

FILED IN OFFICE THIS THE
7th DAY OF November 20 18
FOR PROBATE AND RECORD.
Alan L. King
JUDGE OF PROBATE

**LAST WILL AND TESTAMENT OF
WILLIAM JOSEPH WARD**

I, **WILLIAM JOSEPH WARD**, a resident of Jefferson County, State of Alabama, being of sound mind and disposing memory, and more than eighteen years of age, do make, publish and declare this instrument to be my Last Will and Testament, hereby revoking any and all other wills and codicils heretofore made by me.

**ARTICLE 1
MY FAMILY**

The provisions herein regarding my spouse refer to **CAROLINE TEAGUE WARD**, who is referred to as "my spouse" in this Will. The provisions herein regarding my "child" or my "children" shall refer to my daughters, **MARGARET WARD WILLINGHAM** and **CAROLINE WARD MIGUELEZ**, both of whom are adults.

**ARTICLE 2
PERSONAL REPRESENTATIVE AND TRUSTEE**

2.1 Appointment of Personal Representative. I hereby designate and appoint my spouse as Personal Representative. If my spouse predeceases me, resigns, dies, becomes incapacitated or for any other reason fails or ceases to serve as Personal Representative, then I hereby designate and appoint my children, **MARGARET WARD WILLINGHAM** and **CAROLINE WARD MIGUELEZ**, to serve as successor co-Personal Representatives. If either of **MARGARET WARD WILLINGHAM** or **CAROLINE WARD MIGUELEZ** predeceases me, resigns, dies, becomes incapacitated or for any other reason fails or ceases to serve as Personal Representative, then I hereby designate and appoint the other or survivor of them to serve as sole successor Personal Representative.

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2.2 Appointment of Trustee. I hereby designate and appoint my spouse as Trustee of any trust created hereunder. If my spouse predeceases me, resigns, dies, becomes incapacitated or for any other reason fails or ceases to serve as Trustee, then I hereby designate and appoint **MARGARET WARD WILLINGHAM** and **CAROLINE WARD MIGUELEZ** as successor co-Trustees of any trust created hereunder. If either of **MARGARET WARD WILLINGHAM** or **CAROLINE WARD MIGUELEZ** predeceases me, resigns, dies, becomes incapacitated or for any other reason fails or ceases to serve as Trustee, then I hereby designate and appoint the other or survivor of them as sole successor Trustee.

2.3 Waiver of Court Reports, Bond, Accounting and Inventory. To the extent that such requirements can be legally waived, I direct that my Personal Representative (and any successor Personal Representative) and the Trustee (and any successor Trustee) shall not be required to give bond or to file an inventory, an interim or final accounting or appraisal of my estate or any trust created hereunder in any court, or to obtain the order or approval of any court before exercising any power or discretion granted in this Will; however, I direct my Personal Representative and the Trustee to maintain an inventory and to exhibit the same to any party in interest at any reasonable time.

2.4 Compensation of Personal Representative. My Personal Representative is entitled to receive reasonable compensation for my Personal Representative's services rendered in the administration of my estate. Reasonable compensation for a corporate Personal Representative will be based upon such corporate Personal Representative's published fee schedule in effect at the time such corporate Personal Representative's services are rendered. Such compensation may be paid without prior approval of any court. I do not intend, however, for this provision to preclude a review of the reasonableness of such compensation by a court of competent jurisdiction in an appropriate proceeding.

2.5 Compensation of Trustee. The Trustee is entitled to receive reasonable compensation for the Trustee's services rendered in the administration of any trust created hereunder. Reasonable compensation for a corporate trustee will be based upon such corporate


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trustee's published fee schedule in effect at the time such corporate trustee's services are rendered.

**ARTICLE 3
DEBTS AND EXPENSES**

3.1 Payment of Debts and Expenses. I direct my Personal Representative to pay all my debts, including my funeral expenses, flowers at my funeral, a monument and/or marker for my grave, the fees and charges of administration, the expenses of my last illness, taxes assessed on my estate previous to my death and any other just and enforceable debts, as soon after my death as may be practicable. Unless specifically stated otherwise herein, I intend that any indebtedness secured by mortgage on real property owned by me at the time of my death shall not be charged to or paid from my estate, but that the devisee of such real property shall take it subject to all encumbrances existing at the time of my death.

3.2 Debts and Expenses to be Charged Against Residue. All debts and expenses that are provided for in Section 3.1 hereof shall be generally paid out of and charged against the residue of my estate, without apportionment. Such debts and expenses, to the extent possible, shall not be charged against or paid from property that is exempt from federal estate tax, or for which there is a federal estate tax deduction or exclusion (such as the marital and charitable deductions).

3.3 Cost of Safeguarding Personal Property. The reasonable cost of safeguarding, insuring, packing and storing each item of my tangible personal property prior to the distribution and delivery of such item to the place of residence of the devisee of such item shall be deemed to be an expense of administration of my estate.

**ARTICLE 4
DEVICES OF TANGIBLE PERSONAL PROPERTY**

4.1 Devise of Tangible Personal Property if Spouse Survives. I devise all of my tangible personal property, together with any assignable insurance policies thereon, including any household furniture and furnishings, personal automobiles, books, jewelry, art objects,

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aircraft, watercraft, hobby equipment and collections, wearing apparel, club memberships, and all other tangible articles of household or personal use or ornament, but excluding all stocks, bonds, mutual funds, interests in partnerships and limited liability companies, business equipment, accounts receivable, inventory, cash on hand or on deposit, and all other intangible personal property as well as all tangible personal property used in business or held for investment (my "Personal Property"), to my spouse.

4.2 Devise of Tangible Personal Property if Spouse Predeceases. If my spouse predeceases me, then I devise my Personal Property to my children, in shares of substantially equal value, the lineal descendants of any deceased child to take the share such deceased child would have taken, if then living, *per stirpes*. Such Personal Property shall be divided in such manner as the beneficiaries shall agree, or if they fail to agree upon a division within six (6) months after the date of my death, then as my Personal Representative shall determine appropriate.

4.3 Memorandum of Disposition of Tangible Personal Property. I may leave a memorandum, which is not to be a part of this Will, containing suggestions for the division or the ultimate disposition of certain items of my Personal Property devised under this Article, but such memorandum shall not affect the absolute nature of this devise. I request, but do not require, that my wishes as set forth in any such memorandum be honored. If my Personal Representative, after reasonable inquiry, does not find such a memorandum within three (3) months of the date of my death, then my Personal Representative may assume that such a memorandum does not exist and shall distribute my Personal Property in accordance with the provisions as set forth in Sections 4.1 and 4.2 hereof.

4.4 Personal Representative Discretion. I hereby vest in my Personal Representative the full power and authority to determine what objects of Personal Property are included in this Article and in any memorandum I may leave.

4.5 Tangible Personal Property Devised to Minors or Incapacitated Individuals. If any Personal Property devised under this Article is distributable to an individual who has not attained the age of majority or who is incapacitated, then my Personal Representative may, in my


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Personal Representative's sole discretion, (i) deliver the same directly to such individual; (ii) deliver the same to the parent, guardian, or other person having custody of such individual; or (iii) transfer and pay over such share to the Trustee of any trust created for such beneficiary hereunder. The person having legal custody of such individual or the Trustee, as the case may be (i) shall represent such individual in any division of the Personal Property; (ii) may give a binding receipt for and hold such individual's share for his or her benefit; (iii) may sell any part or all of such individual's share; and (iv) may deliver the share or sale proceeds to such individual before or when the individual reaches legal age or regains capacity, all as that person considers advisable.

**ARTICLE 5
RESIDUARY ESTATE IF SPOUSE SURVIVES**

5.1 Residue. If my spouse survives me, then I devise the rest, residue and remainder of my property, of whatever kind and character and wherever situated, which I may own at the time of my death, including but not being limited to (i) property that I may acquire or become entitled to after the execution of this Will; and (ii) all lapsed devises, but which shall not include property over which I have power of appointment (the "Residue"), as provided for herein.

5.2 Division into Marital Share and Family Share if My Spouse Survives Me. As soon as practicable after my death, my Personal Representative shall divide the Residue into two fractional shares, one of which is referred to as the Family Share, and the other as the Marital Share.

(a) Family Share. The Family Share shall consist of that fractional share of the Residue as determined by a fraction: (i) the numerator of which shall be the maximum amount which can pass free of federal estate tax as a result of all available credits, exemptions, and exclusions, including the Applicable Credit allowed under Section 2010 of the Code, after taking into account any prior devises under my Will not qualifying for the federal estate tax marital or charitable deduction in my estate, any prior distributions under this Will not qualifying for the federal estate tax marital or charitable deduction in my estate, any property passing outside of my Will not qualifying for the federal estate tax marital or charitable deduction in my estate, and any adjusted taxable gifts, but taking into account the State Death Tax Credit under Section 2011 of the Code


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only to the extent that doing so does not result in the payment of any additional State Death Tax; and (ii) the denominator of which shall be the value of the Residue.

(b) Marital Share. The Marital Share shall consist of the remaining fractional share of the Residue.

In making the computations necessary to determine the fractional amounts to be allocated to the Family Share and the Marital Share, the final determination of value for federal estate tax purposes shall control, whether my Personal Representative shall choose the date of death or alternate valuation date. In the sole power and discretion of my Personal Representative, acting in a fiduciary capacity, the payment of these amounts may be pro rata or non-pro rata, and may be wholly or partly in cash or property, as determined by my Personal Representative; provided, however, that all such property so selected shall be valued at its fair market value at the date or dates of distribution; further provided, however, that so far as is possible, there shall not be included in the Marital Share any property (i) which does not qualify for the marital deduction for federal estate tax purposes; (ii) with respect to which any estate or death taxes are paid to any foreign country or any of its possessions or subdivisions; or (iii) with respect to which any tax credit or deduction shall be available because it shall be subject to both federal estate and federal income tax.

