

LAST WILL AND TESTAMENT

OF

JOYCE L. VINSANT

I, JOYCE L. VINSANT, a citizen of the United States of America, a resident of the County of Jefferson, State of Alabama, being of sound and disposing mind and memory, do make, publish and declare this instrument as and for my Last Will and Testament, hereby revoking any and all other wills and codicils heretofore made by me.

ITEM I

INTRODUCTION

(a) As of the date of this Will, I have three children, whose names are Jonna Vinsant Stiles, John Mark Vinsant and Lindsay Jo Vinsant. For the purposes of this Will, references to my "children" shall mean the children named herein. As used in my Will, the terms "descendants" and "lineal descendants" are intended to include my children and any persons born to or adopted by my children or by any descendant of mine. Notwithstanding anything to the contrary herein, any person who is adopted on or after age twenty-one (21) years, and the lineal descendants of such adopted persons, are intended to be excluded from any reference herein to my descendants and lineal descendants.

(b) I have specifically and intentionally provided that following my death the majority of my assets are to be held in trust for the benefit of my daughter, Lindsay Jo Vinsant, who has special needs, during her lifetime. This disproportionate division of my estate is not from any lack of love or affection for my other children, Jonna Vinsant Stiles and John Mark Vinsant, or any grandchild or other lineal descendant of mine, but because I want my limited resources to be available for Lindsay's care, as directed herein.


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ITEM II

PAYMENT OF DEBTS/PROBATE OF WILL

I direct that all of my debts, including the expenses of my last illness and funeral, shall be first paid out of my estate by my Personal Representative, hereinafter named, as soon as possible after my death. I further direct that my Personal Representative may probate my Last Will and Testament either in the county of my residence at the time of my death or in any county in the State of Alabama in which I may own property at the time of my death.

ITEM III

DISPOSITION OF PERSONAL EFFECTS

(a) I may prepare a memorandum in conjunction with this Will which indicates my desires with regard to the disposition of special personal property of mine. If I prepare such memorandum, it will be an expression of my desires with regard to the disposition of such personal property. Although I realize that such memorandum shall not be binding upon the Personal Representative, I hope and expect that the Personal Representative and my beneficiaries will honor this expression of my desires.

(b) I give and devise all of my wearing apparel, jewelry, books, pictures, household furniture and furnishings, both useful and ornamental, any automobile that I may own, and all other objects of my personal use, in equal shares, to my children, Jonna Vinsant Stiles, John Mark Vinsant and Lindsay Jo Vinsant, absolutely, if they are living at the time of my death. Notwithstanding any provision of this Will to the contrary, my Personal Representative shall distribute all property passing to my daughter, Lindsay Jo Vinsant, under this Item, or the proceeds from any sale thereof, to the Trustee then serving of the Lindsay Jo Vinsant Special Needs Trust, established pursuant to Item VI of this, my Last Will and Testament. Any part of Lindsay Jo Vinsant's share distributed to said Special Needs Trust shall be administered in accordance with the terms and conditions of such trust receiving the assets. There is excluded from this devise all cash on hand or on deposit, stocks, bonds, notes, evidences of debts, other

choses in action, intangibles and all other property held for investment. If any of my children should predecease me, then I give and devise said child's share of said property to his or her lineal descendants who survive me, per stirpes, if any, and if none, to such of my other children, and the lineal descendants who survive me, of any other deceased child of mine, per stirpes. In the event that my said children and my said children should all predecease me, leaving no lineal descendant of mine surviving me, then this devise shall lapse, and the aforesaid property shall become a part of the residue of my estate. I hereby vest in my said Personal Representative, hereinafter named, full power and authority to determine what objects of property are included in the foregoing description contained in this Item of my Will, and, in the event my children shall not be living, to make such division of said objects of property among my descendants as, in the opinion of my Personal Representative, may be desirable, having due regard for the personal preferences of my descendants.

(c) In the event any of my said beneficiaries shall be under the age of twenty-one (21) years on the occasion of my death, my said children having predeceased me, I direct that my Personal Representative shall transfer, assign and deliver over to my Trustee, hereinafter named, such beneficiary's share of the objects of property described herein. I authorize my Trustee, in its sole discretion, either to pay over his or her share of said objects of property to said beneficiary, or to hold his or her share of said objects of property in trust for him or her until he or she shall attain the age of twenty-one (21) years, at which time his or her share of said objects of property shall be paid over to him or her, free from any trust. In the event my Trustee, in its absolute discretion, feels it to be impractical to hold any of said objects of property in trust for a beneficiary who is under the age of twenty-one (21) years, I authorize my Trustee to sell such objects of property as it may deem desirable, transferring and paying over any proceeds which may be realized as a result of such sale to the trust herein created for the benefit of such beneficiary.

(d) Any reasonable distribution expenses incurred with respect to my tangible personal property, including, but not limited to, packing, shipping, storage and insurance expenses, shall be paid by my Personal Representative as an administration expense of my estate.

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ITEM IV

CONTINGENT MONETARY DEVISE

(a) If my daughter, Lindsay Jo Vinsant, survives me, and if the sum of my "net residuary probate estate" (after payment of my debts, any taxes, the expenses of my last illness and burial, the expenses of my estate, including without limitation attorneys' fees, probate and other estate administration expenses, and a Personal Representative's fee, and any devises under Item III), plus any non-probate assets which are directed to the trust provided for in Item VI hereinbelow is equal to or greater than Five Hundred Thousand Dollars (\$500,000.00), then from that portion, if any, of my net residuary probate estate which exceeds the difference between the value of my said non-probate assets and Five Hundred Thousand Dollars (\$500,000.00) (my "excess probate estate"), I give and devise the following amounts to the individuals named below:

(1) I give and devise to my daughter, Jonna Vinsant Stiles, the sum of Fifty Thousand Dollars (\$50,000.00). I direct that this devise shall bear no interest from the date of my death or any date to the date of payment. If my said daughter shall not survive me, said devise shall lapse, and said property shall become a part of my residuary estate.

(2) I give and devise to my son, John Mark Vinsant, the sum of Fifty Thousand Dollars (\$50,000.00). I direct that this devise shall bear no interest from the date of my death or any date to the date of payment. If my said son shall not survive me, said devise shall lapse, and said property shall become a part of my residuary estate.

(3) I give and devise to each grandchild of mine who survives me the sum of Twenty-Five Thousand Dollars (\$25,000.00). It is my hope that each said devise to a grandchild will be used for his or her education. I direct that each such devise shall bear no interest from the date of my death or any date to the date of payment. I further direct that if any grandchild of mine shall not have reached the age of twenty-one (21) years at the time of payment of such devise to him or her, that such monies shall be delivered to such individual as designated by my Personal Representative from those persons, including a parent of such grandchild or the Personal Representative, who are eligible to serve as

custodian for such grandchild under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such grandchild's residence for the use and benefit of the beneficiary. The receipt of such property by such custodian shall constitute complete and final acquittance of my Personal Representative hereunder with respect to any sums so paid.

(b) In the event the value of my excess probate estate, as defined above, is not sufficient to fully fund the contingent devises of this Item, then such devises shall abate pro rata. Further, it is my intent that the trust provided for in Item VI be funded with at least Five Hundred Thousand Dollars (\$500,000.00), whether from probate assets or non-probate assets before the devises in this Item are funded. In that regard, I realize that the devises in this Item IV will abate prior to the devise in my residuary estate

(c) In the event of the value of my excess probate estate shall be greater than the amounts necessary to fully fund the contingent devises of this Item, then any remaining excess probate estate shall become a part of my residuary estate.

ITEM V

DISPOSITION OF RESIDUE

I give and devise all of the rest, residue and remainder of my estate, real, personal or mixed, of which I may die seized and possessed, or to which I may be entitled at the time of my death, or over which I may have testamentary control, wheresoever and whatsoever it may be, including all lapsed legacies and devises, unto my Trustee, as hereinafter named, in trust, nevertheless, for the uses and purposes, upon the conditions, and with the powers and duties hereinafter stated to be held and administered in accordance with the provisions of Item VI of this, my Last Will and Testament, entitled "Lindsay Jo Vinsant Special Needs Trust."


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ITEM VI

LINDSAY JO VINSANT SPECIAL NEEDS TRUST

(a) My daughter, Lindsay Jo Vinsant ("Lindsay"), has a disability that is expected to continue indefinitely. The Trustee shall hold the share of my estate apportioned for Lindsay in trust for her use and benefit, for and during her lifetime, under the strict provisions set forth in this Item VI, which may from time to time be hereinafter referred to as "Lindsay's Special Needs Trust." I desire that Lindsay's Special Needs Trust be used to provide for Lindsay's special needs which are not, in the Trustee's sole and absolute discretion, being provided for sufficiently by any public agency, office or department of the State of Alabama, or of any other state, or of the United States of America, or by any private agency or insurance carrier with policies covering Lindsay. For purposes of determining Lindsay's eligibility for any such public benefits, no part of the principal or income of Lindsay's Special Needs Trust shall be considered available to her.

