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AFFIDAVIT

**STATE OF ALABAMA
COUNTY OF SHELBY**

Kelly Williams Sawtelle, being duly sworn, deposes and says that:

I am the trustee of the Patricia Lynn Williams Trust.

I hereby certify that the trust agreement, attached hereto and made a part hereof, is still in full force and effect, that there are no undisclosed amendments, modifications, revocations and/or terminations thereof and there has been no undisclosed resignation or substitution of trustees.



Kelly Williams Sawtelle, Trustee under the
Patricia Lynn Williams Trust

Sworn to before me this 31st day of January, 2006.



Notary Public

My Commission Expires: 02-25-09

B. CHRISTOPHER BATTLES
Notary Public - Alabama, State At Large
My Commission Expires 2 / 25 / 2009

C. Battles

THE FRONT OF THIS DOCUMENT IS PINK - THE BACK OF THIS DOCUMENT IS BLUE AND HAS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

ALABAMA

Center for Health Statistics

ALABAMA

CERTIFICATE OF DEATH

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State File Number **101** **03-29434**

50
037020
103
01
037224
37436
423-66-7306
423-253-100
Patricia Williams
NAME OF DECEASED

1. DECEASED - NAME Patricia Lynn WILLIAMS		2. DATE OF DEATH (Month, Day, Year) Sept 3, 2003		3. COUNTY OF DEATH Jefferson	
4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE Birmingham 35235		5. INSIDE CITY LIMITS (Specify Yes or No) Yes		6. PLACE OF DEATH - HOSPITAL OR OTHER INSTITUTION (If not at home, give street and number) Medical Center East	
7. IF HOSPITAL, Specify Inpatient, EE or Outpatient, OCA Inpatient		8. OF HISPANIC ORIGIN (Specify Yes or No) (For Spanish Surname) No		9. RACE (Specify American Indian, Black, White, etc.) White	
10. SEX Female		11. AGE 51 yrs		12. DATE OF BIRTH (Month, Day, Year) August 17, 1952	
13. UNDER 1 YEAR MONTHS 12		13. UNDER 1 DAY HOURS 00		14. DECEASED'S SOCIAL SECURITY NUMBER [REDACTED]	
15. EDUCATION (Specify highest grade completed) Elementary or High School (1-12) 6		16. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced) Divorced		17. SURVIVING SPOUSE (If wife, give maiden name) No	
18. STATE OF BIRTH (If not in USA, specify country) Alabama		19. RESIDENCE - STATE Alabama		20. COUNTY Jefferson	
21. CITY, TOWN, OR LOCATION AND ZIP CODE Vestavia 35226		22. INSIDE CITY LIMITS (Specify Yes or No) Yes		23. STREET AND NUMBER 2662 Hackwood Place	
24. INFORMANT - Name and Address Kelly Williams Sawtelle 2244 Ascot Lane, Birmingham, AL 35216		25. DEPARTMENT - Name and Address Jefferson Memorial East 1591 Gadsden Hwy, Birmingham, AL 35235		26. DATE SIGNED BY FUNERAL DIRECTOR Sept 9, 2003	
27. OCCUPATION (Give kind of work, describing grade of history, if over 14 years) Self-Employed		28. TYPE OF BUSINESS OR INDUSTRY Charitable		29. FATHER - NAME (First, Middle, Last) Lynn Frances Williams	
30. MOTHER - NAME (First, Middle, Last) Bernice Boyd		31. DISPOSITION OF BODY (Specify Burial, Cremation, Medical, Donated, Hospital, Personal, Other) Burial		32. DATE OF DISPOSITION Sept 5, 2003	
33. CEMETERY OR CREMATORY - Name Jefferson Memorial East		34. LOCATION - (City or Town - State) Birmingham, AL		35. FUNERAL HOME - Name and Address Jefferson Memorial P.H. 1591 Gadsden Hwy, Birmingham, AL 35235	
36. VERIFYING PHYSICIAN (This certifying cause of death to the best of my knowledge, death occurred in the time and place and date on the certificate and manner stated) Signature: [Signature] Medical Examiner - [Signature]		37. DATE SIGNED (Month, Day, Year) 09/04/03		38. NAME AND TITLE OF PERSON WHO COMPLETED CAUSE OF DEATH (From 41) Greg Flippin MD	
39. TIME AND DATE OF DEATH 1330 9-3-2003		40. DATE AND TIME PROCLAIMED DEAD (For Coroner/ME use only)		41. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (From 41) 16725 Deerfoot Pkwy Birmingham AL 35124	
42. REGISTERAR - Signature Nelen Morrison		43. DATE FILED (Month, Day, Year) September 10, 2003		44. REGISTERAR - Name (For State or County use only) Nelen Morrison	

