limited liability company interest, and to become either a general or limited partner, a manager, or a member. In any such case, as to creditors of or claimants against such partnership or limited liability company, and as to the other members of such partnership or limited liability company, liability, if any, of the Trustee for the debts and other liabilities of the partnership or limited liability company, shall be limited to the assets of any trust estate owning such partnership or limited liability interest, or so much thereof as may be necessary to discharge such debts

and liabilities, but no personal liability shall attach to the Trustee, or to the beneficiaries of any such trust estate.

t) To redeem any stock held under this Trust Agreement to pay my entire federal estate tax liability or otherwise, pursuant to I.R.C. Section 303.

u) To buy, sell, or otherwise deal with any split interests, including life interests, interests for a term of years, or remainder interests that may at any time be owned by said trust estate, or in which said trust estate may have an interest. I direct that the decision of the Trustee as to the use of actuarial tables or information in determining the value of any said split interest shall be made at the sole discretion of the Trustee, and be free from any interference, demand or control of any beneficiary, and for the honest exercise of the discretion conferred on it, the Trustee shall be liable to no one.

v) To appoint and remove one or more ancillary Trustees in any jurisdiction where the Trustee is unable to serve and to pay them reasonable compensation (as determined by the Trustee making the appointment) as an administration expense, and such ancillary Trustee shall serve without bond or other security and shall have all the powers and authority conferred by this instrument on the Trustee.

w) To change the situs of any trust created under this instrument by written document signed and acknowledged by the Trustee; and, in connection with any such change and without any need to obtain the approval of any court, to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state, country or place of the new situs; and, if such election is made, such trust shall be administered and the validity and effect of the provisions of this instrument applicable to such trust shall be determined in accordance with the laws of such jurisdiction.

x) If any income beneficiary, the legal representative of any income beneficiary who is a minor or person otherwise without legal capacity, or the Trustee of any trust created hereunder, shall sign a statement electing Qualified Subchapter S Trust treatment for any trust created hereunder, then the Trustee shall have the power to join the shareholders of any corporation, the stock of which is then held in trust hereunder, in making an election under I.R.C. Section 1362, and the United States Department of Treasury Regulations thereunder, to have such corporation treated as an "S Corporation" for federal income tax purposes. If at any time any trust created hereunder holds stock in a corporation which has elected to be treated for federal income tax purposes as an "S" corporation pursuant to I.R.C. Section 1362 and the Treasury Regulations thereunder, the Trustee shall also have the authority, in its sole and absolute discretion, to make an election for such trust to become an "Electing Small Business Trust" as defined in I.R.C. Section 1361(e).

y) I further authorize and empower my Trustee to engage, employ and dismiss any agents, clerks, servants, consultants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Trustee shall think fit.

z) I further authorize and empower my Trustee to enter into, on behalf of any trust created hereunder, a guaranty for any debt of my estate.

aa) To enter into any transaction on behalf of a trust estate created hereunder despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Trustee is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under such trust estate acting individually, or any relative of such a party.

ITEM XX

IN TERROREM PROVISION

In the event that any one or more of my beneficiaries should become an adverse party in a proceeding for the probate of my Will or for the construction or validity of this Trust Agreement, then all devises contained in this Trust Agreement for the benefit of such beneficiary shall be null and void, and I direct that the assets of this Trust Agreement shall be divided among my beneficiaries in like manner as if each such beneficiary who has become an adverse party as aforesaid shall have predeceased me."

The Trustee has joined in the execution of this Agreement for the purpose of evidencing consent to act as Trustee hereunder pursuant to the terms hereof.

In all other respects, except as herein specifically altered and amended, I hereby ratify and confirm the said original Revocable Management Trust Agreement entered into on the 29th day of March, 1990, as amended and restated from time to time.

IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals in duplicate, on the day and year herein first written.


