THIS INSTRUMENT PREPARED BY: Harry W. Gamble III 105 Owens Parkway, Suite B Birmingham, AL 35244

SEND TAX NOTICE TO:

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other valuable consideration to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, Lane B. Wyatt, as Executrix and Personal Representative of the Estate of Charles H. Wyatt, Jr., Deceased, (herein referred to as herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Lane B. Wyatt, (herein referred to as grantee), the following described real estate, situated in SHELBY County, Alabama, to-wit:

A one-third (1/3) interest, being the same interest conveyed to Charles H. Wyatt in that deed from Frank Williams, Jr. and wife Juanita Williams, as Grantors, to Eugene Dekish, Charles H. Wyatt, and J.L. Cole, as Grantees, dated June 3, 1965 and recorded in Book 235, Page 851 in the Probate Office of Shelby County, Alabama, in the following property:

Lot 1, Block A, according to the Survey of Liberty Heights, as recorded in Map Book 3, Page 26, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes or assessments for the year 2008 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor; (3) All easements, restrictions, covenants, and rights of way of record.

This conveyance is made pursuant to the Last Will and Testament of Charles H. Wyatt, Jr. filed in the Probate Court of Jefferson County, Alabama on July 25, 2000 and recorded in the Probate Court of Jefferson County, Alabama in Judicial Record Volume SR 1783, Page 54-69. This instrument is executed by Lane B. Wyatt in her capacity as Personal Representative and not in her individual capacity. This is not the homestead of Lane B. Wyatt or her spouse.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s), this the

<u>/day of</u>	101	
		ESTATE OF CHARLES H. WYATT, JR.
	••	BY: Sine D. Matt
		Lane B. Wyatt Personal Representative
	\	

-, a Notary Public in and for said County, in said State, hereby certify that Lane B. Wyatt, a married woman, whose name is signed to the foregoing conveyance as Executrix and Personal Representative of the Estate of Charles H. Wyatt, Jr., Deceased, and who is known to me, acknowledged before me on this day, being informed of the contents of the companied PEACOCK she executed the same voluntarily in her capacity as such Personal Representative of the capacity of the capacity as such Personal Representative of the capacity of the capacity as such Personal Representative of the capacity of the capac EXPIRES: November 7, 2008 bears date. Bonded Thru Notary Public Underwriters

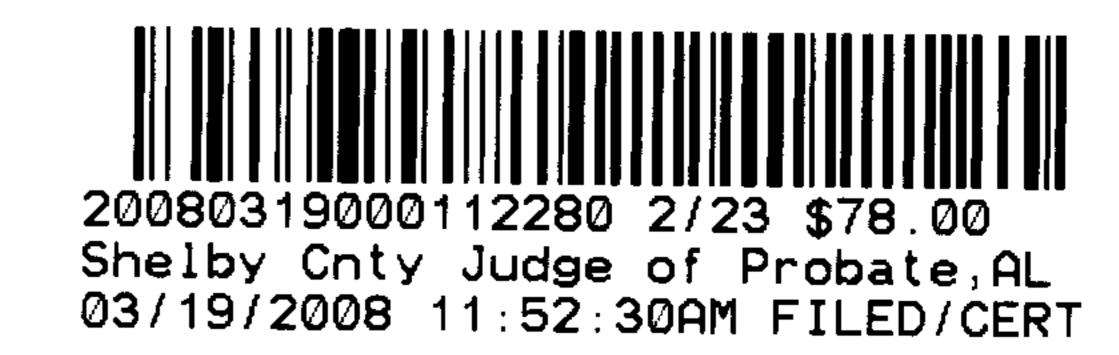
Given under my hand and seal this 15 day of July 1000

(Seal)

My Commission Expires: ///1/08

171626

		CERTIFICATE TO THE PROBATE OF WILL	17/626
The St	ate of Alabama		
JEFF	FERSON COUNTY	I, George R. Reynolds, Judge of the Court of Probat	e, in and for said State and
County, d	o hereby certify that the for	egoing instrument of writing ha this day, in	said Court, and before me as
the Judge	thereof, been duly prove	m by the proper testimony to be the genuine last Will ar	d Testament
of	CHARLES H. HYAT	T. JR. Deceased and that said Will	
together v	with the proof thereof have	been recorded in my office in Judicial Record, Volume 🗘	1783, Page 54-49.
In wi	tness of all which I have	hereto set my hand, and the seel of the said Court, this	dateInly_252000
PROBATE 90		hereto set my hand, and the seed of the said Court, this	Judge of Probate.