MEDICAL CERTIFICATION

45. PART I. Under the direction, impulse or compulsion that caused the death, or whatever the mode of dying, such as cardiac or respiratory or other stroke or hemorrhage. LIST ONLY ONE CAUSE ON EACH LINE. APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH		46. PART II. Other significant events and contribution to death (not a result of the underlying condition)	
IMMEDIATE CAUSE (Final result of condition resulting in death) → Vasculature		47. WAS THERE A PREGNANCY IN LAST 42 DAYS? (Specify Yes, No, or Late)	
DUE TO OR AS A CONSEQUENCE OF Respiratory Failure		48. MANNER OF DEATH (Specify - Accident, Homicide, Suicide, Undetermined, Circumstances Pending Investigation, Natural Cause) Natural	
DUE TO OR AS A CONSEQUENCE OF Cardiogenic Shock		49. ALTOPIESY (Specify Yes or No) NO	
DUE TO OR AS A CONSEQUENCE OF Sepsis		50. IF YES, were findings considered in describing cause of death? (Specify Yes or No)	
47. PART I. Other significant events and contribution to death (not a result of the underlying condition) Malnutrition, AML		51. DATE OF INJURY (Month, Day, Year)	
48. MANNER OF DEATH (Specify - Accident, Homicide, Suicide, Undetermined, Circumstances Pending Investigation, Natural Cause) Natural		52. HOUR OF INJURY	
53. HOW INJURY OCCURRED (State nature of injury in Part II, Part I, or Part II)		54. DATE OF INJURY (Month, Day, Year)	
55. PLACE OF INJURY (Specify of home, farm, street, factory, office building, etc.)		56. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State)	
57. MAJORITY AT WORK (Specify Yes or No)		58. PLACE OF INJURY (Specify of home, farm, street, factory, office building, etc.)	

This is a legal record and must be filed within five (5) days after death.

I, Dorothy S. Harshbarger, State Registrar of Health Statistics, certify this is a true and exact copy of the original certificate filed in the Center for Health Statistics, State of Alabama, Department of Public Health, Montgomery, Alabama, and have caused the official seal of the Center for Health Statistics to be affixed. 2004-438-015-1

Dorothy S. Harshbarger
Dorothy S. Harshbarger, State Registrar

November 23, 2004

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LETTERS TESTAMENTARY

PROBATE - 60

IN THE MATTER OF THE ESTATE OF

**IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA**

PATRICIA LYNN WILLIAMS

CASE NO. 184015

Deceased

LETTERS TESTAMENTARY

TO ALL WHOM IT MAY CONCERN:

The Will of the above-named deceased having been duly admitted to record in said county. Letters Testamentary are

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

WITNESS my hand this date, DECEMBER 19, 2003

(SEAL)

MICHAEL F. BOLIN

Judge of Probate

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

WITNESS my hand and seal of said Court this date, DECEMBER 19, 2003

Carol K. Johnson
Chief Clerk

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RESIGNATION OF TRUSTEE

WHEREAS, Wachovia Bank, N.A., f/k/a SouthTrust Bank, is Corporate Trustee of the Patricia Lynn Williams Trust f/b/o Kristy Nicole Williams established by agreement (Will) dated August 23, 2002; and

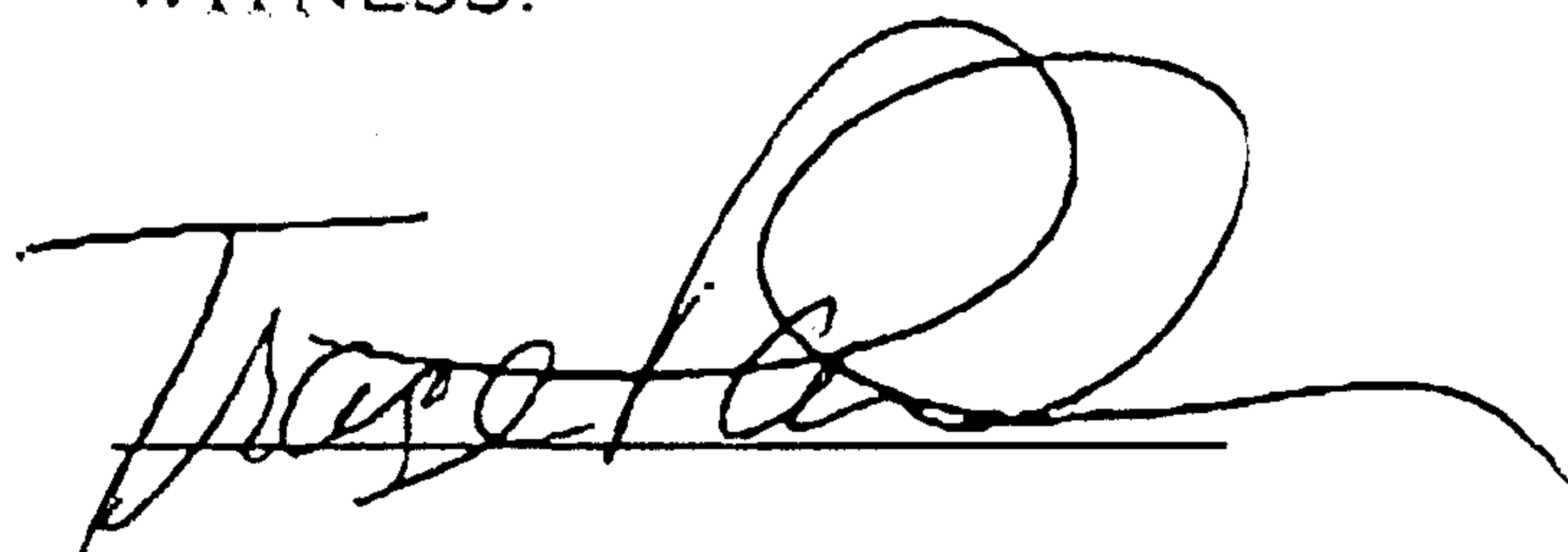
WHEREAS, Wachovia Bank, N.A., f/k/a SouthTrust Bank, has the authority to resign as a Trustee under the terms of the document, by written instrument delivered to the beneficiary, Kristy Nicole Williams, and the Successor Trustee, Kelly Williams Sawtelle; and

WHEREAS, Wachovia Bank, N.A., f/k/a SouthTrust Bank, desires to resign as Trustee of the Trust.

