

IN THE MATTER OF THE ESTATE) IN THE PROBATE COURT OF
)
OF HOPE W. WILLIAMS,) JEFFERSON COUNTY, ALABAMA
Aka Pauline Hope White Williams
DECEASED.) CASE NO. 18BHM01995

PETITION FOR PROBATE OF WILL

TO THE JUDGE OF SAID COURT, THE HONORABLE ALAN L. KING:

Come your petitioners, J.T. Hunter Williams and John W. Williams, and respectfully show unto Your Honor the following facts:

1. Hope W. Williams died in Jefferson County, Alabama, on or about August 10, 2018. The decedent was an inhabitant of Jefferson County, Alabama, at the time of her death.

2. Surrendered herewith is an instrument dated September 30, 2002, which your petitioner verily believes and avers to be the decedent's Last Will and Testament, which was duly signed by the decedent when over twenty-one (21) years of age and of sound mind, and which was duly attested by the following witnesses; namely,

Kirby Sevier	Birmingham, Alabama
Andrea R. Spencer	Chicago, Illinois

3. Said Will was simultaneously executed, attested and made self-proved by acknowledgment thereof by the decedent and affidavits of the witnesses, each made before an officer

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authorized to administer oaths under the laws of Alabama where execution occurred and evidenced by the officer's certificate, under official seal, in substantially the form as described in § 43-8-132 of the 1975 Code of Alabama, as amended.

4. Your petitioners are named as Executors in the Last Will and Testament of the decedent.

5. The following is a true, correct and complete list of the names, ages, conditions, relationships and addresses of the decedent's next of kin; namely,

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*C. Moltm
Williams
Spouse
predeceased*

<u>NAME, AGE, CONDITION, RELATIONSHIP</u>	<u>ADDRESS</u>
<i>W-</i> Charles M. Williams, Jr., over 21, of sound mind, son.	1424 Robert E. Lee Lane Brentwood, Tennessee 37027
<i>P-</i> J.T. Hunter Williams, over 21, of sound mind, son.	3012 Brookwood Road Birmingham, Alabama 35223
<i>P-</i> John W. Williams, over 21, of sound mind, son.	3835 South Cove Drive Birmingham, Alabama 35213
<i>W-</i> Kate Hope Williams Simpson, over 21, of sound mind, daughter.	2829 Argyle Road Birmingham, Alabama 35213

WHEREFORE, your petitioners pray that Your Honor will take jurisdiction of this Petition; will cause all such notices or citations to issue to the said next of kin and attesting witnesses as may be proper in the premises; and will cause such proceedings to be had and done and such proof to be taken and render such orders and decrees as will duly and legally effect the probate and record in this Court of said Will as the Last Will and Testament of said decedent.

J.T. Hunter Williams
J.T. HUNTER WILLIAMS
3012 Brookwood Road
Birmingham, Alabama 35223

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, Rhonda Largin Lusco, a Notary Public for said County in said State, personally appeared J.T. HUNTER WILLIAMS, who, being first duly sworn, makes oath that he has read the foregoing Petition and knows the contents thereof and is informed and believes, and upon such information and belief avers, that the facts alleged therein are true and correct.

J.T. Hunter Williams
J.T. HUNTER WILLIAMS

Sworn to and subscribed before me this the 15 day of August, 2018.

Rhonda Largin Lusco
NOTARY PUBLIC



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JOHN W. WILLIAMS
3012 Brookwood Road
Birmingham, Alabama 35223

STATE OF ALABAMA)

JEFFERSON COUNTY)

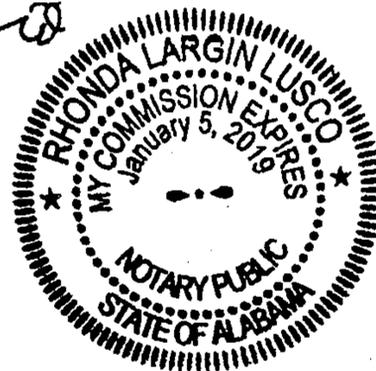
Before me, Rhonda Largin Lusco, a Notary Public for said County in said State, personally appeared JOHN W. WILLIAMS, who, being first duly sworn, makes oath that he has read the foregoing Petition and knows the contents thereof and is informed and believes, and upon such information and belief avers, that the facts alleged therein are true and correct.