IN THE MATTER OF THE ESTATE OF	PROBATE COURT OF
CHARLES H. WYATT, JR. Deceased)	JEFFERSON COUNTY, ALABAMA 171626
	CASE NO.

PETITION FOR PROBATE OBWILL

Comes the petitioner, Lane B. Wyatt, and shows this court the following facts:

- 1. Charles H. Wyatt, Jr., the decedent died testate at Birmingham in Jefferson, Alabama on or about the 22nd day of June, 2000, and, at the time of such death, was an inhabitant of Jefferson County, Alabama.
- 2. Surrendered herewith is the decedent's Last Will and Testament naming the petitioner as Personal Representative thereof, which was duly signed by the decedent when over eighteen (18) years of age, and was attested by the following witnesses:

NAME	PRESENT ADDRESS
Susan E. Frizzell	1300 Beacon Parkway E #710 Birmingham, Alabama 35209
Joseph Lehman	1300 Beacon Parkway E #701 Birmingham, Alabama 35209

3. The decedent's Last Will and Testament, as identified in paragraph 2 hereof, was self-proved in a manner substantially in accordance with the requirements of Ala. Code 43-8-132. The name and present address of the officer authorized to administer oaths before whom said will was acknowledged are as follows:

Elizabeth D. Eshelman

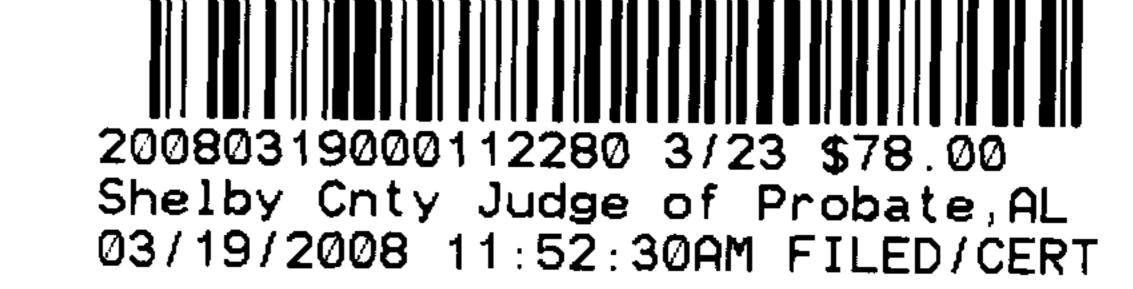
2120 Sixteenth Avenue South
Birmingham, AL 35205

4. The following is a true, correct and complete list of names, ages, conditions, relationships and addresses of the decedent's spouse and next-of-kin.

NAME, AGE, CONDITION, RELATIONSHIP AND ADDRESS

Lane B. Wyatt, over the age of 19 years of sound mind, wife

1300 Beacon Parkway E #709 Birmingham, AL 35209



WHEREFORE, the petitioner prays that this Court will take jurisdiction of this petition, will cause all such notice or citations to issue to the said next-of-kin, attesting witnesses, and oath-administering officer, as may be proper in the premises; and will cause such proceedings to occur, and such proof to be taken, and render such orders and decrees as will duly and legally effect the probate and record in this Court of said Will as the Last Will and Testament of the decedent. This petition is deemed to be verified pursuant to Ala. Code 43-8-22.

Lane B. Wyatt, Petitioner 1300 Beacon Parkway E #709

Birmingham, AL 35209

This instrument prepared by: Elizabeth D. Eshelman 2120 Sixteenth Avenue South Suite 100 Birmingham, Alabama 35205 (205) 933-1048

BENCH NOTE

Filed in the Probate Court of Jefferson County, Alabama, on the 25 day of 1998, prayer granted and ordered recorded.

