

LAST WILL AND TESTAMENT

JR 1738 PG 538

OF

169418

LOUISE L. MEAGHER

I, LOUISE L. MEAGHER, a resident of Shelby County, Alabama, being of sound mind and disposing memory, do hereby make, publish and declare this instrument as and for my Last Will and Testament and hereby expressly revoke any and all Wills, Codicils and other testamentary dispositions heretofore made by me.

ITEM I

DEBTS AND TAXES

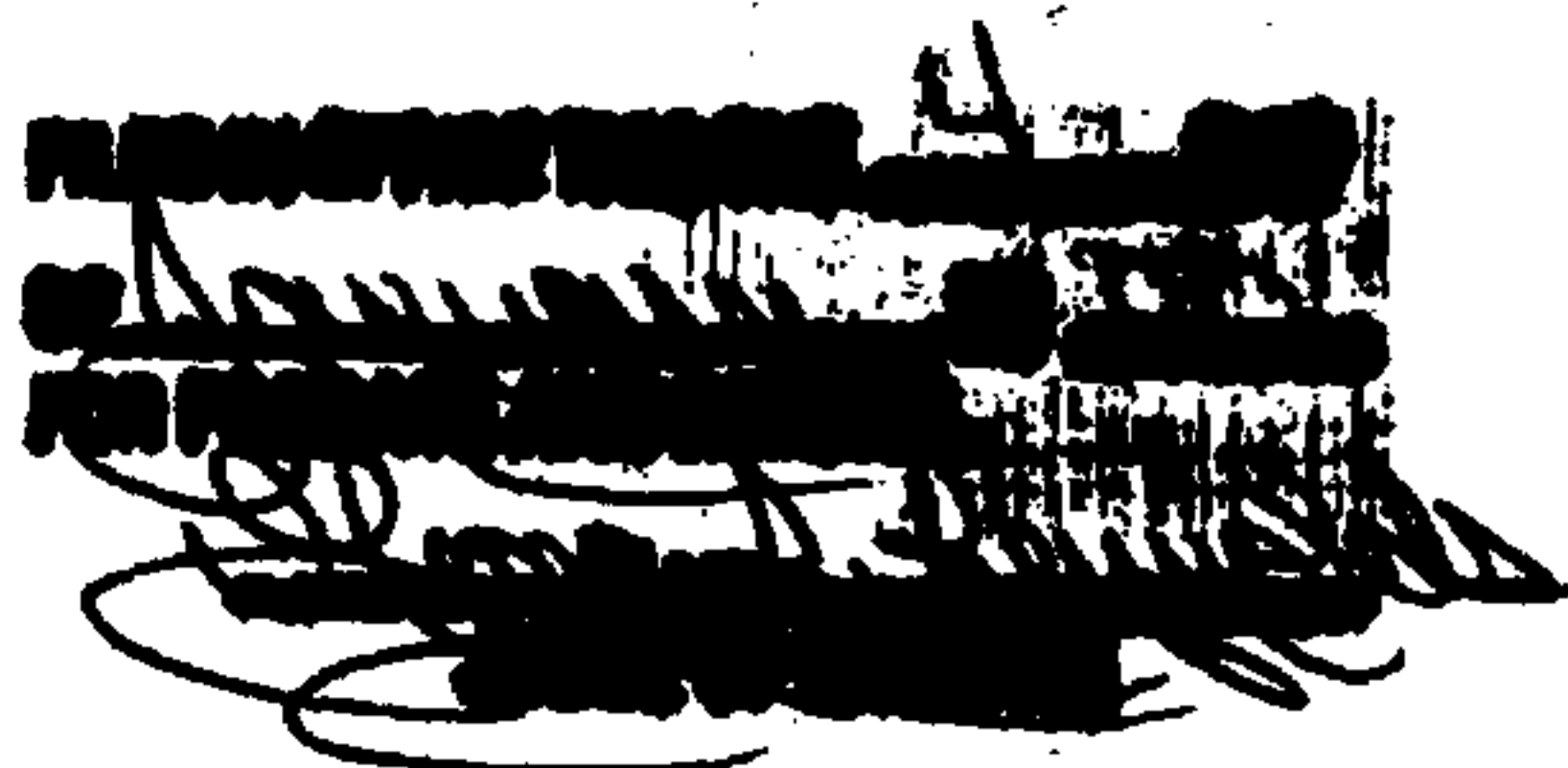
I direct that all my debts and funeral expenses be paid as soon after my death as may be practicable. I further direct that all estate and inheritance taxes which may be asserted or levied with respect to my estate, or any part thereof, whether or not passing under my Will, shall be paid out of my residuary estate as an expense of administration and without apportionment.