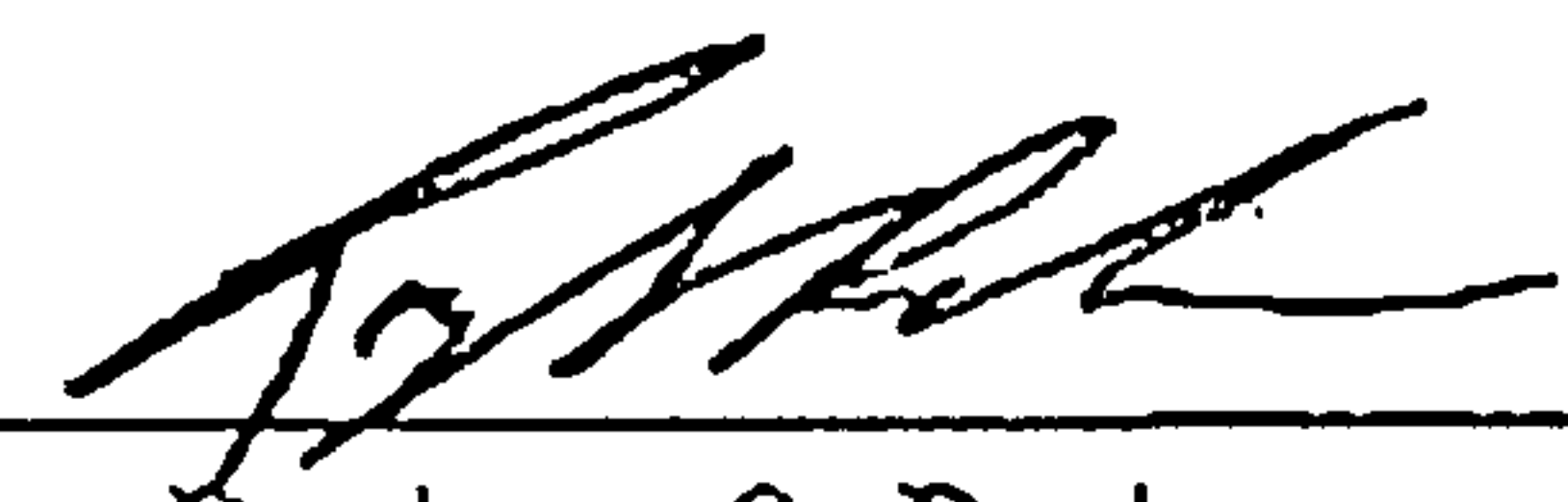
NOW THEREFORE, Wachovia Bank, N.A., f/k/a SouthTrust Bank, hereby resigns as Trustee of the Trust, effective immediately and delivers this Resignation to Kelly Williams Sawtelle as the Successor Trustee of the Trust.