Judge of Probate

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IN THE MATTER OF:		IN THE PROBATE COURT OF
		JEFFERSON COUNTY, ALABAMA
THE ESTATE OF:	·)	
		CASE NUMBER 171626
CHARLES H. WYATT, JR.,		
DECEASED	•	

ORDER GRANTING LETTERS TESTAMENTARY WITHOUT BOND

Now on this day comes Lane B. Wyatt and files in this Court her petition in writing, under oath, praying that Letters Testamentary upon the Will of Charles H. Wyatt, Jr., deceased, be issued to her.

It is therefore **ORDERED** and **DECREED** by the Court that Letters Testamentary upon said will be granted to Lane B. Wyatt, and that said letters issue without bond or security being required, in accordance with the terms of said will. It is further **ORDERED** that the petition in this behalf be recorded.

DONE this date, July 25, 2000.

Destac P. Reynolds
Judge of Problete

IN THE MATTER OF:		IN THE PROBATE COURT OF
	•	JEFFERSON COUNTY, ALABAMA
THE ESTATE OF:	}	
celled e e esta min to	}	CASE NUMBER 171626
CHARLES H. WYATT, JR., DECEASED		

ORDER ON FILING AND PROBATING LAST WILL AND TESTAMENT

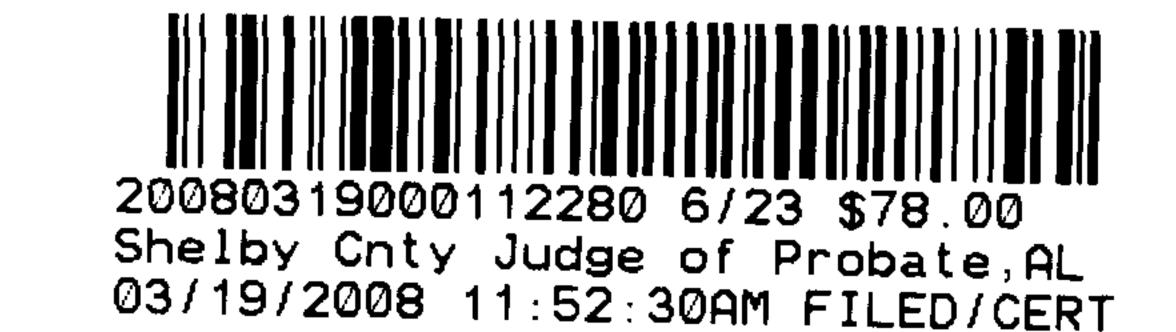
This day came Lane B. Wyatt and files her petition in writing, under oath, therewith producing and filing in this court an instrument of writing purporting to be the Last Will and Testament of Charles H. Wyatt, Jr., deceased, said will bearing date, June 10, 2000, and attested by Susan E. Frizzell and Joseph Lehman; and praying that the same be probated as provided by law; that said Lane B. Wyatt, resides in Birmingham, Al., is over nineteen years of age and of sound mind; is the widow of said deceased, and is named in said Will as executrix thereof.

Now, on motion of said petitioner the Court proceeds to hear said petition; and, after due proof and hearing had according to the laws of this state, the Court is satisfied and is of the opinion that said instrument is the genuine Last Will and Testament of said deceased, and that such instrument should be probated as the Last Will and Testament of said deceased. It is, therefore,

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

DONE this date, July 25, 2000.

George G. Peynolds
Dudge of Probate



RECORDER'S MEMORANDUM At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

WILL OF CHARLES H. WYATT, JR.

171626

I, Charles H. Wyatt, Jr., of Jefferson County, Alabama, declare this to be my will, and I revoke all previous wills and codicils that I have made.