ITEM II

PERSONAL ITEMS

(a) I devise in equal shares to my children who survive me and to the descendants, per stirpes, of any of my children who predecease me, subject to the provision made below for a beneficiary under twenty-one (21) years of age, all my jewelry, wearing apparel, automobile or automobiles, books, furniture and furnishings, and all other articles of personal and household use, together with any insurance thereon. I hereby vest in my Executor full power and authority to determine what objects of property are included in the foregoing description contained in this ITEM. The Executor shall have absolute discretion to divide such property among such beneficiaries, having due regard for their personal preferences, and such division shall be conclusive and binding.

(b) If any beneficiary entitled to a share of the property disposed of by this ITEM shall be under the age of twenty-one (21)



L.M.

years at the time of my death, the Executor shall have absolute discretion, without requiring bond in any case, either to:

- (1) Retain for such beneficiary all or any part of such beneficiary's share of said property until such beneficiary attains the age of twenty-one (21) years;
- (2) Deliver all or any part of any such beneficiary's share of such property directly to such beneficiary, or to any person deemed suitable by my Executor, for the benefit of such beneficiary; or
- (3) Sell all or any part of such beneficiary's share of such property, publicly or privately, and transfer and pay over the net proceeds thereof to a relative of such beneficiary selected by the Executor as custodian under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence, for the benefit of such beneficiary.

Upon making any payment or transfer hereunder, my Executor shall be discharged with respect thereto, without liability for the subsequent application thereof.

(c) I request that my Executor give due regard to any memorandum which I may leave concerning the disposition of the property described in this ITEM.

ITEM III

SPECIFIC DEVICES

(a) I devise to my daughter, ANITA M. MAZER, if she survives me, all of my right, title and interest in and to any home in which I may own any interest at the time of my death, and the real estate upon which the same is situated, together with all appurtenances and improvements used in connection therewith, subject to any mortgages or encumbrances thereon at the time of my death. If ANITA M. MAZER does not survive me, this devise shall lapse.

(b) If my daughter, ANITA M. MAZER, is entitled to the devise under paragraph (a) above, then I devise to my Trustee, to be administered under the terms set out in paragraph (b) of ITEM IV, an amount equal to the Appraised Value (as defined herein) of my home less: (i) the amount of any mortgage or encumbrance thereon at the time of my death, and (ii) seven percent (7%) of the Appraised Value to account for a hypothetical sales commission. For purposes of my Will, Appraised Value means the value of my home, as

determined by a person or firm with experience in valuing residential real property selected by the Executor other than ANITA M. MAZER, that would be paid by a willing buyer to a willing seller, neither being under any compulsion to buy or sell, and with knowledge of all relevant facts. The Executor other than ANITA M. MAZER shall not be liable to my estate or any beneficiary of my estate on account of the selection of the appraiser unless such selection is grossly negligent or made in bad faith.

If any descendant entitled to a share of the devise set out in this paragraph (b) then has other property held in trust for him or her, then such devise shall be added to the principal of such trust and shall be held and administered under the terms of such trust.

ITEM IV

RESIDUARY ESTATE

(a) Division and Distribution of Residuary Estate. All of the remaining property of my estate shall be divided into as many equal shares as I shall have children living and children dead with descendants surviving. I devise any share allocated to ANITA M. MAZER to her, absolutely. I devise any share allocated to FRANCES VICTORIA M. LUHRS to my Trustee to be administered under the terms set out in paragraph (b) of this Item. I devise any share allocated to the descendants of ANITA M. MAZER to such descendants, per stirpes, absolutely, subject, however, to the provisions hereinafter set forth with respect to a beneficiary who is under the age of twenty-one (21) years. I devise any share allocated to the descendants of FRANCES VICTORIA M. LUHRS to my Trustee to be administered under the terms set out in subparagraph (b)(2) or subparagraph (b)(3) of this Item, as the case may be.

(b) Trust for Frances Victoria M. Luhrs ("Vicki"). The Trustee shall hold, administer and distribute the share allocated to Vicki in trust as hereinafter provided:

1. Distributions During Vicki's Lifetime. The Trustee shall distribute to or use for the benefit of Vicki all of the net income of the trust in convenient installments, at least annually.

In addition, the Trustee shall distribute to or use for the benefit of Vicki such portion of the principal of the trust as the Trustee determines necessary or advisable for Vicki's health, education, support and maintenance. In exercising said discretion, the Trustee shall consider the other income and resources available to Vicki. In making such distributions, it is my wish and desire that Vicki continue to live in her accustomed standard within the limitations of the funds available.

2. Distributions Upon Vicki's Death, Allison Surviving.

Upon Vicki's death, the entire remaining balance of the principal and any undistributed income of the trust shall be distributed to Vicki's daughter, ALLISON ELIZABETH LUHRS ("Allison"), if she is then living; provided, however, if Allison is under the age of thirty-five (35) years, the Trustee shall hold and administer the trust property under the terms and conditions set out below.

