

THE McDANAL IRREVOCABLE TRUST

THIS TRUST AGREEMENT made this 10th day of March, 2004, by and between JAMES A. McDANAL, SR. and MILDRED M. McDANAL, hereinafter called the Grantors, and JAMES A. McDANAL, JR., hereinafter called the Trustee.

WITNESSETH:

That the Grantors have this day delivered to the Trustee the property described in Schedule A attached hereto, and the Trustee agrees to hold, administer and distribute all of the aforesaid assets (together with all additions thereto and all reinvestments thereof) as the principal of a trust estate, in accordance with the terms and provisions hereinafter set out.

ARTICLE ONE

The Trustee shall hold, manage and control the property comprising the trust estate, collect the income therefrom, and shall disburse the net income derived therefrom and the principal thereof, as follows:

The Trustee is authorized to accumulate the net income or to pay to or apply so much thereof equally to the use of the following persons: JAMES A. McDANAL, JR., RALPH SCOTT McDANAL, and GARY LAWSON McDANAL, in such amounts and proportions as the Trustee in his sole and absolute discretion shall deem advisable from time to time. Any accumulated income shall be periodically, at least annually, incorporated into the principal of the trust fund as an integral part thereof to be held, administered, and distributed in accordance with all the terms, conditions and limitations applying thereto. In exercising its discretion as to the amount, (if any) of such net income which is to be paid to the aforesaid beneficiaries, the Trustee may, but shall not be required to, take into consideration any other income or property which is available to the beneficiaries from any other source. If either JAMES A. McDANAL, JR. or GARY LAWSON McDANAL is deceased, any portion of income attributable to his share shall be paid to his living issue, per stirpes. If RALPH SCOTT McDANAL is deceased, any portion of income attributable to his share shall be paid to his wife, TERRI C. McDANAL.

ARTICLE TWO

During the term of the trust, the Trustee is authorized at any time, and from time to time, to withdraw or to appoint such amounts of specific assets from the principal of the trust as he, in his sole discretion, shall determine for the health, support and maintenance of the income beneficiaries.

ARTICLE THREE

Upon the death, disability, incapacity or resignation of JAMES A. McDANAL, JR., then RALPH SCOTT McDANAL shall serve as Successor Trustee. Upon the death, disability, incapacity or resignation of both JAMES A. McDANAL, JR. and RALPH SCOTT McDANAL, then GARY LAWSON McDANAL shall serve as Successor Trustee.

The Successor Trustee shall possess and exercise all powers and authority herein conferred on the original Trustee.

ARTICLE FOUR

No bond shall be required of the Trustee.

ARTICLE FIVE

This Trust shall be construed and regulated in all respects by the laws of the State of Alabama.

ARTICLE SIX

This Trust shall terminate ten years from the date of execution of this Trust; provided, however, it may be terminated prior to that date by the consent of at least two beneficiaries then living, one of whom shall be the then acting Trustee. At the termination of the Trust, the Trustee shall distribute the principal and any accumulated income of the Trust, in equal shares, to JAMES A. McDANAL, JR., RALPH SCOTT McDANAL, and GARY LAWSON McDANAL. If either JAMES A. McDANAL, JR. or GARY LAWSON McDANAL is deceased, his share shall pass to his living issue, per stirpes. If RALPH SCOTT McDANAL is deceased, his share shall pass to his wife, TERRI C. McDANAL.

ARTICLE SEVEN

No bond shall be required of the Trustee.

ARTICLE EIGHT

The Grantors, or any other person may, at any time and from time to time, add cash, securities or other property to the principal of the trust herein created, by Deed, gift, Will or otherwise, with the consent of the Trustee. Any additions to the trust estate shall be held, administered and distributed as an integral part of the principal thereof in accordance with all of the terms and provisions of this Agreement.

ARTICLE NINE

This Agreement is hereby declared to be irrevocable and the Grantors shall have no right to alter or amend same in any respect or particular.

