

LETTERS TESTAMENTARY

PROBATE — 60

IN THE MATTER OF THE ESTATE OF

IN THE PROBATE COURT OF
JEFFERSON COUNTY,
ALABAMA

AFTON M. LEE, SR.

Deceased

CASE NO. 131718

LETTERS TESTAMENTARY

BE IT REMEMBERED AND MADE KNOWN TO ALL WHOM IT MAY CONCERN:

That the will of the above-named deceased having been duly admitted to record in said County, Letters Testamentary are hereby granted to MYRTLE LEE TINSLEY, LORETTA E. JONES

AND REGINALD DAMON LEE

Executors named in said will, who have complied with the requisitions of law and who authorized to take upon themselves the execution of such will.

Witness my hand this date, NOVEMBER 7, 1989

(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 2, 1997

Peggy A. Proctor
Chief Clerk

05/08/1997-14426
02:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
015 MCD 43.50

Inst # 1997-14426

STATE OF ALABAMA)
JEFFERSON COUNTY)

131718

JR 2084 PG 184

LAST WILL AND TESTAMENT
OF
AFTON M. LEE, SR.

I, Afton M. Lee, Sr., a resident of Jefferson County, Alabama, being over the age of twenty-one years and of sound mind and disposing memory do hereby make, declare and publish this as my Last Will and Testament, and do hereby revoke any and all former wills and codicils that may have been at any time heretofore made by me.

ITEM I

I will and direct that my Executors hereinafter named shall, as soon after my death as practicable, pay the debts owed by me and the claims against my estate (including taxes) as required by law, all expenses of or incident to my funeral and burial and the expense of the administration of my estate.

ALC
All inheritance, estate and succession taxes (including interest and penalties thereon) payable by reason of my death with respect to property passing under my will or any codicil, insurance on my life, United States savings bonds (however held) and property held by me jointly with any person with right of survivorship, and with respect to the interest therein of any person, shall be paid out of and be charged generally against the principal of my residuary estate, without reimbursement from any person.

ITEM II

I give and bequeath the sum of Five Thousand and No/100 Dollars (\$5,000.00) to my grandson, Carl E. Johnson, who is the child of a deceased child of mine (Arhodia Johnson, deceased). I make no other provision for said Carl E. Johnson in this Will.

ITEM III

I hereby give, devise and bequeath all of the rest, residue and remainder of my estate as provided in Item III A and in Item IV of this Will.

A. I give and bequeath my entire residuary estate, except my

Not in official this time
July 27, 1982
The Notary Public for Jefferson County, Alabama

Notary of Probate

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real estate and interests in real estate which I may own at the time of my death, to my six (6) children, namely: Afton M. Lee, Jr., Myrtle Lee Tinsley, Thelma Lee Clark, Reginald Damon Lee, Loretta E. Jones, and Robert M. Lee, share and share alike. In case any of my said six (6) children shall have died in my lifetime leaving lawful issue living at the time of my death, such issue shall take by representation and per stirpes between them the share which his or her parent would have taken had such parent survived me.

ITEM IV

I hereby give and devise all of my real estate and interests in real estate which I may own at the time of my death to the Trustees hereinafter named, in trust, nevertheless, for the uses and purposes, upon the terms and conditions, and with the rights, powers, duties and exemptions as hereinafter provided in this item.

A. The Trustees shall hold, manage, invest and reinvest the entire Trust Estate and shall pay over the income therefrom and the corpus thereof as follows:

1. Upon my death the Trustees shall apportion the Trust Estate into so many equal parts that there will be one share for each of my six children (named in Item III A above) then living, and one share for the then living descendants of each of said six children who is deceased.

2. This trust shall continue for as long as any one of said six children is living. During the continuance of this trust; the Trustees shall pay to or for the benefit of each beneficiary of this trust the entire net income from his or her share at least annually, and the Trustees are also authorized to distribute to any such beneficiary such portion of his or her share of the principal of the trust estate as the Trustees, in their sole discretion, deem advisable for such beneficiary's health, support and education.