ARTICLE I

Specific Gifts

- A. I give my tangible personal property (together with any assignable insurance policies thereon), including any household furniture and furnishings, automobiles, books, pictures, jewelry, art objects, hobby equipment and collections, club memberships and stadium certificates, wearing apparel, and other articles of household or personal use or ornament, together with any insurance on any specific item, but excluding coins held for investment and paper currency, to my wife, Lane B. Wyatt ("my spouse"), if my spouse survives me, or, if not, to my residuary beneficiaries, to be divided as they shall agree or, if they shall fail to agree upon a division within six months after the date of my death, in shares of substantially equal value as my personal representative shall determine.
- B. All costs of safeguarding, insuring, packing, and storing my tangible personal property before its distribution and of delivering each item to the residence of the beneficiary of that item shall be treated as administration expenses.
- C. If a beneficiary has not reached legal age under the law of the jurisdiction in which the beneficiary is domiciled at the time set for distribution under paragraph A of this Article or is otherwise then disabled, then the individual having personal custody of the beneficiary (whether or not court-appointed) shall represent the beneficiary in any division of the property.
- D. I may leave a memorandum (which is not to be a part of this will) listing some of the items described in paragraph A of this Article that I wish certain persons to have and request (but do not require) that my wishes as set forth in the memorandum be observed.

and so

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ARTICLE II

Gift of Residue

I give my residuary estate, which shall not include any property over which I have power of appointment, to my spouse, Lane B. Wyatt, if my spouse survives me, or, if not, per stirpes, to the beneficiaries named in Article III.

If any portion of my residuary estate otherwise distributable to a beneficiary who has not reached legal age in the place where they live, I give that portion instead to the custodian to be held for them under the Uniform Gift to Minor's Act

Any portion disclaimed by my wife shall be held in my residuary trust according to Article III of this will.

ARTICLE III

Residuary Trust

Each trust, if any, under Article II of this will shall be administered as follows:

- Commencing as of my death and until the death of my spouse, the net A. income and as much of the principal as the trustee determines from time to time to be required for the health, support, and education of my spouse.
- Upon my wife's death or upon my death, whichever occurs first, the trustee B. shall distribute per stirpes the remaining principal of the trust as follows:

Tinsley M. Bradley, Jr. - Two Hundred Thousand Dollars (\$200,000);

Lynn O. Grady - Two Hundred Thousand Dollars (\$200,000);

Tinsley M. Bradley and Mildred W. Bradley - Two Hundred Thousand Dollars (\$200,000)

Scott O' Grady - Fifty Thousand Dollars (\$50,000);

Kelly O'Grady - Fifty Thousand Dollars (\$50,000);

Melissa Bradley - Fifty Thousand Dollars (\$50,000);

Jason Bradley - Fifty Thousand Dollars (\$50,000).

ARTICLE IV

Trustee Provisions

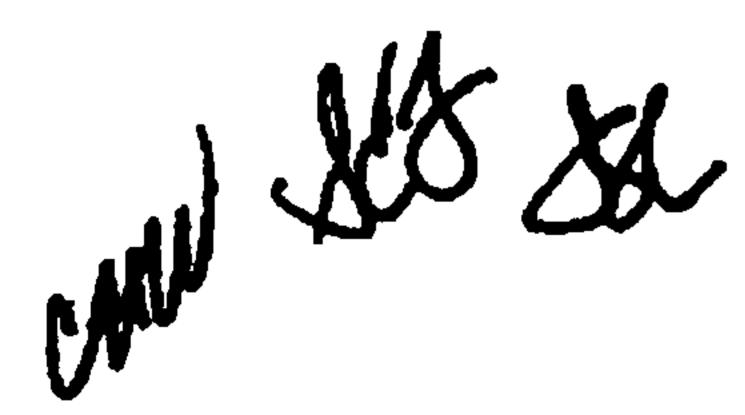
I appoint my spouse, Lane B. Wyatt, as trustee of each trust created under this will or if she fails or ceases to serve I name my wife's mother and father, Tinsley M. Bradley and Mildred W. Bradley, or the survivor, as trustee.