Jww

JOHN W. WILLIAMS

Sworn to and subscribed before me this the 15 day of August, 2018.

Rhonda Largin Lusco
NOTARY PUBLIC



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PETITIONERS' ATTORNEYS:

Kirby Sevier
MAYNARD, COOPER & GALE, P.C.
1901 6th Avenue North
Suite 2400, Regions/Harbert Plaza
Birmingham, Alabama 35203
(205) 254-1000

FILED IN OFFICE THIS 22nd DAY OF
August, 2018, PRAYER
GRANTED AND PETITION ORDERED RECORDED
Sherrin C Fiday
JUDGE OF PROBATE

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LAST WILL AND TESTAMENT
OF
HOPE W. WILLIAMS

I, HOPE W. WILLIAMS, a resident of Jefferson County, State of Alabama, being of sound and disposing mind and memory, do make, publish and declare this instrument as and for my last will and testament, hereby revoking any and all former wills and codicils thereto heretofore made by me.

ITEM ONE

I direct that all my just debts, including the expenses of my last illness and funeral, shall first be paid out of my estate by my executor, hereinafter named, as soon as possible after my death.

ITEM TWO

I give and bequeath all household furniture, furnishings and effects (including, without limitation, appliances, furniture, furnishings, rugs, pictures, paintings, books, silver, plate, linen, china, glassware, antiques and objects of art), personal effects (including, without limitation, wearing apparel, jewelry, watches and all other articles of personal use or ornament) automobiles, boats and club memberships owned by me at the time of my death and not otherwise effectively bequeathed, together with all policies of insurance relating thereto, to my husband, C. Molton Williams, if he survives me. If my husband does not survive me, I give and bequeath the same to such of my children, Charles M. Williams, Jr., J.T. Hunter Williams, John W. Williams and Kate Hope Williams, as survive me, to be divided among them by my executor, in my executor's sole and absolute discretion, in as nearly equal proportions as may be practicable, having due regard for the personal preferences of my children. If I am not survived by my husband or by a child

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of mine, the gift provided by this Item shall lapse, and the property herein described shall become a part of my residuary estate.

I hereby vest in my executor full power and authority to determine what items of property pass under the provisions of this Item.

I may leave a written memorandum expressing my desires as to the disposition or division of some of the property described above. I urge that my wishes as so expressed be carried out. I do not intend, however, to impose any trust or other enforceable obligation by any such written memorandum.

ITEM THREE

In the event I should own at the time of my death any policies of insurance on the life of my husband, C. Molton Williams, I give and bequeath all my right, title and interest in and to such policies of insurance to such of my children, Charles M. Williams, Jr., J.T. Hunter Williams, John W. Williams and Kate Hope Williams, as survive me, in equal shares per capita or all to the survivor of them if only one of them survives me.

ITEM FOUR

1. If my husband, C. Molton Williams, survives me, I give and bequeath all of my stock in Molton, Allen & Williams Corporation, in Molton, Allen & Williams, Inc. and in Hope Management Company, Inc. to the trustees hereinafter named, in trust, nevertheless, to be held, managed and disposed of as a separate trust (herein referred to as "Marital Trust #2") for my husband's primary benefit in accordance with the provisions of ITEM NINE hereof. If my husband does not survive me, the gift provided by this

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paragraph 1 shall lapse, and the property herein described shall become a part of my residuary estate.