3. If any share is set aside, pursuant to paragraph 1 hereinabove to a descendant of a deceased child of mine, and such descendant shall die prior to the final distribution to him or her of his or her share of said trust estate, then such share, or the remaining portion thereof, shall be transferred and paid over to the remaining descendants then living of such deceased child of mine, per stirpes,

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the share of any of said remaining descendants to be merged with, administered and disposed of as a part of such other share, if any, as may then be held hereunder for the benefit of such remaining descendant. If there are no remaining descendants of such deceased child of mine, then such share, or the remaining portion thereof, shall be held in trust hereunder for the benefit of my living descendants (except said Carl E. Johnson to whom I have made a bequest in ITEM II of this Will) per stirpes, the share of any such descendant to be merged with, administered and disposed of as a part of such other share, if any, as may then be held hereunder for the benefit of such descendant.

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4. Upon the death of any child of mine (for whom a share is set aside pursuant to paragraph 1 hereinabove) prior to the final distribution to him or her of his or her share of said trust estate, then such share or the remaining portion thereof, shall be held in trust hereunder for the benefit of such child's descendants then living, per stirpes, or if none, then for the benefit of my living descendants (except said Carl E. Johnson) per stirpes, the share of any such descendant to be merged with, administered and disposed of as a part of such other share, if any, as may then be held hereunder for the benefit of such descendants.

5. Upon the death of the last surviving of my said six children, named in ITEM III A above, the share or remaining share in said Trust Estate of each beneficiary of this trust then living and entitled to the income or to the benefit of the income of this trust shall be paid over to such beneficiary outright and free of trust; provided, however, that any share which would thereby pass to any beneficiary who is under twenty-one years of age shall not be paid outright to such beneficiary but shall be held for his or her benefit under the provisions of this Trust and the Trustees shall pay over to or for the benefit of such beneficiary so much of his or her share of the income and corpus of the Trust as the Trustees deem reasonably necessary for his or her health, welfare, education and support until he or she attains the age of twenty-one years, at which time his or her share shall be paid over to him or her outright and free of trust.

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In exercising their discretionary authority with respect to the payment of principal of the Trust Estate or any share thereof to any beneficiary under any of the provisions hereinabove set forth, the Trustees shall take into consideration any income or other means available to such beneficiary from sources outside of this trust that may be known to the Trustees; and the determination of the Trustees with respect to the necessity for and the amounts of any payments from principal to be made to or for the benefit of any beneficiary, as hereinabove provided, shall be conclusive upon all persons howsoever interested in this trust.

Upon any division or final distribution of the property of the Trust Estate, as herein provided, the Trustees may divide or distribute such property in kind, including undivided interests therein, or in their absolute discretion, the Trustees may sell all or any part of such property and make such division or distribution in cash or partly in cash and partly in kind; and the decision of the Trustees as to what constitutes proper division of the Trust Estate, either prior to or upon any distribution thereof, shall be binding upon all of the beneficiaries.

The term "issue" as used herein shall mean lawful issue and shall include legally adopted children.

B. In addition to all other rights and powers of the Trustees the Trustees are hereby accorded the rights, powers and exemptions set out below in this item and may exercise the same without application to any court for leave or confirmation:

(a) To sell at public or private sale, for cash or on terms to lease for periods within or beyond the duration of the Trust, and to exchange all or any portion of the Trust Estate (including real, personal or mixed property) at such time, for such consideration, and upon such terms and conditions as the Trustees may deem advisable without liability upon the purchaser to see to the proper application thereof, and to execute all instruments necessary or proper to effect or evidence such sale, lease or exchange.

(b) To grant and convey by lease or other instrument, for terms within or beyond the duration of the trust, the right to explore for and to produce and remove oil, gas and minerals on, in or from any lands at any time constituting a part of the Trust Estate, and to grant perpetual easements or easements for terms within or beyond the duration of the trust on, over and with respect to any such lands.

(c) To retain any of the bonds, shares of stock, real property or other property passing to the Trustees hereunder for such time as to the Trustees shall seem advisable, without liability for any loss the Trust Estate may sustain by reason of their so doing, and to dispose of the same by sale or exchange or otherwise as and when Trustees shall deem advisable, and to invest and reinvest the proceeds of the property so disposed of in accordance with the provisions of paragraph (k) below.

(d) To determine what losses, expenses and other items shall be charged against principal and what against income and to charge the premiums of securities purchased at a premium either against principal or income or partly against income and partly against principal in such manner as to provide a fair distribution or apportionment between income and principal.

(e) To compromise, arbitrate or otherwise adjust claims in favor of or against the Trust Estate or Trustees.