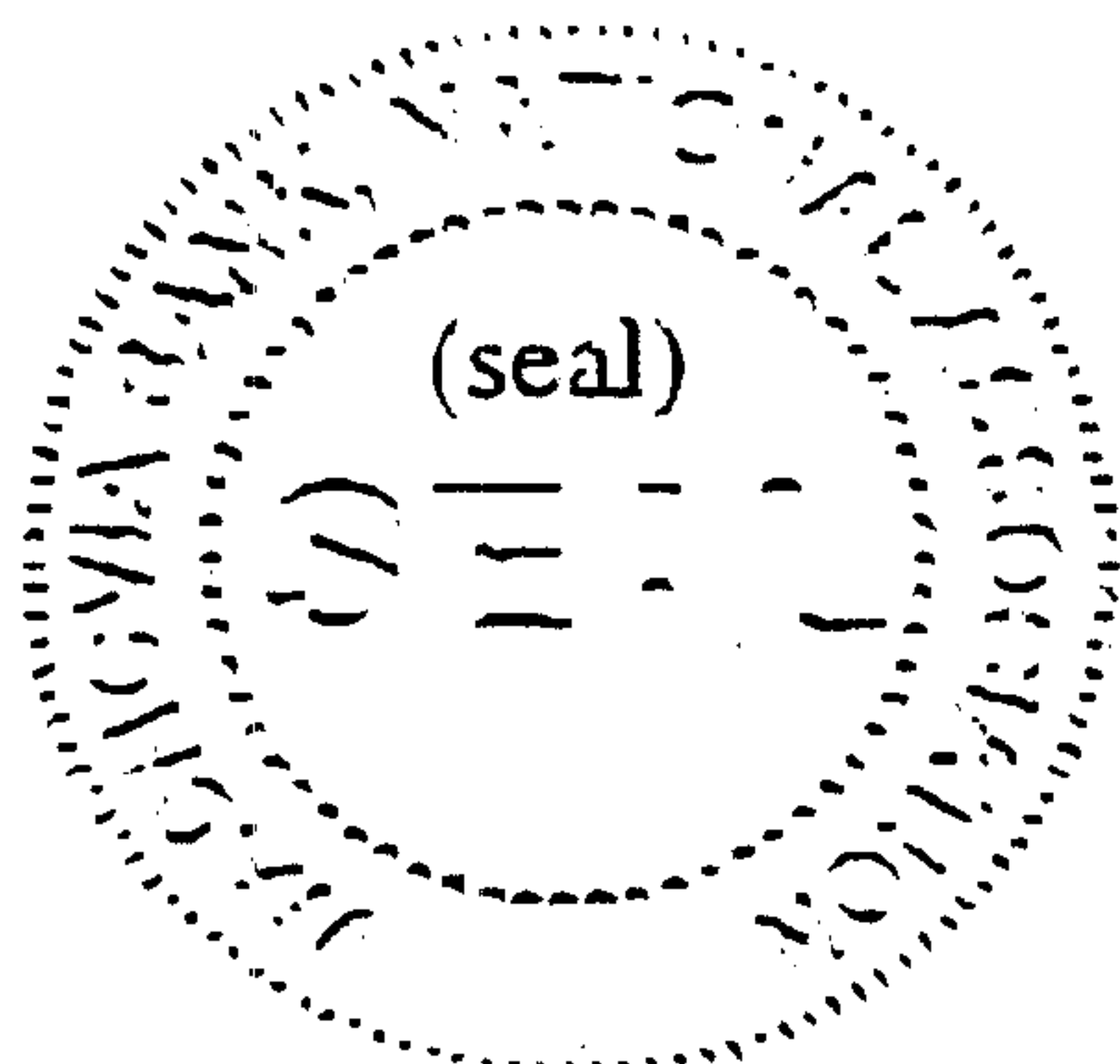
IN WITNESS WHEREOF, the Undersigned, Rodney S. Parker, as Vice President of Wachovia Bank, N.A., f/k/a SouthTrust Bank, has signed this resignation as of this the 26th day of January, 2006.

WITNESS:



WACHOVIA BANK, N.A., F/K/A
SOUTHTRUST BANK

By: 
Rodney S. Parker
Its: Vice President






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Last Will And Testament

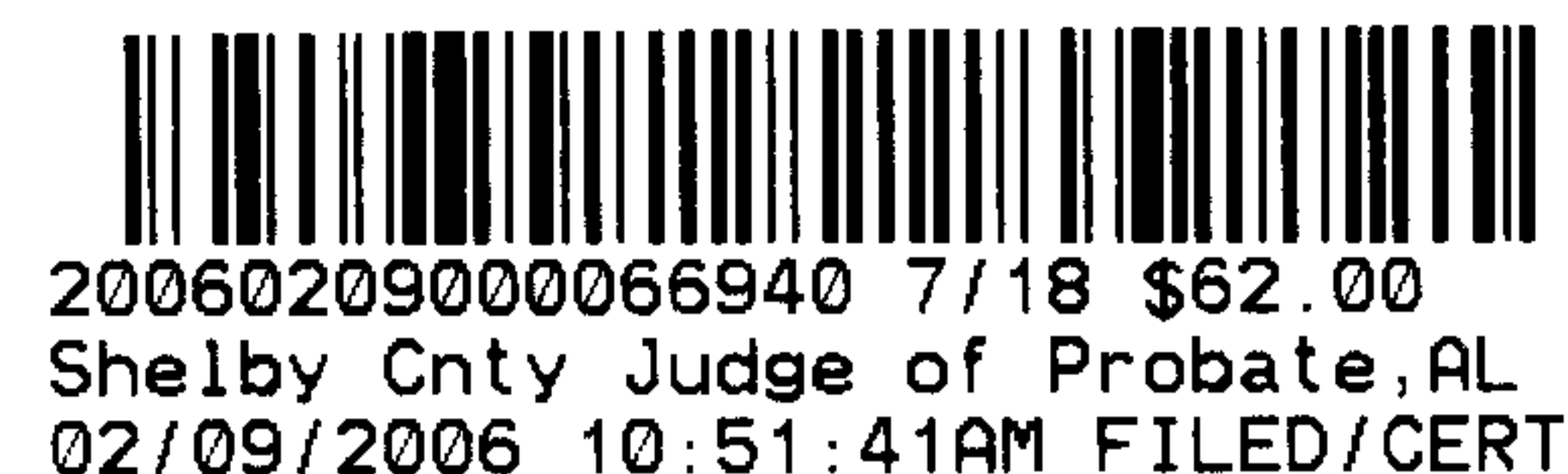
of

Patricia Lynn Williams



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I, PATRICIA LYNN WILLIAMS, a resident of Birmingham, Alabama, do make and publish this, my LAST WILL AND TESTAMENT, hereby revoking all Wills and Codicils heretofore made by me.

