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STATE OF ALABAMA,

PROBATE COURT

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Chilton	COUNTY	February	<u>25</u>	
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In the Matter of the Estate ofB	onnie Kuth	HOOLE	qecea:	jeu.
This the 25th day of Feb	ruary	¥¥ 2002	having been regula	rly appointed
by an order of this Court, formerly made an	d entered, for l	nearing the applicati	on of	
Ralph Moore and Walter B. Moore			was heretofore filed	in this Court,
for the probate of an instrument in writing,	purporting to	be the Last Will an	d Testament of the sa	aid
Bonnie Ruth Moore			deceased, now c	omes the said
applicant, Ralph Moore an	d Walter B.	Moore		
and also comesn/	8			
who was heretofore duly appointed by order	r of this Court,	and who consented	l, to act as Guardian	ad Litem for
	STATE OI	FALABAMA, CHILTON	COUNTY	
	l hara	by certify that within		
		20_9and Rec	recolu III	om are minors
	and exam	ined Nobel 2	~~~·	-
and children and heirs of the said	ROBERT indee of	M. MARTIN Probate		deceased;
and it appearing to the satisfaction of the C	Court that notic	e of the said applica	ation and of the time	appointed for
hearing same has been given in pursuance	of law and in	strict accordance wit	th a former order of th	is Court, made
and entered in the premises on the 4th	day of	February		
motion of the said Ralph Moore a	nd Walter F	3. Moore		, , , , , , , , , , , , , , , , , , ,
the applicant aforesaid, the Court proceeds	to hear said a	oplication. And it	appearing to the sati	sfaction of the
Court, on the testimony of	<u> </u>	aid will was se	lf-proving	and
		that	they, on the day of the	ne date thereof,
in the presence of the testat, and a				
scribing witnesses to the same, the said te	stat rix	then declaring that s	aid instrument constit	uted her
Last Will and Testament; and it also being	shown to the s	atisfaction of the Co	urt by competent test	imony that said
testat rix was of the full age of twen	ty-one years an	d upwards at the tim	ne of making said Will	, it seems to the
Court that said application should be gran	ted: It is, ther	efore, ordered, adju	dged and decreed by	the Court that
said Will of said Bonnie Ruth Moor	'e		deceas	sed, be received,
and the same is hereby declared to be duly	y proved as the	Last Will and Testa	ment of said testat_I	ix, and, as
such, admitted to probate to be recorded,	together with	the proof thereof an	d all other papers or	file relating to
this proceeding. It is further ordered the	at said applicar	at pay the cost of this	s proceeding and that	they
be reimbursed on the final settlement of	said estate.			

Judge of Probate.

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BONNIE RUTH MOORE

BERKOWITZ, LEFKOVITS, ISOM & KL A PROFESSIONAL CORPORATION 1600 SOUTHTRUST TOWER 420 NORTH 20TH STREET BIRMINGHAM, ALABAMA 35203-32 (205) 328-0480

CONTRACTOR OF THE STATE OF THE

Shelby Cnty Judge of Probate, AL

LAST WILL AND TESTAMENT

OF

BONNIE RUTH MOORE

I, BONNIE RUTH MOORE, a resident of Chilton 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. 20050922000493530 3/22 \$74.00

ITEMI

09/22/2005 01:43:57PM FILED/CERT DEBTS AND TAXES

I direct that all my debts and funeral expenses be paid as soon after my death as (a) may be practicable.

I direct that all estate and inheritance taxes which may be asserted or levied with (b) respect to my estate, or any part thereof, whether or not passing under my Will, shall be allocated among the beneficiaries receiving that property of my estate to which such tax is attributable, so that each beneficiary shall be responsible for that share of the tax which bears the same proportion to the total tax as the property received by such beneficiary and included in my taxable estate bears to my total taxable estate. I reserve to my Executor the right of recovery granted under Section 2206 of the Internal Revenue Code with respect to the proceeds of any life insurance included in the computation of my taxable estate. So far as possible, the Executor shall deduct the amount of tax attributable to each beneficiary from the amount distributable to such beneficiary and shall recover from all others for the benefit of my estate their allocable portions of such tax.