5.3 Disclaimer. If my spouse makes a qualified disclaimer of any part or all of the Marital Share, then such disclaimed property shall be added to the Family Share. To the extent that any property is added to the Family Share as a result of a qualified disclaimer by my spouse, the property shall be held in a separate share of the Family Share during the lifetime of my spouse, and shall be separately administered in accordance with all of the provisions of the Family Share except the provision which grants my spouse a limited power of appointment shall not apply to such separate share. The sole purpose of maintaining such separate share is to keep the disclaimed property, together with all accumulated income in connection with said property, separate from the other property of the Family Share for which my spouse has a power of appointment, and avoid the possible disqualification of an otherwise qualified disclaimer under Section 2518 of the Code.

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**ARTICLE 6
RESIDUARY ESTATE IF SPOUSE PREDECEASES**

6.1 Residue. If my spouse predeceases me, then I devise the Residue as provided for herein.

6.2 Division and Devise of Residue if Spouse Predeceases. As soon as practicable after my death, my Personal Representative shall divide the Residue into three (3) shares, each ascertained as follows:

(a) The first share, the "Willingham Children's Share," shall be an amount equal to the lesser of (i) one-third (1/3) of the Residue, or (ii) the maximum amount which is equal in value to the Generation Skipping Transfer Tax ("GSTT") exemption under Section 2631 of the Code allocated to this Share by my Personal Representative, and further reduced by the amount of such exemption, if any, which may be allocated by my Personal Representative to any other property hereunder (the "Exemption"). I devise the Willingham Children's Share to the Trustee of the Willingham Children's Trust, with all of the powers and duties granted to the said Trustee or Trustees under said Trust agreement, such Share to be added to the principal of such Trust as an integral part thereof, and held, administered and distributed in accordance with all the terms, conditions and limitations set forth in said Trust agreement.

(b) The second share, "Margaret's Share," shall be equal to one-half (1/2) of the balance of the Residue after the allocation to the Willingham Children's Share. I devise Margaret's Share to **MARGARET WARD WILLINGHAM**, absolutely, or if she is not living, to her then living lineal descendants, *per stirpes*, absolutely, or if she has no living lineal descendants, to my then living lineal descendants, *per stirpes*.

(c) The third share, "Caroline's Share," shall be equal to one-half (1/2) of the balance of the Residue after the allocation to the Willingham Children's Share. I devise Caroline's Share to **CAROLINE WARD MIGUELEZ**, absolutely, or if she is not living, to her then living lineal descendants, *per stirpes*, absolutely, or if she has no living lineal descendants, to my then living lineal descendants, *per stirpes*.

(d) Notwithstanding the foregoing, if any share of Margaret's Share or Caroline's Share shall be allocated to **OLIVIA WEST WILLINGHAM**, then the share allocated to **OLIVIA WEST WILLINGHAM** shall be paid to the Trustee of the Willingham Children's Trust, with all of the powers and duties granted to the said Trustee or Trustees under said Trust agreement, such Share to be added to the principal of such Trust as an integral part thereof, and held, administered and distributed in accordance with all the terms, conditions and limitations set forth in said Trust agreement; provided, further, if any share of Margaret's Share or Caroline's Share shall


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be allocated to a descendant other than **OLIVIA WEST WILLINGHAM** who is under the age of twenty-five (25) years at the time of the distribution, then his or her share shall be paid to the Trustee herein named, to be held in trust, administered and distributed as provided in Article 10.

6.3 Funding. I direct that my Personal Representative allocate as much of my Exemption to the Willingham Children's Share as is necessary to exempt the Willingham Children's Share from the GSTT. Furthermore, in making the computations necessary to determine the amount to be allocated to the Willingham Children's Share, the final determination of values for federal estate tax purposes shall control, whether my Personal Representative shall choose the date of death or alternate valuation date. In the sole power and discretion of the Personal Representative, acting in a fiduciary capacity, the payment of this amount may be pro rata or non-pro rata, and may be made wholly or partly in cash or property, as selected by the Personal Representative; provided, however, that all such property so selected shall be valued at its fair market value at the date or dates of distribution.

**ARTICLE 7
DISPOSITION OF MARITAL SHARE**

I devise the Marital Share, if any, to my spouse, outright and free of trust.

**ARTICLE 8
DISPOSITION OF FAMILY SHARE**

I devise the Family Share to my Trustee to be held in trust (the "Family Trust") for the benefit of my spouse and my children as hereinafter provided:

8.1 Distributions to Spouse. Until the death of my spouse, the Trustee shall pay to or apply for the benefit and use of my spouse all of the net income of the Family Trust in quarterly or more frequent installments. The Trustee shall also pay to my spouse or apply for my spouse's benefit so much of the principal of the Trust as, in the discretion of the Trustee, shall be reasonably necessary for my spouse's support and maintenance in my spouse's accustomed manner of living; for my spouse's health, including medical, surgical, hospital or other

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institutional care and expenses of invalidism; and for my spouse's education, to the complete exhaustion of the principal if the Trustee shall deem that reasonable.

8.2 Distribution of Principal of Trust to Children. Until the death of my spouse, the Trustee may also pay to or use and apply for the health, education, support or maintenance of such one or more (all or none) of my children as are living at the time of such payment, so much of the principal of the Trust, in such amounts and proportions, equal or unequal, as Trustee may deem appropriate for such purposes. Such payments may be made disproportionately as to each child, and no such advancements of principal shall be taken into account in computing the ultimate share of any person upon my spouse's death.

8.3 Priority of Beneficiaries' Interests. My first and primary priority concerning the Family Trust during the life of my spouse is the health, education, support and maintenance of my spouse, and the Trustee need not consider the interest of any other beneficiary in making distributions to my spouse for these purposes. My second priority concerning the Family Trust is the health, education, support and maintenance of my children. It is my wish, but not a requirement, 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, although the Trustee shall not be obligated to follow such suggestions. No beneficiary shall have the right to require that any distribution be made to such beneficiary or to any person or organization for the benefit of such beneficiary. The Trustee may, but need not, take into consideration the other income and resources of each beneficiary and any other trusts of which he or she is a beneficiary and which are known to the Trustee. No distribution to any beneficiary shall be deemed to be an advancement of any share or part of the Family Trust to which such beneficiary may be entitled hereunder upon the termination of same.

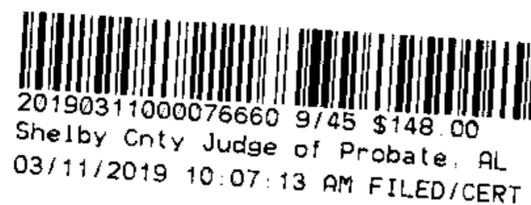
8.4 Disposition of Family Trust Upon Spouse's Death. Upon the death of my spouse, or upon my death if my spouse predeceases me, then unless my spouse has exercised the testamentary limited power of appointment granted to my spouse below, the Trustee shall allocate and distribute the Family Trust as follows:

(a) One-third (1/3) of the Family Trust shall be transferred and paid over to the Trustee of the Willingham Children's Trust, with all of the powers and duties granted


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to the said Trustee or Trustees under said Trust agreement, such Share to be added to the principal of such Trust as an integral part thereof, and held, administered and distributed in accordance with all the terms, conditions and limitations set forth in said Trust agreement.

(b) One-third (1/3) of the Family Trust ("Margaret's Share") shall be transferred and paid over to **MARGARET WARD WILLINGHAM**, absolutely, or if she is not living, to her then living lineal descendants, *per stirpes*, absolutely, or if she has no living lineal descendants, to my then living lineal descendants, *per stirpes*.

(c) The balance of the Family Trust ("Caroline's Share") shall be transferred and paid over to **CAROLINE WARD MIGUELEZ**, absolutely, or if she is not living, to her then living lineal descendants, *per stirpes*, absolutely, or if she has no living lineal descendants, to my then living lineal descendants, *per stirpes*.

(d) Notwithstanding the foregoing, if any share of Margaret's Share or Caroline's Share shall be allocated to **OLIVIA WEST WILLINGHAM**, then the share allocated to **OLIVIA WEST WILLINGHAM** shall be paid to the Trustee of the Willingham Children's Trust, with all of the powers and duties granted to the said Trustee or Trustees under said Trust agreement, such Share to be added to the principal of such Trust as an integral part thereof, and held, administered and distributed in accordance with all the terms, conditions and limitations set forth in said Trust agreement; provided, further, if any share of Margaret's Share or Caroline's Share shall be allocated to a descendant other than **OLIVIA WEST WILLINGHAM** who is under the age of twenty-five (25) years at the time of the distribution, then his or her share shall be paid to the Trustee herein named, to be held in trust, administered and distributed as provided in Article 10.

8.5 Testamentary Limited Power of Spouse to Appoint Property. My spouse, by specific reference to this provision in my spouse's valid Will, shall have the testamentary limited power of appointment to direct the Trustee to alter the disposition of the Family Trust as set forth in Section 8.4 hereof by allocating and distributing the trust property among such one or more of my descendants and any charitable organizations, in such manner, in equal or unequal proportions, in trust or otherwise, as my spouse may direct and appoint; provided, however, that under no conditions shall my spouse appoint any part of the Family Trust to my spouse, to my spouse's estate, to my spouse's creditors or to the creditors of my spouse's estate.