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- If the office of trustee is not filled as provided in the preceding paragraph, B. or if a vacancy occurs in the office of trustee, the Trustee Appointer may in writing appoint any Qualified Appointee as successor trustee. The Trustee Appointer may revoke any such appointment before it is accepted by the appointee. The Trustee Appointer shall act only in a fiduciary capacity in the best interests of all trust beneficiaries. For purposes of this paragraph. A Qualified Appointee means any person (other than a descendant of mine), or any bank or trust company, within or outside the State of Alabama.
- The trustee shall render a current annual account to each income and principal beneficiary, whether vested or contingent, who so requests in writing each year. The Trustee Appointer may, without liability, approve the accounts of the trustee at any time by written instrument, with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties; except that if any person would thereby approve his or her own accounts, then the trustee's accounts can be approved only by those individuals who would be Trustee Appointer if that person were then deceased.
- Any trustee may resign at any time by giving prior written notice to the D. Trustee Appointer, and if a successor trustee is not appointed within a reasonable time after the trustee's resignation, the resigning trustee may deposit the trust property with the court having jurisdiction over the administration of the trust. All trusts created under this instrument need not have or continue to have the same trustee. The provisions of this instrument that relate to the trustee shall be separately applicable to each trust held hereunder.
- Unless specifically provided otherwise, at any time when more than one E. person is designated to act in the same fiduciary capacity, the action or decision of a majority in number shall control; and a person who does not vote or does not concur in any vote shall not be liable for any act or failure to act of the others.



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- F. If any individual entitled to act under the preceding provisions of this Article is then disabled and such disability does not otherwise disqualify that individual from acting, the lawful guardian of that individual may sign the instrument of appointment or approval on his or her behalf.
- G. If any corporate trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become trustee in place of its predecessor.
- H. Any person designated to act in a fiduciary capacity may release or renounce any or all powers granted hereunder at any time by written instrument filed with the trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity. Except as otherwise provided in the preceding sentence, the incumbent trustee shall have all of the title, powers, and discretion granted to the original trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee.
- If the trustee is unable to act in any jurisdiction with respect to any property, asset, interest or claim owned by me or any trust created hereunder because of the laws of the state in which such property, asset, interest or claim is located, then the trustee is authorized to appoint, employ, remove and compensate any person or corporate fiduciary capable of so acting with regard to such property, asset, interest or claim, in such manner and upon such terms and conditions (including the power to establish a trust and employ as trustee any person or corporate fiduciary, including any affiliated company, capable of acting with regard to such property, asset, interest or claim) as the trustee deems acceptable and to treat as an expense of the trust any compensation, charges and expenses so paid. Any such fiduciary shall be permitted to act without giving bond. If any such fiduciary is appointed, I give to such person or corporation, in addition to the powers conferred by law of its situs, all of the rights, powers and discretion that are set forth or referred to in a later Article of this instrument (including the power to sell real or personal property at public or private sales for any purpose and to hold title to property in the name of a nominee), to be exercised without court order; provided, however, that in the exercise of any power granted, such fiduciary shall first consult with and obtain the written consent of the trustee acting generally at the time before taking any action whatsoever.



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ARTICLE V

Financial Powers

- A. In addition to all powers granted by law, the trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee:
 - 1. To collect the income on trust property.
- 2. To compromise, abandon, adjust and settle in the trustee's discretion any claim in favor of or against the trust.
- 3. To hold and retain without liability for loss or depreciation any property or securities transferred to the trustee or to which the trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), interests as members in limited liability companies, stock or interest in any family corporation, partnership or enterprise, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the trustee shall consider the retention for the best interests of the trust.
- 4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in such manner and upon such terms and conditions as the trustee may approve.
- 5. To invest and reinvest the trust or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, currencies, partnerships (whether general, limited, or special), interests as members in limited liability companies, or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the trustee may deem suitable, whether so-called "legal" investments of trust funds or not, provided, however, that the corporate trustee, acting alone, is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.
- 6. To vote any stock or other security held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers,

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20080319000112280 11/23 \$78.00 Shelby Cnty Judge of Probate, AL 03/19/2008 11:52:30AM FILED/CERT consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

- 7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation, limited liability company or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.
- 8. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property. The trustee shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee abandoning any property, unless the trustee acted with gross negligence.
- 9. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items or production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other products thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the trustee deems otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the trustee may approve, and in general to take any action which the trustee deems necessary or desirable in such operation of farms and woodlands.
- 10. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas, and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such instruments or agreements in connection therewith as the trustee deems necessary or desirable.
- 11. To borrow money from any lender, including the trustee, for such time and upon such terms as the trustee sees fit, with or without security on or mortgage of