(f) To insure, repair, rebuild, improve, maintain, remove or replace any buildings or improvements that may be a part of the Trust Estate and for any such purposes to set up reserves out of income received.

(g) To vote all shares of stock at any time forming a part of the Trust Estate at corporate meetings, to waive any notice and give any consent for or with respect to such shares of stock and to give and delegate to any attorney-in-fact or proxy any power given herein to said Trustees with respect to such shares of stock, to exercise any rights or options with respect to any such stock, and to cause any stocks, bonds or other securities to be registered in the name of the nominee or nominees of Trustees, and to participate in any reorganization or liquidation of any corporation in which Trustees hold stock.

(h) To treat stock dividends and other extraordinary non-cash dividends, realized appreciation of assets, and other assets received by Trustees as income or principal of the Trust Estate or to apportion the same between income and principal, in such manner as to provide a fair distribution or apportionment between income and principal.

(i) To give and execute powers of attorney for the cancellation of any mortgages, to continue mortgages beyond and after maturity, with or without renewal or extension, upon such terms as may seem to Trustees advisable; to foreclose, as an incident to collection of any bond or note, any mortgage or pledge securing such bond or note, and to purchase the same by conveyance without foreclosure; and to retain any property bought in under foreclosure or taken over without foreclosure for such time as to Trustees shall seem best.

(j) To pay from the income or corpus of the Trust Estate any taxes which may be assessed thereon and any and all expense that may properly be incurred in or about the management of the trust.

(k) To invest and reinvest said Trust Estate and the proceeds of sale or disposal of any portion thereof in such bonds, mortgages, stocks (common and preferred), securities, real property or other property or interests in property of any kind, including any discretionary or other common trust fund or funds as Trustees may deem advisable without regard to any constitutional, statutory or other restrictions or limitations on or rules or regulations with respect to investment of trust funds, all of which restrictions, limitations, rules and regulations are hereby waived and may be entirely disregarded by Trustees.

(l) To make distribution of principal, when such becomes payable or distributable, in kind or in cash or partly in kind and partly in cash, and if advisable in their opinion Trustees may, by a sale or sales thereof, convert into cash any securities, property or other subject of investment then constituting a part of the Trust Estate before making such distribution. Any real property, securities or other property distributed by Trustees under the foregoing provisions hereof shall be taken at fair market value thereof at the time of such distribution or, if the same have not a market value, then at such value as Trustees shall deem proper and the determination of Trustees as to the fairness of such distribution shall be conclusive and binding upon all parties concerned.

(m) To employ and consult with attorneys, tax advisors, accountants, appraisers and other advisors as Trustees may deem necessary or proper, to pay their fees in reasonable amounts as charges on either income or corpus as Trustees may deem appropriate, and acting in good faith, to rely and act upon the advice of them or any of them.

 (n) If any beneficiary shall become entitled to receive any payment from Trustees at a time when, in the reasonable determination of Trustees, it would be impracticable or inadvisable to make such payment to the beneficiary because of the beneficiary's physical or mental condition or because the beneficiary is then under any incapacitation or legal disability, then Trustees are hereby authorized to apply such payment for the beneficiary by making such payment for his sole benefit directly to his spouse, guardian, parent or the person in loco parentis to or the person with custody of the person of, such beneficiary, or directly to any medical or care institution where such beneficiary may be confined, or to any educational institution which he may then be attending or to any other person, firm or corporation for any goods, services or expenses of the beneficiary which Trustees deem proper, and Trustees shall be fully discharged from any further liability or responsibility therein by obtaining a written receipt for such payments from the person or institution to which the payments are made. The Trustees may, in their discretion, make any payment called for hereunder directly to any beneficiary whether or not the beneficiary is then under any incapacitation or disabilities, without the intervention of a guardian and any such payments shall fully discharge and acquit Trustees.

(o) To resign as Trustees by giving written notice to the adult beneficiaries then entitled to the income from the Trust Estate (or, if none, to the parent, guardian, or conservator of any minor income beneficiary). No successor trustee shall be liable or responsible in any way for any acts, neglect or defaults of any predecessor trustee nor to take any action against such predecessors, but each successor trustee shall be liable only for its own direct acts, neglect and defaults in respect to property actually received by such successor trustee.