8.6 House Provision. If the Family Trust shall include an interest in any personal residence owned by me at my death, then the Trustee shall be authorized to retain and maintain


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such residence as an asset of the Family Trust for the occupancy, use and benefit of my spouse during my spouse's lifetime. During my spouse's occupancy of such residence, my spouse shall not be required to pay any rent, but shall be required to pay all taxes, assessments, insurance premiums and the costs of repairs or maintenance associated with such residence. If at any time my spouse notifies the Trustee in writing that my spouse desires to cease using such residence (or any subsequent residence purchased pursuant to this Section 8.6) and to occupy another residence, the Trustee shall be empowered and authorized to sell such residence and to purchase as an asset of the Family Trust an interest in such other residence as my spouse desires. My spouse shall have the same rights to the occupancy, use and benefit of the other residence so purchased as my spouse possessed with regards to the residence originally included in the Family Trust, and shall have the same requirements with respect to the costs and expenses thereof. Any amount by which the net proceeds of such sale exceed the purchase price shall be incorporated into the principal of the Family Trust. If at any time my spouse notifies the Trustee in writing that my spouse desires to cease using any residence as described in this Section 8.6, but my spouse does not wish the Trustee to purchase any other residence for my spouse's occupancy, or if the Trustee determines that my spouse has ceased to use such residence, the Trustee shall be empowered and authorized to sell such residence and to incorporate the net proceeds of such sale into the principal of the Family Trust.

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**ARTICLE 9
DISTRIBUTION OF ESTATE IF I AM NOT SURVIVED BY MY SPOUSE,
MY CHILDREN AND THEIR DESCENDANTS**

If at any time at or after my death, neither my spouse nor any descendants of mine are then living to whom any part of the income or principal of the Residue or of any trust created hereunder may be distributed, then my Personal Representative or the Trustee, as the case may be, shall apportion the Residue or the balance of such trust into two equal shares. One share shall be transferred and paid over to such persons who would be entitled to inherit said property and in the proportions as they would be entitled to inherit the same from me under the laws of Alabama had I died intestate as a resident of Alabama and had owned such property. The other


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share shall be transferred and paid over to such persons who would be entitled to inherit said property and in the proportions as they would be entitled to inherit the same from my spouse under the laws of Alabama had my spouse died intestate as a resident of Alabama and had owned such property.

**ARTICLE 10
TRUST FOR BENEFICIARY UNDER 25**

If any part or share of my estate or any trust created hereunder becomes distributable to a beneficiary who is then under the age of twenty-five (25) years and for whom no other share is then being held in trust, then though his or her share shall be vested in him or her, the Trustee shall continue to hold the same in trust with all of the powers and authority given to the Trustee with respect to other trust property held hereunder, until such beneficiary attains the age of twenty-five (25) years, as follows:

(a) **Discretionary Distribution of Income and Principal.** The Trustee shall use and apply for such beneficiary's health, education, support or maintenance such part of the net income and principal of such trust as the Trustee may deem necessary for said purposes, accumulating and adding to principal any income not so used at least annually.

(b) **Mandatory Distribution of Principal to Beneficiary.** The Trustee shall transfer and pay over all of such trust to such beneficiary free of trust when he or she attains the age of twenty-five (25) years. If such beneficiary shall die prior to attaining age twenty-five (25), the Trustee shall distribute all of such trust property to the personal representative of such beneficiary's probate estate.

**ARTICLE 11
TRUSTEE DISCRETION**

11.1 General Provisions Regarding Distributions. With respect to each trust created hereunder, the Trustee (a) may (except as otherwise specifically provided hereunder) pay all or part or none of the net income or principal of such trust or both; (b) may make unequal payments; (c) may from time to time exclude one or more (all or none) of the eligible beneficiaries from payments hereunder; (d) may make payments to any person even though payments could be made to the parent or ancestor of such person; and (e) may make payments to

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any person who is living at the time of such payments even though such person is not living at the time of the creation of such trust. Any part of the net income of such trust not so distributed shall be periodically, at least annually, incorporated into the principal of such trust. The Trustee may, but need not, take into consideration the other income and resources from other sources of each beneficiary and any other trusts of which he or she is a beneficiary and which are known to the Trustee.

11.2 Liberal Principal Distributions. It is my desire that the Trustee exercise the discretionary power to make principal distributions from the trusts created hereunder in accordance with the ascertainable standards set forth herein to or for the use and benefit of the beneficiaries thereof in a liberal manner, even to the point of distributing the entire amount of property contained in such trusts to the beneficiaries outright, since it is my intent that the beneficiaries be maintained in reasonable comfort rather than for the property contained in these trusts created hereunder to be solely preserved and conserved for the remaindermen of such trusts. Also, the Trustee should not hesitate to make unequal distributions to or for the benefit of my beneficiaries if such disproportionate distributions are advisable or necessary under the circumstances.

11.3 Authorization Regarding Residence. The Trustee shall be authorized to acquire, retain and grant any beneficiary of any trust created hereunder the right to personally occupy rent-free residential property owned by such trust or the right to use and enjoy rent-free any tangible personal property held in such trust as a part of its principal, regardless of lack of income, lack of diversification, or any other rule prohibiting same. The Trustee shall not be held liable for any consumption, damage, injury to, or loss of any such property so used, or for holding non-productive or wasting property, and such beneficiary shall not be held liable for any consumption, damage, injury to or loss of any such property.


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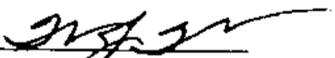
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ARTICLE 12
LIMITATIONS ON DISTRIBUTIONS OF PRINCIPAL AND INCOME

12.1 Limitations If Adverse Circumstances. Notwithstanding any other provision hereunder, if at any time prior to final distribution of any trust created hereunder (i) the Trustee learns or otherwise has knowledge that a beneficiary is involved in a divorce or other legal proceedings, is ill or incapacitated, or is bankrupt, insolvent, a judgment debtor or otherwise experiencing adverse financial circumstances; or (ii) other circumstances exist with respect to a beneficiary such that the Trustee, in the Trustee's discretion, shall determine (A) that a distribution of such trust is or may be subject to the claims of a spouse, a creditor or any other person, or (B) that such beneficiary's ability to reasonably, prudently and effectively manage and use such distribution is or may be impaired, then the Trustee may, in the Trustee's sole and absolute discretion, defer or withhold some part or all of such distribution until such time as the Trustee determines that such circumstances no longer exist or have been mitigated to such an extent that it is reasonably prudent to make such distribution or some part thereof. The decision of the Trustee to defer or withhold some part or all of any such distribution shall not be subject to question by such beneficiary or other interested person for making such decision in good faith. If the Trustee defers all or any part of the final distribution beyond the date for final distribution of such trust, then the Trustee may continue to distribute income or principal to or for the benefit of such beneficiary, as provided in this Article.

12.2 Limitations Because of Addiction, Incarceration, Mental Illness. In addition to Section 12.1, the Trustee shall be authorized, but not required, to withhold distributions of income and/or principal hereunder, regardless of whether or not otherwise required to be made herein, during any period a beneficiary hereof shall be (i) under the condition of addiction to alcohol, drugs or other chemical substances, (ii) incarcerated in any penal institution or previously convicted of any crime; or (iii) residing in a mental institution, either voluntarily or involuntarily. In making a determination as to whether a beneficiary is under the condition of addiction to alcohol, drugs or other chemical substances, the Trustee may conduct personal interviews and shall have the power to request that a beneficiary be examined by a physician


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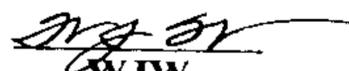
with any patient confidentiality being waived by such beneficiary for this purpose and/or submit to testing at a certified drug and alcohol testing facility of the Trustee's choice with the test results to be reported directly to the Trustee by the testing facility, all costs of same to be paid from the Trust. Any lack of cooperation by such beneficiary in this regard shall grant the Trustee the right to withhold any and all distributions to such beneficiary at the Trustee's discretion until he or she agrees to be examined by such physician and/or to submit to such testing with the results released to the Trustee. The Trustee is authorized to pay for a drug and alcohol rehabilitation program from the Trust should the beneficiary request such a program and the Trustee is convinced that such beneficiary is genuinely committed to such a program. The decision of the Trustee as to whether to defer or withhold some part or all of any such distribution shall not be subject to question by such beneficiary or any other interested person for making such decision in good faith.

12.3 Deferral Beyond Termination. If the Trustee defers all or any part of the final distribution beyond the date for final distribution of such trust, then the Trustee may continue to distribute income or principal to or for the benefit of such beneficiary, as provided in said trust. Nothing herein shall be interpreted in any manner that would force the Trustee to make a distribution which will be used to discharge the claims of any beneficiary's creditors.