(a) Income Distributions Prior to Age Twenty-Five (25). The Trustee shall from time to time use, apply and pay to or for Allison's benefit while she is under the age of twenty-five (25) years so much of the income of the trust as, in the sole discretion of the Trustee, shall be reasonably necessary to provide for Allison's support and maintenance in her accustomed manner of living, for her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for her education, taking into account income and principal readily available to her from other sources. For all purposes under this Will, the term "education" shall be broadly construed and shall include travel (domestic or international), private or public schools and colleges, post-graduate colleges and professional education, either full or part-time. Any income not so distributed shall be accumulated and added to principal.

(b) Income Distributions From and After Age Twenty-Five (25). The Trustee shall use, apply, or pay to or for Allison's benefit while she is twenty-five (25) years of age or older the entire net income from the trust, in convenient

installments, but at least annually, and if practicable, in monthly or quarterly installments.

(c) Invasion of Principal. If, at any time, the Trustee, after taking into account income and principal readily available to Allison from other sources, shall determine that Allison's income is not reasonably sufficient for her support and maintenance in her accustomed manner of living, for her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for her education, then the Trustee may from time to time pay to Allison or use for her benefit, so much of the principal of the trust as, in the sole discretion of the Trustee, shall be reasonably necessary for such purposes, to the complete exhaustion of the principal, if the Trustee shall deem that reasonable and appropriate.

(d) Ages for Payout of Principal. As Allison attains the age of twenty-five (25) years, the Trustee shall transfer and pay over to her, discharged of trust, one-third (1/3) of the principal of the trust; as Allison attains the age of thirty (30) years, the Trustee shall transfer and pay over to her, discharged of trust, one-half (1/2) of the then existing principal of the trust; and as Allison attains the age of thirty-five (35) years, the Trustee shall transfer and pay over to her, discharged of trust, the entire remaining balance of the principal and undistributed income of the trust. If Allison shall die before attaining the age of thirty-five (35) years, then the Trustee shall transfer and pay over the property then constituting the trust, including any undistributed income thereof, to Allison's descendants then living, in equal shares, per stirpes, or if there are none, to my descendants then living, in equal shares, per stirpes, or if there are none, to those persons who would have taken, and in such shares as they would have taken, under the laws of the State of Alabama as if I had then died intestate and as if my entire estate had consisted of the assets of such trust; provided, however, if any such person shall then have other

property held in trust under this Will, then his or her share in such Allison's trust shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.

3. Distributions Upon Vicki's Death, Allison Predeceased. Upon Vicki's death, if Allison is not then living, the Trustee shall transfer and pay over the property then constituting the trust, including any undistributed income thereof, to Allison's descendants then living, in equal shares, per stirpes, or if there are none, to my descendants then living, in equal shares, per stirpes, or if there are none, to those persons who would have taken, and in such shares as they would have taken, under the laws of the State of Alabama as if I had then died intestate and as if my entire estate had consisted of the assets of such trust; provided, however, if any such person shall then have other property held in trust under this Will, then his or her share in such Allison's trust shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.

4. Descendants of Vicki Under Age Twenty-One (21). If the Trustee shall be directed under paragraph (b) of this Item to distribute any share of Vicki's trust to a descendant (other than Vicki or Allison) who is under the age of twenty-one (21) years when the distribution is to be made, and if no other trust is then held for his or her primary benefit, then though his or her share shall be fully vested in him or her, the Trustee shall continue to hold the same as a separate trust with all of the powers and authority given the Trustee with respect to other trust property held hereunder. Until such descendant attains the age of twenty-one (21) years, the Trustee shall use and apply so much of the net income and principal of the trust as the Trustee shall deem reasonably necessary or desirable for such descendant's support and maintenance in his or her accustomed manner of living, for his or her health, including medical, surgical, hospital or other

institutional care and expenses of invalidism, and for his or her education. Any excess income not so distributed shall be added to principal. When such descendant attains the age of twenty-one (21) years, or sooner dies, then the Trustee shall transfer and pay over the principal and any undistributed income, free of trust, to such descendant, or his or her estate, as the case may be.

(c) Descendants of Anita M. Mazer Under Age Twenty-One (21).

