

LAST WILL AND TESTAMENT

OF

HENRY C. HUDSON

FILED IN OFFICE THIS 15 DAY OF
January 19 99, FOR PROBATE
 AND RECORD.
General Lupton
 JUDGE OF PROBATE

I, HENRY C. HUDSON, 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 heretofore made by me.

ITEM ONE: I direct that all of my debts, including the expenses of my last illness and funeral, shall first be paid out of my estate by my Executor, hereinafter named, as soon as practicable after my death.

ITEM TWO: I give and bequeath all of my wearing apparel, jewelry, books, pictures, and all other objects of my personal use, including any household furniture and furnishings which I may own, together with any insurance thereon, all club memberships and stadium certificates, to my wife, Vivian H. Hudson, absolutely, if she survives me, and if not, in equal shares to each child of mine who survives me and each deceased child of mine with descendants who survive me, such descendants to take, per stirpes, the share which the child would have taken if living. If my wife survives me, I make no disposition of any household furniture and furnishings inasmuch as these items are the property of my wife. I hereby vest in my Executor full power and authority to determine what objects of property are included in the foregoing descriptions. If any property bequeathed under this Item is distributable to a descendant of mine who has not attained the age of nineteen (19) years, my Executor may, in the Executor's sole discretion, deliver the same directly to such descendant or to the parent, guardian, or other person having custody of such descendant.

ITEM THREE: All of the rest, residue, and remainder of my property, of whatever kind and character and wherever situated, shall be disposed of by my Executor as hereinafter provided:

(a) If my wife survives me, my Executor shall, as soon as

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 SHELBY COUNTY JUDGE OF PROBATE
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practicable after my death, divide the property constituting said residue of my estate into two fractional shares, one of which is referred to as the Family Share and the other as the Marital Share. The Marital Share shall be held or disposed of in accordance with the provisions of ITEM FOUR hereof and the Family Share in accordance with the provisions of ITEM FIVE hereof.

(1) The Family Share shall consist of that fractional share of said residue of my estate as determined by a fraction, the numerator of which shall be the maximum amount which can be included in the Family Share without causing any federal estate tax to be payable by my estate, and the denominator of which shall be the value of said residue of my estate. The Marital Share shall consist of the remaining fractional share of said residue of my estate. For the purpose of this paragraph, any federal estate tax payable by my estate shall be determined without application of the credit for state death taxes.

(2) All administration expenses and all estate or other tax payable out of my estate by reason of my death shall be paid by my Executor solely out of property designated as the Family Share.

(3) The values referred to herein shall be the values as finally determined for federal estate tax purposes.

(4) If my wife makes a qualified disclaimer of any part or all of the Marital Share, such disclaimed property shall be added to the Family Share and shall be held or disposed of in accordance with the provisions of ITEM FIVE hereof.

(b) If my wife does not survive me, then the entire residue of my estate shall constitute the Family Share and shall be held or disposed of in accordance with the provisions of ITEM FIVE hereof.

ITEM FOUR: The Marital Share, hereinafter referred to as the Marital Trust, I give, devise and bequeath to my Trustee, who shall hold the same in trust for the use and benefit of my wife, Vivian H. Hudson, as hereinafter provided:

(a) During the lifetime of my said wife, the Trustee shall pay to her the entire net income from said trust in installments

Signature

convenient to her, but at least annually. If at any time during such period the net income from said trust is insufficient, in the opinion of the Trustee, for the health, maintenance and support of my wife, taking into account other resources available to her and known to the Trustee, the Trustee shall pay to her such additional sum or sums out of the principal of said trust as the Trustee may deem necessary or desirable for said purposes. My wife shall have the right at any time and from time to time, by giving ninety days written notice to the Trustee 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 said wife the Marital Trust shall terminate, and the Trustee 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 Trustee shall hold or dispose of any unappointed portion of the Marital Trust as part of the Family Share in accordance with the provisions of ITEM FIVE 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 FIVE: The Family Share, hereinafter referred to as the Family Trust, I give, devise and bequeath to my Trustee, who shall hold the same in trust for the uses and purposes as hereinafter provided:

(a) During the lifetime of my wife, Vivian H. Hudson, the Trustee shall pay to her the entire net income from said trust in installments convenient to her, but at least annually. If at any time during such period the net income from said trust is insufficient, in the opinion of the Trustee, for the health, maintenance and support of my wife, taking into account other resources available to her and known to the Trustee, the Trustee shall pay to her such additional sum or sums

Signature

out of the principal of said trust as the Trustee may deem necessary or desirable for said purposes, provided, however, that no principal shall be paid from the Family Trust for her benefit until the Marital Trust shall have been exhausted.

(b) Upon the death of my said wife, or upon my death if she shall not survive me, the Trustee shall apportion the 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. The Trustee shall transfer and pay over, subject to the provisions of ITEM SIX hereof, any share set aside for the living descendants of a deceased child of mine, to such descendants, per stirpes.

(c) The Trustee shall transfer and pay over the share allocated to any child of mine to such child free of trust.

ITEM SIX: If any share of my estate or of any trust hereunder becomes distributable by the terms hereof to a descendant of mine who is under the age of twenty-one (21) years, then though his or her share shall be vested in him or her, the Trustee shall hold or continue to hold the same in trust with all of the powers and authority given to the Trustee with respect to other trust property held hereunder, until he or she shall attain the age of twenty-one (21) years, using and applying for his or her health, maintenance, support and education such part of the income and principal of such share as the Trustee shall deem necessary or desirable for said purposes, accumulating and adding to principal any income not so used or distributing the same in such manner as the Trustee shall deem to be in the best interests of such descendant. When such descendant shall attain the age of twenty-one (21) years, the Trustee shall transfer and pay over said share to him or her free of trust. If such descendant shall die prior to attaining the age of twenty-one (21) years, the Trustee shall transfer and pay over said share to his or her executor or administrator.

ITEM SEVEN: If, at the time of my death or at the time for distribution of the remainder of any trust created hereunder, any of my property is not otherwise disposed of either by the terms of this Will

Signature

or by the exercise of any power of appointment granted hereunder, I give, devise and bequeath said property to such persons as would be entitled to inherit said property and in such proportions as 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.

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

1. To collect the income therefrom.
2. To compromise, adjust and settle in the Trustee's discretion any claim in favor of or against the trust.
3. To hold any property or securities originally received by the Trustee as a part of the trust or to which the Trustee may 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 the Trustee 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 Trustee 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, shares of regulated investment companies or trusts, 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 Trustee may seem suitable.
6. To hold, retain or acquire property or securities which in the Trustee's opinion is 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 the same, and to waive notice

Henry C. Edwards

Signature

of any meeting and to give any consent for or with respect thereto.

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 enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustees or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

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 Trustee deems 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 Trustee may approve, and in general to take any action which the Trustee deems necessary or desirable in such operation 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 Trustee may select or to contract with

Signature

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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 Trustee deems necessary or desirable.

12. 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 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 to repay the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

14. To hold money in the Trustee's custody while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds (in which case the Trustee shall keep a separate account of the same), and the Trustee 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 Trustee deems 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 Trustee, or in the name of the Trustee's 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 Trustee deems necessary or desirable.

18. To determine whether any money or property coming into the Trustee's hands shall be treated as a 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 Trustee may deem just and equitable; provided, however, that such powers shall be exercised in accordance with the provisions of the Alabama Principal and Income Act.

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, to pay the same from the principal thereof.

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

Signature

Henry C. H. H.

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.

ITEM NINE: It is my intention that the trust created in ITEM FOUR hereof be treated as a qualified terminable interest trust, and my Executor shall so construe all provisions of my will which may require construction in order to carry out such intention. Nothing herein contained shall be interpreted to interfere with the election of my said Executor to treat any part or all of said trust as qualifying for the marital deduction, and my said Executor shall have full authority to make such election as shall be in the best interests of my family and of my estate, and such election shall be final and binding upon all persons.