**ARTICLE 13
POWERS, DUTIES AND RIGHTS OF THE TRUSTEE**

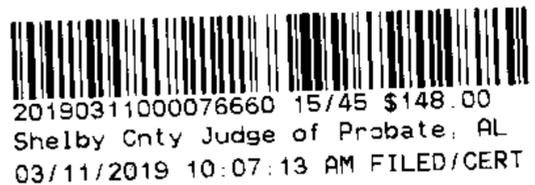
13.1 General Powers. In the management, care and disposition of any trust created hereunder (the "Trust"), the Trustee (and all successor Trustees) shall have, in addition to all general powers of trustees provided by Alabama law, all of the powers and authority the Trustee would have if the Trustee were the absolute owner thereof, including, but without limitation, the following powers, all of which may be exercised in the sole discretion of the Trustee (and all successor Trustees) and without order or approval or report to any court:

- (a) To collect the income therefrom.
- (b) To institute and defend any and all suits or legal proceedings relating to the trust in any court, and to employ counsel and to compromise or submit to arbitration


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all matters of dispute in which the trust may be involved, as in the judgment of the Trustee may be necessary or proper; to compromise, settle, arbitrate or defend any claim or demand in favor of or against the trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Trustee may deem necessary or advisable.

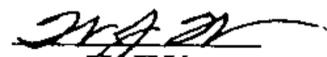
(c) To hold any property or securities originally received by the Trustee as a part of the Trust or to which the Trustee may become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family corporation, enterprise, partnership (whether general, limited or special), limited liability company, shares of regulated investment companies or trusts (whether open-end or closed-end), or any stock in any corporate trustee or the parent or other affiliated corporation of any corporate trustee serving hereunder, without regard to any statutory or constitutional limitations applicable to the investment of funds and though retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of the Trust.

(d) To retain, sell, auction, convey or exchange (at public or private sale); to lease or rent for a period beyond the possible termination of the Trust (or for a shorter period) for improvement or otherwise, provided that such period shall not exceed a period of ninety-nine (99) years; to grant options for or in connection with such purposes; and to otherwise dispose of any portion of the Trust, in such manner and upon such terms and conditions as the Trustee may approve.

(e) To invest and reinvest the Trust and the proceeds from the sale or disposal of any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, common trust funds, securities, shares of regulated investment companies or trusts, partnerships (whether general, limited or special), limited liability companies or other property, real or personal; to purchase or sell options for such purposes; to exercise options, rights or warrants; and to purchase securities or other property as to the Trustee may seem suitable, whether so called "legal" investments of trust funds or not.

(f) To hold, retain or acquire property or securities which, in the opinion of the Trustee, is for the best interests of the Trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

(g) To hold, retain, purchase, and acquire, as an asset of the Trust, any underproductive or unproductive property of every kind and description. On the sale of any underproductive or unproductive property, the Trustee shall credit all of the proceeds of the sale to the principal of the Trust, to the total exclusion of Trust income.


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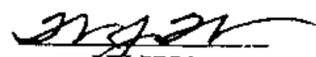
(h) To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution; to refrain from voting the same; to waive notice of any meeting and to give any consent for or with respect thereto; and to enter into or oppose, alone, or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

(i) To acquire, continue or dispose of any business enterprise without liability for such action, whether such enterprise be in the form of a sole proprietorship, partnership, corporation, limited liability company or otherwise; 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); 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 reasonable compensation.

(j) 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; and to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property.

(k) 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 of production in connection therewith; to clear, drain, ditch, make roads, fence and plant part or all of such real estate; 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 shorter period; to employ the methods of carrying on agriculture, animal husbandry and silviculture that are in use in the vicinity of any of such real estate or which the Trustee may deem 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 that the Trustee may deem necessary or desirable in such operation of farms and woodlands.

(l) 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


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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 other instruments or agreements in connection therewith as the Trustee may deem necessary or desirable.

(m) To borrow money for such time and upon such terms as the Trustee may deem appropriate, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder; and to execute any mortgage or collateral agreements as necessary.

(n) To advance money to any trust created hereunder for any purpose of such trust, and to repay the money so advanced with reasonable interest thereon from such trust or from any funds belonging thereto.

(o) To hold money in the custody of the Trustee while awaiting distribution or investment pursuant to the terms hereof, even though such money be commingled with the funds of the Trustee (in which case the Trustee shall keep a separate account of the same), and the Trustee shall not be required to pay interest thereon.

(p) To appoint, employ, remove and compensate such attorneys, tax advisors, accountants, investment advisors, appraisers, other agents and representatives, individual and corporate, as the Trustee may deem necessary or desirable for the administration of the Trust, and to treat as an expense of the Trust any compensation so paid.

(q) To hold property or securities in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relation.

(r) To keep any property constituting a part of the 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 Trustees may deem necessary or desirable.

(s) 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; to apportion between principal and income any loss or expenditure in connection with the Trust as the Trustee may deem just and equitable; provided that such powers shall be exercised in accordance with the provisions of the Alabama Principal and Income Act. Notwithstanding the foregoing, any proceeds received by the Trustee from any "retirement plan," meaning any qualified pension plan, profit sharing plan, stock bonus plan, Keogh or other qualified plan, trust, contract, account, annuity or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement or similar


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arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received.

(t) To pay any expense reasonably necessary for the administration of the Trust, and to charge such expense to income or to principal, in accordance with the Alabama Principal and Income Act.

(u) To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

(v) To enter into or continue any partnership agreement or arrangement with others or to accept the assignment or otherwise acquire, hold and dispose of interests in partnerships, and in doing so to become either a general or limited partner.

(w) To merge and consolidate at any time all the Trust property with the trust property of any trust held 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.

(x) To combine or otherwise merge two or more trusts or shares hereunder into a single trust or share if they have substantially the same provisions and beneficiaries, or to hold and administer such trusts or shares as separate trusts or shares.

(y) To hold, as a matter of administrative convenience, any two or more trusts for the same beneficiary or beneficiaries as a single trust, without physically dividing the same until actual division becomes necessary in order to make a distribution, making division thereof only upon books of account by proper entries and allocating to each trust its proportionate share of receipts and expenditures; but such failure to make division shall not change the beneficial interest of any person nor defer the vesting of any estate that would otherwise vest.

(z) To make transfers pursuant to the Uniform Transfers (or Gifts) to Minors Act effective in the state of residence of such beneficiary to whom such transfer may be made.

(aa) To open and maintain one or more accounts for the deposit of funds in any bank or trust company (including a corporate Trustee hereunder) or with any other financial institution (including any brokerage firm or other company maintaining "money market," cash management or other similar accounts), and to deposit to the credit of such account or accounts all of the funds belonging to the trust which may at the time be in the possession of the Trustee; from time to time to withdraw a portion or all of said funds so


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deposited by check or draft signed by the Trustee, and any such bank, trust company or financial institution is hereby authorized to pay such checks or drafts and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more proper agents the right to sign checks or drafts against the aforementioned account or accounts for the purposes of the trust, and any bank, trust company or financial institution in which said account or accounts are maintained is hereby authorized and directed to pay such checks or drafts, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument in writing deposited with the said bank, trust company or financial institution by the Trustee.

(bb) To acquire as an asset of the trust a life insurance policy on the life of any person to whom the income of the trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustee may deem advisable; to pay premiums on all such insurance policies, from income or principal, or both, as the Trustee may determine; and all such insurance shall be payable to, and all incidents of ownership vested in, the Trustee.

(cc) To transfer the situs of any trust estate to such other place as in the Trustee's opinion shall be for the best interests of the trust and of the beneficiaries hereunder.

(dd) To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee may also be the fiduciary or one of the fiduciaries of the other trust or estate.

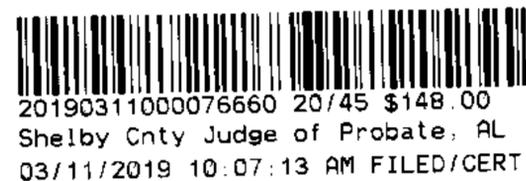
(ee) To (i) conduct environmental assessments, audits and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on the Trustee's 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 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.

13.2 Duration of Powers. 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.


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13.3 Accrual of Income from Date of My Death Until Establishment of Trust. The income of any trust created hereunder at my death shall accrue from the date of my death, and until the trust is established, I authorize the Trustee in the absolute discretion of the Trustee, to pay to the respective income beneficiary from the Trust, as advance payments of income, such sums as, in the sole judgment of the Trustee, are not in excess of the net income which such income beneficiary would have been entitled to receive from the trust had it been established. If any such sum is paid from the principal of the trust, it shall be a temporary advance to be restored to the principal from income otherwise payable to the beneficiary to whom the advance is made.

13.4 Form of Distributions. The Trustee shall have discretion to select property and any undivided interest therein to be allocated to any separate trust created in this Will. Such distributions shall be made in the sole discretion of the Trustee in cash, in kind, or partly in cash and partly in kind, on a pro rata basis or on a non-pro rata basis, including undivided interests in property, without regard to the basis for income tax purposes of any property so distributed or divided in kind. The Trustee may choose which assets shall be used to fund such distributions or separate shares or trusts, without being required to fund a distribution, share or trust with a pro rata portion of each asset.

13.5 Facility of Payment. If at any time a beneficiary eligible to receive net income or principal distributions is under a legal disability, or in the opinion of the Trustee is incapable of properly managing his or her financial affairs, then the Trustee may make such distributions directly to such beneficiary, to a lawful guardian of such beneficiary, to a custodian selected by the Trustee for such beneficiary pursuant to a Uniform Transfers (or Gifts) to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of such beneficiary in such manner as the Trustee may consider advisable. The term "lawful guardian" means successively in the order named: (i) the court-appointed conservator of the estate of such beneficiary; (ii) a parent of such beneficiary; or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no conservator of the estate of the beneficiary has been appointed.


