

IN THE MATTER OF THE ESTATE OF

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMACLYDE W. BROWN

Deceased

CASE NO. 151595

LETTERS TESTAMENTARY

TO ALL WHOM IT MAY CONCERN:

The Will of the above-named deceased having been duly admitted to record in said county, **Letters Testamentary** are hereby granted to CHLOETTE O. BROWN

the Personal Representative named in said will, who has complied with the requisitions of the law and is authorized to administer the estate. Subject to the priorities stated in §43-8-76, Code of Alabama (1975, as amended), the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers authorized in transactions under §43-2-843, Code of Alabama (1975, as amended).

WITNESS my hand that date, May 4, 1995.

(SEAL)

GEORGE R. REYNOLDS

Judge of Probate

I, Peggy A. Proctor, Chief Clerk of the Court of Probate of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the **Letters Testamentary** issued in the above-styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

WITNESS my hand and seal of said Court this date, May 4, 1995.

Peggy A. Proctor
Chief Clerk

09/20/1995-26219
10:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
015 MCD 43.50

Inst # 1995-26219

The State of Alabama
JEFFERSON COUNTY

PROBATE COURT
151595

I, Peggy A. Proctor, Chief Clerk of the Court of Probate, in and for said County in said State hereby certify
that the foregoing contains a full, true and correct copy of the _____

LAST WILL AND TESTAMENT OF CLYDE W. BROWN

in the matter of _____ THE ESTATE OF CLYDE W. BROWN

as the same appears on file and of record, in this office.

Given under my hand and seal of said Court, this
the 4th day of May, 19 95

Peggy A. Proctor
Chief Clerk

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, Clyde W. Brown, a resident of Jefferson County, State of Alabama, being of sound mind and disposing memory, do make, publish and declare this instrument as and for my Last Will and Testament, hereby revoking any and all other wills and codicils thereto heretofore made by me.

ITEM ONE: All of my property, of whatever kind and character and wherever situated, shall be disposed of by my executrix as hereinafter provided:

(a) If my wife, Chloette O. Brown, survive me, my executrix shall, as soon as practicable after my death, divide said property into two shares, one of which shall be referred to as Share A and the other as Share B.

Share A shall consist of that percentage of my estate having a value which, when added to the value of all other property or interests in property passing to my wife which are taxable as a part of my estate, is exactly sufficient to reduce the Federal Estate Tax payable by reason of my death to zero, taking into account all credits available to be applied against my Federal Estate Tax. Said share shall be held or disposed of in accordance with the provisions of Item Two hereof.

Share B shall consist of the remainder of my estate and shall be held or disposed of in accordance with the provisions of Item Three hereof.

(b) If my wife does not survive me, my entire estate shall constitute the Family Trust and shall be held or disposed of in accordance with the provisions of Item Three hereof.

ITEM TWO: Share A shall be transferred and paid over to my wife, to be hers absolutely; provided, however, if, because of her physical or mental impairment, my successor executrix do not deem her capable of properly managing such assets, then Share A, hereinafter referred to as the Marital Trust, shall be transferred and paid over to my trustees who shall hold the same in trust for the use and benefit of my wife as hereinafter provided:

(a) During the lifetime of my wife, the trustees shall pay to her the entire net income from said trust in convenient installments but at least annually. If at any time during such period the net income from said trust is insufficient for the support and comfort of my wife, the trustees shall pay to her such additional sum or sums out of the principal of said trust as the trustees may deem necessary or desirable.

My wife shall have the right at any time and from time to time, by giving thirty days written notice to the trustees of her intention to do so, to withdraw any part of the principal of the Marital Trust that she may elect. She shall have no duty to account for the property so withdrawn or to report to anyone as to her intentions for the use thereof.

(b) Upon the death of my wife, the Marital Trust shall terminate; and the surviving trustees shall transfer and pay over the property then constituting said trust and any accrued or unpaid income thereof to such person or persons, including the estate of my wife, as she may by her last will and testament appoint and direct, making specific reference to this general power of appointment hereby granted. The trustees shall hold or dispose of any unappointed portion of the Marital Trust as part of the Family Trust in accordance with the provisions of Item Three hereof, the share of any person entitled thereto to be merged with such other share, if any, as may then be held thereunder for the benefit of such person.