If any descendant to whom my Executors shall be directed under paragraph (a) of this Item to distribute any share of my estate to a descendant of Anita who is under the age of twenty-one (21) years when the distribution is to be made, and if no other trust is then held for his or her primary benefit, then though his or her share shall be fully vested in him or her, the Trustee shall continue to hold the same as a separate trust with all of the powers and authority given the Trustee with respect to other trust property held hereunder. Until such descendant attains the age of twenty-one (21) years, the Trustee shall use and apply so much of the net income and principal of the trust as the Trustee shall deem reasonably necessary or desirable for such descendant's support and maintenance in his or her accustomed manner of living, for his or her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for his or her education. Any excess income not so distributed shall be added to principal. When such descendant attains the age of twenty-one (21) years, or sooner dies, then the Trustee shall transfer and pay over the principal and any undistributed income, free of trust, to such descendant, or his or her estate, as the case may be.

ITEM V

GENERATION SKIPPING PROVISIONS

(a) I authorize my Executors to allocate to any trust created hereunder any Generation Skipping Transfer Tax ("GSTT") exemption available at the time of my death under Chapter 13 of the Code.

(b) If, as a result of the allocation authorized in the preceding Paragraph, any trust created hereunder would be only

partially exempt from the GSTT, the Trustee of such trust is authorized, in his or her discretion, to divide such trust into two equal or unequal, separate trusts, one of which shall be entirely exempt from the GSTT and the other of which shall be entirely subject to the GSTT. Each of such trusts shall be identical in all other respects and shall be administered and distributed as if the division had not occurred.

(c) If any provision of this Will would otherwise require the merger or combination of any trust (the "first trust") with any other trust (the "second trust") which is subject to different treatment from the first trust for purposes of the GSTT, the Trustee of the second trust is authorized, in his or her discretion, to retain the first trust and the second trust as separate trusts, with the terms of each separate trust being identical in all respects.

(d) It is my intention to give my Executors and Trustees discretion and authority to take any action, whether or not expressly stated herein, which would minimize to the extent possible the imposition of any GSTT with respect to terminations of and distributions from any trusts hereunder. My Executors and Trustees shall not be liable to any person for any good faith decision either to take or not to take any such action.

ITEM VI

APPOINTMENT OF EXECUTOR AND TRUSTEES

(a) I hereby nominate and appoint ANITA M. MAZER to serve as Executor of this, my Last Will and Testament. If ANITA M. MAZER shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Executor, then I appoint FRANCES VICTORIA M. LUHRS as Executor hereunder.

(b) I hereby nominate and appoint FRANCES VICTORIA M. LUHRS as Trustee of any trust which may become operative hereunder. If FRANCES VICTORIA M. LUHRS shall fail or cease to serve as Trustee, then I appoint RICHARD HARRIS as Trustee, and if he shall fail or

cease to serve as Trustee, then I appoint TOOSJE MAASKANT as Trustee of such Trust.

(c) No Executor or Trustee serving hereunder shall be required to give bond or to file an inventory or accounting in any court, or to render any report in court upon final settlement of acts performed as Executor or Trustee. However, any Executor or Trustee serving hereunder shall make out and keep an inventory and maintain records of all transactions relating hereto and shall exhibit the same to any party in interest at any reasonable time.

(d) I direct that ANITA M. MAZER and FRANCES VICTORIA M. LUHRS shall serve as Executor and Trustee without compensation, except that they shall be entitled to reasonable compensation for extraordinary services. Any other Executor or Trustee serving hereunder shall be entitled to receive reasonable compensation for services as my Executor or Trustee.

(e) During the administration of my estate, I hereby authorize and empower my Executors to exercise all powers conferred upon my Trustee herein, regardless of whether or not any trust authorized by this Will shall become operative.

(f) To the extent permitted by law, each of my Executors is hereby authorized to delegate at any time or from time to time, any or all of the rights, powers, duties and authority granted to Executors herein, whether discretionary or ministerial, to any other Executor, by an instrument in writing signed by the delegating party; provided, however, that any such delegating instrument shall be revocable at any time.

(g) All checks or withdrawals from any bank account maintained by my estate may be signed or made by any one or more of the Executors as they may mutually agree.

ITEM VII

RESIGNATION EXECUTOR OR TRUSTEE

(a) Any Executor or Trustee may resign upon ninety (90) days written notice to the successor to such Executor or Trustee designated herein, or if no successor designated herein is

available to serve, to the person or persons entitled under this ITEM to appoint a successor to such Executor or Trustee. No resignation by an Executor or Trustee shall be effective until a successor Executor or Trustee shall have accepted appointment and qualified to serve as Executor or Trustee.

(b) If any Executor or Trustee shall resign or otherwise cease to serve hereunder, and if no successor Executor or Trustee designated herein is available to serve in such capacity, then a successor Executor or Trustee may be appointed by a majority of the adult income beneficiaries and the guardians of any minor beneficiaries of all trusts then in existence or due to be established hereunder. Such right of appointment of a successor Executor or Trustee shall be exercised by written instrument signed and acknowledged by the person or persons having such right and delivered to the appointed successor Executor or Trustee.