ITEM II

PERSONAL ITEMS

I devise in equal shares to my children who survive me and to the descendants, (a) per stirpes, of any of my children who predeceases me, subject to the provision made below for a beneficiary under twenty-five (25) years of age, all my jewelry, wearing apparel, automobile or automobiles, books, surniture and furnishings, and all other articles of personal and household use, together with any insurance thereon. I hereby vest in my Executors full power and authority to determine what objects of property are included in the foregoing description contained in this The Executors 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-five (25) years at the time of my death, the Executors 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-five (25) 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 Executors, 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 add the net proceeds thereof to the principal of the trust hereinafter referred to or directed to be set apart for such beneficiary.

Upon making any payment or transfer hereunder, my Executors shall be discharged with respect thereto, without liability for the subsequent application thereof. Storage, insurance and other carrying charges incurred in retaining any such property for any beneficiary shall be paid out of funds held for the benefit of such beneficiary under this Will.

(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 DEVISES

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- (a) To my son, CECIL G. MOORE, JR. ("CECIL"), I devise the following parcels of real property, absolutely:
 - (1) The parcel known as "Calera 1," being approximately thirteen (13) acres located in Chilton County, Alabama, together with any improvements thereon, being further identified by Tax Identification Number 14-03-05-22-0-000-037.
 - (2) The parcel known as the "Clanton Farm," being approximately thirty (30) acres in Chilton County, Alabama, together with any improvements thereon, being further identified by Tax Identification Number 14-18-01-02-0-000-006.
- (b) To my son, WALTER MOORE ("WALTER"), I devise the following items, absolutely:
 - (1) That certain parcel of real property being approximately one (1) acre in size and located in Vincent, Shelby County, Alabama, together with any improvements thereon, being further identified by Tax Identification Number 07-51-54-0-000-17-00-1.
 - (2) The certain note and mortgage (the "Montevallo Mortgage") from Mr. and Mrs. Norman V. Ashcraft and payable to me. The Montevallo Mortgage is on certain real property located in Montevallo, Shelby County, Alabama.

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(3) That certain Bank Account at Central State Bank, being account number 818-56-202 and any successor bank account thereto, into which are deposited the payments on the Montevallo Mortgage.

- (c) To my daughter, BONNIE TSOUTSIKOS ("BONNIE"), I devise that certain parcel or real property located in Jemison, Chilton County, Alabama, absolutely, being approximately fifty (50) acres, together with any improvements thereon, being further identified by Tax Identification No. 14-05-06-14-0-000-016.
- (d) If any of the foregoing individuals predeceases me, then the specific devise to him or her shall be distributed to his or her descendants, per stirpes, absolutely, subject, however, to the provisions hereinafter set forth in ITEM VI with respect to a beneficiary who is under the age of twenty-five (25) years.
- (e) I acknowledge that I own certain real property in Jacksonville, Alabama as joint tenants with right of survivorship with my son, RALPH MOORE, and that this property will pass to him at my death if I predecease him.

ITEM IV

RESIDUARY ESTATE

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- (a) Subject to the option in favor of my son, CECIL MOORE, set forth in Paragraph (b) of this ITEM, 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 my son, RALPH MOORE, to my Trustee hereinafter named, to be held in trust and administered and distributed as provided in ITEM V below. I devise any share allocated to a living child of mine other than RALPH MOORE to such child, absolutely. I devise any share allocated to the descendants of a deceased child 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-five (25) years.
- (b) If certain real property known as the "C.G. House" (a home built by CECIL on one (1) acre of land), being further identified by Tax Identification Number 14-03-06-23-0-000-005, is included in my residuary estate, then CECIL shall have one of the following options:
 - (1) if the fair market value of the C.G. House is less than CECIL's share of my residuary estate, then CECIL shall have the option to have the C.G. House allocated to his share of my residuary estate; or
 - (2) if the fair market value of the C.G. House is more than CECIL's share of my residuary estate, then CECIL shall have the following option: to have the C.G.

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House allocated to his share of my residuary estate and to purchase the undivided fractional interests in the C.G. House allocated to the other beneficiaries of my residuary estate, for the pro rata portion of the fair market value of the C.G. House attributable to the undivided fractional interests being purchased by CECIL.