ITEM THREE: Share B I give, devise and bequeath to my wife, to be hers absolutely; provided, however, disclaimed property or, if in the opinion of my successor executrix my wife is incapable of filing a disclaimer, the total of Share B, hereinafter referred to as the Family Trust shall be transferred and paid over to my trustees who shall hold the same in trust for the uses and purposes as hereinafter provided:

(a) The trustees shall from time to time pay to or use and apply for the maintenance, support and education of such one or more or all of my wife and my descendants as shall be living at the time of such payment, so much of the income of the trust and the principal thereof, in such amounts and proportions, equal or unequal, as the trustees, other than my wife, shall deem necessary or desirable, taking into account other resources available to each such person. It is my intention that the

trustees may pay all or part or none of the income or principal or both, may make unequal payments, may from time to time exclude one or more of such persons from payments hereunder, may make payment to any such person even though payment could be made to the parent or ancestor of such person, and may make payment to any such person who is living at the time of such payment even though such person be not living at the time of the creation of this trust. The net income or any part thereof not so paid shall be accumulated, added to, and become a part of the principal of the trust. I wish, but do not require, that the trustees, other than my wife, consider the suggestions of my wife as to the needs of each person (including herself) to whom payments may be made, although said trustees shall not in any event be obligated to follow such suggestions. No person shall have the right to require that any distribution be made to him or her or to any person or organization for the benefit of such person, the decision of the trustees, other than my wife, being final and binding on all persons.

(b) Upon the death of my wife, or upon my death if she shall not survive me, the surviving trustees shall apportion the Family Trust into so many equal parts that there will be one share for each child of mine then living, and one share for the then living descendants of each deceased child of mine. Said shares shall, as soon after apportionment as reasonably practicable, be paid to my descendants.

The trustees shall transfer and pay over any share set aside for the living descendants of a deceased child of mine to such descendants, per stirpes.

If no descendant of mine survive the date of distribution of the Family Trust, the trustees shall transfer and pay over one-half (1/2) the share of said trust then held for such child, to such persons as would be entitled to inherit the property constituting said share and in the proportions in which they would be entitled to inherit the same from me, under the laws of Alabama then in force, had I died at said time, a resident of Alabama, intestate and owned said property and the other one-half (1/2) to such persons as would be entitled to inherit the property constituting said share and in the proportions in which they would be entitled

to inherit the same from my wife, under the laws of Alabama then in force, had she died at said time a resident of Alabama, intestate and owned said property.

(d) If any share of this trust becomes distributable, other than by exercise of a power of appointment granted hereunder, to a descendant of mine who is under the age of twenty-one years and for whom no other share is then being held in trust, then though his or her share shall be vested in him or her, the trustees shall continue to hold the same in trust with all of the powers and authority given with respect to other trust property held hereunder, until he or she shall attain the age of twenty-one years, using and applying for his or her support, education and maintenance such part of the income and principal of such share as the trustees deem necessary or desirable for said purposes, accumulating and adding to principal any income not so used.

ITEM FOUR: In the event there is a Family Trust in existence which was created under the terms of my wife's will, the assets of the Family Trust created herein can be merged with and become a part of the Family Trust created under my wife's will and be administered or disposed of in accordance with the terms thereof.

ITEM FIVE: The trustees shall hold and manage the said trust or trusts and all shares thereof, with all of the powers and authority they would have if they were the absolute owners thereof, including but not limited to the following powers:

1. To collect the income therefrom.
2. To compromise, adjust and settle in their discretion any claim in favor of or against the trust.
3. To hold any property or securities originally received by them as a part of the trust or to which they become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family corporation, partnership or enterprise, so long as they shall consider the retention for the best interests of the trust.
4. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a less period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all or any portion of the trust, in such manner and upon such terms and conditions as the trustees may approve.

5. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property as to the trustees may seem suitable.
6. To hold, retain or acquire property or securities which in their opinion are for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.
7. To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting.
8. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them.
9. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.
10. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other product thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the trustees deem otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the trustees may approve, and in general to take any action which the trustees deem necessary or desirable in such operations of farms and woodlands.
11. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the trustees may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization

agreements, and such other instruments or agreements in connection therewith as the trustees deem necessary or desirable.

12. To borrow money for such time and upon such terms as the trustees see fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

13. To advance money to any trust for any purpose of the trust, and the trustees shall reimburse themselves for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

14. To hold money in their custody while awaiting distribution or investment under the terms hereof, even though such money be commingled with their funds (in which case the trustees shall keep a separate account of the same on their books), and the trustees shall not be required to pay interest thereon.