(c) In the event a successor Executor or Trustee is not appointed as provided herein within ninety (90) days after receipt of notice of such resignation by the person or persons entitled to make such appointment of a successor Executor or Trustee, then the Executor or Trustee wishing to resign may petition a court of competent jurisdiction for the appointment of a successor Executor or Trustee and the judicial settlement of its account.

ITEM VIII

STATUS OF SUCCESSOR EXECUTOR OR TRUSTEE

(a) Any successor Executor or Trustee shall be vested with all the duties, rights, titles, powers (whether discretionary or otherwise), and exemptions as if originally named as Executor or Trustee.

(b) No successor Executor or Trustee shall be liable or responsible in any way for the actions or defaults of any predecessor Executor or Trustee, nor bear any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Executor or Trustee, but such successor Executor or

Trustee shall be liable only for its own actions and defaults in respect to property actually received as such Executor or Trustee.

(c) Any successor Executor or Trustee serving hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Executor or Trustee as a full and complete discharge of the predecessor Executor or Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without the necessity of any court proceedings or judicial supervision or approval, regardless of any beneficial vested or contingent interests of any minors, incompetent beneficiaries, or unborn beneficiaries.

ITEM IX

POWERS OF THE TRUSTEE

(a) Without limitation of the powers conferred by statute or general rules of law, my Trustee shall have the following powers and authorities, with respect to any property contained in any trust created hereunder, in addition to others now or hereafter conferred by law:

(1) To allot to any trust created hereunder an undivided interest in any property transferred hereunder; to make joint investments for such trusts; to make any division or distribution in kind or partly in kind and partly in money; and to that end to allot specific securities or other property or an undivided interest therein to any person, share, part or trust, although it may differ in kind from securities or property allotted to any other person, share, part or trust; and to determine the value of any property so allotted, divided or distributed;

(2) To hold and continue to hold as an investment the property received hereunder and any additional property which may be received, so long as the Trustee deems proper, and to invest and reinvest in any securities or property, whether or not income producing, deemed by the Trustee to be for the best interest of the trust and the beneficiaries hereunder, without being limited to trust or chancery investments or so-called "legal investments" provided by law, and notwithstanding that the same may constitute general or limited partnership interests, leaseholds, royalty interest, patents, interests in mines, oil or gas wells, or timber lands or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments, and without regard for normal requirements of diversification; provided, however, that no new investment shall be made in any security of any corporate Trustee, its holding company, affiliate or successor except upon the exercise of rights given to stockholders thereof;

(3) To rent or lease any property of the trust for such time (including any lease for a period extending beyond the term of the trust) not exceeding a period of ninety-nine (99) years, and upon such terms and for such rental or price as in the Trustee's discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiaries hereunder;

(4) To sell, transfer, assign and convey any of the property of the trust or any interest therein, or to exchange the same for other property, in a public or private sale or transaction, for such price or prices and upon such terms and conditions as in the Trustee's discretion and judgment may be deemed for the best interest of the trust and the beneficiaries hereunder, and to execute and deliver any deeds or conveyances (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith;

(5) To subdivide and develop real estate; to partition, vacate, and abandon real estate; to adjust the boundaries of any real estate; to grant easements, servitudes, rights-of-way, licenses and other interests in real estate; to dedicate real estate for any purpose in connection with the development of any real estate; and to change the use of any real estate to residential, recreational, commercial, cemetery or other usage;

(6) To make all repairs and improvements at any time deemed necessary and proper to and upon real estate, and to build, construct and complete any building or buildings upon such property which in the Trustee's discretion and judgment may be deemed advisable and proper and for the best interests of the trust and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between principal and income; to demolish and remove any buildings or other improvements on any real estate;

(7) To keep any property constituting a part of said trust properly insured against fire and tornado, and other hazards, and to deduct, retain, expend, and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust, and to pay all taxes and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trust;

(8) To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder, (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard, including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder, (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any

expenses incurred by the Trustee under this subparagraph may be charged against income or principal as the Trustee shall determine;

(9) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage or lease of the property thereof or any part thereof, any of the securities or other property of which may at the time be held hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any person owning similar property in his or her own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which the Trustee may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which may be so acquired;

(10) To vote any corporate securities held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting; to become a party to any stockholders' agreements deemed advisable by the Trustee in connection with such securities; provided, however, that in voting any stock or security of any corporate Trustee, its holding company, affiliate or successor, such corporate Trustee shall vote said stock or security as a majority in interest of the then income beneficiaries (or the guardians of minor beneficiaries) may direct;

(11) To engage in business with the property of the trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