(b) During Lindsay's lifetime, the Trustee, in its sole and unfettered discretion, shall use for her benefit so much of the income of Lindsay's Special Needs Trust and such sum or sums from the principal thereof as the Trustee from time to time shall deem appropriate or desirable for her "special needs," as defined below. Any income not so paid or applied shall be accumulated and added to the principal of Lindsay's Special Needs Trust at the end of the fiscal year of the trust. Neither Lindsay, nor anyone else claiming through her or on her behalf, shall have any right to demand either income or principal at any time or for any purpose. When determining whether to make discretionary distributions of income and/or principal, the Trustee shall take into consideration the applicable resource and income limitations of any public assistance programs for which Lindsay is eligible. For the honest exercise of its discretion in the distribution of such payments of income and principal, the Trustee shall be liable to no one.

(c) I want it specifically understood that I am creating Lindsay's Special Needs Trust in order to provide her with supplemental benefits, over and above any benefits that might be provided to her or for her benefit by any governmental assistance. Accordingly, I direct that any payments or

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distributions made to or for Lindsay's benefit shall not be in lieu of such assistance, but shall be supplemental to any benefits for which she may qualify under any federal, state or local program and which may be provided in the form of governmental assistance for her. I direct that any benefits so collected, or any other assets owned by Lindsay, shall not be commingled with the assets of Lindsay's Special Needs Trust.

(d) "Special needs" as used herein refers to the requirements for maintaining Lindsay's health, comfort and happiness which are not being provided by any local, state or federal public agency, office or department or by any private agency. Subject to any applicable federal or state agency regulations, "special needs" may include but is not limited to the following: eyeglasses, supplemental medical and dental expenses, annual independent check-ups, transportation (including vehicle purchase, insurance and maintenance), electronic equipment (as recommended by appropriate professionals may be beneficial to Lindsay such as radios, compact disc players, television sets, computer equipment, video recorders and related entertainment equipment), admission to athletic events, movies, concerts and similar entertainment, vacations and other outings (as recommended by appropriate professionals may be beneficial to Lindsay), payments for a companion, a pet and reasonable associated expenses, insurance, programs that provide training, education, treatment and rehabilitation, telephone services, cable television, and the like, to enhance Lindsay's self-esteem or situation, and for the other purposes set forth herein.

(e) Furthermore, during the continuance of the trust for Lindsay's benefit, I direct that, if the Trustee does not reside with Lindsay, then the Trustee shall make a periodic evaluation (no less often than annually) of Lindsay's medical treatment, educational and training programs, living conditions, recreational activities and any other services she is receiving, in order to ascertain whether any changes should be made in her program or situation. The Trustee may retain a care manager for this purpose and may rely upon the report of the care manager.

(f) It is my concern that Lindsay shall have available to her all possible educational and enrichment experiences, in order that the quality of her life may be enhanced and that she may have

every opportunity to exercise and develop her mental and physical capacities. During my lifetime, I have endeavored to place emphasis on such educational and enrichment opportunities for my said daughter, and it is my recommendation that the Trustee shall continue to involve Lindsay in educational programs of a quality and type favorably comparable to those programs in which she has been enrolled during my lifetime. Furthermore, the Trustee, in its sole and absolute discretion, may make available to my said daughter various assets for her enrichment and use, while the trust shall retain the ownership of such assets. As set forth above, such assets may include, but shall by no means be limited to, such items as a television, computer or other assets the availability of which may be beneficial to Lindsay. In addition, the Trustee, in its sole and absolute discretion, may make available to Lindsay various supplemental educational opportunities, such as vacations and trips, which may benefit her. In such event, the Trustee is hereby authorized to pay the expenses of a companion for my said daughter, if my Trustee deems such expense to be reasonable and appropriate.

(g) In the event that (i) the assets of Lindsay's Special Needs Trust shall at any time be considered a "resource," as that term is defined in the context of the eligibility of my daughter for governmental benefits; or (ii) the assets of this trust shall at any time be determined by any Court to be subject to the claims of the State of Alabama, or of any other State, for benefits provided to the beneficiary, at such time, then the Trustee is authorized (but not required) in the Trustee's discretion to oppose or deny such actions and to take whatever administrative or judicial steps may be necessary to continue Lindsay's eligibility for such benefits, including obtaining instructions from a court of competent jurisdiction ruling that the Lindsay's Trust is not available to Lindsay for eligibility purposes, and any expenses of the Trustee in this regard, including reasonable attorneys' fees, and advisory fees from experts on persons with disabilities and special needs, shall be a proper charge to the trust estate.

(h) In the event of the occurrence of any event which is beyond the control of the Trustee and which temporarily or permanently disqualifies Lindsay from, or renders her ineligible for, governmental benefits of the type contemplated by these trust provisions, or in the event of an emergency or any other condition which the Trustee reasonably believes threatens the life, safety or security of

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Lindsay, or in the event of any material change or circumstance (for example, upon Lindsay's securing full-time, competitive employment and/or a significant change in Lindsay's status or health or in the laws or regulations affecting her), the Trustee may, in the exercise of its sole discretion, administer this Trust so as to alleviate the condition and address the change of circumstances. While my intent is to maximize total benefits available to Lindsay from any public or private assistance programs for which she may be eligible, notwithstanding any provisions herein to the contrary, the Trustee may from time to time, in its sole discretion, make distributions the Trustee deems to be in Lindsay's best interest in ways that may reduce or eliminate public benefits if it so deems advisable, after taking into account the effect of such distribution on continuing public benefits and Lindsay's situation. In exercising the discretion granted under the provisions of this Trust, the Trustee shall always be guided by what is in Lindsay's best interest.

(i) While the provisions of this Trust Agreement are irrevocable; nevertheless, the Trustee shall have the power, acting alone, to amend the terms of Lindsay's Special Needs Trust in any manner necessary in order for such trust to comply with Federal or state laws related to eligibility for Medicaid or other public benefits.

(j) Upon the later of Lindsay's death or my death (hereinafter the "apportionment date"), the Trustee shall distribute the assets remaining in Lindsay's Special Needs Trust, in equal shares, to my children, Jonna Vinsant Stiles and John Mark Vinsant. If either of my said children shall not be living at the apportionment date, then the Trustee shall transfer and pay over such deceased child's share to his or her then living lineal descendants, per stirpes, if any, and if none, then to the other of my said children, or if he or she is deceased, to his or her then living lineal descendants, per stirpes; provided, however, that if any lineal descendant of my said children is under the age of thirty (30) years at such time, then his or her share of Lindsay's Special Needs Trust shall be held pursuant to the provisions of subparagraph (k) of this Item VI hereinbelow. If neither Jonna Vinsant Stiles or John Mark Vinsant nor any lineal descendant of either of them is living on the apportionment date, then at the apportionment date, the Trustee shall transfer and pay over Lindsay's Special Needs Trust to such person or persons as would be entitled to inherit such property, and in the proportions in which they would be entitled to

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inherit the same, from me under the laws of Alabama then in force had I died at said time a resident of Alabama intestate and owned said property.

(k) If any beneficiary of Lindsay's Special Needs Trust following Lindsay's death shall not have attained the age of thirty (30) years at the apportionment date, then, though the share of such beneficiary to Lindsay's Special Needs Trust shall be deemed then to have vested in him or her, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of thirty (30) years, the Trustee shall hold the share of such beneficiary in trust for him or her until he or she attains the age of twenty-five (25) years, at which time one-half (1/2) of his or her share of said Lindsay's Special Needs Trust shall be transferred and paid over to him or her, free from this trust. The Trustee shall hold the remaining share of such beneficiary in trust for him or her until he or she shall attain the age of thirty (30) years, at which time the remainder of his or her share of Lindsay's Special Needs Trust shall be transferred and paid over to him or her, free from said Trust. Prior to the date that any such beneficiary shall attain the age of twenty-one (21) years, the Trustee shall use and apply, for his or her support, education and comfort, such part of the net income from his or her share of Lindsay's Special Needs Trust and of the principal thereof as the Trustee deems necessary or desirable for said purposes. Any income not so applied shall be accumulated and added to the principal of his or her share of Lindsay's Special Needs Trust at the end of each fiscal year of the Trust. From and after the time when such beneficiary attains the age of twenty-one (21) years, and during the continuance of the trust as to his or her share of Lindsay's Special Needs Trust, the Trustee shall transfer and pay over to him or her the entire net income from his or her said share and also such additional sum or sums out of principal thereof as the Trustee may from time to time deem necessary for her education and maintenance in health and reasonable comfort.