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20080319000112280 12/23 \$78.00 Shelby Cnty Judge of Probate, AL 03/19/2008 11:52:30AM FILED/CERT any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

- 12. To advance money to or for the benefit of any trust for any purpose of the trust, and the trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.
- 13. To lend money to the personal representative of my estate or my spouse's estate, and to purchase property from the personal representative of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.
- 14. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the trustee (in which case the trustee shall keep a separate account of the same on the books of the trustee), and the trustee shall not be required to pay interest thereon.
- 15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.
- 16. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustee, in the name of a nominee, or in unregistered form.
- 17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the trustee deems necessary or desirable.
- 18. To determine whether any money or property coming into the hands of the trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the trustee may deem just and equitable; provided, however, that any proceeds received by the trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the trustee shall be treated by the trustee as income when received.
- 19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

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- 20. To exercise any power hereunder, either acting alone or jointly with others.
- 21. To pay the funeral and burial expenses of any beneficiary from the principal for the trust from which income has been payable to such beneficiary.
- 22. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.
- 23. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.
- 24. To make purchases and sales, outright or financed, by way of short sales, puts, calls, straddles, and sales against the box, on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts for future delivery, or other investment media, however speculative, and for the purpose of enabling the trustee to exercise the powers granted under this subparagraph, to maintain and operate margin accounts, discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the trustee in conjunction with any transactions permitted under this subparagraph.
- 25. To retain or invest in (alone or jointly with others) life insurance, annuity or endowment policies, or policies incorporating combined life, annuity or endowment features ("insurance policies"), in such form, on such life or lives and on such terms as the trustee considers advisable.
- 26. 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.
- 27. To receive any property, real or personal, to be added to the trust from my spouse in any event (and if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise; provided, however, that the trustee may require, as a prerequisite to accepting property, that the donating party provide evidence

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satisfactory to the trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

- To make such elections and allocations under the tax laws permitted to be made by the trustee as the trustee considers advisable (whether or not the election relates to trust property), without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.
- The powers granted in this Article may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.
- To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.
- The trustee's exercise or nonexercise of powers and discretions in good faith D. shall be conclusive on all persons. No person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with the trustee.
- The compensation of a corporate trustee, if any, shall be in accordance with its published schedule of fees as in effect at the time the services are rendered. Such compensation may be charged to principal or to income or partly to each in the discretion of the corporate trustee.
- The trustee shall not be personally liable to any beneficiary or other party interested in the trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from matters involving hazardous substances, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of any environmental laws related to the trust; provided that the trustee shall not be excused from liability for its own gross negligence in administration of the trust property or wrongful or willful acts.
- 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



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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, or any other environmental law.

ARTICLE VI

Administrative Powers and Rules

The provisions of this Article shall apply to each trust held under this instrument:

- A. If a beneficiary eligible to receive income or principal distributions is disabled at the time of distribution, then the trustee may, without further responsibility, either make those distributions to the beneficiary directly, to a lawful guardian of the beneficiary, or to a qualified individual or trust company designated by the trustee as custodian for that beneficiary under an applicable Uniform Transfers to Minors Act or similar law, or expend that distributable property for the benefit of the beneficiary in such manner as the trustee considers advisable. Determinations made by the trustee under this paragraph in good faith shall be conclusive on all persons.
- B. All net income accrued or undistributed at the termination of any interest shall be treated as if it had accrued or been received immediately after that termination.
- C. In determining whether to make discretionary distributions of net income or principal to a beneficiary, the trustee shall consider such circumstances and factors as the trustee believes are relevant, including the other income and assets known to the trustee to be available to that beneficiary and the advisability of supplementing such income or assets, and the tax consequences of any such distribution. As used throughout this instrument:
 - 1. The term "support" means support in reasonable comfort;
- 2. The term "education" includes, but is not limited to, the expenses of private schooling at the elementary and secondary school level, college, graduate and professional schools, and specialized or vocational training; and
- 3. The term "health" shall be construed liberally by the trustee to include all forms of mental or physical health care, including, but not limited to, nursing or other extended care.
- D. Notwithstanding any other provision of this instrument, I hereby limit the general discretionary powers of the trustee so that no trustee shall participate in any decision regarding a discretionary distribution to that trustee personally, except to the extent governed by and made pursuant to a standard under this instrument which constitutes an ascertainable