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13.6 Limitation on Trustee's Powers. Notwithstanding any other provision of this Will, the general discretionary powers of a trustee hereunder are limited so that (i) no such trustee shall participate in any decision regarding a discretionary distribution to such trustee personally, except to the extent governed by and made pursuant to a standard under this Will that constitutes an ascertainable standard within the meaning of Section 2041 and Section 2514 of the Code; and (ii) no such trustee may use income or principal of any trust created hereunder to discharge the legal obligation of such trustee individually to support or educate a beneficiary hereunder.

13.7 Accountings by Trustee. If requested, the Trustee shall furnish annual statements, based upon a calendar year accounting period, to each current income beneficiary who is of legal majority and capacity and to the legal representative or adult having custody of any current income beneficiary who is not of legal majority and capacity, showing the property held in trust for the benefit of that person at the close of the accounting period and all receipts and disbursements made during that period.

13.8 Requirement to Deal at Arm's Length. No powers of the Trustee enumerated herein or now or hereafter conferred upon trustees generally shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of all or any part of the principal or income of the trusts created hereunder for less than adequate consideration in money or money's worth, or to enable any person to borrow any part of the principal or income of the Trust, directly or indirectly, without adequate interest and security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of the Trust, to control the investment of the Trust, to veto proposed investments or reinvestments, or to acquire or exchange any property of the trusts created hereunder by substituting other property of an equivalent value.

13.9 Third Party Protections. No corporation, transfer agent or other person dealing with the Trustee shall be obligated to follow the application of any money or property delivered to the Trustee or to examine the terms upon which any property is held by the Trustee. Any such corporation, transfer agent or other person may deal with any such property and with the Trustee


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as if the Trustee were the owner thereof, free of any trust, and the certificate of the Trustee that the Trustee is acting in compliance with this Will shall fully protect all persons dealing with the Trustee.

13.10 Discharge of Liability. Upon making any payment or transfer hereunder, the Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when final payment or transfer is made from the principal of any trust created hereunder, such trust shall terminate and the Trustee shall be fully discharged as to such trust.

13.11 Exoneration from Environmental Liability. The Trustee (and any successor trustee) shall not be personally liable to any beneficiary or other party interested in any trust created hereunder or to any third parties, for any claim against any trust created hereunder for any loss or depreciation in value of any trust created hereunder as a result of the Trustee's retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action, including any reporting of or response to (i) the contamination of trust property by hazardous substances; or (ii) violations of any environmental laws related to any trust created hereunder; provided that the Trustee shall not be excused from liability for the Trustee's own gross negligence in the administration of the estate property or wrongful or willful acts.

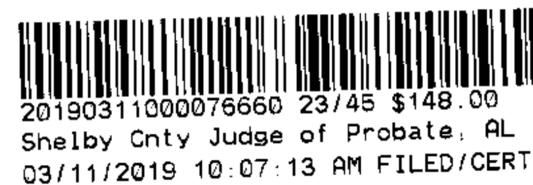
13.12 Environmental Indemnification. To the maximum extent permitted by law, the Trustee may withhold a distribution to a beneficiary of any trust created hereunder until the Trustee receives from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims 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 pursuant to this Section which would in any way jeopardize any federal or state marital deduction for property passing at my death.

13.13 Relief from Duty of Diversification. The Trustee shall be authorized to retain any property transferred to the Trust by me or any other individual, without regard to any


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requirement of diversification otherwise imposed by law or government regulations, and shall not be liable to any person for any loss or decrease in the value of such property while retained by the Trustee. The Trust is not subject to, and the Trustee is not required to comply with, any prudent investor rule. Rather, except as may be otherwise herein specifically provided, the Trustee shall have as wide a latitude in the selection, retention or making of investments as an individual would have in retaining or investing his or her own funds, and shall not be limited to, nor bound by, any rules of law, statutes or regulations respecting investments by trustees. Investments may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustee may delegate investment and management functions by hiring an investment advisor.

13.14 Right of Delegation. Any individual Trustee may by instrument delegate to any person, firm or corporation at any time or times the right to sign checks and make deposits for the Trustee. The Trustee may delegate investment and management functions by hiring an investment advisor.

13.15 Dealing with Related Parties. The Trustee may deal with any person or entity regardless of any relationship or identity of the Trustee to or with that person or entity, and may hold or invest all or any part of the Trust in common or undivided interests with that person or entity.

13.16 Trustee Indemnification. To the extent allowable under applicable law, the Trustee shall be entitled to indemnification from the Trust against all judgments and claims against the Trustee relating to any cost, damage, expense or other damage incurred by reason of any action taken or omitted to be taken by the Trustee, if taken or omitted in good faith and reasonably believed by the Trustee to be in accordance with the provisions and intent hereof, including reasonable attorney's fees incurred by such Trustee in connection with the defense of any claim or action based on any such act or omission.

13.17 Trustee Liability Generally. To the extent allowable under applicable law, the Trustee shall not incur any liability by reason of any error of judgment, mistake of law or action of any kind taken or omitted to be taken hereunder if taken or omitted in good faith and



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reasonably believed by the Trustee to be in accordance with the provisions and intent hereof. No Trustee shall be liable for any action taken or not taken in reliance upon the opinion or advice of legal counsel.

13.18 Right to Consolidate Funds. If allocation of the assets of the Trust to trusts for my children or their descendants becomes necessary for any reason, then the Trustee shall not be required to make physical division of the Trust property, except when necessary for the purposes of distribution, but may keep the trusts in one or more consolidated funds. As to each consolidated fund, the division into the various shares comprising such fund need be made only on the Trustee's books of account, from which each trust shall be allotted its proportionate part of the principal and income of the funds and charged with its proportionate part of expenses thereof.

**ARTICLE 14
SUCCESSOR PERSONAL REPRESENTATIVES AND TRUSTEES**

14.1 Right of Personal Representative or Trustee to Resign. Any Personal Representative or Trustee may resign upon ninety (90) days written notice to my spouse, if my spouse is then living, and if not, to my then living children. No resignation by a sole Personal Representative or Trustee shall be effective until a successor Personal Representative or Trustee has accepted appointment and has qualified to serve as Personal Representative or Trustee.

14.2 Right of Spouse to Appoint, Remove, Rearrange Trustee. Notwithstanding any appointment of a successor Trustee, my spouse shall have the right at any time during my spouse's lifetime to (i) add successor Trustee(s) in such order as my spouse deems appropriate, (ii) remove any Trustee(s) serving hereunder, or (iii) rearrange the order of succession of Trustee(s) appointed hereunder. Such right of appointment, rearrangement or removal shall be exercised by written instrument signed and acknowledged by my spouse. If the Trustee being appointed, removed, or rearranged will serve immediately or is then serving as Trustee, then a copy of such written instrument shall be delivered to the Trustee being removed, added or whose order of succession is being rearranged. Such written instrument shall be retained with the Trust instrument.

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14.3 Appointment of Successor Personal Representative or Trustee by Beneficiaries. If any Personal Representative or Trustee shall resign or otherwise cease to serve hereunder, and if no successor Personal Representative or Trustee designated herein or appointed as provided above is available to serve in such capacity, then a successor Personal Representative or Trustee shall be appointed by my spouse, if my spouse shall then be living, and if not, then a successor Personal Representative or Trustee shall be appointed by a majority of my then living children. Such right of appointment of a successor Personal Representative or Trustee shall be exercised by written instrument signed and acknowledged by the person or persons having such right and delivered to the appointed successor Personal Representative or Trustee.

14.4 Rights of Successor Personal Representative and Trustee. Any successor Personal Representative or Trustee shall be vested with all of the duties, rights, powers (whether discretionary or otherwise) and exemptions as if originally named as Personal Representative or Trustee. A successor Personal Representative or Trustee shall neither be liable or responsible in any way for the actions or defaults of any predecessor, nor have any loss or expense from or occasioned by anything done or neglected to be done by any predecessor, but such successor shall be liable only for its own actions and defaults with respect to property actually received as such Personal Representative or Trustee. Any successor Personal Representative or Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor as a full and complete discharge of the predecessor, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without the necessity of any court proceedings or judicial supervision or approval regardless of any beneficial vested or contingent interests of any minors, incompetent beneficiaries, or unborn beneficiaries.

14.5 Examination of Accountings. No Personal Representative or Trustee is required to question any actions, omissions, accountings, or other records of any prior Personal Representative or Trustee, or of the fiduciary of any other estate or trust from which assets are given or devised to any trust created pursuant to this Will. Any beneficiary who requests such an examination shall pay all fiduciary and legal charges and expenses incurred in such examination,


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and my Personal Representative or the Trustee, as the case may be, may offset those costs directly against any payment otherwise to be made to such beneficiary pursuant to this Will.

14.6 Power of Beneficiaries to Remove and Replace Corporate Trustee. A corporate Trustee may be removed and a new corporate Trustee appointed by a majority in number of the beneficiaries to whom the current trust net income may be distributed. Written notice to the then serving corporate Trustee shall be delivered to such corporate Trustee at least sixty (60) days before the appointment of the successor corporate Trustee is to take effect. Such writing shall be executed with all of the formalities of a deed, and shall designate therein the successor corporate Trustee, which shall have the same rights, powers, and duties thereafter as herein given to the predecessor corporate Trustee. If any person so entitled to act is under a legal disability, then the instrument of appointment or approval may be signed on his or her behalf by (i) the duly appointed conservator of his or her estate; (ii) either parent; or (iii) the guardian of the person (which guardian need not be court appointed) for whose estate no conservator has been appointed. After receipt of said notice, the corporate Trustee to be replaced shall deliver to the substituted corporate Trustee all such trust property remaining in its possession belonging to such trust, and shall execute all instruments necessary to pass title from itself as corporate Trustee to the substituted corporate Trustee. Upon the completion of said transfer in accordance with the provisions hereof, the replaced corporate Trustee shall stand discharged as a Trustee hereunder. Similar subsequent changes in the corporate Trustee may be made under the same conditions and following the same procedure.