15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the trustees deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To hold property or securities in bearer form, in the name of the trustees, or in the name of their nominee, without disclosing any fiduciary relation.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the trustees deem necessary or desirable.

18. To determine whether any money or property coming into their hands shall be treated as part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the trustees may deem just and equitable.

19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

21. To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

22. To buy, sell and trade any securities of any nature, including short sales, on margin, and for such purpose 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.

ITEM SIX: It is my intention that, if my wife survive me, my estate shall become entitled to the Marital Deduction provided for by the United States Internal Revenue Code, as amended to the date of my death, with respect to the value of Share A. Accordingly, Share A shall be a separate

share for the sole benefit of my wife and shall be set aside and treated as such, effective from my death. It shall not include, and my executrix shall not allocate to it, if avoidable, any property with respect to which no marital deduction would be allowed under the terms of said Internal Revenue Code, as so amended.

My executrix and trustees, regardless of any adverse interest, shall construe all provisions of my will which may require construction in order that my estate may become and remain entitled to said marital deduction; and they are hereby authorized to adopt, agree to or acquiesce in, such construction thereof as they may from time to time deem necessary or advisable in order that such deduction may be obtained for my estate.

My wife shall have a general power of appointment over the Marital Trust as is provided for in Item Two to be exercised by her last will and testament in favor of such person or persons, including her estate, as she may appoint and direct, whether she dies before, during or after a division of my property into Share A and Share B. Share A shall vest immediately upon my death.

ITEM SEVEN: Additional property of any kind and character may be added to any trust hereunder, with the consent of the trustees, by any person or fiduciary, by will or otherwise, and such property so received by my trustees shall be added to, merged with and become a part of the property held in such trust hereunder, and thereafter shall be administered and disposed of in accordance with the terms of such trust.

ITEM EIGHT: The following provisions shall govern for all purposes of this will, wherever they may be applicable:

(a) Any payment of income or discretionary payment of principal authorized hereunder to or for any beneficiary may, in the discretion of the trustees, other than my wife, be made to any person or organization (including the beneficiary or anyone having custody of him or her), who shall apply such payment for the use and benefit of the beneficiary as provided for hereunder.

(b) Upon making any payment or transfer hereunder, the executrix and trustees shall be discharged as to such payment or transfer without

liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of any trust, such trust shall terminate and the trustees shall be fully discharged as to such trust.

(c) Wherever words such as "trustee", "trustees", "executrix", "executor" or "executors" are used, they shall be construed either as singular or plural, masculine, feminine or neuter, whichever is proper in accordance with the context.

(d) It is my intention that any reference herein made to child or children shall include any child or children born to my wife and me, whether such child be born before or after the execution of this will.

(e) Any adopted person, including any person adopted by me, shall be considered as having been born to his or her adoptive parents, and his or her descendants considered as being descendants of such adoptive parents, for all purposes hereunder, whether such adoption occurs before or after the execution of this will.

ITEM NINE: In the event of our simultaneous deaths or if my wife survive me for only a short period of time, it shall be conclusively presumed she survived me for a sufficient period to allow her to qualify as a devisee hereunder. The provisions made herein for my wife and descendants are in lieu of any and all rights in my estate, statutory and otherwise.

ITEM TEN: I hereby designate and appoint my wife as executrix and my wife and my daughters, Rebecca Moore, Rachel Fowler and Regina Holderness, as trustees hereunder. I direct that my executrix and trustees shall not be required to give bond or to file an inventory or appraisal of my estate or of any trust or share thereof in any court, though they shall make out and keep an inventory and shall exhibit the same to any party in interest at any reasonable time; and I direct that they shall be free from the control and supervision of any court. I hereby vest in my executrix the same full powers of management, control and disposition of my estate as are given to the trustees under Item Five with respect to the trust or trusts hereunder.

If my wife should fail or cease to serve as executrix hereunder, then I designate and appoint my daughters, Rebecca Moore, Rachel Fowler and Regina Holderness, as successor executrix. My successor executrix

shall have all the rights, powers, duties, responsibilities and exemptions as are herein conferred upon the original executrix.