(p) To borrow funds if the Trustees deem such action to be reasonably necessary to protect or preserve the Trust Estate or any part thereof, or its income, or if the Trustees in the Trustees' discretion deem such action to be in the best interest of the income beneficiaries; and, in connection therewith, to mortgage or encumber any part of the Trust Estate and to execute notes, mortgages, deeds of trust, security agreements, financing statements and any other instruments, upon such terms and for such duration (not limited to the duration of this trust) as the Trustees in the Trustees' discretion deem appropriate.

C. I hereby nominate, constitute and appoint Myrtle Lee Tinsley, Loretta E. Jones and Reginald Damon Lee as Trustees of the Trust created under the terms of this Will. The Trustees are hereby exempted from giving bond or other security as Trustees. The Trustees are hereby relieved and exempted from the necessity of filing any report, inventory, settlement or accounting in any court but they shall, in any event, keep accurate records and accounts of all transactions affecting the Trust and shall at least annually render a written report of the same to the then adult income beneficiaries of the Trust and to the parent or custodian of any minor income beneficiary.

A majority of the Trustees shall be authorized to make decisions and to act in all matters pertaining to the Trust.

In the event that any of the three persons originally named herein as Trustees shall die, resign or be disqualified or unwilling or unable to act as such, then the vacancy shall be filled by the remaining Trustees by appointing a successor co-trustee to fill such vacancy. Such appointment shall be made by an instrument in writing acknowledged in the same manner as deeds of real estate are required to be acknowledged in the State of Alabama at

JR2077PG867

that time and either (a) delivered to such successor trustee, or (b) filed for record in the Probate Office of Jefferson County, Alabama. Such successor trustee shall indicate willingness to act as such by a writing signed by such successor appended to said instrument of appointment and acknowledged in the same manner as said instrument of appointment is required to be acknowledged. If for any reason there are not two Trustees able and willing to fill a vacancy or vacancies, then said vacancy or vacancies may be filled by all of the then adult beneficiaries of said Trust acting together, and if any shall, after reasonable notice, fail to join in said action or shall be unavailable, then said vacancy or vacancies shall be filled by such of the then adult beneficiaries as may assume to act. The foregoing provision for filling vacancies shall be interpreted liberally in favor of the power to act and any recital of pertinent facts and any appointment of a successor Trustee made hereunder shall be prima facie evidence of the truth of said facts so recited and shall be full protection to any person who shall in good faith act in reliance thereon.

 All alternate or successor trustees or co-trustees named herein or in accordance herewith, shall have the same powers, discretion, duties and immunities as those originally named herein.

Notwithstanding any other provisions in this Will, it is my will and desire that, upon my death, my daughter, Myrtle Lee Tinsley, who is one of the Trustees and Executors named herein, shall undertake the full management of the rental properties which I own or in which I have an interest at the time of my death. I hereby authorize her to collect the rents, to see to the proper maintenance of the properties, to keep proper records and otherwise to attend to the day to day management of said rental properties. She shall also see to it that all ad valorem taxes and assessments on all of the real estate belonging to my estate are paid. All expenses, taxes and disbursements necessitated by

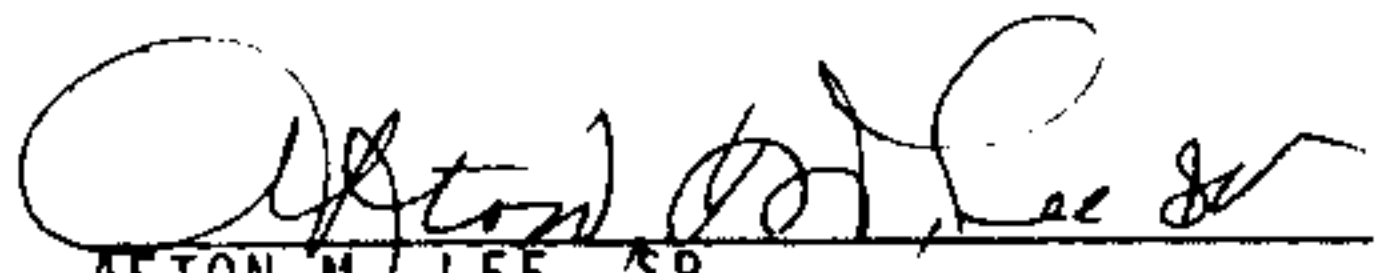
such management, including compensation to and reimbursement of any expenses incurred by Myrtle Lee Tinsley in managing said properties shall be paid out of the Trust Estate. She shall render an accounting to the other two Trustees or Executors of the income and expenses and her other acts and doings as manager of the rental properties, at least semi-annually. For such services to the Trust Estate, she shall be entitled to fifteen percent (15%) of the gross income from the rental properties. If she renders other services to the Trust Estate, her compensation shall be such amount as agreed upon by the other two Trustees or Executors. In the event Myrtle Lee Tinsley shall die or be unable or unwilling to undertake said management responsibilities, then the person or firm employed by the Trustees to manage said properties shall receive such compensation as agreed by the Trustees.