(12) To continue any business (whether in the form of a sole proprietorship, partnership, corporation or otherwise) for such time and under such management and conditions as in the discretion of the Trustee may be expedient; to contribute capital to such business; to expand or alter such business; to incorporate, reorganize, merge or consolidate such business; to amend the charter or name of such business; to appoint directors and employ officers, managers, employees or agents (including any directors, officers or employees of any corporate Trustee of the trust); to compensate and offer stock options and other employee or fringe benefits to the employees of such business (including the establishment or operation of employee retirement plans, profit-sharing plans, pension plans and employee stock ownership plans); and to liquidate or dissolve any such business at such time and upon such terms and conditions as in the judgment of the Trustee is for the best interest of the trust and the beneficiaries hereunder;

(13) To cause any security or other property which may at any time constitute a portion of any of the trusts to be issued, held or registered in the Trustee's individual name or in the name of a nominee or in such form that title will pass by delivery;

(14) To appoint, employ, remove and compensate such accountants, attorneys (including without limitation, any attorney or accountant who may be serving as a Trustee hereunder), agents, investment advisors, investment managers, investment counselors, financial consultants, custodians, 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;

(15) To act hereunder through an agent or attorney-in-fact (including, without limitation, a bank or the trust department of a bank as an agent or custodian for the Trustee), by and under power of attorney or other instrument duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;

(16) To borrow money for any purposes of the trust, or incidental to the administration thereof, upon the bond or promissory note of the Trustee acting in such capacity, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the trust, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability;

(17) To lend money to any person or persons upon such terms and in such manner and with such security as the Trustee may deem advisable for the best interest of the trust and beneficiaries hereunder;

(18) To institute and defend any and all suits or legal proceedings relating to the trust in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the trust may be involved, as in the judgment of the Trustee may be necessary or proper; to compromise, settle, arbitrate or defend any claim or demand in favor of or against the trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Trustee may deem necessary or advisable;

(19) To foreclose mortgages and to bid in any property under foreclosure or to acquire mortgaged property in any other manner and for such consideration as the Trustee may determine;

(20) To acquire as an asset of the trust a life insurance policy on the life of any person to whom the income of the trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustee may deem advisable; to pay premiums on all such insurance policies, from income or principal, or both, as the Trustee may determine; and all such insurance shall be payable to, and all incidents of ownership vested in, the Trustee;

(21) To engage in ranching and farming, including the purchase, leasing, operating, encumbering, selling, producing, and generally dealing in and with farms, ranches, timber, timber lands, water rights, machinery

and equipment, livestock, wool, fiber, fertilizer, seed, crops and products of every kind;

(22) To drill, mine and otherwise operate for the development of gas, oil and other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to place and maintain pipe lines, telephone and telegraph lines, and to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments of every kind and character containing such provisions as the Trustee considers appropriate with full power to lease or sell any such asset;

(23) To allocate all deductions for depletion under Federal and State income tax statutes, in each tax year, among a group consisting of the Trustee and those persons to whom trust income may in such tax years have been distributed, in such shares and proportions as the Trustee may determine, to the extent permissible under the applicable statute. In the absence of a valid allocation so made all such deductions for any tax year shall be divided among the members of such group in proportion to the amounts distributed to or retained by each during such tax year; and the Trustee shall not be required to maintain any reserve for depletion despite any statute or rule of law to the contrary, but shall have the discretion to do so;

(24) To open and maintain one or more accounts for the deposit of funds in any bank or trust company (including a corporate Trustee hereunder) or with any other financial institution (including any brokerage firm or other company maintaining "money market," cash management or other similar accounts), and to deposit to the credit of such account or accounts all of the funds belonging to the trust which may at the time be in the possession of the Trustee; from time to time to withdraw a portion or all of said funds so deposited by check or draft signed by the Trustee, and any such bank, trust company or financial institution is hereby authorized to pay such checks or drafts and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more proper agents the right to sign checks or drafts against the aforementioned account or accounts for the purposes of the trust, and any bank, trust company or financial institution in which said account or accounts are maintained is hereby authorized and directed to pay such checks or drafts, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument in writing deposited with the said bank, trust company or financial institution by the Trustee;

(25) In any contract or agreement made by the Trustee on behalf of any trust created herein, the Trustee may, and is hereby authorized, to stipulate and provide against personal liability; and all rights created under and by virtue of such contracts or agreements shall belong to the trust for which the same are made and the obligations thereunder shall be the obligations of such trust;

(26) To make, execute and deliver deeds, leases, mortgages, conveyances, options, receipts, releases, satisfactions and other quitclaims or disclaimers of liability, contracts, voting trusts, stock purchase agreements, buy-sell agreements, stock redemption

agreements, or other instruments, sealed or unsealed, to any person or corporation with respect to the property of any of the trusts, or with reference to any matter involved in the administration thereof, or for the accomplishment of any of the powers vested in the Trustee, all of the foregoing upon such terms, provisions and conditions existing within or beyond the duration of any trust created hereunder as to the Trustee shall seem reasonable; to create reserves for depreciation, depletion or such other purposes to the extent the Trustee deems necessary or desirable;