For purposes of this Paragraph, the fair market value of the C.G. House shall be its fair market value as determined for federal estate tax purposes, such determination of fair market value to be made within three (3) months after the date of my death by a real estate appraiser with an MAI designation, and chosen by my Executors. My Executors shall provide CECIL with a copy of the appraisal supporting the fair market value of the C.G. House within one-hundred five (105) days of my death. CECIL's options shall begin on the date of my death and shall expire on the six (6) month anniversary of my death (the "Option Period"). CECIL shall exercise any option granted under this ITEM by giving written notice to the Executors within the Option Period. Closing on any purchase by CECIL shall take place within a reasonable time after CECIL's exercise of any option granted under this ITEM.

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ITEM V

TRUST FOR RALPH MOORE

Any property which is held in trust for the benefit of my son, RALPH MOORE, shall be administered and distributed as follows:

(a) Income and Principal Distributions. During the lifetime of my son, RALPH MOORE, the Trustee shall from time to time pay for the benefit of, or distribute to and among, one or more of my said son, his wife, CATHERINE W. MOORE (provided, however that distributions shall be made to her only if she is married to RALPH MOORE and they are neither separated nor in the process of obtaining a divorce), or any descendants of my said son, so much of the net income and principal of the trust and for such purposes as the Trustee, in his sole discretion, considers appropriate. In determining to whom and when distributions should be made under this Paragraph, the Trustee should consider that it is my primary intention to benefit my son, recognizing that he may benefit from payments made to others a well as those made to him directly. Any net income not distributed pursuant to this Paragraph shall be accumulated and added to and thereafter treated as part of the principal of this trust. No distributions of principal shall be taken into account in computing the ultimate share of any person upon division of this trust under Paragraph (b) of this ITEM.

during my son, RALPH MOORE's lifetime when the Trustee, in his sole and absolute discretion, deems that doing so would be in the best interests of my son and in keeping with my expression of intention in Paragraph (a) of this ITEM. If the individual Trustee does terminate this trust, the trustees shall pay over all principal and undistributed income thereof to my son, RALPH MOORE, absolutely. If the trust has not been earlier terminated, then upon RALPH MOORE's death, the trust as it then exists shall be distributed to his then living descendants, per stirpes, absolutely, subject however to the provisions hereinafter set forth for a beneficiary who is under the age of twenty-one (21) years.

ITEM VI

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TRUST FOR BENEFICIARY UNDER TWENTY-FIVE

Except as otherwise provided in ITEM II of this Will, if any share of my estate becomes distributable to any beneficiary who is under the age of twenty-five (25) years, and who is not the beneficiary of any other trust established hereunder, then though his or her share shall be vested in such beneficiary, the Trustees shall hold the same in trust with all of the powers and authority given to the Trustees with respect to other trust property held hereunder. Until such beneficiary attains the age of twenty-five (25) years, the Trustees shall use and apply so much of the net income and principal of such share as the Trustees shall deem reasonably necessary or desirable for such beneficiary's support, education and maintenance in his or her accustomed manner of living, and for his or her health, including medical, surgical, hospital or other institutional care and expenses of invalidism. Any excess income not so distributed shall be added to principal. When said beneficiary attains the age of twenty-five (25) years, or sooner dies, the Trustees shall pay over the principal and any undistributed income, free of trust, to such beneficiary, or to his or her estate, as the case may be.

ITEM VII

GENERATION SKIPPING PROVISIONS

- (a) I authorize my Executor 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 Internal Revenue Code, as amended.
- (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

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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.

- If any provision of this Will would otherwise require the merger or combination (c) 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.
- It is my intention to give my Executor and Trustee discretion and authority to take (d) 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 Executor and Trustee shall not be liable to any person for any good faith decision either to take or not to take any such action.