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**ARTICLE 15
POWERS, DUTIES AND RIGHTS OF MY PERSONAL REPRESENTATIVE**

15.1 General Powers. I hereby vest in my Personal Representative the same full powers of management, control and disposition, rights, immunities and duties over my estate as are given to the Trustee with respect to any trust created hereunder.

15.2 Form of Distributions. My Personal Representative shall have the discretion to select property and any undivided interest therein to be distributed in satisfaction of any general devise provided for herein. Such distributions shall be made in the sole discretion of my

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Personal Representative in cash, in kind, or partly in cash and partly in kind, on a pro rata basis or on a non-pro rata basis, including undivided interests in property, without regard to the basis for income tax purposes of any property so distributed or divided in kind. My Personal Representative may choose which assets shall be used to fund such distributions or separate shares or trusts, without being required to fund a distribution, share or trust with a pro rate portion of each asset.

15.3 Authority to Make Tax Elections. My Personal Representative shall make such elections and decisions concerning taxes involving my estate as my Personal Representative shall consider advisable, without regard to, or adjustments between, principal and income or the relative interests of beneficiaries.

15.4 Authority to File Income Tax Returns. I authorize my Personal Representative to join with my spouse or the personal representative of my spouse's estate to file joint income tax returns for any periods for which such returns may be filed. I further authorize my Personal Representative to agree with my spouse or the personal representative of my spouse's estate (i) as to how the liability for the income tax, including interest or penalties thereon, arising out of the filing of such joint income tax returns shall be borne as between my estate and my spouse or my spouse's estate; (ii) as to whom (as between my spouse and my spouse's estate and my estate) shall be entitled to any refund or credit of any such income tax and the interest thereon; and (iii) as to whom (as between my spouse and my spouse's estate and my estate) shall be entitled to the benefit, refund or credit of any amount paid on account of any declaration of estimated income tax filed by me or by my spouse.

15.5 Facility of Payment. If any portion of my estate is distributable to a devisee who is under a legal disability, or in the opinion of my Personal Representative is incapable of properly managing his or her financial affairs, then my Personal Representative may make such distributions directly to such devisee, to a lawful guardian of such devisee, or to a custodian selected by my Personal Representative for such devisee pursuant to a Uniform Transfers (or Gifts) to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of such devisee in such manner as my Personal Representative may


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consider advisable. The term "lawful guardian" means successively in the order named: (i) the court-appointed conservator of the estate of such devisee; (ii) a parent of such devisee; or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no conservator of the estate of the devisee has been appointed.

15.6 Discharge of Liability. Upon making any payment or transfer hereunder, my Personal Representative shall be discharged as to such payment or transfer without liability for the subsequent application thereof.

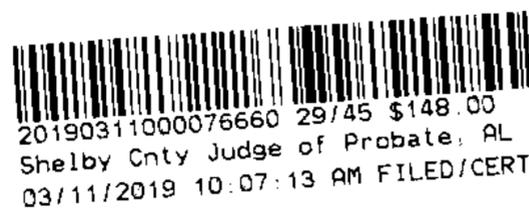
15.7 Exoneration from Environmental Liability. My Personal Representative (and any successor Personal Representative) shall not be personally liable to any devisee or other party interested in my estate or to any third parties, for any claim against my estate for any loss or depreciation in value of my estate as a result of my Personal Representative's retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action, 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 my Personal Representative's own gross negligence in the administration of the estate property or wrongful or willful acts.

15.8 Environmental Indemnification. To the maximum extent permitted by law, my Personal Representative may withhold a distribution to a devisee hereunder until my Personal Representative receives from the devisee an indemnification agreement in which the devisee agrees to indemnify my Personal Representative against any claims against my Personal Representative as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder or any other environmental law; provided that my Personal Representative may not take any action pursuant to this Section which would in any way jeopardize any federal or state marital deduction or charitable deduction for property passing at my death.

15.9 Settlement of Estate by Consent. It is my desire to reduce the expenses of administration of my estate as much as possible, and to permit a settlement of my estate by


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consent which shall be effective with respect to each beneficiary hereof, notwithstanding that my Personal Representative and the Trustee named herein or in the Willingham Children's Trust may be one and the same or that a beneficiary who is legally incompetent 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 of 1975, as amended. Accordingly, I direct that my Personal Representative may make distributions of my probate estate to the Trustee, and shall be discharged and relieved of all obligations to the Trustee and the beneficiaries of each trust, as provided by any one or more written instruments executed by the Trustee in such capacity as Trustee and by the Trustee on behalf of the beneficiaries of each such trust. In the event any individual entitled to receive property outright under this Will shall not be living at the time for settlement of my estate, the instrument acknowledging consent on behalf of such individual beneficiary may be executed by the personal representative, beneficiaries or heirs of such deceased beneficiary in his or her stead. In the event any individual entitled to receive property outright under this Will is legally incompetent at the time for settlement of my estate, an instrument acknowledging consent to such settlement may be executed by such individual beneficiary's parent, guardian, conservator or custodian. Likewise, it is my desire that any trust created hereunder may be settled, and the Trustee discharged, by consent without notice and without any court proceeding, it being my desire that any such trust may be settled as expeditiously and economically as possible. Accordingly, I do hereby authorize any parent, guardian, conservator or custodian (who may be appointed by the Trustee) to act as a virtual representative for any beneficiary who is then unborn or legally incompetent, 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 such trust; and any and all actions taken by such virtual representative shall fully and completely bind such beneficiary and his or her lineal descendants or other appointees.

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**ARTICLE 16
RETIREMENT PLANS**

16.1 Definition. For purposes of this Will, a "Retirement Plan" shall include (i) a qualified retirement plan under Section 401(a) or 401(k) of the Code; (ii) a tax-sheltered annuity or deferred compensation plan under Section 403(a), 403(b) or 457 of the Code; (iii) a qualified individual retirement account under Section 408 or 408A of the Code; (iv) any other similar benefit or rights under other arrangements that will be subject to income taxation after my death; or (v) an account, subaccount or share of any of the above.

16.2 Funding. I may designate any of the trusts created hereunder as the beneficiary of one or more Retirement Plans. At the time of my death the Trustee shall direct that the account balance as of my death in any such Retirement Plan be distributed in installments at least annually to such trust in amounts equal to or greater than the minimum distributions required to be withdrawn from such Plan pursuant to Section 401(a)(9) of the Code and the Regulations thereunder. The Trustee, in the Trustee's discretion, shall exercise the right to determine the manner and timing of payments (by lump sum or otherwise) of benefits from the Retirement Plans provided that such exercise shall at all times be consistent with the minimum distribution rules under Section 401(a)(9) of the Code and the applicable Regulations.

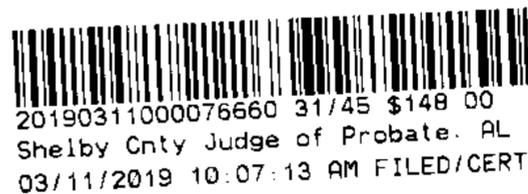
16.3 Special Power. Without in any way limiting the powers of the Trustee, I expressly authorize the Trustee to make direct "trustee-to-trustee" or similar type transfers of the assets contained in any Retirement Plan. For example, I authorize the Trustee to arrange for the direct transfer of assets in an inherited individual retirement account of which the Trustee is the beneficiary to another inherited individual retirement account of which the Trustee will be the beneficiary. The Trustee may divide any Retirement Plan into separate accounts or shares no later than the time prescribed by applicable Code and Regulations (currently September 30 of the year following my death). All distributions to the Trust shall be charged to the Trust's respective separate accounts or shares.

16.4 Estate Taxes, Debts and Expenses. The Trustee may pay such trust's share of my inheritance, estate or other death taxes incurred by reason of my death (including interest and


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penalties), if any, from any Retirement Plan payable to the trust as long as the Trustee does so before the time prescribed by applicable Code and Regulations (currently September 30 of the year following my death). No estate administration expenses or debts which are estate obligations shall be paid from any Retirement Plan payable to the Trust.

16.5 No Disclaimer. The Trustee shall not have any right to disclaim any assets contained in any Retirement Plan.

16.6 Intent. It is my intent to qualify all benefits from any Retirement Plans paid to the trust under the look-through rules of Section 401(a)(9) of the Code. In that way, the minimum required distributions from such Retirement Plans may be calculated and paid to such trust over the single life expectancy of the oldest living beneficiary, provided that the oldest possible Trust beneficiary for the Trust shall be my spouse, and the oldest living beneficiary for any other trust shall be my oldest living child. In this regard, the Trustee shall comply with all the procedural requirements of the Code and the applicable Regulations, including furnishing certain documentation to the administrator, custodian or trustee of each Retirement Plan in a timely manner. However, nothing in this Agreement should be construed or interpreted in any way as an assignment of any Retirement Plan benefits prior to my death. Furthermore, I expressly reserve the right during my lifetime to create, modify and amend any beneficiary designations regarding my Retirement Plans.

