

Last Will and Testament


20170120000025790 1/11 \$45.00
Shelby Cnty Judge of Probate, AL
01/20/2017 02:44:49 PM FILED/CERT

OF

JUDITH C. O'CONNOR

I, Judith C. O'Connor, a resident of Shelby 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. Except as referenced in Article IB hereinbelow, and except for my jewelry, which is addressed in Article IC hereinbelow, I give the remainder of my tangible personal property (together with any assignable insurance policies thereon), including any household furniture and furnishings, automobiles, books, pictures, art objects, hobby equipment and collections, wearing apparel, and other articles of household or personal use or ornament, but excluding coins held for investment and paper currency, to my husband, Robert William O'Connor ("my spouse"), if my spouse survives me, or, if not, to my children, namely, Rebecca Shelby O'Connor, and William Austin O'Connor, who survive me, 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 antiques and objects of art left to me by any of my family, subject to provisions for use by my husband, I give and bequeath unto my children, Rebecca Shelby O'Connor, and William Austin O'Connor, in equal shares, share and share alike, or in such shares as they may agree, provided each said child shall survive me. If any child shall predecease me, such gift shall lapse and the entire bequest shall be paid to the surviving child. If six months shall lapse from the date of my death and my children shall have failed to agree upon the division of the said items, then my personal representative, shall, in his sole discretion, divide said items and such decision shall be final and binding upon all parties. The foregoing bequest of antiques and objects of art is subject to the provisions that my Husband shall have the right to the use and enjoyment of said items which shall remain in the household as described in Article III A 2 for the life of my said Husband, whichever shall first occur upon the happening of the first said of events all rights of my Husband to said property shall terminate and said item shall be delivered to my said children or the survivor of them.

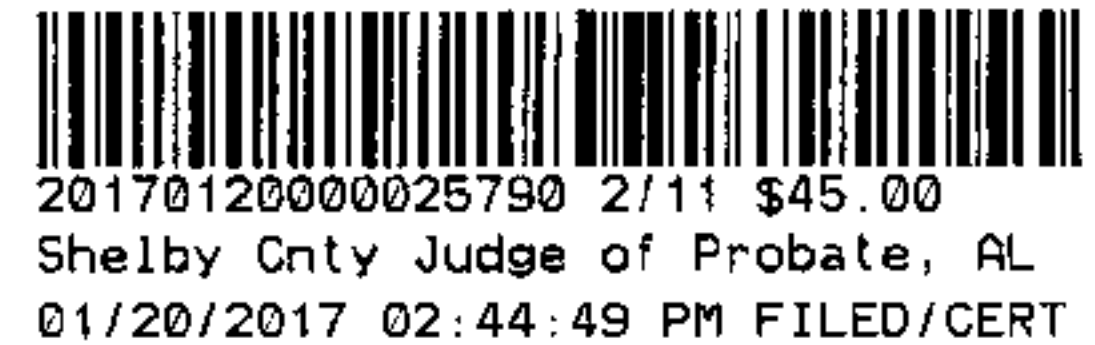
C. I give and bequeath all of my jewelry to my children to be divided as they shall agree, or, if they shall fail to agree upon a division within six months after the date of my death, in shares of substantially equal value as my personal representative shall determine in his sole discretion, which shall be final and binding on all parties.

D. 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.

E. I give my interest in the real property and any improvements located thereupon at 306 Lamar in Selma (Dallas County), Alabama to my brother Cosby Carmichael, if he shall survive me. If he predeceases me, this gift shall lapse.

F. I give \$10,000.00 to the Columbiana Church of Christ.

**ARTICLE II
Gift of Residue**



I give my residuary estate (all the rest, residue and remainder), which shall not include any property over which I have power of appointment, to the trustee appointed under the Trustee Provisions of this will, to be held in a separate trust named the Family Trust.

**ARTICLE III
Family Trust**

The Family Trust shall be administered as follows:

A. If my spouse survives me, then commencing as of my death and until the division date (defined later in this Article), the trustee shall distribute to or apply for the benefit of my spouse, all of the net income and such portions of the principal of the trust, as the trustee determines from time to time to be required for the health maintenance and support of my spouse; provided, however,

1. That any distributions of principal are limited to 5% of the value of the trust in any calendar year, unless for emergencies related to the health of my spouse, in which event the 5% annual limit on invading principal shall not apply.

2. If I own all or any part of the home we occupy at the time of my death, and/or if I own all or part of the lake home at 191 Lakeview Drive on Lake Mitchell, in Coosa County, Alabama, my spouse shall be permitted to use and occupy such homes, and during occupancy my spouse shall have full use of the homes free of rent and shall not be liable for waste; except my spouse shall make ordinary repairs, maintain adequate insurance and pay property taxes and assessments, allocating such expense as appropriate if only partial ownership.