JR 2077PG869

ITEM V

I hereby nominate and appoint Myrtle Lee Tinsley, Loretta E. Jones and Reginald Damon Lee or the survivor of them, as Executors of this my Last Will and Testament, and I direct that none of them shall be required to give bond or to file an inventory or appraisal of my estate 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. I hereby vest in my said Executors the same full powers of management, control and disposition of my estate as given to the Trustees under ITEM IV hereof and I direct that in the exercise of such powers they shall be free from the control and supervision of the Probate Court, or any other court.

IN WITNESS WHEREOF, I, the said Afton M. Lee, Sr., the testator, sign my name to this instrument this 20th day of October, 1982, and being first duly sworn, do hereby declare to the undersigned authority 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.

 (SEAL)
AFTON M. LEE, SR.

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We, LOUIS FLEISHER and LARRY K. ANDERSON, the 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 sign 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.

Louis Fleisher
Witness

Larry K. Anderson
Witness

STATE OF ALABAMA)
JEFFERSON COUNTY)

JR 2077 PG 793

Subscribed, sworn to and acknowledged before me by Afton M. Lee, Sr., the testator and subscribed and sworn to before me by LOUIS FLEISHER and LARRY K. ANDERSON, witnesses, this 20th day of October, 1982.

Afton M. Lee, Sr.

Beverly D. Alexander
Notary Public

FIRST CODICIL TO THE
LAST WILL AND TESTAMENT
OF AFTON M. LEE, SR.

131718

I, AFTON M. LEE, SR., a resident of and domiciled in Jefferson County, Alabama, being of sound mind and disposing memory, do hereby make, publish and declare the following as a First Codicil to my Last Will and Testament which bears date the 20th day of October, 1982.

I do hereby amend my said Last Will and Testament as follows:

FIRST: I hereby delete ITEM II of my said Last Will and Testament and substitute therefor the following ITEM II.

ITEM II

A. I give and bequeath the sum of \$40,000.00 to my grandson, Carl E. Johnson, if he survives me. He is the child of my daughter, Arhodia Johnson, now deceased. I make no other provision for said Carl E. Johnson in my Will.

B. I have created certain joint accounts with each of my daughters, namely, Myrtle Lee Tinsley, Thelma Lee Clark and Loretta E. Jones. It is my intention and I hereby direct that on my death each such joint account shall belong exclusively to the daughter whose name is on such account with me. In the case of Thelma Lee Clark, if the joint account in my name and hers has a balance on my death of less than \$40,000.00, I hereby give and bequeath to her an amount equal to the difference (so that, for example, if such joint account has a balance of only \$10,000.00, the bequest to her hereunder shall be \$30,000.00). The joint account with Loretta may be considerably less than the other two accounts but she has had use of funds I provided for her in the purchase of a house. I have attempted to be fair in this matter but realize that there may be some unequal treatment.