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standard within the meaning of Sections 2041 and 2514 of the Code, and no trustee may use trust income or principal to discharge the legal obligation of that trustee individually to support or educate a beneficiary hereunder.

- E. To the fullest extent permitted by law, no interest of any beneficiary shall be subject to anticipation, to claims for alimony, maintenance, or support, to voluntary transfer without the written consent of the trustee, or to involuntary transfer in any event.
- F. If at any time the trustee shall determine that the trust is no longer economical to administer consistent with my intent (in light of the value of the trust property, the number and location of beneficiaries, changes in the law, or other factors that justify its termination, taking into account the relative benefits and burdens of continuing the trust), the trustee, without further responsibility, may (but need not) distribute the remaining trust principal to the beneficiary for whom the trust is named.
- G. Upon making any payment or transfer, the trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of a trust, that trust shall terminate and the trustee shall be fully discharged as to that trust.

ARTICLE VII

Payment of Taxes and Expenses

My personal representative shall pay from my residuary estate all estate and inheritance taxes (including any interest and penalties) together with the expenses of my last illness and all administration expenses, including an appropriate marker for my grave, payable in any jurisdiction by reason of my death, whether or not the assets generating those taxes and expenses pass under this will. The preceding items shall be charged generally against the principal of my residuary estate, without apportionment. I waive any right of reimbursement for, recovery of, or contribution toward the payment of those taxes, except that, to the maximum extent permitted by law, my personal representative shall seek reimbursement for, recovery of, or contribution toward the payment of estate taxes attributable to property in which I have a qualifying income interest for life, over which I have a power of appointment, or which is included in my gross estate under Section 2036 of the Code, and which taxes are not otherwise paid or payable.

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ARTICLE VIII

Personal Representative Nomination and Powers

- A. I name my spouse, Lane B. Wyatt, as personal representative of this will or if she fails or ceases to serve, I name my mother-in-law, Mildred W. Bradley, as personal representative of this will.
- B. If the appointment of a personal representative is necessary or desirable in any jurisdiction in which no personal representative herein named is able and willing to act, I name as my personal representative in that jurisdiction such person or corporation as may be designated in an instrument signed by domiciliary personal representative.
 - C. I give my personal representative, wherever acting:
- 1. All the same powers and discretion with respect to my estate during administration that are given to the trustee under the preceding provisions of this instrument (including the power to sell real or personal property at public or private sale for any purpose and to hold title to property in the name of a nominee);
- 2. Power to disclaim, in whole or in part, any property or interest therein which passed to me or which was created for my benefit, for any reason, including, but not limited to, a concern that such property could cause potential liability under any federal, state or local environmental law; and
- 3. Power to distribute to the beneficiary of a trust under this will any property or portion thereof given to the trustee of that trust if, pursuant to the terms of that trust, the property would immediately be subject to final distribution directly to the beneficiary with no discretion in the trustee to withhold it (because of age or disability), and the receipt of the beneficiary shall discharge my personal representative.
- D. The powers granted to my personal representative hereunder shall be in addition to all other powers granted by law and shall be exercisable in the discretion of my personal representative and without court order. To the extent such requirements can be legally waived, no personal representative shall be required to file an inventory or appraisal, or account to any court, or obtain the order or approval of any court before exercising any power or discretion granted in this will. I contemplate that my personal representative may take possession of assets of my estate if, in my personal representative's sole discretion, such action is necessary for purposes of estate administration. I hereby exonerate my personal representative of any liability under Ala. Code Section 43-2-840 in taking possession of any assets of my estate. No personal representative shall be required to furnish bond or security.
- E. My personal representative shall make such elections and allocations under the tax laws as my personal representative considers advisable (whether or not the election or allocation relates to property passing under this will), without regard to, or adjustments

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171626 20080319000112280 18/23 \$78.00 Shelby Cnty Judge of Probate, AL 03/19/2008 11:52:30AM FILED/CERT between, principal and income or the relative interests of the beneficiaries. Any decision to exercise tax elections or make allocations hereunder shall be made by my domiciliary personal representative, if any, in preference to any ancillary personal representative, and shall be binding and conclusive on all persons.