SECTION 1. IDENTIFICATION

1.1. CHILDREN - I have two (2) children, KELLY LYNN WILLIAMS and KRISTY NICOLE WILLIAMS. All references in this Will to my "children" are to said named children.

1.2. MOTHER - My mother is BERNICE B. WILLIAMS. All references in this Will to my "mother" are to my said named mother.

SECTION 2. FUNERAL AND ADMINISTRATION EXPENSES

2.1. PAYMENT - The expenses of my last illness and funeral, including a suitable marker for my grave; legally enforceable claims against me or my estate; and all expenses relating to the administration of my estate shall be paid out of my residuary estate.

2.2. INDEMNITY - My Executor shall be indemnified from the estate for any damages sustained by my Executor as a result of exercising, in good faith, the authority granted to my Executor under this Section.

2.3. CLAIMS - The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against my Will by virtue of such discretionary authority.

2.4. TRANSPORTATION EXPENSES - My Executor shall have the sole authority and discretion to assess the cost and expense for the transportation and delivery of any



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asset directly to the beneficiary or beneficiaries receiving such asset. The decision of my Executor with regard to this matter shall be final and binding on all beneficiaries.

SECTION 3. DISPOSITIVE PROVISIONS


3.1. TANGIBLE PERSONAL PROPERTY -

3.1.1. Separate Memorandum - I give certain tangible, non-business, personal property in accordance with a written statement or list, in my handwriting or signed by me, which describes the items and the devisees with reasonable certainty. Any memorandum written, dated and signed by me disposing of my personal tangible personal property shall be incorporated by reference into this Will. If I leave multiple written memoranda which conflict, the last dated memorandum shall control.

3.1.2. Remaining Tangible Personal Property - To the extent that tangible personal property has not been disposed of under previous subsections, I give such remaining tangible, non-business, personal property, together with all insurance on such property, to my surviving children in substantially equal shares.

3.1.3. Costs - All costs of safekeeping, insuring, and shipping shall be deemed to be a general estate administration expense.

3.2. RESIDUARY DISPOSITIONS - I give, devise, and bequeath the entire residue of my estate to be divided equally between my children. If a child of mine fails to survive me, that child's share shall be distributed to that child's descendants on a per stirpes basis. If a child of mine fails to survive me and has no then-living descendants, that child's share shall be distributed to my surviving descendants on a per stirpes basis, or in default of such descendants, to the persons who would be entitled to inherit from me under the Intestate Laws of the State of Alabama (Section 43-8-40 *et seq.*).



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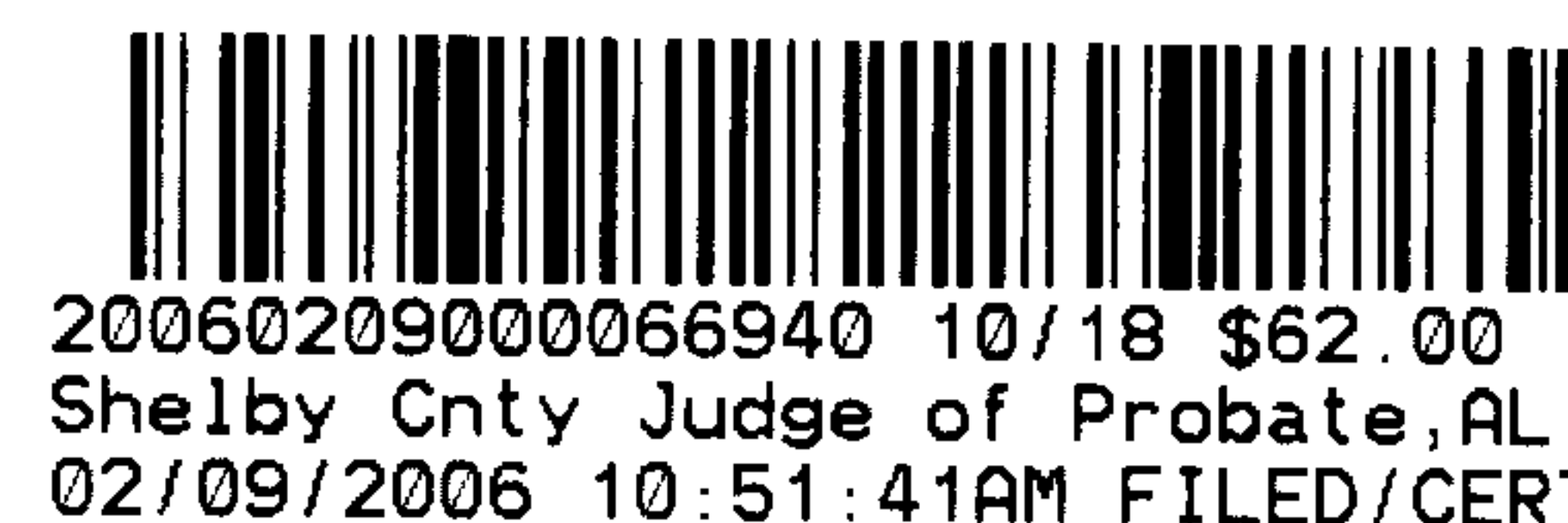
3.3. AGE REQUIREMENT - If any person less than twenty-five (25) years of age ("Beneficiary") is entitled to receive an inheritance under this Will, my Executor shall pay such inheritance to my Trustee, hereinafter named, or, if no Trustee is named, to the surviving parent of such person as Trustee, to be administered as follows:

3.3.1. Income - My Trustee shall, in my Trustee's sole and absolute discretion, pay any part or all of the net income to or for the benefit of my said Beneficiary or may add any part of such income to the principal of the Trust; and

3.3.2. Principal - My Trustee shall pay to or apply for the benefit of my said Beneficiary as much of the principal of my said Beneficiary's share as my Trustee may deem proper for my said Beneficiary's health, maintenance, support, and education. My Trustee may use principal to assist my said Beneficiary in buying a home or starting a business; and

3.3.3. Withdrawal Rights - My Beneficiary shall have the right to withdraw principal from his or her trust upon attaining the age of twenty-five (25) years.

3.3.4. Predecease - If my said Beneficiary dies before the entire principal of such trust has been withdrawn, the entire principal shall be distributed by my Trustee to my said Beneficiary's then-living descendants on a per stirps basis; or, in default of such descendants, to my living descendants on a per stirpes basis (the share thus accruing to any child of mine for whom, at that time, my Trustee holds a separate trust hereunder shall be added to such trust and thereafter held as though originally forming a part hereof); or, in default of such descendants, to the persons who would be entitled to inherit from me under the Intestate Laws of the State of Alabama (Section 43-8-40 *et seq.*).



SECTION 4. FIDUCIARY PROVISIONS

4.1. APPOINTMENT OF EXECUTOR - I appoint BERNICE B. WILLIAMS as Executor of my Will. If BERNICE B. WILLIAMS fails to qualify or ceases to serve for any reason, then I appoint SOUTHTRUST BANK as Successor Executor. Neither of my Executors shall be required to give bond or furnish sureties in any jurisdiction.


4.2. RESIGNATION OF TRUSTEE -

4.2.1. Right of Trustee to Resign - My Trustee and any Successor Trustee shall have the right to resign, by duly acknowledged written instrument delivered to the remaining Trustee or, if there is no remaining Trustee then serving, to the adult income beneficiaries and the adults who would be entitled to share in the principal of the trust if it were then to terminate.

4.2.2. Power of Successor Trustee - Any Successor Trustee shall have the rights, powers, privileges, discretions, and duties conferred upon or vested in my Trustee by the provisions of this Agreement.

4.2.3. Nomination of Successor Trustee - If a vacancy occurs in the office of Trustee, then the Trustee or Co-Trustees, at that time, may appoint a Successor Trustee or Co-Trustee that is not related or subordinate to any beneficiary or beneficiaries. Such appointment shall be made in a written instrument that shall be delivered to my beneficiary or beneficiaries. In the default of such appointment, BERNICE B. WILLIAMS shall have the right, power, and authority to designate a Successor Trustee.

4.3. COMPENSATION OF EXECUTOR - My Corporate Fiduciary shall be entitled to compensation for its services in accordance with its Standard Schedule of Charges



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currently in effect at the time its services are called upon and from time to time during the period over which such services are performed.

4.4. POWERS OF EXECUTOR - In addition to the powers herein provided and those given by law, my Executor, without any order of the Court and in my Executor's sole and absolute discretion, may:

4.4.1. Make Investments - Retain any property and invest and reinvest in any property, including by way of illustration, and not by way of limitation, common stocks, any common or diversified trust funds, maintained by any financial institution or association, and any form of life insurance, annuity, or endowment policies. In so doing, my Executor may act without restriction to so-called legal investments and without responsibility for diversification.


4.4.2. Purchase Investments - Purchase investments at premiums and charge premiums to income or principal, or partly to each.

4.4.3. Stocks and Bonds - Subscribe for stocks, bonds, or other investments; exercise any stock option or similar right; join in any plan of lease, mortgage, merger, consolidation, reorganization, foreclosure, or voting trust, and deposit securities thereunder; and generally exercise all the rights of security holders of any corporation.

4.4.4. Registration - In the sole and absolute discretion of my Executor, register securities in the name of his or her nominee or hold them unregistered so that title may pass by delivery.

4.4.5. Voting - Vote, in person or by proxy, securities held by my Executor and, in such connection, delegate discretionary powers.

4.4.6. Repair - Repair, alter, improve, or lease, for any period of time, any property, and give options for leases.



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4.4.7. Sell - Sell property at public or private sale, for cash or credit and with or without security, exchange or partition property, and give options for sales or exchanges.

4.4.8. Real Estate - Sell any real estate, at public or private sale, upon such terms as my Executor shall deem appropriate.

4.4.9. Borrow - Borrow money from any person, including any Executor, and mortgage or pledge any property.


4.4.10. Compromise - Compromise claims including any questions relating to any policy of life insurance. However, my Executor need not institute litigation to collect any policy unless my Executor is reasonably indemnified for costs, counsel fees, and other expenses of such litigation.

4.4.11. Distributions - Make distribution of both income or principal in cash or in kind, or partly in each.

4.4.12. Employment of Agents - Employ such agents as my Executor may deem advisable in the administration of my estate and pay them such compensation, if my Executor may deem proper, out of income or principal or out of both.