ITEM VIII

APPOINTMENT OF EXECUTORS AND TRUSTEES

(a)

Generally. I hereby nominate and appoint RALPH MOORE and WALTER MOORE to serve as Executors under this, my Last Will and Testament, and, except as provided in Paragraph (b) below, as Trustees of any trust which may become operative hereunder. If either of them shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Executor or Trustee, then I appoint the other or survivor of them to serve as Executor or Trustee hereunder. If both RALPH MOORE and WALTER MOORE shall fail or cease to serve for any reason, then I appoint BONNIE TSOUTSIKOS as Executor and Trustee hereunder, and if she shall fail or cease to serve for any reason, then I appoint CECIL G. MOORE, JR as Executor or Trustee hereunder. The last serving individual Trustee named above shall have the right during his or her lifetime to designate successor Trustee(s) effective at the death, resignation or disability of the last individual Trustee named herein or any successor thereto nominated in accordance with this Subparagraph. Such right of appointment of a successor Trustee shall be exercised by written instrument signed and acknowledged by him or her and delivered to the appointed successor Trustee. Such written instrument shall state the name of the successor Trustee and the time or event when such appointment shall be effective.

- MOORE to serve as Trustee of any trust established hereunder for my son, RALPH MOORE. If WALTER MOORE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint BONNIE TSOUTSIKOS as Trustee hereunder. Each of WALTER MOORE and BONNIE TSOUTSIKOS shall have the right during his or her lifetime to designate successor Trustee(s) effective at the death, resignation or disability of the last individual Trustee named herein or any successor thereto nominated in accordance with this Subparagraph. Such right of appointment of a successor Trustee shall be exercised by written instrument signed and acknowledged by him or her and delivered to the appointed successor Trustee. Such written instrument shall state the name of the successor Trustee and the time or event when such appointment shall be effective.
- 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) Compensation. I direct that those individuals named herein 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.
- 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 and Trustees herein, whether discretionary or ministerial, to any other Executor or Trustee, by an instrument in writing signed by the delegating party; provided, however, that any such delegating instrument shall be revocable at any time.
- (f) Accounts. All checks or withdrawals from any bank account maintained by my estate or any trust hereunder may be signed or made by any one or more of the Executors or Trustees as they may mutually agree.

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- Powers conferred upon Executors. During the administration of my estate, I hereby authorize and empower my Executors to exercise all powers conferred upon my Trustees herein, regardless of whether or not any trust authorized by this Will shall become operative.
- (h) References. References in this Will to "Executor" mean and include "personal representative."

ITEM IX

RESIGNATION OF EXECUTOR OR TRUSTEE

- (a) Any Executor or Trustee may resign upon ninety (90) days written notice to the co-Executor or co-Trustee, or if there is no co-Executor or co-Trustee then serving, 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 a sole 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 no successor Executor or Trustee designated herein is available to serve, 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 his or her account.

ITEM X

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

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20050922000493530 10/22 \$74.00 Shelby Cnty Judge of Probate, AL 09/22/2005 01:43:57PM FILED/CERT proceedings or judicial supervision or approval, regardless of any beneficial vested or contingent interests of any minors, incompetent beneficiaries, or unborn beneficiaries.

ITEM XI

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POWERS OF THE EXECUTORS

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

- (1) To make any division or distribution in kind or partly in kind and partly in money, and to determine the value of any property so allotted, divided or distributed; to allot specific securities, other property or undivided interests therein to any beneficiary or share of my estate, notwithstanding that the property so allotted may differ in kind from property allotted to any other beneficiary or share of my estate;
- (2) To hold and continue to hold as an investment the property originally received hereunder, and any additional property which may be received, so long as the Executors deem proper, and to invest and reinvest in any securities or property, whether or not income-producing, deemed by the Executors to be for the best interest of the estate 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, limited liability company 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;
- (3) To rent or lease any property of the estate for such time (including any lease for a period extending beyond the duration of my estate) not exceeding a period of ninety-nine (99) years, and upon such terms and for such rental or price as in the Executor's discretion and judgment may seem just and proper and for the best interest of the estate and the beneficiaries hereunder;
- (4) To sell, transfer, assign and convey any of the property of the estate 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 discretion and judgment of the Executors may be deemed for the best interest of the estate 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 discretion and judgment of the Executor may be deemed advisable and proper and for the best interests of the estate 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;

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- (7) To keep any property constituting a part of my estate properly insured against fire and tornado, and other hazards, and to deduct, retain, expend, and pay out of any money belonging to the estate any and all necessary and proper expenses in connection with the operation and conduct of the estate 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 estate;
- (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 Executors under this subparagraph may be charged against income or principal as the Executors 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 by the Executors 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 Executors 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 the Executors may so acquire;
- (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 Executors in connection with such securities; provided, however, that in voting any stock or security of any corporate Executor, its holding company, affiliate or successor, such corporate Executor 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 estate as sole proprietor, as a member 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, limited liability company, corporation or otherwise) for such time and under such management and conditions as in the discretion of the Executors 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 Executor); 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 Executors is for the best interest of the estate and the beneficiaries hereunder;