ITEM TEN: Any elections permitted by any tax law, including the election to file joint income tax returns, to consent to have gifts made by my spouse treated as if made partially by me, and to take certain deductions as income tax deductions or as estate tax deductions, shall be made in the sole discretion of the Executor, and no adjustment between principal and income or any other adjustments shall be required as a result of any such election by the Executor.

ITEM ELEVEN: Additional property of any kind and character may be added to any trust hereunder, with the consent of the Trustee, by me or any person or fiduciary, by will or otherwise, and such property so received by my Trustee 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 TWELVE: 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 from any trust other than the Marital Trust to or for any beneficiary may, in the discretion of the Trustee, be made to any person or organization (including the beneficiary, the guardian of the beneficiary, or anyone having custody and care of the beneficiary, or who provides goods or services for him or her), who shall apply such payment for the use and benefit of the beneficiary as provided for hereunder.

Signature

(b) Upon making any payment or transfer hereunder, the Executor and Trustee 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 Trustee shall be fully discharged as to such trust.

(c) Whenever the word "Trustee", "Trustees", "Executor" or "Executors" is used, it shall be construed either as singular or plural, and masculine, feminine or neuter, whichever is proper in accordance with the context.

(d) The distribution of my estate and the division into separate trusts and shares shall be made in the sole discretion of the Executor or Trustee in cash or in kind or in both, including undivided interests in property, without regard to the basis for income tax purposes of any property so distributed or divided in kind, and such distributions and divisions and the values therefor established by the Executor or Trustee shall be binding and conclusive on all persons.

ITEM THIRTEEN: I hereby designate and appoint my son, Henry Collier Hudson, as Executor and Trustee hereunder. If my said son should resign or for any reason fail or cease to serve as an Executor or Trustee, then I hereby designate and appoint my son, Dan Howard Hudson, as successor Executor or successor Trustee, as the case may be. If the said Dan Howard Hudson should resign or for any reason fail or cease to serve as an Executor or Trustee, then I hereby designate and appoint my daughter, Lynda Ann Hudson Baker, as successor Executor or successor Trustee, as the case may be. I direct that my Executor and Trustee, and any successor thereto 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 Executor and any successor thereto the same full powers of management, control and disposition of my estate as are

Henry Collier Hudson

Signature

given to the Trustee under ITEM EIGHT with respect to the trust or trusts hereunder.

ITEM FOURTEEN: In the event that my wife and I shall die in a common accident or disaster, or under any circumstances creating any doubt as to which of us survived the other, my wife shall be presumed to have survived me for all purposes under this Will.

ITEM FIFTEEN: The provisions herein made for my wife are in lieu of any and all other rights she may have in my estate, statutory or otherwise, including but not limited to homestead allowance, family allowance and the right to exempt property.

IN WITNESS WHEREOF, I, Henry C. Hudson, the testator, sign my name to this instrument this 19th day of January, 1987, 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.

Henry C. Hudson
Henry C. Hudson

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.

Burd T. Williams
Address: 219 LaPrade Place
B'ham, AL 35209

Frank D. Williams
Address: 2121 Highland Ave
B'ham, Ala. 35205

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

Subscribed, sworn to and acknowledged before me by Henry C.
Hudson, the testator, and subscribed and sworn to before me by
Orion T. Hudson and Frank L. Brown
witnesses, this 19 day of June
1987.

(Signed) Martina L. Jones
Notary Public

[Seal]

My Commission Expires:

3/5/87

Henry C. Hudson

Signature

165890

CERTIFICATE TO THE PROBATE OF WILL

The State of Alabama
JEFFERSON COUNTY

I, George B. Reynolds, Judge of the Court of Probate, in and for said State and County, do hereby certify that the foregoing instrument _____ of writing ha S 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 _____ of HENRY C. HUDSON Deceased and that said Will _____ together with the proof thereof have been recorded in my office in Judicial Record, Volume JR1665, Page 237-237.

In witness of all which I have hereto set my hand, and the seal of the said Court, this date JANUARY 25, 1999.

George B. Reynolds, Judge of Probate.