Walter R. II
Witness

Michael J. Jackson
Witness

Caroline M. Raughley (SEAL)
Caroline M. Raughley, as Grantor

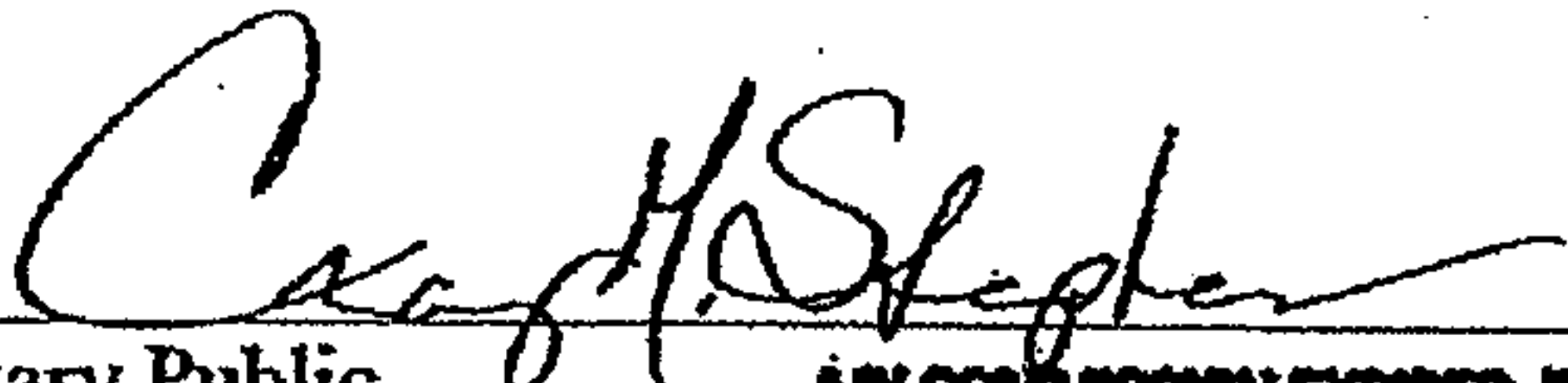
Emily Caroline Raughley Wise (SEAL)
Emily Caroline Raughley Wise, as Trustee

Melinda Mathews (SEAL)
Melinda M. Mathews, as Trustee


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Shelby Cnty Judge of Probate, AL
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I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Caroline M. Raughley, whose name is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

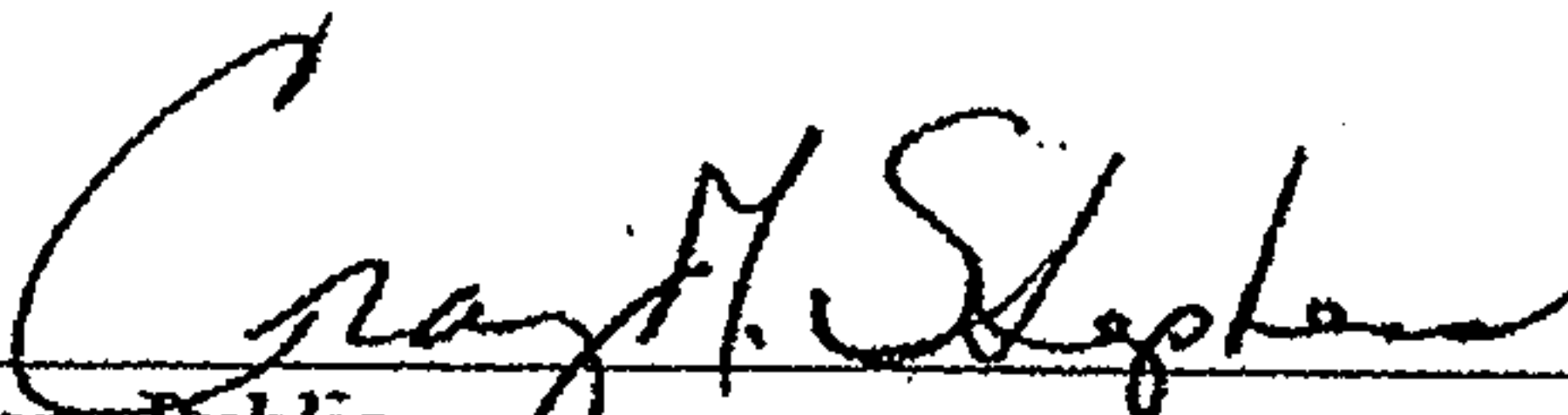
Given under my hand and seal this 30 day of March, 2005.