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- (13) To cause any security or other property which may at any time constitute a portion of the estate to be issued, held or registered in the individual name of the Executors or in the name of a nominee or in such form that title will pass by delivery;
- (including, without limitation, any attorney or accountant who may be serving as an Executor hereunder), agents, investment advisors, investment managers, investment counselors, financial consultants, custodians, and representatives, individual or corporate, as the Executors deems necessary or desirable for the administration of the estate from time to time without prior Court approval, and to treat as an expense of the estate 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 Executors), by and under power of attorney or other instrument duly executed by the Executors, in carrying out any of the powers and duties herein authorized;
- (16) To borrow money for any purposes of the estate, or incidental to the administration thereof, upon bond or promissory note executed in the capacity of Executor, 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 estate, 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 ways and with such security as the Executors may deem advisable for the best interest of the estate and beneficiaries hereunder;
- (18) To institute and defend any and all suits or legal proceedings relating to the estate in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the estate may be involved, as in the judgment of the Executors may be necessary or proper; to compromise, settle, arbitrate or defend any claim or demand in favor of or against the estate; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter into such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Executors 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 Executors may determine;
- (20) 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;
- (21) 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 Executors considers appropriate with full power to lease or sell any asset;
- (22) To allocate all deductions for depletion under Federal and State income tax statutes, in each tax year, among a group consisting of the Executors and those persons to whom estate income may in such tax years have been distributed, in such

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shares and proportions as the Executors 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 Executors shall not be required to maintain any reserve for depletion despite any statute or rule of law to the contrary, but the Executors shall have the discretion to do so;

- To open and maintain one or more accounts for the deposit of funds in any bank, trust company (including any corporate fiduciary 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 estate which may at the time be in the possession of the Executors; from time to time to withdraw a portion or all of said funds so deposited by check or draft signed by the Executors, 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 of the Executors the right to sign checks or drafts against the aforementioned account or accounts for the purposes of the estate, 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 Executors;
- (24) In any contract or agreement made by the Executors on behalf of the Estate, the Executors 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 estate for which the same are made and the obligations thereunder shall be the obligations of the estate;
- To make, execute and deliver deeds, leases, mortgages, conveyances, receipts, releases, satisfactions and other quitclaims or disclaimers of liability, or other instruments, sealed or unsealed, to any person or corporation with respect to the property of the estate, or with reference to any matter involved in the administration thereof, or for the accomplishment of any of the powers vested in the Executors; to create reserves for depreciation, depletion of such other purposes to the extent the Executors deems necessary or desirable;
- To incur and pay the ordinary and necessary expenses of administration; (26)
- Except as otherwise expressly provided in this instrument, to determine as the Executors 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;
- To invest all or any part of any of the estate in any common trust fund or mutual fund at any time maintained by any bank or trust company (including a corporate Executor hereunder); and
- To do all other acts which in the judgment of the Executors are necessary or desirable, for the proper and advantageous management, investment and distribution of the estate.
- Except as otherwise provided herein, all references in this ITEM to any property **(b)** contained in my estate shall be deemed to include specifically, without limitation, stock or other securities of any corporate Executor at any time serving hereunder, its holding company, affiliate or successor, and, except as otherwise provided herein, the Executors is authorized to deal with such

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stock or securities in the same manner as provided with respect to any other property contained in my estate.

(c) The powers herein granted to the Executors 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 executors pursuant to law, and shall include all powers necessary to carry the same into effect.

ITEM XII

DISSOLUTION OF TRUST

Any trust created hereunder may, but need not be, terminated when, in the sole discretion of the Trustees, 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 beneficiary. In such event, the Trustees 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 the property of his or her trust shall be paid to a parent or relative of such beneficiary selected by the Trustees as custodian under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence.

ITEM XIII

OPERATIONAL 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 Trustees and set aside or not, and I hereby authorize and empower my Executors to make any payment which the Trustees herein are authorized to make.