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ITEM VII

RETIREMENT PLAN PROVISION

(a) If property passing under any Retirement Plan, as hereinafter defined, is payable to any trust created hereunder, any obligations of my estate or any expenses of my last illness, funeral or estate administration that are paid from this trust or such trust shall be charged to the property other than the assets of such Retirement Plan.

(b) As used herein, the term "Retirement Plan" shall mean any individual retirement account, qualified pension, profit sharing, stock bonus, Keogh, or other qualified retirement plan benefits, Section 403(b) annuities, or similar benefits or rights under other arrangements that will become subject to income taxation after my death and which permit the distribution of benefits in installments.

(c) The Trustee serving hereunder shall have the power to make direct trustee-to-trustee or similar type transfers of the assets contained in any Retirement Plans. For example, the Trustee is authorized to arrange for the direct transfer of assets in an individual retirement account of which it is the beneficiary to another individual retirement account of which it will be the beneficiary.

(d) The provisions of this Item shall not apply to any Retirement Plan proceeds which the Trustee has chosen to take in their entirety as a lump sum distribution.

ITEM VIII

MISCELLANEOUS PROVISIONS

(a) Any trust created under my Will, at the election of my Personal Representative, may be treated as operating from the date of my death, whether the trust property shall then be actually paid over to the Trustee and set aside or not, and I hereby authorize and empower my Personal Representative hereinafter named to make any payments which the Trustee is herein authorized to make after the actual establishment of the trust herein created.

(b) It is my will and I direct that the invalidity of any gift or devise, or of any limitation over, or interest intended, as to any property or as to any beneficiary, shall not be considered



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materially to disturb the plan of distribution herein created or to affect the validity of any other gift or devise or limitation over, or interest in or trust herein given or created.

(c) Anything in this Will to the contrary notwithstanding, no trust created hereunder shall fail to vest in a trust beneficiary any later than the day preceding the date required by the rule against perpetuities applicable to this Will, if any; and upon the expiration of such period, each trust then in existence which has not yet vested in a trust beneficiary shall then vest, in equal shares, in the current income beneficiaries of such trust, and each income beneficiary's share of the assets thereof shall be distributed to such beneficiary at the termination of the trust or to the estate of such income beneficiary if he or she dies before the termination of the trust.

(d) Subject to the provisions of Item VI hereinabove regarding Lindsay's Special Needs Trust, and with the consent of the Trustee, any persons may at any time, and from time to time, add cash, securities or other property, whether real or personal, to the corpus of any trust estate herein created, by deed, gift or will, with the consent of the Trustee. Any addition to any trust estate herein created shall be held, administered and distributed as an integral part of the corpus thereof in accordance with all of the terms and provisions of this Will applicable to the said trust estate.

(e) I specifically authorize and empower my Personal Representative regardless of whether or not it affects the interest of any beneficiary under this Will, or the amount of property directed to such beneficiary now or hereafter, to exercise any election granted by the Internal Revenue Code in effect at the time of my death which permits my Personal Representative to take as deductions for federal income tax purposes any amounts which are also allowable for federal estate tax purposes, and my Personal Representative shall incur no liability whatsoever to any beneficiary under this Will as the result of any elections so made, and no adjustment between principal and income shall be required as a result of such election.

(f) Anything to the contrary notwithstanding, in the event that any property or interest in property or life insurance passing under this Will, by operation of law or otherwise by reason of my death, shall be encumbered by mortgage or lien, or shall be pledged to secure any obligation

(whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate, but that the devisee, legatee, joint owner taking by survivorship or beneficiary receiving such property or interest in property shall take it subject to all encumbrances existing at the time of my death.

(g) It is my desire to permit a settlement of my estate and any trust created herein by consent which shall be effective with respect to each beneficiary hereof (notwithstanding the Personal Representative and Trustee may be the same or that a beneficiary who is incompetent or incapacitated may be entitled to receive property hereunder), by taking advantage of the provisions allowing settlement by consent without notice pursuant to Section 43-2-506 of the Code of Alabama, as amended. Accordingly, I do hereby authorize the (i) parent, guardian, conservator, custodian or Agent acting under a valid Power of Attorney, of any unborn or incapacitated or incompetent beneficiary, (ii) Trustee of any trust created herein, or (iii) Personal Representative or beneficiaries/heirs of any deceased beneficiary, to act as a virtual representative for any beneficiary with full power to consent to or contest on behalf of such beneficiary any and all matters with respect to the administration and settlement of my estate and any trust herein created; and all actions taken by such virtual representative shall completely bind such beneficiary and his or her successors and assigns.

(h) Any provisions herein for the benefit of my beneficiaries are expressly in lieu of any right to homestead allowance, exempt property and the family allowance; and any acceptance of such statutory or constitutional benefits shall be charged against any benefits hereunder.

(i) It is my direction and intention that my Last Will and Testament be interpreted and administered by my Personal Representative and Trustee in accordance with the Internal Revenue Code. My Personal Representative and Trustee shall have the sole and absolute discretion to exercise any rights of election suitable under or in respect to any tax law, and shall not be liable to any beneficiary herein for any action taken or not taken, election made or not made, or resulting federal income tax consequences thereof or from the apportionment or distribution in kind or otherwise of any asset of my

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estate, where such Personal Representative or Trustee has exercised good faith and ordinary diligence in the performance of its duties.

(j) None of my beneficiaries shall have any right or power, either directly or indirectly, voluntarily or involuntarily, to anticipate, charge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of any income or principal which may be payable to him or her, until same shall have been actually paid to him or her by the Trustee. It is my intention that the trusts created hereunder shall be spendthrift trusts, as contemplated by Section 19-3B-502 of the Code of Alabama as amended, and neither the income, nor the principal or corpus of said trust estate, nor any part thereof, or interest therein, shall be liable for or to any extent subject to any debts, claims or obligations of any kind or nature whatsoever, or to any legal process in aid thereof, contracted or incurred by or for such beneficiary, before or after my death. It is my intention that the spendthrift provisions contained in this paragraph shall constitute a material purpose of all trusts created hereunder.

(k) Except where otherwise specifically provided herein, where I have directed that funds shall be used and applied by the Trustee for the benefit of, or paid to, any beneficiary under the age of twenty-one (21) years, or any otherwise incompetent or incapacitated beneficiary, the Trustee may in its discretion pay over such sums (i) to the persons having custody of such beneficiary, if any, or (ii) to such other person as it may select, including the beneficiary, or custodian for such beneficiary under the Uniform Transfers to Minors Act of any jurisdiction, to be used and applied solely for the benefit of the beneficiary, and the receipt of such persons shall be full discharge to the Trustee as to any sums so paid.

(l) I specifically authorize and empower my Personal Representative to execute and file an income tax return for the year in which my death occurs and for any years prior thereto. I also authorize and empower my Personal Representative to execute and file gift tax returns if any gift tax return is required of me for the year in which my death occurs or for any year prior thereto. I also specifically authorize and empower my Personal Representative to pay any portion or all of any resulting income taxes and gift taxes. I grant full discretion to my Personal Representative to acquiesce in, compromise or litigate any demand made against my estate for federal or state income or estate taxes.

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My Personal Representative shall incur no personal liability for any action taken by it in good faith in accordance with either of the foregoing authorizations.

(m) No individual Trustee shall have the right to vote on or in any manner participate in a decision to make a discretionary distribution or allotment of the income or corpus of any trust fund (i) to or for his or her benefit, unless such distribution is pursuant to an ascertainable standard as defined in the Treasury Regulations promulgated under I.R.C. Sections 2041 and 2514, or (ii) in lieu of or to discharge any personal legal obligation of support such Trustee may have to any individual.

(n) In the event that there shall be in existence a trust or trusts, whether created by will or by inter vivos agreement, the provisions of which are substantially similar to those of the trusts created under this, my Last Will and Testament, the Trustee may, in its discretion, merge and consolidate the trust or trusts created hereunder with such other trust or trusts. In determining whether the provisions of such other trust or trusts are substantially the same as those of the trust or trusts created hereunder, the discretion of the Trustee shall be conclusive and shall not be subject to judicial review.

(o) Any person acting or named to act in a fiduciary capacity hereunder or required to be competent in order to act hereunder shall be considered to have ceased or failed to act or to be incompetent to act when a physician whom such person has consulted within the prior three years has certified as to such consultation and also as to the present lack of the physical or mental capacity of such person to manage his or her financial affairs. Appointment of an individual to serve as a fiduciary hereunder shall be conditioned upon such individual executing a Health Insurance Portability and Accountability Act of 1996 (HIPAA) release authorization in such form as complies with HIPAA, authorizing release of pertinent health information to the fiduciary named as successor.