4.4.13. Mutual Funds - Invest in mutual funds, including but not limited to money market mutual funds, to which the corporate Fiduciary or any of its affiliates, whether located within or outside of the State of Alabama, may provide management, investment, advisory, custodial or other services for compensation, without notifying any beneficiary hereunder prior to such investment and without reducing fees or commissions payable hereunder to such corporate fiduciary.

4.5. ANCILLARY FIDUCIARY - If ancillary administration shall be required or desired and my domiciliary Executor is unable or unwilling to act as an ancillary fiduciary,



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my domiciliary Executor shall have the power to designate, compensate, and remove the ancillary fiduciary. The ancillary fiduciary may either be a natural person or a corporation. My domiciliary Executor may delegate to such ancillary fiduciary such powers granted to my original Executor as my Executor may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate shall be paid over to the domiciliary Executor.


SECTION 5. TAX AND ADMINISTRATIVE PROVISIONS

5.1. DEATH TAX CLAUSE - All estate, inheritance, and other death taxes, including any interest and penalties with respect to those taxes not caused by negligent delay, payable to any federal, state, or foreign taxing authority imposed with respect to all property comprising my gross estate, whether or not such property passes under this Will, shall be paid out of the principal of my residuary estate.

5.2. PROTECTIVE PROVISION - Every trust created by this Will shall be a spendthrift trust. Neither the principal nor the income shall be subject to the liabilities of, or to assignment by, any beneficiary.

5.3. NON-ACCRUAL OF INCOME - All income not actually paid to a beneficiary before termination of his or her interest shall be treated as though it had accrued and become payable thereafter, and no credit or accrual shall be made for taxes, commissions, or other charges theretofore made against income. Income shall not be apportioned between successive beneficiaries.

5.4. OPTIONAL TERMINATION OF TRUST - Notwithstanding any other provisions hereof, my Trustee may, in my Trustee's sole and absolute discretion and at any time, terminate any or all of the trust shares under this Will, if the amount thereof does not warrant the



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cost of continuing said trust or if its administration would be otherwise impractical. Upon such termination, my Trustee shall pay the principal and any accumulated or undistributed income of such trust share to the person or persons entitled at that time to the income therefrom in the proportions to which they were then entitled to receive the income, and, upon such termination, the rights of all other persons who might otherwise have an interest as succeeding life tenants or in remainder shall cease. If any such person be then a minor, or, in the opinion of my Trustee, mentally or physically incapacitated, my Trustee may pay the share of such fund to which such person would otherwise be entitled, to the parent or guardian of the estate or of the person of such income beneficiary or to the person caring for such beneficiary. In the case of a minor, my Trustee may deposit such fund in a savings account in a savings institution of my Trustee's choosing for the benefit of such minor.

5.5. DISABILITY PROVISION - Unless otherwise provided for herein, any income or principal payable to any beneficiary who, in the opinion of my Trustee, is mentally or physically disabled, shall be held in a separate trust by my Trustee during such disability, unless the trust share is sooner terminated as otherwise provided herein. Income may be accumulated, and income and principal may be expended for the health, maintenance, support, and education of such beneficiary as my Trustee, in my Trustee's sole and absolute discretion, may determine. My Trustee may apply the same directly without the intervention of a guardian or pay the same to any person having the care or control of said beneficiary or with whom the beneficiary resides without duty on the part of my Trustee to supervise or inquire into the application of such funds. The balance of such income and principal shall be paid to such beneficiary when the disability ceases or to such beneficiary's estate in the event of death prior thereto.



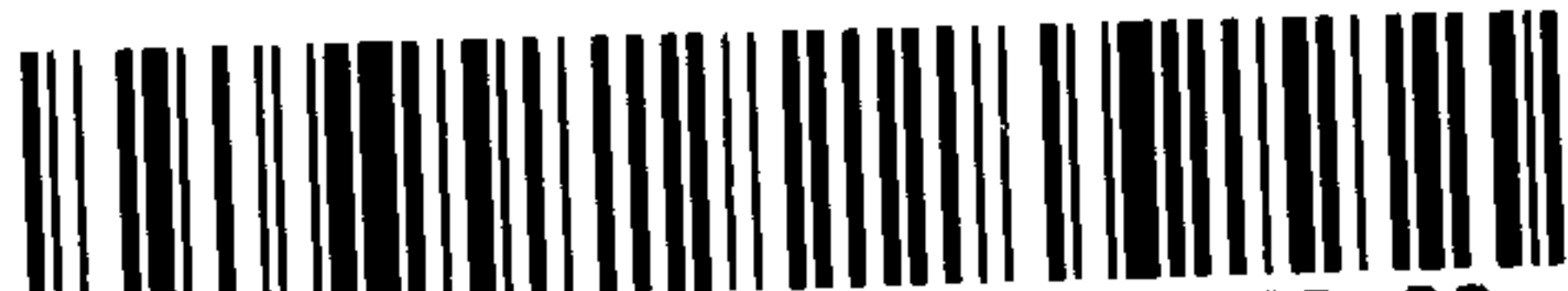
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5.6. RULE AGAINST PERPETUITIES - If any trust hereunder is situated in a jurisdiction which has a Rule Against Perpetuities unless a statutory opt out clause has been exercised, then notwithstanding anything herein to the contrary, no Trust hereunder shall extend beyond twenty-one (21) years after the death of the last survivor of myself and my descendants living at the date of my death. At the expiration of that period, my Trustee shall distribute the remaining portion of any Trust property in my Trustee's hands to the beneficiaries entitled to the income at that time.