Notary Public **MY COMMISSION EXPIRES JULY 13, 2008**
My Commission Expires: _____

[SEAL]

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Emily Caroline Raughley Wise, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.


Given under my hand and seal this 30 day of March, 2005.


Notary Public **MY COMMISSION EXPIRES JULY 13, 2008**
My Commission Expires: _____

[SEAL]

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Melinda M. Mathews, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of March, 2005.


Notary Public **MY COMMISSION EXPIRES JULY 13, 2008**
My Commission Expires: _____

[SEAL]



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Shelby Cnty Judge of Probate, AL
07/12/2011 02:55:12 PM FILED/CERT

FIRST AMENDMENT TO RESTATEMENT OF CAROLINE M. RAUGHLEY

MANAGEMENT TRUST AGREEMENT

ORIGINALLY DATED MARCH 29, 1990

THIS AGREEMENT, made and entered into on this 18 day of August, 2005, by and between the undersigned CAROLINE M. RAUGHLEY (hereinafter referred to as "Grantor"), and EMILY CAROLINE RAUGHLEY WISE and MELINDA M. MATHEWS (hereinafter referred to as "Trustee"), as follows:

WITNESSETH:

WHEREAS, the undersigned, Caroline M. Raughley, did enter into a certain Revocable Management Trust Agreement dated the 29th day of March, 1990, with Eugene E. Raughley and Robert B. Rubin, as Trustee; and

WHEREAS, pursuant to the provisions of said Revocable Management Trust Agreement, Grantor reserved the power to revoke, modify or amend the instrument in whole or in part, and she is now desirous of further amending the said Trust in certain respects, as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the said Revocable Management Trust executed on the 29th day of March, 1990, by and between Caroline M. Raughley, as Grantor, and Eugene E. Raughley and Robert B. Rubin, as Trustee, as amended and restated on various dates since such time, is amended as hereinafter stated.

I

Subsection (d)(3) of Section III of said Revocable Management Trust Agreement, appearing on page 6 thereof, is hereby eliminated and deleted in its entirety, and there is substituted in lieu and instead thereof the following:

"(3) If my daughter, Claudia Raughley Hildreth, survives me, and if she is indebted to me in connection with the acquisition by my daughter of her home, then that debt and any extensions or replacements of that debt shall be distributed to my daughter, outright and free from trust."



IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the
day and year herein first written.

Mauch T. Bell
Witness
Ernest H. Clark
Witness

Caroline M. Raughley (SEAL)
Caroline M. Raughley, as Grantor

Emily Caroline Raughley Wise (SEAL)
Emily Caroline Raughley Wise as Trustee

Melinda Mathews (SEAL)
Melinda M. Mathews, as Trustee



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I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Caroline M. Raughley, whose name is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18 day of August, 2005.

Sheryl Doss
Notary Public
My Commission Expires: 7-7-06

[SEAL]

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Emily Caroline Raughley Wise, whose name 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 the above and foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of October, 2005.

Bruce D. Gamey
Notary Public
My Commission Expires: 1-7-2009

[SEAL]

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Melinda M. Mathews, whose name 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 the above and foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18 day of August, 2005.

Sheryl Doss
Notary Public
My Commission Expires: 7-7-06

[SEAL]



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