(p) If, at any time during the continuation of a trust created hereunder, the assets of such trust shall be less than Twenty-Five Thousand Dollars (\$25,000.00) and the Trustee, in its discretion, determines the assets of such trust are insufficient to warrant the expenses of administration of such trust, then, in such event, the Trustee may transfer and pay over the assets in said trust estate to or for the benefit of the income beneficiary of such trust estate; provided, however, that the Trustee shall consider

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the impact upon any public assistance benefits for which my daughter, Lindsay Jo Vinsant, may be entitled or eligible to receive in making such decision. Under no circumstances shall any income beneficiary who is serving as Trustee hereunder make such decision with regard to any trust of which he or she is an income beneficiary.

(q) The Trustee shall have the power to pay the funeral and/or burial expenses of any income beneficiary of a trust created hereunder.

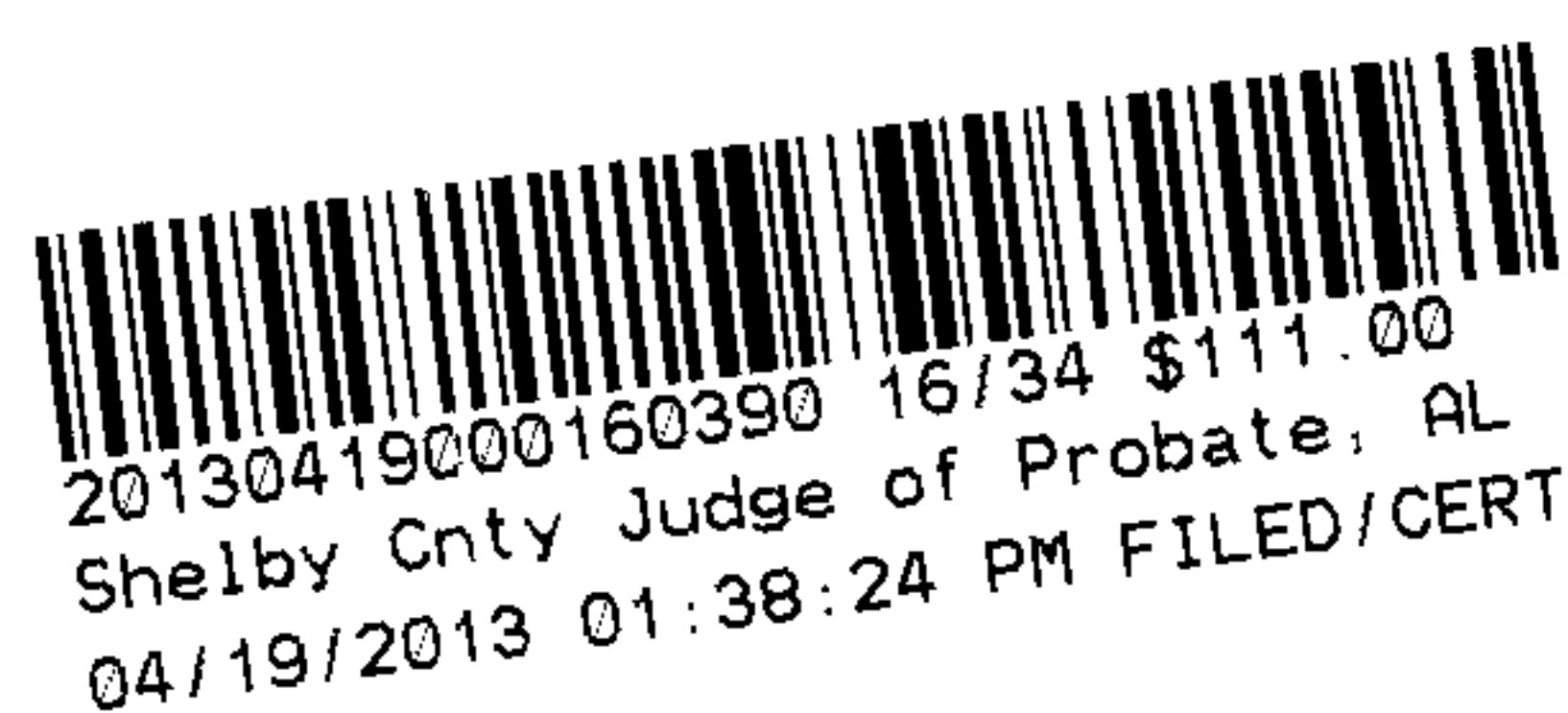
(r) Where the context herein so permits, the terms "Personal Representative" or "Trustee" and words of reference to my Personal Representative or Trustee, shall mean, respectively, any person or entity serving in that capacity, without regard to gender or number.

(s) As used herein, the terms "I.R.C." and "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

ITEM IX

GUARDIANS

My daughter, Lindsay Jo Vinsant, has a disability and will need a guardian for her lifetime. I do hereby appoint Jonna Vinsant Stiles and John Mark Vinsant as guardians of the person and of the property of my said daughter, to have exclusive control of her custody, care, education and estate. In the event either Jonna Vinsant Stiles or John Mark Vinsant should predecease me or be unable or unwilling, for any reason whatever, to serve as such guardian, then I nominate and appoint the other or the survivor of them to serve as such guardian. I do further direct that the said guardian, regardless of who shall so serve, be relieved from giving bond for the faithful performance of duties as such guardian in any jurisdiction, and I further exempt the guardian from filing any reports or rendering any accounts to any court, unless required by a court of competent jurisdiction to render an accounting.



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ITEM X

PERSONAL REPRESENTATIVES

(a) I hereby nominate and appoint Tammy Schoel as Personal Representative of this, my Last Will and Testament. In the event Tammy Schoel shall predecease me or shall die during the administration of my estate or be unable or unwilling to serve as Personal Representative, then I nominate and appoint Carole Hamilton to serve as Personal Representative. In the event Carole Hamilton shall predecease me or shall die during the administration of my estate or be unable or unwilling to serve as Personal Representative, then I nominate and appoint Beth Slate Poe to serve as Personal Representative.

(b) I direct that the Personal Representative, regardless of who shall so serve, shall not be required to give any bond or to file an inventory or appraisal of my estate or to make any accounting, report or final settlement in any court, though it shall make out and keep an inventory and shall exhibit the same to any party in interest at any reasonable time. I hereby vest in my said Personal Representative the same full powers of management, control and disposition of my estate herein given to the Trustee under any section hereof, and I direct that in the exercise of such powers my Personal Representative shall be free from the control and supervision of the Probate Court, or any other court.

(c) Should it be necessary for a representative of my estate to qualify in any jurisdiction wherein the Personal Representative named herein is not qualified as such, then my Personal Representative named herein shall, without giving any security, qualify and act as Personal Representative in such jurisdiction and shall have therein all rights, powers, authorities, duties and discretions conferred or implied upon the Personal Representative by this Will, or if such Personal Representative cannot or does not desire to qualify in such other jurisdiction, or if at any time and for any reason there shall be no Personal Representative in office in such other jurisdiction, then I appoint as Personal Representative therein such person or corporation as may be designated by my Personal Representative. Such substituted Personal Representative shall, without giving any security, have in such other jurisdiction all the rights, powers, authorities, duties and discretions conferred or imposed upon the Personal Representative by the provisions of this Will.

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ITEM XI

TRUSTEES

(a) Tammy Schoel shall serve and act as the initial Trustee of the trusts created in this, my Last Will and Testament. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Tammy Schoel, either prior to or during the continuance of any said trust, then I direct that Carole Hamilton shall serve and act as Trustee of the trusts created in this, my Last Will and Testament. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Carole Hamilton, either prior to or during the continuance of any said trust, then I direct that Beth Slate Poe shall serve and act as Trustee of the trusts created in this, my Last Will and Testament. The Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having, at the time of such designation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals other than Lindsay Jo Vinsant. Such designation shall be by a writing signed by said Trustee, properly notarized and filed in the court in which my Will was probated.

(b) I hereby direct that the Trustee, regardless of who shall so serve, shall not be required to give any bond or security for the performance of the Trustee's duties. Any successor Trustee shall have all the rights, powers, duties and discretion vested in the original Trustee. No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. With the approval of a majority of adult beneficiaries, or the parent or guardian of any minor or incompetent beneficiary, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn

jlo

beneficiaries. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

(c) The Trustee, including any individual or corporate Trustee serving hereunder, may resign at any time. The adult beneficiaries and the parents or legal guardians of minor or incompetent beneficiaries then in existence may approve the accounts of any resigning Trustee, and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee.

(d) The Trustee of any trust serving hereunder shall receive reasonable compensation for its services hereunder.