16.7 Limited Power to Amend. The Trustee may amend any trust created hereunder in any manner required for the sole purpose of insuring that the Trust or any trust created hereunder qualifies and continues to qualify after my death as a designated beneficiary for purposes of the minimum distribution rules under Section 401(a)(9) of the code and the applicable regulations. Any amendment may, by its terms, apply retroactively to the creation of the Trust or to my death, as the Trustee may determine, and shall be executed solely by the Trustee and attached to this Agreement as a written addendum.


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**ARTICLE 17
PAYMENT OF ESTATE TAXES**

17.1 Payment of Estate and Similar Taxes. All state inheritance and federal estate taxes (including penalties and interest, if any) payable by reason of my death shall, if my spouse survives me, be paid first from the Family Share, or if such Family Share is insufficient, out of the Marital Share. If my spouse predeceases me, then said taxes, interest and penalties shall be paid from the Residue. 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 (i) property in which I have a qualifying income interest for life; (ii) property over which I have a general power of appointment; or (iii) property which is included in my gross estate under Section 2036 of the Code, and on which taxes are not otherwise paid or payable.

17.2 Exclusions and Recapture. In determining the estate taxes to be charged against and paid out of specific property, the total taxes paid shall be calculated without the reduction in tax attributable to any election pursuant to Section 2032A of the Code (which relates to the special valuation of certain farm and business real property). If an election is made pursuant to Section 2032A(d) of the Code, then the benefit of the reduction in tax attributable to the election shall inure to the qualified heir who receives the property that is the subject of the election. Any additional tax imposed by Section 2032A(c) of the Code (which relate to the disposition of interest, the failure to use for qualified use, or the failure to materially participate in the property generating the reduction in tax) shall be charged against and paid out of the property generating such tax.

17.3 Interest on Deferred Payments. Notwithstanding any contrary provisions hereof, the interest on any taxes deferred pursuant to Sections 6161, 6163, or 6166 of the Code shall be charged against and paid out of the property generating the deferred taxes.

17.4 Assurances of Payment. Following my death, my Personal Representative may, in my Personal Representative's sole and absolute discretion, distribute property, in whole or in


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part, prior to final audit and settlement of the tax liabilities hereunder. My Personal Representative shall be so authorized even if the taxes may be altered thereafter, or the taxes to be charged against and paid out of such property are being deferred or otherwise have not been paid. As a prerequisite to such distribution, my Personal Representative may require the distributee to enter into such agreements as my Personal Representative shall deem appropriate to insure payment of the taxes. In the alternative, my Personal Representative may withhold distribution of such property until the final audit and settlement of the tax liabilities hereunder. My Personal Representative shall not be liable for withholding an insufficient amount as set off against the liability of a recipient or for failing to recover such taxes following reasonable efforts, and shall not be required to litigate to enforce payment unless indemnified against the costs thereof.

17.5 Generation-Skipping Transfer Taxes. Any GST tax resulting from a transfer occurring hereunder shall be charged to the property constituting the transfer in the manner provided by applicable law. No adjustments shall be made between principal, income or the interests of the beneficiaries, in order to compensate for the effects of any decisions, elections or allocations of exemptions made with respect to the GST tax.

ARTICLE 18 TERMINATION AND DISSOLUTION OF TRUST

18.1 Authority to Terminate and Dissolve Trusts After My Death. After my death, if at any time (i) during the continuation of any trust created hereunder; (ii) the creation of any trust hereunder; or (iii) the apportionment of a trust into separate shares or trusts, my Personal Representative or the Trustee, as the case may be, determines that (1) the creation or continuation of such trust would be economically unsound; (2) termination of such trust would better provide for the support and maintenance of the beneficiary or beneficiaries thereof; or (3) based on facts then known to the Trustee, it is no longer economical to continue to administer such trust, then my Personal Representative or the Trustee is authorized and directed to terminate or to fail to establish such trust, as the case may be, subject to the provisions of Section 18.3 of this Article. I hereby give my Personal Representative and the Trustee broad discretion to

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consider all factors such Personal Representative and Trustee shall deem appropriate including, but not being limited to, the size of the trust and changes in law.

18.2 Distribution of Property Upon Termination. Subject to the provisions of Section 18.3 of this Article hereof, if a trust to be terminated or dissolved is then benefiting a class of beneficiaries that includes my spouse, then my Personal Representative or the Trustee shall transfer and pay over the principal thereof to or for the benefit of my spouse. If such trust is then benefiting one or more of my children or their descendants or a class of beneficiaries that includes my children or their descendants but not my spouse, then my Personal Representative or the Trustee shall transfer and pay over the principal thereof to or for the benefit of such children or descendants, *per stirpes*. Otherwise, my Personal Representative or the Trustee shall transfer and pay over the principal thereof to or for the benefit of the beneficiaries who are then or would have been entitled to receive net income from such trust, and in the same proportions as they are or would have been entitled to receive such net income. My Personal Representative or the Trustee may make such transfers (i) to the beneficiary or beneficiaries outright and free from trust; (ii) to custodians designated by the Trustee for said beneficiaries pursuant to a Uniform Transfers (or Gifts) to Minors Act or any similar applicable law; (iii) to the trustee of any other trust that contains substantially the same provisions for said beneficiaries as does the terminated trust, to be merged with, administered and disposed of as part of such other trust; or (iv) to the Trustee of the WILLINGHAM CHILDREN'S TRUST.

18.3 Limitation on Authority to Terminate Trust. Notwithstanding the foregoing, no Personal Representative or Trustee shall have the power to terminate or to fail to establish a trust so long as such Personal Representative or Trustee is a beneficiary of such trust or is related or subordinate to any beneficiary of such trust under the terms of the Code. It is my intent that no power granted to my Personal Representative or the Trustee be a general power of appointment for federal estate tax purposes with regard to any beneficiary or my Personal Representative or the Trustee. Accordingly, no power granted to my Personal Representative or the Trustee shall be exercised or exercisable in a manner inconsistent with my overriding intent that the foregoing powers not constitute a general power of appointment for federal estate tax


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purposes. Any decision by my Personal Representative or the Trustee to terminate, to not terminate, or to fail to establish a trust, or to elect the form of payment, shall be made in the sole and absolute discretion of my Personal Representative or the Trustee, and my Personal Representative or the Trustee shall be relieved of all liability related thereto.

**ARTICLE 19
ALABAMA UNIFORM TRUST CODE PROVISIONS**

In accordance with the provisions of the Alabama Uniform Trust Code, ALA. CODE §19-3B (1975), and any successor statute thereto, the following shall apply:

19.1 Waiver of Trustee Duties to Inform or Provide Information. To the extent that such requirements can legally be waived under ALA. CODE §19-3B-105 (1975) and except as provided in Section 19.2 of this Article, all of the requirements of ALA. CODE §19-3B-813 (1975) are specifically waived including, but not limited to, any requirement to notify the beneficiaries or to provide the beneficiaries with a copy of the trust.

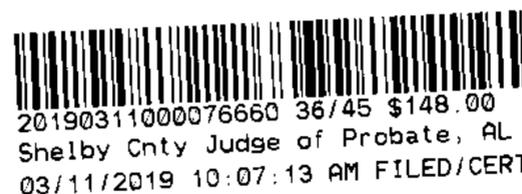
19.2 Trustee's Duty to Provide Annual Reports. The Trustee shall furnish annual statements, based upon a calendar year accounting period, to each current income beneficiary who is of legal majority and capacity, and to the legal representative or adult having custody of any current income beneficiary who is not of legal majority and capacity, showing the market value of the property held in trust for the benefit of that person at the close of the accounting period, all receipts and disbursements made during that period including any compensation paid to the Trustee, and any trust liabilities. The Trustee shall have no duty to furnish statements to any other beneficiary unless specifically requested by said beneficiary.

19.3 Method of Giving Notice. Permissible methods of giving notice under this Article include first-class mail, personal delivery, delivery to the person's last known place of residence or place of business, a properly directed electronic message, and any other method provided by the Alabama Rules of Civil Procedure.


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ARTICLE 20
GENERAL, ADMINISTRATIVE AND INTERPRETIVE PROVISIONS

20.1 Spendthrift Protection. Except as otherwise specifically provided in this Will, the Trustee shall not recognize any transfer, mortgage, pledge, hypothecation, anticipation, order or assignment by any beneficiary of such beneficiary's interest in any trust hereunder. The net income and principal of any such trust shall not be subject in any manner to transfer by operation of law except as specifically provided herein, and shall be exempt from the claims of creditors or other claimants, and any orders, decrees, levies, attachments, garnishments, executions and other legal and equitable processes or proceedings to the fullest extent permissible by law. The provisions of this Section shall not prevent the Trustee from making any such payment by depositing the payment in a bank or banking institution to the credit of such beneficiary or from making such payment in any other manner expressly provided for in this Will. No power of appointment or power of withdrawal shall be subject to involuntary exercise, but this provision shall not prevent or limit the voluntary exercise of, or transfer pursuant to the voluntary exercise of, any power of appointment or power of withdrawal granted hereunder. Notwithstanding the foregoing, my Personal Representative may not take any action pursuant to this Section which would in any way jeopardize any federal or state marital deduction for property passing at my death.

20.2 Marital Deduction Intention. It is my intention that the property allocated to the Marital Share shall constitute "qualified terminable interest property" as defined in Section 2056(b)(7)(B) of the Code, as to which the marital deduction provided by the Code will be allowed if my Personal Representative shall so elect. I hereby authorize my Personal Representative to make any full or partial election permitted by said Section with respect to all or any part of such property as, in the sole discretion of the Personal Representative, shall be in the best interests of my estate, the beneficiary of said Marital Share and the other beneficiaries of my estate, or to make no election with respect to such property, taking into consideration the circumstances prevailing after my death. My Personal Representative shall not be liable to my estate, or any current or future beneficiary or creditor of my estate on account of the Personal


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Representative having made or declined to make any election with respect to such property, unless such election is made or not made due to gross negligence or bad faith on the part of the Personal Representative.