B. A material purpose of the Family Trust is to preserve assets for my children. Upon the death of the last to die of my spouse and me (the "division date"), the remaining balance of the trust, or my residuary estate if my spouse does not survive me, shall be distributed to and among my two children in equal amounts. If any of my said children shall die prior to the division date, then said deceased child's share shall be distributed to his or her descendants, per stirpes, and if none, then to my descendants, per stirpes.

**ARTICLE IV
Trustee Provisions**

I name my spouse, Robert William O'Connor, as trustee of each trust created under this will. In the event he should predecease me, or fail to qualify or otherwise cease to serve hereunder, then I name my two children, Rebecca Shelby O'Connor and William Austin O'Connor, to serve together as co-trustees. In the event either of my said children shall predecease me, or fail to qualify or otherwise cease to serve hereunder, then the remaining one shall serve.

ARTICLE V
Financial Powers


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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, 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 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.

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.

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 merge and consolidate at any time after the death of the last to die of my spouse and me all the trust property with the trust property of any trust created by my spouse or me during life or by will and held by the same trustee for the benefit of the same persons who are beneficiaries hereunder, upon substantially the same terms and conditions as those set forth herein, and thereafter to administer the trust property as a single trust hereunder.

25. 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.

26. 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.

27. 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; except that in no event shall such power be exercised in any manner that would deprive my spouse of the income of the trust named for my spouse to which my spouse is entitled under state law.

28. 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 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.

29. 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.

B. 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.

C. 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.

D. The trustee's exercise or nonexercise of powers and discretions in good faith 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 a trustee.

E. 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.

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

ARTICLE VI

Administrative Powers and Rules

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

A. The trustee may pay an amount distributable to a beneficiary who is under a legal disability or who the trustee reasonably believes is incapacitated, by paying it directly to the beneficiary or applying it for the beneficiary's benefit, or by:

1. Paying it to the beneficiary's conservator or, if the beneficiary does not have a conservator, the beneficiary's guardian;

2. Paying it to the beneficiary's custodian under the Uniform Transfers to Minors Act;

3. If the trustee does not know of a conservator, guardian, custodian or custodial trustee, paying it to an adult relative or other person having legal or physical care or custody of the beneficiary, to be expended on the beneficiary's behalf; or

4. Managing it as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution.

Determinations made by the trustee under this paragraph in good faith shall be conclusive on all persons.

B. Income distributions required hereunder shall be made in quarterly or monthly installments, as the trustee determines. Except as otherwise provided in this instrument, 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 may 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. I request, but do not require, that the trustee consider the suggestions of my spouse as to the needs of each person (including my spouse) to whom payments may be made. In no event, however, shall the trustee be obligated to follow such suggestions. 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 to include all forms of mental or physical health care, including, but not limited to, nursing home or other extended care.

D. To the fullest extent permitted by law, (i) no power of appointment shall be subject to involuntary exercise, and (ii) 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. Each and every trust created hereunder is intended to be a "spendthrift trust", with all rights, privileges, and protections afforded under the law.

E. The trustee shall distribute any trust principal or net income as to which a power of appointment is exercised to the designated appointee or appointees (whether living at the time of exercise or thereafter born) upon such conditions and estates, in such manner (in trust or otherwise), with such powers, in such amounts or proportions, and at such time or times (but not beyond the period permitted by any applicable rule of law relating to perpetuities) as the holder of the power may specify in the instrument exercising the power. To be effective, the exercise of any power of appointment granted hereunder shall make specific reference to the provision creating the power. In determining whether a testamentary power of appointment has been exercised, the trustee, without liability, may rely on a will admitted to probate in any jurisdiction as the will of the holder of the power or may assume the holder left no will in the absence of actual knowledge of one within three months after the holder's death.

F. If at any time after my death 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, or, in the case the Family Trust, to my spouse.

G. Notwithstanding any other provision of this instrument, at the end of twenty-one years after the death of the last to die of myself, my spouse, and all descendants of mine who are living at

my death, the trustee shall distribute the principal of the trust to the beneficiary for whom the trust is named.

H. 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.

I. 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.

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.

ARTICLE VIII

Personal Representative Nomination and Powers

A. I name my spouse, Robert William O'Connor, as personal representative of this will, and in the event he should predecease me, or fail to qualify or otherwise cease to serve hereunder, then my two children, Rebecca Shelby O'Connor and William Austin O'Connor, shall serve as co-personal representatives. In the event either of my said children shall predecease me, or fail to qualify or otherwise cease to serve hereunder, then the remaining one shall serve as my personal representative.