ARTICLE TEN

POWERS OF TRUSTEE: The Trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the beneficiary.

The powers herein granted to the Trustee shall be deemed to be supplementary to and not exclusive of the general powers of Trustee pursuant to law, and shall include all powers necessary to carry the same into effect.

A. To hold any or all the trust estate in the form of investment in which received, including unproductive real and personal property which except for this provision would not otherwise constitute a legal and authorized investment by the Trustee.

B. To sell at public or private sale, to mortgage, create a security interest in, pledge, or hypothecate, or to exchange or lease (including lease for a period extending beyond the term of this trust), any stocks, notes, securities, real estate, minerals, and other trust property, upon such terms, cash or credit, or both, as it may deem advisable.

C. To invest and reinvest the trust estate, without limitation to trust or chancery investments, in investments of any kind, real or personal, including, without limitation, stocks, bonds, notes, mortgages, lands, minerals, royalties, leaseholds, participations in partnerships, joint ventures, and other business enterprises.

D. To construct, add to, repair, or demolish (in whole or in part) any improvements upon any trust property.

E. To participate in any reorganizations, consolidation, merger or dissolution of any corporation, the stocks, bonds or other securities of which may be held at any time as part of the trust estate and to receive and continue to hold any property which may be allocated or distributed to them by reason of participation in any such reorganization, consolidation, merger or dissolution.

F. To make or hold investments or any part of the trust estate in common or undivided interests with other persons,

corporations or trusts.

G. To demand, receive, receipt for, sue for and collect any and all rights, money, properties or claims to which this trust may be entitled, and to compromise, settle, arbitrate, or abandon any claim or demand in favor of or against this trust.

H. To borrow funds for this trust in such amounts and for such purposes as to them shall seem for the best interest of this trust and the beneficiaries thereof, and to purchase property on the credit of this trust, and in connection with such borrowing or such purchase, to execute and deliver promissory notes or other evidences of indebtedness of this trust and to mortgage, create a security interest in or pledge all or any part of the trust estate to secure payment of such indebtedness and to repay such indebtedness out of the trust estate.

I. To employ agents, legal counsel, brokers and assistants, and to pay their fees and expenses, as they may deem necessary or advisable to carry out the provisions of this trust.

J. To vote in person or by proxy any shares of stock which may form part of this trust.

K. To lend money to any person or persons upon such terms, but with adequate interest and security, as it may deem advisable for the best interest of this trust and the beneficiaries hereunder.

L. To elect, appoint and remove directors of any corporation, the stock of which shall constitute trust property and to act as a director and officer of any such corporation.

M. Generally, and without limitation, by any specific enumeration herein, to manage, control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, mortgage, create a security interest in, pledge, pool, or otherwise encumber and deal with the property of this trust, for and in behalf of this trust and the beneficiaries thereof, to the same extent and with the same powers that any individual would have in respect to his own property and funds.

ARTICLE ELEVEN

The Trustee hereby accepts the trust herein created.

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

James A. McDANAL Sr.
JAMES A. McDANAL, SR., Grantor

Mildred M. McDANAL
MILDRED M. McDANAL, Grantor

James A. McDANAL Jr.
JAMES A. McDANAL, JR., Trustee

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, Mary C. Lovell, a Notary Public in and for said county in said State, hereby certify that James A. McDANAL, Sr. and Mildred M. McDANAL, Grantors, and James A. McDANAL, Jr., Trustee, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of March, 2004.

Mary C. Lovell
Notary Public

My commission expires: 6-1-06

Prepared
By ART Lovell
Dover AIA.

SCHEDULE A

THE MCDANAL IRREVOCABLE TRUST

Property in Shelby County, Alabama. See Deed with Exhibit "A"
attached hereto.



SEND TAX NOTICE TO:

(Name) J. A. McDanal, Jr.