20.3 Rule Against Perpetuities. If a trust created hereunder does not terminate pursuant to the foregoing provisions prior to the expiration of twenty-one (21) years after the death of the last to die of the issue of my parents and my spouse's parents who were living on the date my power to revoke my Will terminated, then such trust shall terminate upon the expiration of such twenty-one (21) year period, and whatever property then remaining in such trust shall be distributed to the person for whose current benefit such trust then subsists. If such trust has more than one current beneficiary, then the Trustee shall distribute the trust property equally among the current beneficiaries of the trust who are non-skip persons (as defined in Section 2613(b) of the Code), or if all of the current beneficiaries are skip persons (as defined in Section 2613(a) of the Code), then the Trustee shall distribute the trust property equally among the current beneficiaries of such trust. The foregoing provisions of this Section shall not apply to (i) any trust to which the rule of perpetuities does not apply under applicable state law; and (ii) any trust to which the rule against perpetuities does not apply if the trust so specifies, it being my intent that the rule of perpetuities shall only apply where required by applicable law.

20.4 Simultaneous Death. If my spouse and I die simultaneously or in circumstances which make it difficult to determine which of us died first, then I direct that my spouse shall be deemed to have survived me for purposes of this Will. If any other devisee under this Will and I die simultaneously or in circumstances which make it difficult to determine which of us died first, then I direct that such devisee shall be deemed to have predeceased me for the purpose of this Will, and I further direct that the provisions of this Will shall be construed upon that assumption, irrespective of any provisions of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

20.5 90-Day Survivorship Requirement. Notwithstanding the assumptions regarding survivorship as set forth herein, for all purposes of this Will, a descendant of mine who dies no later than ninety (90) days after the date of my death shall be treated as having predeceased me.

[Handwritten Signature]
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20.6 Provisions for My Spouse. The provisions made for my spouse in this Will are in lieu of the homestead allowance, exempt property allowance, family allowance and any and all other rights in my estate, statutory or otherwise.

20.7 Pretermitted Heir. 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.

20.8 Charitable Organizations. As used herein, the term "charitable organizations" shall mean those organizations described in Sections 642(c), 2055(a)(2) and 2522(a)(2) of the Code.

20.9 Ancillary Probate. If it becomes necessary or appropriate to have administration of my estate or of any trust or share thereof in any state other than Alabama and my Personal Representative does not qualify to serve, then my Personal Representative may nominate and appoint any person or organization as an ancillary administrator thereof, and may compensate such ancillary administrator for such services. Such ancillary administrator shall complete its administration and make such disposition of the property so administered as my Personal Representative may require, and in so doing shall have the same rights, powers, duties and discretion conferred upon my Personal Representative herein.

20.10 Accrued and Undistributed Income. All net income accrued or undistributed at the termination of any interest shall be prorated between the beneficiary whose interest has terminated and the next beneficiary in interest.

20.11 Exercise of Testamentary Powers of Appointment. In the exercise of any testamentary power of appointment granted herein, the holder of such power may exercise such power only by the holder's valid Will, making specific reference to such power of appointment. In determining whether a testamentary power of appointment has been exercised, the Trustee may rely on a Will admitted to probate in the jurisdiction of the holder of the power. In the absence of actual knowledge of such a Will, the Trustee, within six (6) months after the holder's death, may assume that the holder left no Will. The holder of the power may generally appoint in any lawful manner including (i) making appointments outright or in trust; (ii) selecting


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trustees and providing administrative powers if the holder appoints in trust; (iii) creating new powers of appointment; (iv) creating life interests or other limited interests in an appointee with future interests in favor of other appointees; (v) imposing lawful conditions on an appointment; and (vi) appointing different types of interests to selected appointees. If the power of appointment is limited to members of a restricted group, then the appointment shall not benefit, directly or indirectly, persons other than members of the restricted group who are the objects of the power of appointment. The provisions of a power of appointment that is limited to members of a restricted group shall not be construed (i) as authorizing such holder to appoint to such holder, to such holder's creditors, to such holder's estate or to the creditors of such holder's estate; (ii) as authorizing such holder to discharge any legal obligation by any appointment such holder shall make; or (iii) as authorizing such holder to appoint any insurance or the proceeds of any insurance on such holder's life.

20.12 Disclaimers of Powers of Appointment Created Herein. Every power of appointment granted herein may be disclaimed, renounced or released, in whole or in part, by the holder of that power and may be reduced by the holder of that power so as to reduce or limit objects in whose favor it would otherwise be exercisable. Any power of appointment granted herein may be disclaimed, renounced, released or reduced by an acknowledged written instrument executed by the holder of that power and delivered to the Trustee.

20.13 Incapacity. An individual or Personal Representative shall be deemed to be incapacitated if (i) such individual is a minor; (ii) such individual is under a legal disability; or (iii) such individual is in any condition (whether temporary or permanent) which substantially impairs that individual's ability to transact ordinary business as certified in writing by (a) the principal physician attending to such person's care and by one additional physician who is qualified to make such a determination; or (b) a court. Each individual or fiduciary, by accepting the benefits or office hereunder, agrees to cooperate in any examination and to waive any doctor-patient privilege with respect to the results of such examination to the extent required to implement this Section.



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20.14 Definition of Descendants and Adopted Persons. As used herein, the terms "descendants" and "lineal descendants" are intended to include any persons heretofore or hereafter born to or adopted by the designated ancestor. Any adopted person and his or her descendants shall be considered descendants of the adoptive parents and of the ancestors of such adoptive parents for all purposes hereunder, whether such adoption occurs before or after the execution of this Will; provided that such adoption occurs prior to the adopted person attaining fourteen (14) years of age.

20.15 Definition of Education. As used throughout this Agreement, the term "education" shall be broadly construed and shall include all expenses of public or private education at the elementary and secondary school level, college, graduate and professional schools, and specialized and vocational training, whether full-time or part-time. Such expenses shall include, but are not limited to, tuition, fees, books, supplies, computers and other equipment, room and board, travel between school and the beneficiary's permanent residence, travel programs sponsored by the school (whether domestic or international), and expenses of extracurricular activities sponsored by the school.

20.16 Reference to Internal Revenue Code and Treasury Regulations. As used herein, the term "Code" means the Internal Revenue Code of 1986, as amended from time to time, including any successor statute. All references to "Regulations" are references to the U.S. Treasury Regulations published under 26 CFR as in effect on the date of execution of this Will, or, if any such regulation is amended or superseded thereafter, then to the regulation (or any successor regulation) as so amended.

20.17 Partial Invalidity. The invalidity of any devise, term, condition or provision hereof, or the invalidity of any limitation over or interest intended to be given or made hereunder (whether in whole or in part), shall not be considered materially to disturb the plan of distribution created hereunder or to affect the validity of any other devise, term, condition, provision, limitation over or interest given or created hereunder.

20.18 Construction. Reference in this Will to any gender includes either masculine, feminine or neuter, as appropriate, and reference to any number includes both singular and plural


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where the context so permits or requires. Use of descriptive titles for articles and sections in this Will is for the purposes of convenience only and is not intended to restrict the application of those provisions nor the construction of this Will.

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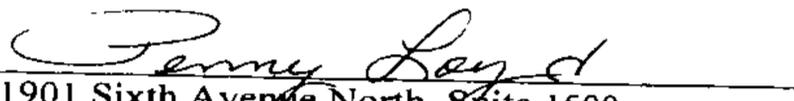
I, **WILLIAM JOSEPH WARD**, the Testator, sign my name to this instrument this 25th day of February, 2011, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as 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.


WILLIAM JOSEPH WARD

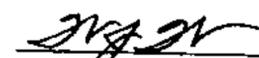
We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly, and that each of us, in the presence and hearing of the Testator and each other, 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.

WITNESSES:


1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203


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Birmingham, Alabama 35203

18BHM02648


WJW

18BHM02648



STATE OF ALABAMA }
:
JEFFERSON COUNTY }

Subscribed, sworn and acknowledged before me by **WILLIAM JOSEPH WARD**, the Testator, and subscribed and sworn before me by Amy Adams and Penny Loyd, witnesses, this 25 day of February, 2011.

[Signature]
Notary Public
My Commission Expires: 12/3/13

[S E A L]

This Document Prepared by:

Amy D. Adams
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203
205-251-8100

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[Signature]
WJW

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Shelby Cnty Judge of Probate, AL
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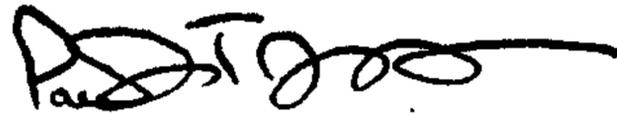
CERTIFICATE TO COPIES

**STATE OF ALABAMA
JEFFERSON COUNTY**

**PROBATE COURT
CASE NO. 18BHM02648**

I, Pamela Jones, Chief Clerk of the Court of Probate, 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**, in the matter of the estate of **WILLIAM JOSEPH WARD, DECEASED** as the same appears on file and of record, in this office.

Given under my hand and seal of said Court this date,
March 7, 2019.



Chief Clerk


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Shelby Cnty Judge of Probate, AL
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