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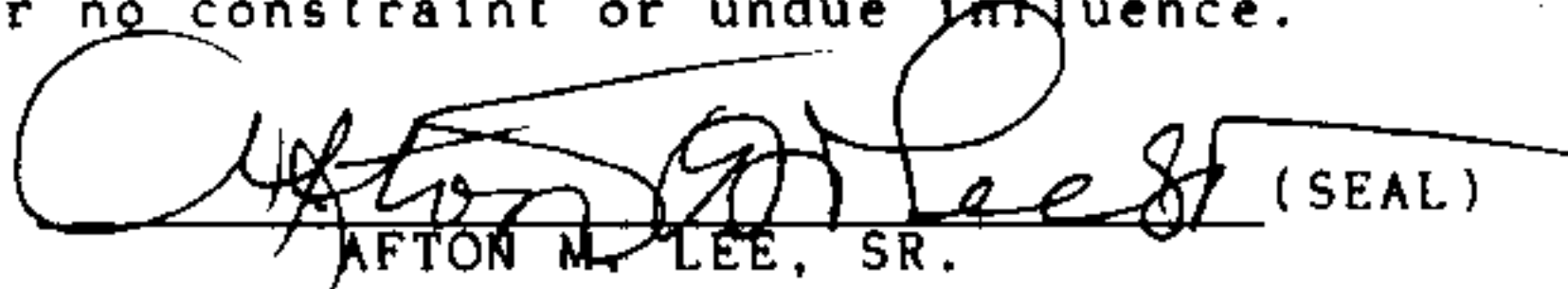
WITNESSES
My 1st witness
My 2nd witness

George R. Reynolds

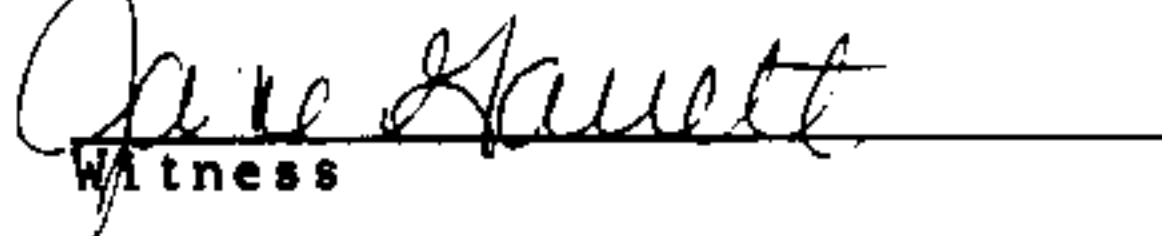
JR 2077PG871

In all other respects, I confirm and republish my Last Will and Testament signed by me on October 20, 1982.

IN WITNESS WHEREOF, I, AFTON M. LEE, SR., the testator, sign my name to this instrument this 17th day of August, 1987, and being first duly sworn do hereby declare to the undersigned authority that I sign and execute this instrument as a First Codicil to my Last Will and Testament dated October 20th, 1982, 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 18 years of age or older, of sound mind, and under no constraint or undue influence.

 (SEAL)
AFTON M. LEE, SR.

We, Jane Garrett and Nell Herron the 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 a First Codicil to his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby sign this instrument as witness to the testator's signing, and that to the best of our knowledge and belief the testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Witness


Witness

STATE OF ALABAMA)
JEFFERSON COUNTY)

Subscribed, sworn to and acknowledged before me by Afton M. Lee, Sr., the testator and subscribed and sworn to before me by Jane Garrett and Nell Herron, witnesses, this 17th day of August, 1987.


Notary Public

JR 2077PG 795

CERTIFICATE TO THE PROBATE OF WILL AND CODICIL

The State of Alabama

JEFFERSON COUNTY

I, George R. Reynolds, Judge of the Court of Probate, in and for said State and

County, do hereby certify that the foregoing instrument S of writing ha ve this day, in said Court, and before me as
the Judge thereof, been duly proven by the proper testimony to be the genuine last Will and Testament and Codicil
of AFTON M. LEE, SR., Deceased and that said Will and Codicil

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together with the proof thereof have been recorded in my office in Judicial Record, Volume 2080, Page 784-796.

In witness of all which I have hereto set my hand, and the seal of the said Court, this date Nov. 7, 1989

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George R. Reynolds
_____, Judge of Probate.

The State of Alabama
JEFFERSON COUNTY

PROBATE COURT

CASE # 131718

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 _____

THE LAST WILL AND TESTAMENT AND CODICIL THERETO AND CERTIFICATE TO
PROBATE WILL

in the matter of THE ESTATE OF AFTON M. LEE, SR., DECEASED

HYDUCUAK ORIBATE CASE # 131718

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

Inst # 1997-14426

Given under my hand and seal of said Court, this

the 5TH day of MAY, 19 97

05/08/1997-14426
02:03 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

015 MCD 43.50

Peggy A. Proctor

Chief Clerk

Inst # 1997-14426