ITEM XIV

PERPETUITIES-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.

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ITEM XV

SPENDTHRIFT 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 XVI

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 transmission expenses and commissions from principal and to pay management expenses and commissions from income.

ITEM XVII

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 Trustees, 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 Trustees 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;
 - (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 Trustees 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 Trustees 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 Trustees shall be fully discharged as to such trust.

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- (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 CECIL G. MOORE, JR.; WALTER MOORE; BONNIE CECILE TSOUTSIKOS; and RALPH MOORE, all of whom are adults; 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) 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, limiting or affecting the scope or intent of the provisions of this Will.

IN WITNESS WHEREOF, I, the said BONNIE RUTH MOORE, do hereunto set my hand and seal to this, my Last Will and Testament (containing in all fifteen [15] pages including the attestation clause) on 4/1/00, 2000; and I also affix my initials on the margin of each of the pages hereof.

BONNIE RUTH MOORE (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the said BONNIE RUTH MOORE as and for her Last Will and Testament in our presence and we, 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.

420 N. 20th Street, Suite 1600 Bhaningham, Alabama 35203

420 N. 20th Street, Suite 1600 Birmingham, Alabama 35203

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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. BONNIE RUTH MOORE and himberly 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. Witness STATE OF ALABAMA COUNTY OF JEFFERSON Subscribed, swom to and acknowledged before me by BONNIE RUTH MOORE, the testatrix, and subscribed and sworn to before me by Proven 7. 18th and Kinberly Sthith on SEAL Notary Public My Commission Expires: STATE OF ALABAMA, CHILTON COUNTY I hereby within _____ was filed in the Probate Court for record .20 and record in and examined Roll manifest materials ROBERT M. MARTIN judge of Probate

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THE STATE OF ALABAMA) Chilton COUNTY

I, Robert Martin	, Judge of the Court of Probate, in and for
said State and County, do hereby certify that the	within instrument of writing ha_s_this day, in said Court,
and before me as the Judge thereof, been duly proven	n by the proper testimony, to be the genuine Last Will and
Testament	
ofBonnie Ruth Moore	
and that said Will	together with the proof thereof, have been recorded
in my office in Book of Wills, Vol,	Page
STATE OF ALABAMA, CHILTON COUNTY	In witness of all which I have hereto set my hand, and
I hereby curtify that within	the seal of the said Court, this the 25th
Record	day of February xtg 2002
and examined 13 so m. Martin ludge of Probate	Robert M. Martin Judge of Probate.

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THE STATE OF ALABAMA Chilton COUNTY

PROBATE COURT

and Walter B. Moore		for Letters Testamentary on the
and Walter B. Moore Will of Bonnie Ruth Moore		deceased.
TO THE HON. Robert H	artin	JUDGE PROBATE COURT SAID COUNTY:
The petition of the unders	igned Ralph M	oore and Walter B. Moore
		ne Last Will and Testament of
Bonnie Ruth		deceased, which Will and Testament has been
duly mealined and admitted to	cocord in this Cour	and Ralph Moore and Walter B.
Moore named as the Execut_ors_t		
Ranied as the Execut_dra	IICI COA;	
that the said testator died seize		of certain real and personal estate, consisting chiefly of
real and pesonal proper	i hereby co	ABAMA, CHILTON COUNTY Cruty that within
[♣] 3 =	was filed in t	the Probate Court for record
		Record page all of said real and personal estate being
estimated to be worth about		Robert Menter
	Judge of Proba	ate
that your petitionerRal		
	•	y may be collected and preserved for those who shall appear executed according to the requests of the said testator, your
petitionerpray that Your I	lonor will grant l	Letters Testamentary
them as Exe	cut	of said Last Will and Testament, upon
entering into bond in such sum	as is required by th	he statute, and with security or securities to be approved by
Your Honor. That the said	Ralph Moore	and Walter B. Moore was expressly exempted
in and by said will from giving l	ond as	AM P.M.
Executors_thereof.		Ralph Moore
		Walter B. Moore
		Ralph Moore and Walter B. Moore
being duly sworn depose and	say that the fac	cts alleged in above petition are true according to the best
of their knowledge, inform		
Subscribed and sworn to be	efore me this the	20050922000493530 20/22 \$7 Shelby Cnty Judge of Proba 09/22/2005 01:43:57PM FILE
HOTARY PUBLIC STREET OF EXPIRES ON EXPIRES O	: July 2!, 2002 Cunderwriters ge Probate Court.	Ralpy Moore Abat B Moore
		Walter B. Moore

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THE SHARE OF ALLANDA

Probate Court

hilton	COUNTY
niiron	

ORDER GRANTING LETTERS TESTAMENTARY. 5764 Code-1928.