ITEM XII

REMOVAL OR REDESIGNATION OF TRUSTEE

(a) Notwithstanding anything hereinabove to the contrary, my Redesignator, hereinafter named, shall have the right to add further Trustees and/or rearrange the order in which the Trustees named hereinabove shall serve, remove any Trustee serving or named to serve, and/or to substitute for any Trustee any bank or trust company having, at the time of such redesignation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals other than Lindsay Jo Vinsant. In the event my said Redesignator should so redesignate any Trustee who has not at said time commenced serving as Trustee, then such redesignation shall be by a writing signed by my said Redesignator, properly notarized, and filed in the Probate Court in which my Will was probated. A duplicate original copy shall be delivered to the Trustee then serving. In the event my said Redesignator should so redesignate any Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by my said Redesignator, properly notarized, addressed and delivered to the Trustee, advising the Trustee that it has been removed and naming therein the successor and confirming that the successor has accepted the

Handwritten signature

trusteeship. A duplicate original copy shall be filed in the Probate Court in which my Will was probated. Thirty (30) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed.

(b) Tammy Schoel shall be the Redesignator with respect to all trusts created hereunder. In the event of the incapacity or death of Tammy Schoel, then Carole Hamilton shall be the Redesignator with respect to all trusts created hereunder. In the event of the incapacity or death of Carole Hamilton, then Beth Slate Poe shall be the Redesignator with respect to all trusts created hereunder. The foregoing provisions notwithstanding, my Redesignator who may be serving from time to time shall also have the power and authority to remove or replace any successor Redesignator named herein and to appoint a successor Redesignator with respect to all trusts for which she is serving as Redesignator.

(c) Anything hereinabove to the contrary notwithstanding, the power to remove and replace a Trustee shall not be exercisable by my Redesignator, where such power will cause all or any part of the assets of the trust estate to be included in the estate of my said Redesignator under applicable provisions of the Internal Revenue Code, Treasury Regulations and case law in effect at the time of such exercise.

(d) Third parties may rely upon the written representations of my Redesignator that the conditions and requirements for the exercise of such power to remove and replace a Trustee have been satisfied.

IN WITNESS WHEREOF, I, the undersigned, Joyce L. Vinsant, have hereunto set my hand and seal on this 25th day of August, 2006.

Joyce L. Vinsant (SEAL)
Joyce L. Vinsant

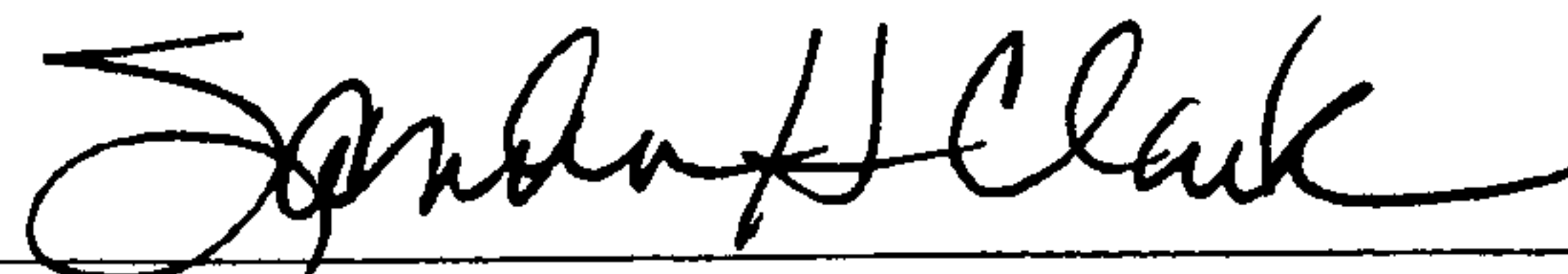


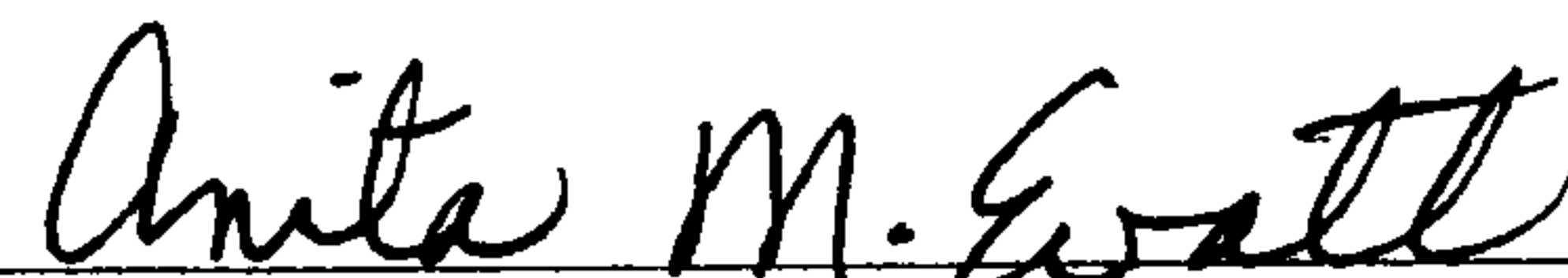
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SIGNED, SEALED, PUBLISHED and DECLARED by Joyce L. Vinsant as and for her Last Will and Testament, in our presence, and we, in her presence and in the presence of each other, and at her request, have hereunto set our hands and seals as witnesses thereto on the day the same bears date.


Address: 2311 Highland Avenue South
Birmingham, Alabama 35205


Address: 2311 Highland Avenue South
Birmingham, Alabama 35205


Address: 2311 Highland Avenue South
Birmingham, Alabama 35205


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I, Joyce L. Vinsant, the testator, sign my name to this instrument this 25 day of August, 2006, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament 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.

Joyce L. Vinsant
Joyce L. Vinsant

We, Katherine N. Barr and Sandra H. Clark, 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 her Last Will and Testament and that she signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that, to the best of our knowledge, the testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Katherine N. Barr
Witness
Sandra H. Clark
Witness

Subscribed, sworn to and acknowledged before me, a Notary Public in and for the State of Alabama at Large, by Joyce L. Vinsant, the testator, and subscribed and sworn to before me by Katherine N. Barr and Sandra H. Clark, witnesses, this 25th day of August, 2006.

Anita M. Gwalt
Notary Public
My Commission Expires: 7-8-09

(SEAL)



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FIRST CODICIL TO
LAST WILL AND TESTAMENT
OF
JOYCE L. VINSANT

I, the undersigned, JOYCE L. VINSANT, a resident of the County of Jefferson, State of Alabama, being of sound mind, do hereby make and declare this a First Codicil to my Last Will and Testament, executed on the 25th day of August, 2006, in the presence of Katherine N. Barr, Sandra H. Clark and Anita M. Evatt.

I hereby modify and amend my said Last Will and Testament, hereinabove described, as follows:

I

There shall be added to my Last Will and Testament, a new Item III-A to be added immediately after Item III, which shall read as follows:

"ITEM III-A

DEVISE OF SHELBY COUNTY PROPERTY

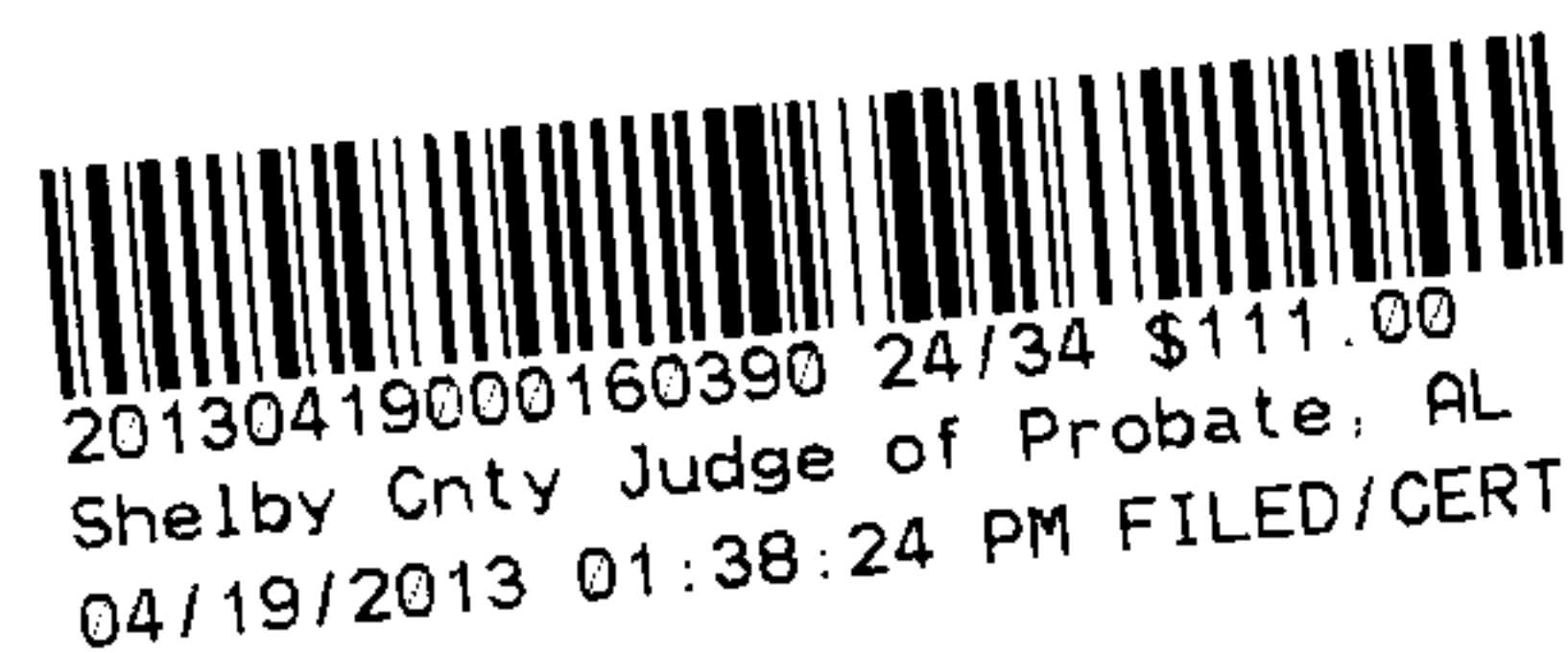
I give and devise any and all real property located in Shelby County, Alabama that I may own at my death, with all appurtenances and improvements used in connection therewith, in equal shares, for the benefit of my children, Jonna Vinsant Stiles, John Mark Vinsant and Lindsay Jo Vinsant. The shares of Jonna Vinsant Stiles and John Mark Vinsant shall be transferred and paid outright to them as soon as reasonably possible following my death, and the share for Lindsay Jo Vinsant shall be transferred and paid over to the Trustee of the Lindsay Jo Vinsant Special Needs Trust provided for under Item VI of this, my Last Will and Testament, to be administered for my said daughter's benefit in accordance with the terms and provisions of such Item. If my daughter, Lindsay Jo Vinsant, does not survive me, then this devise to her shall lapse, and all of such property shall be divided equally between the shares of my other two children. If either Jonna Vinsant Stiles or John Mark Vinsant shall predecease me, then such

deceased child's share of this devise shall pass to his or her lineal descendants who survive me, per stirpes; provided, however, that if any lineal descendant of Jonna Vinsant Stiles or John Mark Vinsant is under the age of thirty (30) years at my death, then his or her share of such property shall be transferred and paid over to my Trustee designated hereunder, to be administered for such lineal descendant under the terms set forth in subparagraph (k) of Item VI hereunder, as if Lindsay Jo Vinsant was deceased at such time. If either Jonna Vinsant Stiles or John Mark Vinsant shall predecease me and there is no lineal descendant of him or her who is living at my death, then this devise to such deceased child shall lapse, and all of such property shall be divided equally between the shares of my other two children and disposed of as provided above; provided, however, that if any beneficiary of such property shall then have other property held in trust for him or her under any provision of this Will, then his or her share in the share of such deceased beneficiary shall be administered and disposed of like such other property as held in trust for him or her."

II

The introductory portion of Paragraph (a) of Item IV of my Last Will and Testament is deleted and there is substituted in lieu and instead thereof the following:

"(a) If my daughter, Lindsay Jo Vinsant, survives me, and if the sum of my "net residuary probate estate" (after payment of my debts, any taxes, the expenses of my last illness and burial, the expenses of my estate, including without limitation attorneys' fees, probate and other estate administration expenses, and a Personal Representative's fee, and any devises under Items III and III-A), plus any non-probate assets which are directed to the trust provided for in Item VI hereinbelow is equal to or greater than Five Hundred Thousand Dollars (\$500,000.00), then from that portion, if any, of my net residuary probate estate which exceeds the difference between the value of my said non-probate assets and Five Hundred Thousand Dollars (\$500,000.00) (my "excess probate estate"), I give and devise the following amounts to the individuals named below:"



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III

Paragraph (b) of Item IV of my Last Will and Testament, appearing on page 5 thereof, is hereby deleted and replaced in lieu and instead thereof with the following:

"(b) In the event the value of my excess probate estate, as defined above, is not sufficient to fully fund the contingent devises of this Item, then such devises shall abate pro rata. Further, regardless of any amount that may pass to such trust under Item III-A, it is my intent that the trust provided for in Item VI be funded with at least Five Hundred Thousand Dollars (\$500,000.00), whether from probate assets or non-probate assets before the devises in this Item are funded. In that regard, I realize that the devises in this Item IV will abate prior to the devise in my residuary estate."

IV

There shall be added to my Last Will and Testament, a new Item XIII to be added immediately after Item XII, which shall read as follows:

"ITEM XIII

TRUST POWERS

The Trustee shall hold and manage the property devised to it hereunder and such other property as it may subsequently acquire pursuant to the power and authority herein given to it (all of which, for convenience, will hereinafter be referred to as "trust estate"), with full power to collect the income therefrom and from time to time to sell, convey, exchange, lease for a period beyond the possible termination of the trust, or for a less period, improve, encumber, borrow on the security of, or otherwise dispose of, all or any portion of said trust estate, in such manner and upon such terms and conditions as said Trustee may approve, and with full power to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds, registered mutual funds (including funds for which the Trustee, or an affiliate of the Trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies or other

property, including partial interests therein, such as life estate, term or remainder interests, real or personal, as the said Trustee may seem suitable, and to change investments and to make new investments from time to time as the said Trustee may deem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate. The Trustee may continue to hold any property or securities originally received by it as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or interest, so long as it shall consider the retention thereof for the best interests of said trust estate, regardless of whether such property or securities are a so-called "legal" investment of trust funds. In the disposition of any property constituting a part of said trust estate, the Trustee may acquire other property not a so-called "legal" investment of trust funds where such course is, in its opinion, for the best interest of said trust estate. The Trustee shall have power to determine whether any money or property coming into its hands shall be treated as a part of the principal of the trust estate or a part of the income therefrom, and to apportion between such principal and income, any loss or expenditure in connection with said trust estate as it may seem just and equitable. The Trustee shall have the power to make adjustments between principal and income, pursuant to the authority and requirements in Section 19-3A-104 of the Code of Alabama 1975."

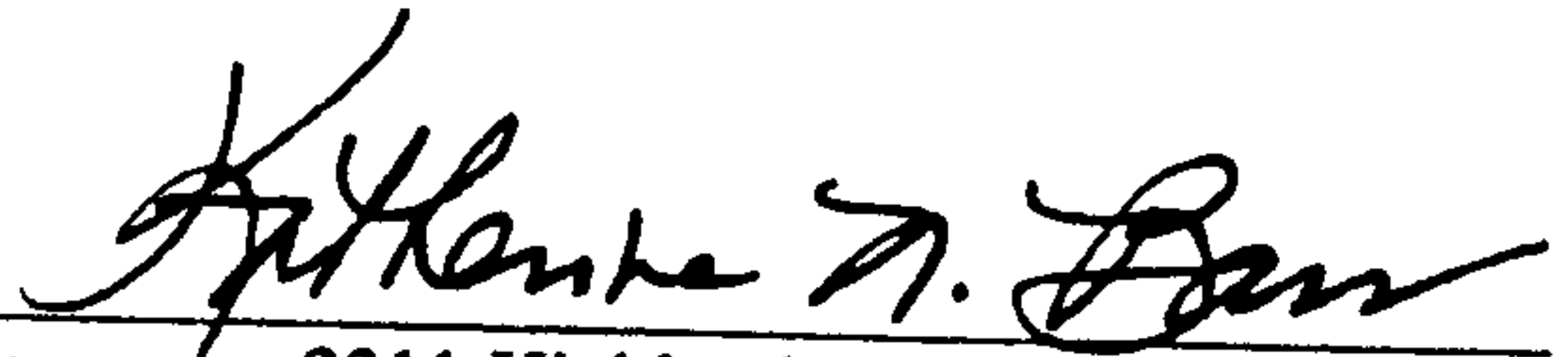
V

I hereby ratify and confirm my said Last Will and Testament, hereinabove described, insofar as it is not in conflict with this First Codicil, and do republish the same as herein and hereby amended as of this date.

IN WITNESS WHEREOF, I, Joyce L. Vinsant, have hereunto set my hand and seal to this, a First Codicil to my Last Will and Testament, on this the 27 day of October, 2006.