(27) To incur and pay the ordinary and necessary expenses of administration;

(28) Except as otherwise expressly provided in this instrument, to determine as the Trustee may deem just and equitable the manner of ascertainment of income and principal and the apportionment between income and principal of all receipts and disbursements;

(29) To invest all or any part of any of the trust estate in any common trust fund at any time maintained by any bank or trust company (including a corporate Trustee hereunder);

(30) To transfer the situs of any trust estate to such other place as in the Trustee's opinion shall be for the best interests of the trust and of the beneficiaries hereunder; and

(31) To do all other acts which in the Trustee's judgment are necessary or desirable, for the proper and advantageous management, investment and distribution of any of the trusts.

(b) Except as otherwise provided herein, all references in this ITEM to any property contained in my estate or in any trust created hereunder shall be deemed to include specifically, without limitation, stock or other securities of any corporate Trustee at any time serving hereunder, its holding company, affiliate or successor, and, except as otherwise provided herein, the Executor and Trustee shall have the authority to deal with such stock or securities in the same manner as provided with respect to any other property contained in my estate or any trust.

(c) No person or corporation dealing with the Trustee shall be required to inquire into the terms of this instrument or any trust hereunder, nor shall any purchaser therefrom be required to see to the application of the purchase money.

(d) A majority in interest of the adult and otherwise legally competent beneficiaries then entitled to receive income of any trust established hereunder or, if there shall be no such

beneficiaries, then a majority of the guardians of the beneficiaries of any such trust may, without liability to any present or future beneficiary of any such trust, approve the annual or other current account of the Trustee hereunder.

(e) The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

(f) Notwithstanding any provision of law to the contrary, I direct that while any individual is serving as Trustee, the Trustee shall have the authority to invest the assets of any trust in ventures (including, without limitation, corporations, limited partnerships, general partnerships, limited liability companies and real estate investments of all types) in which the Trustee, individually, has a financial interest, provided that the Trustee discloses her interest in these ventures to each interested party. For purposes of this Paragraph, "interested parties" shall mean all of the current income beneficiaries of the trust. Notwithstanding any provision of law to the contrary, I further direct that the Trustee shall be entitled to receive compensation from any such venture in which any trust created hereunder makes an investment, including, without limitation, reasonable salaries, real estate commissions, management fees, consulting fees or other compensation (including any residual or profit interests in any such venture) for serving as a general partner, promoter or developer.

(g) Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended or any regulation thereunder.

ITEM XDISSOLUTION OF TRUST

Any trust created hereunder may, but need not be, terminated when, in the sole discretion of the Trustee, the income of such trust shall become too low to cover all fees and expenses of administration and also to yield a reasonable return to the beneficiaries. In such event, the Trustee shall distribute the assets of such trust to the then current beneficiary of the income. If any such beneficiary shall be a minor at the date of such distribution, then his or her share of such trust shall be paid to a parent or relative of such beneficiary selected by the Trustee as custodian under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence.

ITEM XIOPERATIONAL DATE OF TRUST

Any trust created under this Will shall be treated as operating from the date of my death, whether the trust property shall then be actually paid over to the Trustee and set aside or not, and I hereby authorize and empower my Executors to make any payment which the Trustee is herein authorized to make.

ITEM XIIPERPETUITIES-TERMINATION

Each trust under this Will shall in any event terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries thereunder as shall be living at the time of my death, and thereupon the property held in that trust shall be distributed, discharged of trust, to the persons then entitled to the income and in the proportions to which they are entitled to the income.

ITEM XIIISPENDTHRIFT PROVISION

To the extent permitted by law, the interest of any beneficiary in principal or income of any trust under this Will

shall not be subject to assignment, alienation, pledge, attachment, or to the claims of creditors of such beneficiary.

ITEM XIV

ANCILLARY ADMINISTRATION

If ancillary administration is required for property contained in my estate, then the Executors named herein shall serve as such administrator; or, if they shall not be qualified to serve as such, then the Executors shall appoint an ancillary administrator by an instrument signed and acknowledged by the Executors and delivered to such administrator.

ITEM XV

MISCELLANEOUS TAX PROVISIONS

I hereby authorize my Executors, to the extent permitted by law, to deduct administration expenses and commissions, whether against the gross estate in computing the estate tax or against estate income in computing estate income tax, and to pay such expenses and commissions from principal and income as my Executors, in her sole discretion, shall elect, and my Executors shall not be required to make any adjustment on account thereof in setting up any of the trusts herein provided for.