ITEM ELEVEN: I expressly provide that my wife may appoint a corporate executor and/or trustee, whose capital stock and surplus combined shall not be less than Five Million (\$5,000,000) Dollars. If a corporate trustee is appointed, my natural trustees, other than my wife, shall resign as trustees hereunder. My wife may vest full authority for the management and control of my estate or trust in said corporate executor or trustee or may continue to serve as co-executor and/or co-trustee with said corporation.

If at any time there be a corporate trustee serving either alone or with a natural trustee, I hereby expressly provide that my wife, during her lifetime, or after her death, the guardian of a minor income beneficiary, may at any time terminate the appointment of the corporate trustee, and appoint any new corporate trustee he or she may select, whose capital stock and surplus combined shall not be less than Five Million (\$5,000,000) Dollars, provided, however, that if he or she elects so to do, he or she must notify said corporate trustee at least sixty (60) days before the appointment of the successor corporate trustee shall take effect. Said writing shall bear the same formality as a conveyance of real estate, to be recorded in the public records of Jefferson County, Alabama, and shall designate therein a substitute corporate trustee which shall have the same rights, powers and duties thereafter as is herein prescribed with regard to the corporate trustee. After receipt of said notice, the first corporate trustee shall deliver over to the substituted corporate trustee all trust property remaining in its possession belonging to said trust, after first deducting therefrom all fees and charges to which it is entitled, including the fee for its services as herein prescribed. The first corporate trustee shall execute all instruments necessary to pass title from itself as corporate trustee to the substituted corporate trustee. Upon the completion of said transfer in accordance with provisions hereof, the first corporate trustee shall forthwith stand discharged. Similar subsequent changes in the corporate trustee may be made by following the same procedure as hereinabove described.

IN WITNESS WHEREOF:

I, Clyde W. Brown, the testator, sign my name to this instrument this 30 day of Sept., 1982, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen years of age or older, of sound mind, and under no constraint or undue influence.

Clyde W. Brown
Clyde W. Brown

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is nineteen years of age or older, of sound mind, and under no constraint or undue influence.

Teresa N. Childs
WITNESS

Barbara B. Grindle
WITNESS

J. Kelley
WITNESS

B. Lam, Al.
ADDRESS

B. Lam, Al.
ADDRESS

B. Lam, Al.
ADDRESS

STATE OF ALABAMA,

COUNTY OF JEFFERSON.

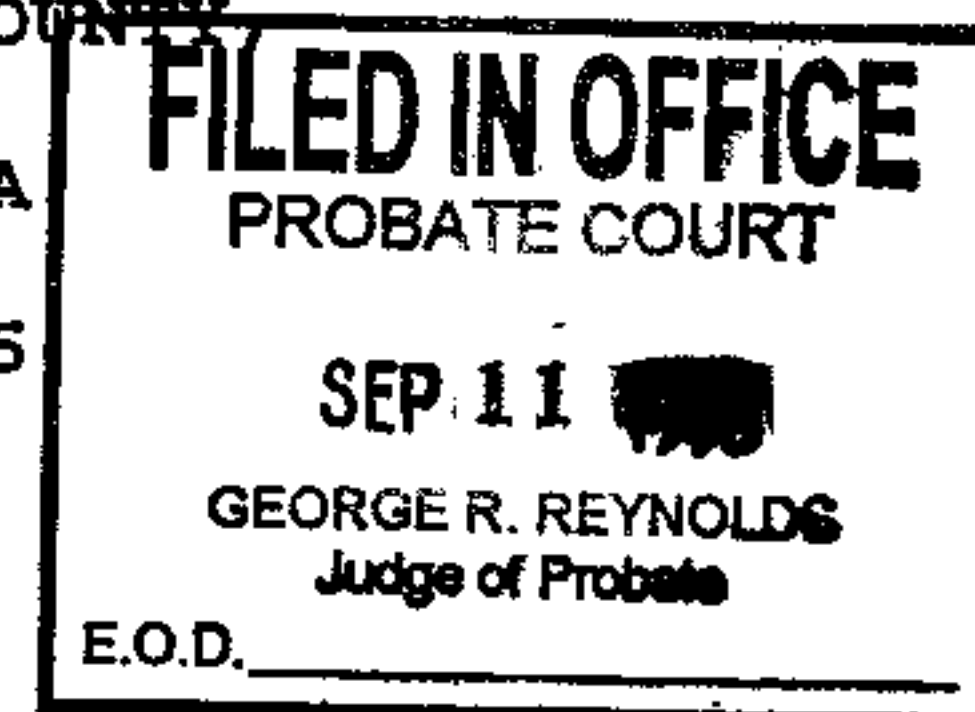
Subscribed, sworn to and acknowledged before me by Clyde W. Brown, the testator, and subscribed and sworn to before me by _____
Teresa N. Childs, Barbara B. Grindle and
James L. O'Kelley, witnesses, this 30 day of Sept.,
1982.