Joyce L. Vinsant (SEAL)
Joyce L. Vinsant

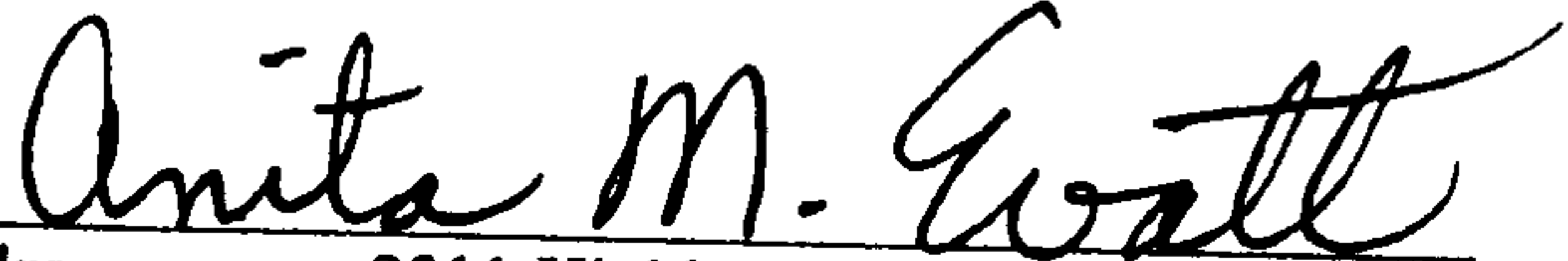
The foregoing was SIGNED, SEALED, PUBLISHED and DECLARED by Joyce L. Vinsant to be a First Codicil to her Last Will and Testament, in our presence, and we, at her request and in her presence, and in the presence of each other, have hereunto set our signatures as attesting witnesses on the day the said instrument bears date.



Address: 2311 Highland Avenue South
Birmingham, Alabama 35205



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Birmingham, Alabama 35205



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I, Joyce L. Vinsant, the testator, sign my name to this instrument this 27th day of October, 2006, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as a First Codicil to my Last Will and Testament 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.

Joyce L. Vinsant
Joyce L. Vinsant

We, Katherine N. Barr and Beva O. Ramey, 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 a First Codicil to her Last Will and Testament and that she signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this First Codicil 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.

Katherine N. Barr
Witness

Beva O. Ramey
Witness

Subscribed, sworn to and acknowledged before me, a Notary Public in and for the State of Alabama at Large, by Joyce L. Vinsant, the testator, and subscribed and sworn to before me by Katherine N. Barr and Beva O. Ramey, witnesses, this 27th day of October, 2006.

Anita M. Gwalt
Notary Public
My Commission Expires: 7-8-09

(SEAL)


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SECOND CODICIL TO
LAST WILL AND TESTAMENT

OF

JOYCE L. VINSANT

I, the undersigned, JOYCE L. VINSANT, a resident of the County of Jefferson, State of Alabama, being of sound mind, do hereby make and declare this a Second Codicil to my Last Will and Testament, executed on the 25th day of August, 2006, in the presence of Katherine N. Barr, Sandra H. Clark, and Anita M. Evatt, as amended by my First Codicil thereto, executed on the 27th day of October, 2006, in the presence of Katherine N. Barr, Reva O. Ramey, and Anita M. Evatt.

I hereby further modify and amend my said Last Will and Testament, hereinabove described, as follows:

I

Subparagraphs (2) and (3) of paragraph (a) of Item IV of my Last Will and Testament, appearing on pages 4 and 5 thereof, are hereby deleted in their entirety, and there is substituted in lieu and instead thereof the following:

"(2) I give and devise to my son, John Mark Vinsant, the sum of Fifty Thousand Dollars (\$50,000.00). I direct that this devise shall bear no interest from the date of my death or any date to the date of payment. In the event that my son, or the estate of my son, shall be indebted to me, or any trust I have established, under the terms of that certain promissory note dated October 1, 2007, I direct that this devise to my son shall be applied toward such indebtedness. If the amount of such indebtedness at the time of my death is less than Fifty Thousand Dollars (\$50,000.00), then the balance of this devise shall be distributed to my son. In the event the amount of such indebtedness at the time of my death is greater than Fifty Thousand Dollars (\$50,000.00), then to the extent possible, the remaining indebtedness shall be satisfied in accordance with subparagraph (3) below. If my said son shall not survive me, said

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devise to him after the application of the devise to the balance of the promissory note, if any, shall lapse, and said property shall become a part of my residuary estate.

(3) I give and devise to each grandchild of mine who survives me the sum of Twenty-Five Thousand Dollars (\$25,000.00). It is my hope that each said devise to a grandchild will be used for his or her education. I direct that each such devise shall bear no interest from the date of my death or any date to the date of payment. I further direct that if any grandchild of mine shall not have reached the age of twenty-one (21) years at the time of payment of such devise to him or her, that such monies shall be delivered to such individual as designated by my Personal Representative from those persons, including a parent of such grandchild or the Personal Representative, who are eligible to serve as custodian for such grandchild under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such grandchild's residence for the use and benefit of the beneficiary. The receipt of such property by such custodian shall constitute complete and final acquittance of my Personal Representative hereunder with respect to any sums so paid. Notwithstanding any provision herein to the contrary, any devise directed to my grandchildren who are the children of my son, John Mark Vinsant, shall be applied, pro rata, to any debt owed to me, or any trust I have established, as of the date of my death, by my said son, or his estate, under the terms of that certain promissory note dated October 1, 2007, to the extent that any debt remains after the application of subparagraph (2) above. The balance of the devises to each of my son's children, if any, shall be distributed to my said grandchildren in accordance with the terms of this subparagraph."

II

There shall be added to Item VIII of my Last Will and Testament, immediately following paragraph (s), a new paragraph (t) as follows:

"(t) To the maximum extent allowable under Alabama law, the provisions of Section 19-3B-813 of the Code of Alabama, as amended, shall not be applicable to any trust created hereunder. Notwithstanding the foregoing, the Trustee shall promptly respond to the request of a qualified beneficiary, as defined in Section 19-3B-103(14) of the Code of Alabama, as amended, for information

relating to trust administration pursuant to Section 19-3B-813(a)(2) of the Code of Alabama, as amended."

III

Item IX of my Last Will and Testament, appearing on page 16 thereof, is hereby deleted in its entirety, and there is substituted in lieu and instead thereof the following:

"ITEM IX

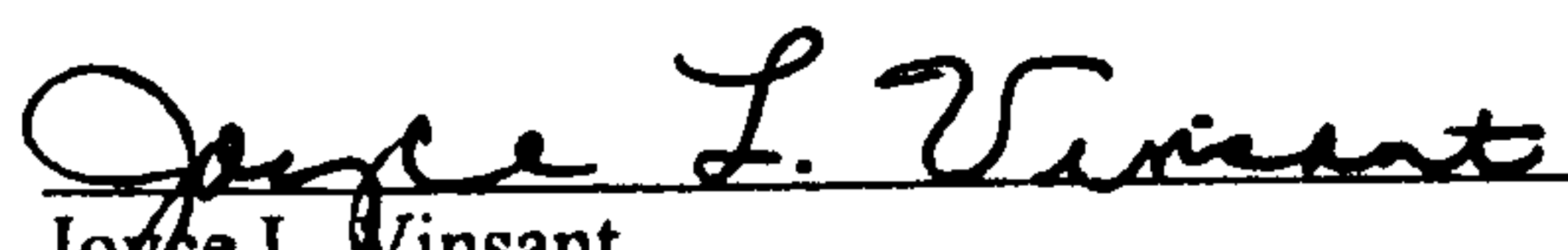
GUARDIANS

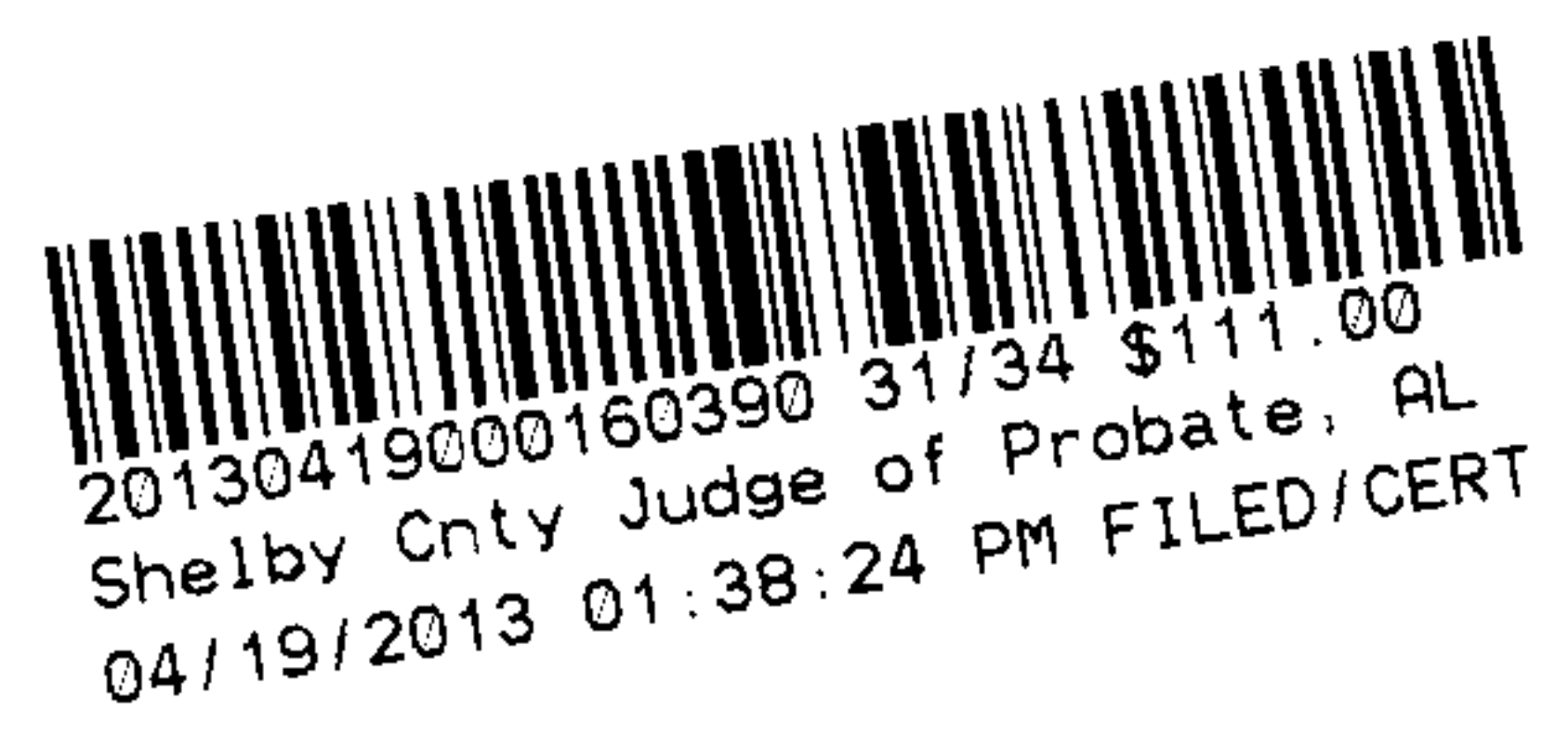
My daughter, Lindsay Jo Vinsant, has a disability and will need a guardian for her lifetime. I do hereby appoint Tammy Schoel as guardian of the person and of the property of my said daughter, to have exclusive control of her custody, care, education and estate. I do further direct that the said guardian, regardless of who shall so serve, be relieved from giving bond for the faithful performance of duties as such guardian in any jurisdiction, and I further exempt the guardian from filing any reports or rendering any accounts to any court, unless required by a court of competent jurisdiction to render an accounting."

IV

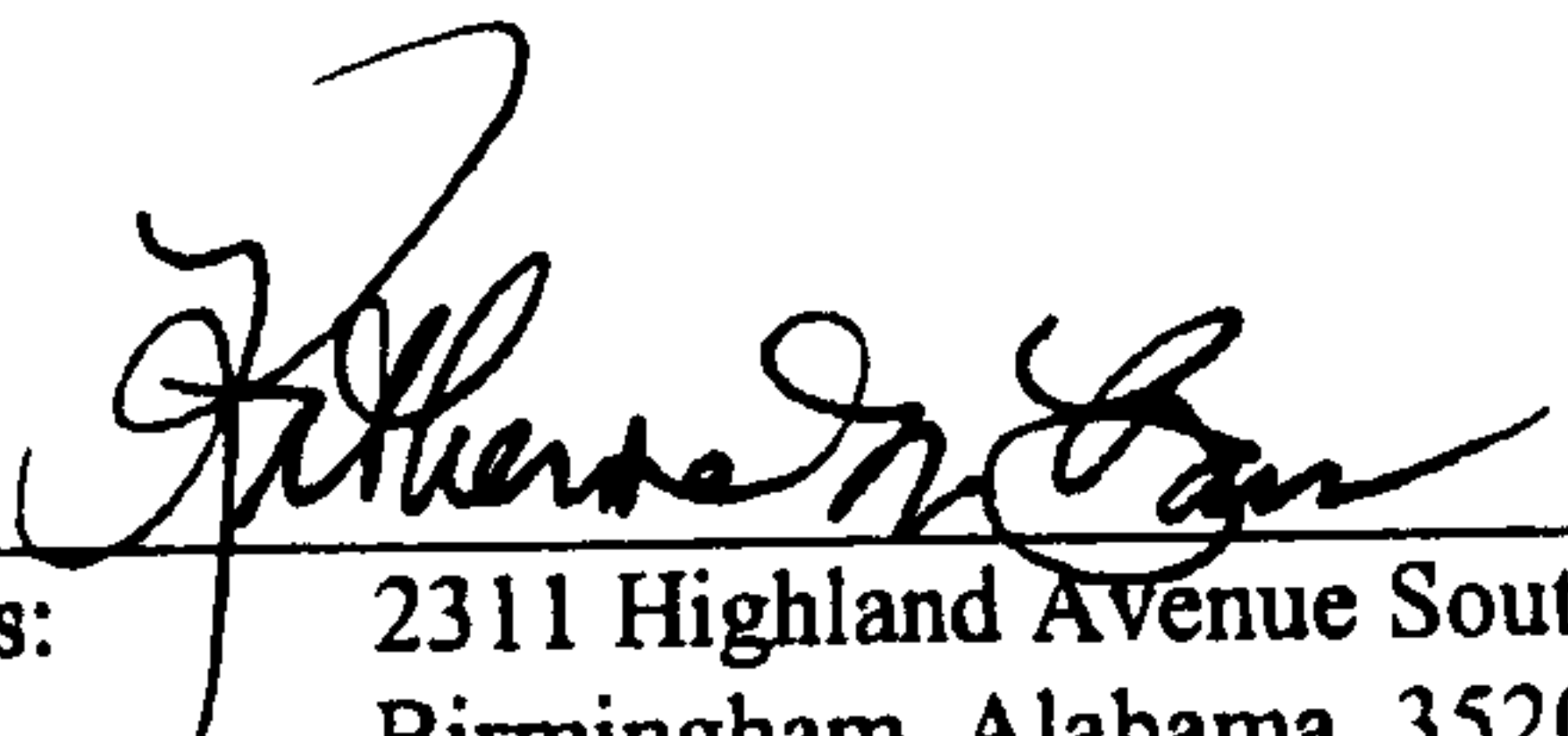
I hereby ratify and confirm my said Last Will and Testament, and the First Codicil thereto, hereinabove described, insofar as they are not in conflict with this Second Codicil, and do republish the same as herein and hereby amended as of this date.

IN WITNESS WHEREOF, I, Joyce L. Vinsant, have hereunto set my hand and seal to this, a Second Codicil to my Last Will and Testament, on this the 25 day of October, 2007.

 (SEAL)
Joyce L. Vinsant



The foregoing was SIGNED, SEALED, PUBLISHED and DECLARED by Joyce L. Vinsant to be a Second Codicil to her Last Will and Testament, in our presence, and we, at her request and in her presence, and in the presence of each other, have hereunto set our signatures as attesting witnesses on the day the said instrument bears date.


Address: 2311 Highland Avenue South
Birmingham, Alabama 35205


Address: 2311 Highland Avenue South
Birmingham, Alabama 35205


Address: 2311 Highland Avenue South
Birmingham, Alabama 35205



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I, Joyce L. Vinsant, the testator, sign my name to this instrument this 25 day of October, 2007, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as a Second Codicil to my Last Will and Testament 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.

Joyce L Vinsant
Joyce L Vinsant

We, Katherine N. Barr and Marsha P. Self, 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 a Second Codicil to her Last Will and Testament and that she signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this Second Codicil 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.

Katherine N. Barr
Witness

Marsha P. Self
Witness

Subscribed, sworn to and acknowledged before me, a Notary Public in and for the State of Alabama at Large, by Joyce L. Vinsant, the testator, and subscribed and sworn to before me by Katherine N. Barr and Marsha P. Self, witnesses, this 25th day of October, 2007.

Kathy R. Stephens
Notary Public
My Commission Expires: May 23, 2011

(SEAL)


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CERTIFICATE TO COPIES

STATE OF ALABAMA
JEFFERSON COUNTY

PROBATE COURT
CASE NO. 2012-216294

I, **S.J. Rhodes**, Chief Clerk of Probate Court, in and for said County in said State hereby certify that the foregoing contains a full, true and correct copy of the **Last Will and Testament, First Codicil to the Last Will and Testament, and Second Codicil to the Last Will and Testament** in the matter of the estate of **Joyce L. Vinsant, deceased** as the same appears on file and of record, in this office.

Given under my hand and seal of said Court this date,
April 18, 2013.



Chief Clerk


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