B. 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.

C. 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.

D. 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 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.

E. 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.

F. 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 negligence in administration of the estate property or wrongful or willful acts.

G. 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 further 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.

ARTICLE IX
Interpretive Rules


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For all purposes of this will:

- A. In determining who is a descendant of mine or of any other person:
1. Legal adoption before the adopted person reached the age of twenty-one years, but not thereafter, shall be equivalent to blood relationship; and
 2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants of (i) the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.
- B. 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.
- C. 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.
- D. The term "trustee" and any pronoun referring to that term designate the trustee or trustees at any time acting hereunder, regardless of number.
- E. The term "lawful guardian" means successively in the order named, (i) the court-appointed conservator, (ii) either parent, or (iii) the individual having personal custody (whether or not court-appointed) where no conservator has been appointed.
- F. The term "Code" means the Internal Revenue Code of 1986, as from time to time amended.
- G. 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)").
- H. 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.
- I. 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.
- J. I intend that no child born to or adopted by me before or after the date of this will shall be entitled to receive any greater portion of my estate than that portion, if any, which is provided herein.

IN WITNESS WHEREOF, I, JUDITH C. O'CONNOR, the testatrix, sign my name to this instrument this 4th day of December, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.



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Judith C. O'Connor
 Judith C. O'Connor

On the date last above written, we saw **Judith C. O'Connor** in our presence, sign the foregoing instrument at its end. She then declared it to be her will and requested us to act as witnesses to it. We then, in her presence and in the presence of each other, signed our names as attesting witnesses, believing her at all times herein mentioned to be of sound mind and memory and not acting under constraint of any kind.

We, Bruce F. Rogers and Lauren Blair, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testatrix signs and executes this instrument as her last will and that she signs it willingly, and that each of us, in the presence and hearing of the testatrix, hereby signs this will as witness to the testatrix's signing, and that to the best of our knowledge the testatrix is 18 years of age or older, of sound mind, and under no constraint or undue influence.

Bruce F. Rogers

Witness

PO Box 530886

Residing at

Birmingham, Alabama 35253

Lauren Blair

Witness

PO Box 530886

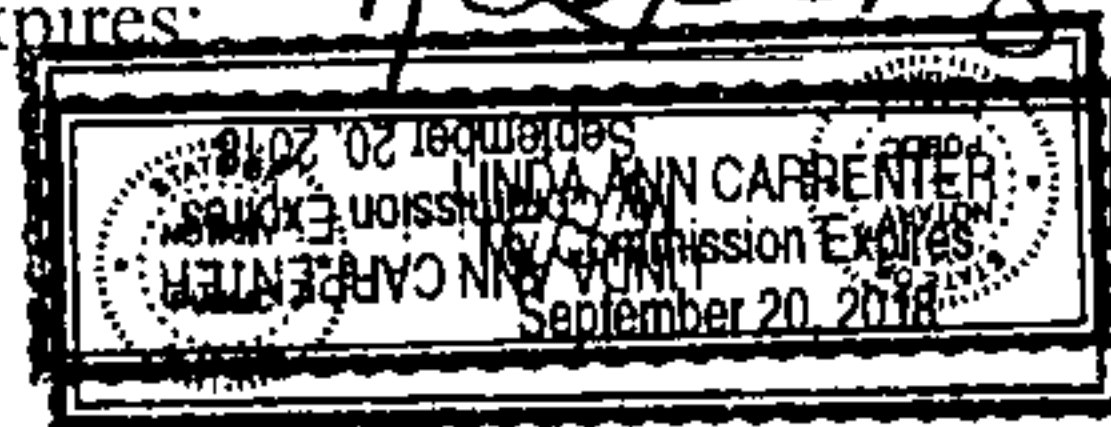
Residing at

Birmingham, Alabama, 35253

STATE OF ALABAMA)
) SS
 COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me by Judith C. O'Connor, the testatrix and subscribed and sworn to before me by Bruce F. Rogers and Lauren Blair, witnesses, this 4 day of December, 2015.

[Signature]
 Notary Public
 My Commission Expires: 9/20/2018



This Instrument Prepared By:
 Bruce F. Rogers
 BAINBRIDGE, MIMS, ROGERS & SMITH, LLP
 The Luckie Building, Suite 415
 600 Luckie Drive
 Birmingham, Alabama 35223
 Telephone: (205) 879-1100

A copy of this Will has been retained by Bainbridge, Mims, Rogers & Smith, LLP. If you desire to revoke this Will by destruction, you should have the original and all copies destroyed.