IN THE MATTER OF:

THE ESTATE OF:

HENRY C. HUDSON
DECEASEDIN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA

CASE NUMBER 165890

ORDER ON FILING AND PROBATING LAST WILL AND TESTAMENT

This day came Henry Collier Hudson and filed a petition in writing, under oath, therewith producing and filing in this Court an instrument of writing purporting to be the Last Will and Testament of Henry C. Hudson, deceased, said will bearing date, January 19, 1987, and attested by Brian T. Williams and Frank Dominick; and praying that the same be probated as provided by law; that the petitioner is the son of said deceased and is named in said Will as executor thereof; and that the widow and next of kin of said deceased are as follows, to-wit: Vivian H. Hudson, Vestavia Hills, Alabama; Henry Collier Hudson, son, Vestavia Hills, Alabama; Lynda Hudson Baker, daughter, Savannah, Georgia and Dan Howard Hudson, son, Vestavia Hills, Alabama, each of whom is over nineteen years of age and of sound mind.

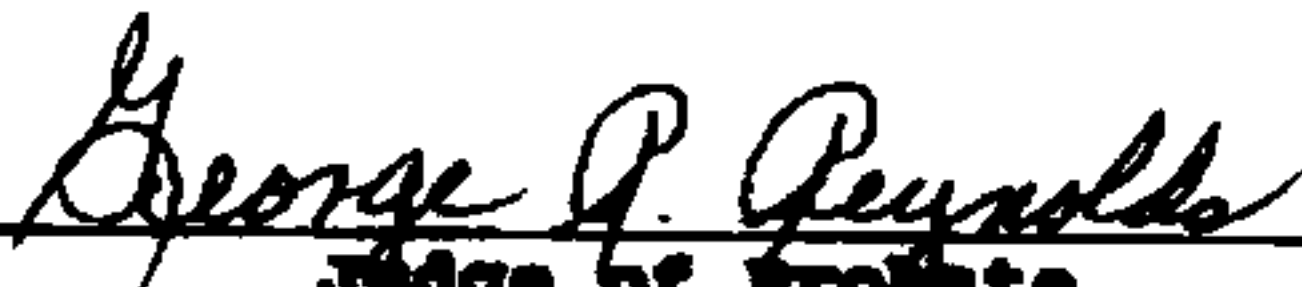
And thereupon come Vivian H. Hudson and each of the above named next of kin expressly waiving all notice of the petition to probate said will and consenting that the same be probated at once, and the court having ascertained by sufficient evidence that the signatures affixed to said waivers of notice and acceptances of service are the genuine signatures of said widow and next of kin; now on motion of said petitioner, the Court proceeds to hear said petition; and, after due proof and hearing had according to the laws of this state, the court is satisfied and is of the opinion that said instrument is the genuine Last Will and Testament of said

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deceased, and that such instrument should be probated as the Last Will and Testament of said deceased. It is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that said instrument be duly admitted to probate as the Last Will and Testament of Henry C. Hudson, deceased, and ORDERED to be recorded together with the proof thereof and all other papers on file relating to this proceeding. It is further ORDERED that petitioner pay the costs of this proceeding.

DONE this date, January 25, 1999.



Judge of Probate

The State of Alabama
JEFFERSON COUNTY

PROBATE COURT

165890

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 HENRY C. HUDSON

CERTIFICATE TO THE PROBATE OF WILL

ORDER ON FILING AND PROBATING LAST WILL AND TESTAMENT

in the matter of **THE ESTATE OF HENRY C. HUDSON**

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

Given under my hand and seal of said Court, this
 the 25th day of April, ~~19~~ 2000

Peggy A. Proctor
 Chief Clerk

The State of Alabama
Jefferson County

Probate Court

In Re

Fee _____

IN THE MATTER OF THE ESTATE OF

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMAHENRY C. HUDSON

Deceased

CASE NO. 165890Inst # 2000-14135
LETTERS TESTAMENTARY05/01/2000-14135
11:55 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

016 CJI 46.00

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 HENRY COLLIER HUDSON
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 this date, January 25, 1999

(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, April 25, 2000Peggy A. Proctor
Chief Clerk