ITEM XVI

MISCELLANEOUS

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

(a) If any beneficiary of my estate or of any trust created hereunder shall be under any legal disability, or in the sole judgment of the Trustee, or Executors, shall otherwise be unable to apply the proceeds of his or her trust or share of my estate to his or her own best interests and advantage, the Trustee or Executors may pay or apply income or principal authorized or directed to be paid to or for the benefit of such beneficiary in any one or more of the following ways:

(1) directly to such beneficiary;

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(2) to a guardian of such beneficiary, or to a custodian under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence, for the use and benefit of such beneficiary;

(3) to a relative of such beneficiary, to be expended by such relative for the benefit of such beneficiary; or

(4) by the Trustee or Executors expending any such income or principal for the benefit of such beneficiary.

(b) Upon making any payment or transfer hereunder, the Executors or Trustee shall be discharged as to such payment or transfer, without liability for the subsequent application thereof. 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) Throughout this Will, the masculine gender shall be deemed to include the feminine and vice-versa, and both shall be deemed to include the neuter, and vice-versa; and the singular shall be deemed to include the plural, and vice-versa, whenever the context admits such construction.

(d) In this Will, references to my "children" mean ANITA M. MAZER and FRANCES VICTORIA M. LUHRS; references to the daughter of FRANCES VICTORIA M. LUHRS mean ALLISON ELIZABETH LUHRS; and references to "descendants" mean legitimate descendants of the ancestor designated, provided always, however, that an adopted child of any person shall, for all purposes under this Will, whether for the determination of relationships or otherwise, be considered to have and shall be given exactly the same status as a legitimately born child.

(e) References in this Will to "guardian" mean successively in the order named: (1) the court appointed conservator; or (2) the individual having personal custody where no conservator has been appointed.

(f) All headings and captions contained in this Will have been included for convenience of reference only, shall not be construed as part of this Will and shall in no way be construed as defining,

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limiting or affecting the scope or intent of the provisions of this Will.

IN WITNESS WHEREOF, I, the said LOUISE L. MEAGHER, do hereunto set my hand and seal to this, my Last Will and Testament (containing in all twenty-two [22] pages including the attestation clause) on 18th Nov., 1997; and I also affix my initials on the margin of each of the pages hereof.

Louise L. Meagher (SEAL)
LOUISE L. MEAGHER

SIGNED, SEALED, PUBLISHED AND DECLARED by the said LOUISE L. MEAGHER as and for her Last Will and Testament in our presence and we, in her presence, and at her request and in the presence of each other, hereto subscribe our names as witnesses on the date and year above written.

Nancy C. Hughes
1600 SouthTrust Tower
Birmingham, Alabama 35203
Kimberly Smith
1600 SouthTrust Tower
Birmingham, Alabama 35203

L.M.

I, LOUISE L. MEAGHER, the testatrix, sign my name to this instrument on Nov. 18th, 1997, 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 eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Louise L. Meagher
LOUISE L. MEAGHER

We, NANCY C. Hughes and Kimberly Smith, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testatrix signs and executes this instrument as her last will and that she signs it willingly, and that each of us, in the presence and hearing of the testatrix, hereby signs this will as witness to the testatrix' signing, and that to the best of our knowledge the testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Nancy C. Hughes
Witness
Kimberly Smith
Witness

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me by LOUISE L. MEAGHER, the testatrix, and subscribed and sworn to before me by the above-named witnesses, on November 18, 1997.

[Signature]
Notary Public

SEAL

My Commission Expires: 6/5/2001

L. M.

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CERTIFICATE TO THE PROBATE OF WILL

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 _____ 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 **LOUISE L MEAGHER** _____ Deceased and that said Will _____ together with the proof thereof have been recorded in my office in Judicial Record, Volume **JR1738**, Page **538-559**.

In witness of all which I have hereto set my hand, and the seal of the said Court, this date **JANUARY 4, 2000**.

PROBATE - 28

George R. Reynolds

_____, Judge of Probate.

day of _____
this the _____
in this office. Given under my hand and official seal
instrument with the filing of same as appears of record
the foregoing is a full, true and correct copy of
for Jefferson County, Alabama, hereby certified to
and the undersigned, as Judge of Probate Court in and
Jefferson County
State of Alabama

CLERK OF PROBATE

20041006000553260 Pg 24/24 80.00
Shelby Cnty Judge of Probate, AL
10/06/2004 12:28:00 FILED/CERTIFIED

State of Alabama

Jefferson County

I, the Undersigned, as Judge of Probate Court in and for Jefferson County, Alabama, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office. Given under my hand and official seal, this the 29th day of September 2004.

Michael F. Bolin

JUDGE OF PROBATE