Gene M. Miller
Notary Public

151595

IN THE MATTER OF
THE ESTATE OF:
CLYDE W. BROWN,
Deceased.

) IN THE PROBATE COURT OF
)
) JEFFERSON COUNTY
)
) ALABAMA
)
) CASE NO. 151595



DISCLAIMER OF INTEREST

In accordance with §§43-8-290, et. seq., Code of Alabama (1975, as amended), I, Chloette O. Brown, being the widow of Clyde W. Brown, do by this Disclaimer of Interest definitely and finally disclaim, renounce and refuse to accept certain property which shall be described hereafter to which I am entitled under the terms and provisions of the Last Will and Testament of my deceased husband, which was probated in the Probate Court of Jefferson County, Alabama, on May 4, 1995, and further identified by Case No. 151595.

The property that I do hereby disclaim is as follows:

(1) All right, title and interest in and to "Share B" of my said deceased husband's estate, which such share was devised to me pursuant to the terms of Items One and Three of the Last Will and Testament of Clyde W. Brown.

(2) All right, title and interest in and to both the income and the principal of the "Family Trust" established under the terms of Item Three of the Last Will and Testament of Clyde W. Brown.

It is my intention that, by executing this Disclaimer of Interest, any rights or interest which I might otherwise have had in the aforementioned disclaimed devises to me set out under my

said husband's Last Will and Testament be terminated as completely as if I predeceased my said husband. This Disclaimer of Interest shall constitute a partial disclaimer in that I intend to accept and not disclaim the remaining property in the residue of my deceased husband's estate and devised to me pursuant to the terms of Items One and Two of his Last Will and Testament (referred to therein as "Share A").

I confirm that I have not accepted any interest in or benefit from the property interests hereby disclaimed and renounced and that I have not received and I will not receive any consideration in money or monies worth for making this Disclaimer of Interest.

It is my intention that this Disclaimer of Interest constitute a qualified disclaimer as defined in §§2046 and 2518 of the Internal Revenue Code of 1986, as amended, and also within the meaning of §§43-8-290 et. seq. of the Code of Alabama (1975, as amended).

Dated this the 8th day of September, 1995.

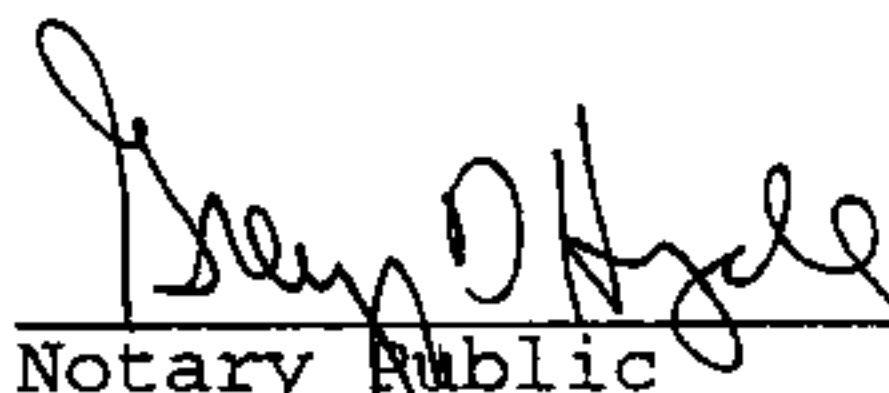
Chloette O. Brown
Chloette O. Brown

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Chloette O. Brown, 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 8th day of September, 1995.



Notary Public

My Commission Expires: 5/2/97

RECEIPT OF DISCLAIMER

I, the undersigned, being the personal representative of the Estate of Clyde W. Brown, deceased, do hereby acknowledge receipt of the attached Disclaimer of Interest by Chloette O. Brown which said instrument was received on this 8th day of September, 1995.

ESTATE OF CLYDE W. BROWN

By: Chloette O. Brown
Chloette O. Brown
Personal Representative

Inst # 1995-26219

09/20/1995-26219
10:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
D15 NCD 43.50