5.7. ACCOUNTINGS -

5.7.1. Estate Accountings - My Executor shall render an account of the administration of my estate to the beneficiaries of my estate upon the conclusion of such administration, or if such administration shall continue for a period of longer than eighteen (18) months after my death, then upon the request of any of the beneficiaries of my estate. The approval of the accounting by the adult beneficiaries of my estate shall be conclusively binding upon all of my beneficiaries. The adult beneficiaries shall be conclusively presumed to have approved each such account unless he, she, or they file written exceptions thereto with my Executor within thirty (30) days after the receipt of each account. Copies of the Corporate Executor's standard income and principal transaction statements issued quarterly by such Executor shall be sufficient to satisfy the requirements of this Section. Nothing herein shall limit the right of my Executor to file an accounting in a court of competent jurisdiction at the appropriate times. The records of the Trust shall be opened at all reasonable times to the inspection of the beneficiaries of the Trust and their appointed representatives.

5.7.2. Waiver of Trustee Accountings. My trustee shall not be required to file an account of administration of the trust within a court as otherwise required by state law.



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Nothing herein shall limit the right of my trustee to file an accounting in a court of competent jurisdiction at appropriate times.

5.8. DEFINITIONS -

5.8.1. Per Stirpes Distributions - Unless otherwise specifically provided, all distributions are to be made to a person's descendants, by right of representation, per stirpes. The distributable assets are to be divided into as many shares as there are then-living children of such deceased person and deceased children of such deceased person who left then-living descendants. Each then-living child shall receive one (1) share and the share of each deceased child shall be divided among such child's then-living descendants in the same manner.

5.8.2. Descendants - The descendants of a person means all of that person's lineal descendants of all generations. The relationship of parent and child at each generation shall be determined by the definition of parent and child contained under Alabama law as of the date of my death. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. Disability - A beneficiary under this Will is disabled or under a disability when he or she is under the age of eighteen (18) years and not emancipated; or, if in the judgment of my fiduciary, the beneficiary is unable to manage his or her property and affairs for reasons such as mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance. If any court of competent jurisdiction has declared a beneficiary to be disabled or under a disability, my fiduciary shall be bound by that determination as long as that determination is in effect.

5.8.3. Fiduciary - For purposes of this Will, the term "fiduciary" shall include an Executor, Executrix, Administrator, Personal Representative, Guardian, Custodian,

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02/09/2006 10:51:41AM FILED/CERT

Conservator, Trustee or any other form of fiduciary. As used throughout this Will, the term "Executor," "Trustee," and "Fiduciary" shall refer to the original Executor and Trustee as well as any single, additional or successor Executor and Trustee. It shall also refer to any individual, corporation or other entity acting as a replacement, substitute, or added Executor and Trustee. Such reference shall include the masculine, the feminine and the neuter.

5.8.4. Other Definitions - Except as otherwise provided in this Will, terms shall be as defined in the Alabama Probate Code as amended after the date of this Will and after my death.

5.9. APPLICABLE STATE LAW - The validity of this Will shall be determined by reference to the laws of the State of Alabama. Any question with regard to the construction and administration of the various trusts contained in this Will shall be determined by reference to the laws of the state in which the trust is then currently being administered.

IN WITNESS WHEREOF I subscribe my name this 23rd day of August, 2002.

Patricia Lynn Williams
PATRICIA LYNN WILLIAMS

The foregoing instrument was signed, published and declared by PATRICIA LYNN WILLIAMS, the Testatrix, to be the Testatrix's Last Will and Testament in the presence of each of us, present at the same time, and we, at the Testatrix's request and in the Testatrix's presence, and in the presence of each other have hereunto subscribed our names as witnesses this 23rd day of August, 2002.

Donna H. Beard
Witness

[Signature]
Witness

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WE, the Testatrix and undersigned the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Testatrix signed and executed the instrument as her Last Will and Testament and that she signed willingly and that she executed it as her free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the Testatrix, signed the Will as witness and that to the best of the witnesses' knowledge the Testatrix was at the time eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Patricia Lynn Williams
PATRICIA LYNN WILLIAMS, Testatrix

Donna M. Hale
Witness

[Signature]
Witness

STATE OF ALABAMA

AT LARGE

Subscribed, sworn to and acknowledged before me by PATRICIA LYNN WILLIAMS, the Testatrix, and subscribed and sworn to before me by the above witnesses, this 23rd day of August, 2002.

Major Bashinsky
NOTARY PUBLIC

My notary commission expires: January 30, 2006

This instrument is prepared by:
MAJOR BASHINSKY, ATTORNEY AT LAW
6 OFFICE PARK CIRCLE - SUITE 100
BIRMINGHAM, ALABAMA 35223