3209 Gaylark Road

(Address) Hoover, AL 35216

This instrument was prepared by

(Name) Arthur F. Lovell, Jr., Attorney

(Address) 1572 Montgomery Hwy, Suite 105-A, Hoover, AL 35216

Form 1-1-81 Rev. 1-46

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten Dollars (\$10.00) and other valuable consideration

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

JAMES A. MCDANAL, SR. AND WIFE, MILDRED M. MCDANAL

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Trustee, The McDanal Irrevocable Trust

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Subject property being the same property conveyed to James A. McDanal, Sr. and wife, Mildred M. McDanal by Warranty Deed signed by Harvey G. Coker and wife, Paula M. Coker on April 10, 1981, and recorded in the Probate Office of Shelby County in Book 332, Pages 364 and 365.



20130124000031570 7/8 \$15.00
Shelby Cnty Judge of Probate, AL
01/24/2013 09:35:53 AM FILED/CERT

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, WE have hereunto set OUR hands(s) and seal(s), this 10th day of March, 2004.

.....(Seal)

.....(Seal)

.....(Seal)

James A. McDanal, Sr.
JAMES A. MCDANAL, SR.

Mildred M. McDanal
MILDRED M. MCDANAL

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, Mary C. Lovell, a Notary Public in and for said County, in said State, hereby certify that James A. McDanal, Sr. and wife, Mildred M. McDanal whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of March, A. D., 2004

My commission expires: 6-1-06

Mary C. Lovell
Notary Public.

EXHIBIT "A"

PARCEL 1:

A portion of the North half of the North half of the North half of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 22 South, Range 3 West, more particularly described as follows: Begin at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section (point of beginning) and run Southerly along the East side of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 166.31 feet and then turn an angle of 92 deg. 12 min. 30 sec. to the right and run 1287.84 feet, more or less, to the East right of way of Shelby County Road #16; then turn an angle of 87 deg. 49 min. 55 sec. to the right and run Northerly along the East right of way of said road for 166.05 feet; then turn an angle of 92 deg. 09 min. 24 sec. to the right and run 1287.71 feet back to the point of beginning. Situated in Shelby County, Alabama.

PARCEL 2:

A portion of the South half of the North half of the North half of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 1, Township 22 South, Range 3 West, more particularly described as follows: Begin at the N.E. corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and run Southerly along the East side of said $\frac{1}{4}$ - $\frac{1}{4}$ for 166.31 feet to point of beginning; thence continue in same direction for 166.31 feet; then turn an angle of 92 deg. 13 min. 10 sec. to the right and run 1287.97 feet to a point on the East right-of-way of Shelby County Road No. 16; then turn an angle to the right of 87 deg. 49 min. 15 sec. and run Northerly along the East right of way of said road for 166.05 feet; thence turn an angle of 92 deg. 10 min. 05 sec. to the right and run 1287.84 feet, more or less, back to the point of beginning. Situated in Shelby County, Alabama.

PARCEL 3:

A portion of the South half of the North half of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 1, Township 22 South, Range 3 West, more particularly described as follows: Begin at the N.E. corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and run Southerly along the East side of said $\frac{1}{4}$ - $\frac{1}{4}$ for 332.62 feet to point of beginning; then turn an angle of 92 deg. 13 min. 10 sec. to the right and run 1287.97 feet, more or less, to the East right of way of Shelby County Road #16; then turn an angle of 92 deg. 10 min. 45 sec. to the left and run Southerly along the East right of way of said road for 332.1 feet; then turn an angle of 87 deg 47 min. 54 sec. to the left and run 1288.22 feet; then turn an angle of 92 deg. 14 min 31 sec. to the left and run Northerly along the East side of said $\frac{1}{4}$ - $\frac{1}{4}$ for 332.62 feet back to point of beginning. Situated in Shelby County, Alabama.

Subject to easements and restrictions of record.



20130124000031570 8/8 \$15.00
Shelby Cnty Judge of Probate, AL
01/24/2013 09:35:53 AM FILED/CERT