- F. If any portion of my estate is distributable to a beneficiary who is then under the age of twenty-one years, my personal representative may distribute that beneficiary's share, without further responsibility, either directly to that beneficiary, to a qualified individual or trust company designated by my personal representative as custodian for that beneficiary under an applicable Uniform Transfers to Minors Act or similar law, or to the individual having personal custody of that beneficiary (whether or not court-appointed), and the receipt of the distributee shall discharge my personal representative.
- G. No personal representative shall be personally liable to any beneficiary or other party interested in my estate or to any third parties, for any claim against my estate for the diminution in value of estate property resulting from matters involving hazardous substances, including any reporting of or response to (i) the contamination of estate property by hazardous substances, or (ii) violations of any environmental laws related to my estate; provided that my personal representative shall not be excused from liability for its own gross negligence in administration of the estate property or wrongful or willful acts.
- H. To the maximum extent permitted by law, the personal representative may withhold a distribution to a beneficiary hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the personal representative against any claims filed against the personal representative 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, or any other environmental law; provided that the personal representative may not take any action under this paragraph which would in any way jeopardize any federal or state marital deduction for property passing at my death.

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ARTICLE IX

Interpretive Rules

For all purposes of this will:

- A. Whenever reference is made to the descendants, "per stirpes," of a person, representation shall be calculated from the generation of that person's children, whether or not a child of that person in fact is living at the time of calculation.
- B. A person shall be considered "disabled" if a minor, if under legal disability, or if in any condition (whether temporary or permanent) which substantially impairs that person's ability to transact ordinary business.
- C. The term "trustee" and any pronoun referring to that term designate the trustee or trustees at any time acting hereunder, regardless of number.
- D. The term "lawful guardian" means successively in the order named, the court-appointed conservator, either parent, or the individual having personal custody (whether or not court-appointed) where no conservator has been appointed.
- E. The term "Code" means the Internal Revenue Code of 1986, as from time to time amended.
- F. The term "hazardous substance(s)" means any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)").
- G. All provisions of this instrument relating to the trusts created hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- H. The term "personal representative" means any court-appointed fiduciary or fiduciaries of my estate from time to time qualified and acting in any jurisdiction, and shall include "executor" as provided in Ala. Code Section 43-8-1.

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I signed this will on June 10, 2000.

On the date last above written, we saw Charles H. Wyatt, Jr., in our presence, sign the foregoing instrument at its end. He then declared it to be his will and requested us to act as witnesses to it. We then, in his presence and in the presence of each other, signed our names as attesting witnesses, believing him at all times herein mentioned to be of sound mind and memory and not acting under constraint of any kind.

Residing at 1300 BLACON PEWY E #710 B'HAM, AL 35209

1300 BENON SKMA 8 '44 S10

Bangon, AL 35209

I, Charles H. Wyatt, Jr., the testator, sign my name to this instrument this day of June, 2000, 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 (or willingly direct another to sign for me), 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.

Charles H. Wyatt, Jr., Testator

20080319000112280 21/23 \$78.00 Shelby Cnty Judge of Probate, AL 03/19/2008 11:52:30AM FILED/CERT We, SUSQUE FRIZZE LEWAL, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Muoun Cityrell
Witness
Witness

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me by Charles H. Wyatt, Jr., the testator, and subscribed and sworn to before me by Leasth Leasth and acknowledged before me by Leasth Leasth and and Selection, witnesses, this Leasth Alle, 2000.

Elected Balelman Notes Public

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My Commission Expires: 10 - 62

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State of Alabama

Jesserson 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 this the 30 Day of Tuly 2002.

JUDGE OF PRODATE

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