		Bonnie Ruth Mo	ore Decei	aseu.
Present Hon	Robert Marti	<u> </u>	Judge of Probat	e.
		and Walter B. Moo	re and presents to the	Court their
			amentarynow	may issue
to them as exec				deceased;
			e death of the said	
Bonnie Ruth Mo	ore	and that in_	her will, heretofore filed	d and admitted to
probate by this Cou	rt, the said Ral	ph Moore and Walt	ter B. Moore named as	executors thereof:
and it mass further a	nnearing to said Co	urt. from the allegation	ons contained in said applicati	ion, and from other
			ph Moore and Walter	
			are fit person sunder	
-			_and that the value of the es	
personal of the said	deceased, is about.			Dollars,
and probably not m	ore, and no person	having appeared to	oppose the granting of Letter	s to the said
Ralph Moore an	d Walter B. Moo	f said matitioner shou	eld not be granted; it is ordere	ed that the same be
			d Walter B. Moore were	
granted, provided, t	hat the said			
exempt from posti first file in this Cou	rtb	ond as such execut	in the penal sum of	
		**************************************		Dollars,
conditioned and pay to be approved by	yable according to the Court.	he statute in such cas	ses made and provided, with s STATE OF ALABAMA, C	HILTON COUNTY
It is further or	dered that the said	petition be recorded_	I hereby certify that w	vithin
		on County, Alaban		
				Record nage
			and examined X - &-	x mer
And now again com		n/a	ROBERT M. MARTIN	
and present to the	Court for approval	ibond ir	n form as bludge of Court heret	ofore required, with
as securitthe	ereon, and the Cour Court that the said	t being now sufficient d bond be taken, appr	ly advised concerning said borroved and recorded.	and said security,
It is therefore	ordered, adjudged a	and decreed by the Co	ourt that Letters Testamentar	' Y
ILOST.	b€	e granted to the said_	Ralph Moore and Wal	ter
			e said Ralph Moore and	
Walter B. Moore proceed immediate	ely to collect and to	take into their percept the per	possession the goods and chairsonal property specifically exended have due return under oath, to	empted under Section
and complete inve	ntory thereof within	two months. It is f	further ordered that	هره ۱۰ الدامان و ۱۰ الدامان الدام
be and they hereb appraisement be is oath, to this Court	y are appointed Arssued to them, notifet, of their proceeding	gs within two months		
ThisFeb	ruary 25	x 2002	Robert W. Man	
1 IIIS		mg AV		

Judge of Probate.

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THE STATE OF ALABAMA Chilton County

COURT OF PROBATE

The will of Bonnie Ruth Moore	, deceased,
aving been duly admitted to record in said County, letters Ralph Moore and Walter B. Moore	
, the executors_	named in said will, who have complied with
he requisitions of the law, and <u>are</u> authorized to tal	ke upon themselves the execution of said will.
Witness my hand, and dated this 25th day of	February , xy 2002;
	Rahmt M. Martin Judge of Probate
THE STATE OF ALABAMA Chilton County	
I, <u>Robert Martin</u>	, Judge of Probate in and for said County and State,
ereby certify that the within and foregoing is a true, con	rrect and complete copy of the Letters Testamentary
ssued to Ralph Moore and Walter B. Moore	as Execut ors of the
vill of <u>Bonnie Ruth Moore</u>	, deceased, as the
ame appears of record in my office, and are still in full for	ce and effect.
Given under my hand and seal of office, this the 25t	h day of February, 79 2002.
	Robert W. Martin Judge of Probate
	STATE OF ALABAMA, CHILTON COUNTY I hereby cartify that within was filed in the Probate Court for record 2-2-5 20-2 and record in

ROBERT M. MARTIN

Judge of Probate