2. I give, devise and bequeath all my right, title and interest in and to any principal residence owned by me at the time of my death, together with any underlying or surrounding land and policies of insurance relating thereto, to my husband, C. Molton Williams, if he survives me, for the remainder of his lifetime, with remainder in fee simple absolute on his death to my issue then living, in equal shares per stirpes, subject to the provisions of ITEM THIRTEEN hereof. My husband shall have the exclusive and unrestricted right to use such property (including the right to continue to occupy the same as a personal residence or to rent the same and receive the income therefrom) for the remainder of his lifetime. My husband shall pay all charges incident to maintaining said property including, without limitation, all assessments, insurance premiums, taxes and ordinary repairs. My husband shall not be required to account for or repair any waste, injury or damage to, or depreciation of, said property, or to replace any part thereof that may be consumed, used up or destroyed, whether the same results from action or neglect on his part. My husband shall not be required to furnish or file in any court an inventory of the property herein devised to him for life, nor shall he be required to give bond or other security for the safekeeping thereof.

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ITEM FIVE

1. If my husband, C. Molton Williams, survives me and if any issue of mine survives me, the following sum shall be set aside by my executor and disposed of in accordance with paragraph 4 of this Item:

A sum equal to the largest amount that can pass free of federal estate tax under this Item by reason of the

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applicable credit amount as defined in § 2010(c) of the Internal Revenue Code (unified credit) and the state death tax credit (provided use of this credit does not require an increase in the state death taxes paid) allowable to my estate but no other credit and after taking into account all interests in property included in my gross estate for federal estate tax purposes that pass or have passed from me under previous Items of this will or outside of this will and that do not qualify (other than by reason of disclaimer or election or non-election) for the marital or charitable deduction and after taking into account all charges to principal that are not allowed as deductions in computing my federal estate tax.

2. In determining the above sum, the following shall be applicable:

A. Values as finally determined for federal estate purposes shall control.

B. Elections made with respect to the alternate valuation date and with respect to taking certain deductions for income tax purposes (rather than estate tax purposes) shall be final and binding and shall govern in all computations.

I recognize that there is a possibility that no sum may be disposed of by this Item.

3. In satisfying the above sum, the following shall be applicable:

A. The sum may be satisfied in kind, or partly in kind, by transferring securities or other property, including real estate and interests therein, at values as of the date of distribution.

B. The sum shall be satisfied to the extent possible by transferring assets, or the proceeds of assets, which would not qualify for the federal estate

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tax marital deduction if such assets passed from me to my said husband.

C. Except as required in the next preceding paragraph B, the selection of assets used in satisfying the sum shall not be subject to question by any legatee, devisee or beneficiary of any trust, and no adjustment shall be made for a disproportionate allocation of unrealized gain for federal income tax purposes.

4. My executor shall divide the above sum into a sufficient number of equal shares so that there shall be set aside one equal share for each child of mine surviving me and one equal share for the issue collectively surviving me of each child of mine who predeceases me leaving issue surviving me, such shares to be held or disposed of as follows:

A. With respect to each child of mine surviving me, I give, devise and bequeath one of such equal shares to such child.

B. With respect to each child of mine who predeceases me leaving issue surviving me, my executor shall further divide one of such equal shares among such living issue, in equal shares per stirpes, and with respect to each living issue entitled to a share or a portion of such share, I give, devise and bequeath such share or such portion to which he or she is entitled to him or her if he or she has attained the age of thirty (30) years, otherwise to the trustees hereinafter named, in trust, nevertheless, to be held, managed and disposed of as a separate trust for his or her primary benefit in accordance with the provisions of ITEM ELEVEN hereof.

5. If my husband does not survive me or if no issue of mine survives me, the gift herein provided shall lapse and become a part of my residuary estate.

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ITEM SIX

My residuary estate (meaning thereby the rest and residue of the property of whatsoever kind and character and wheresoever situated belonging to me at the time of my death and over which I have the power of disposition) shall be disposed of as follows:

1. If my husband, C. Molton Williams, survives me, my executor shall divide my residuary estate into two shares, one to be known as "Marital Share #1" and one to be known as "Marital Share #2." Marital Share #1 shall consist of an amount equal to the lesser of (a) my available GST exemption (as defined in ITEM EIGHTEEN hereof) not otherwise allocated or deemed allocated pursuant to other provisions of this will or applicable law, or (b) the value of my residuary estate; and the gift of Marital Share #1 herein shall be construed as a pecuniary legacy and not as a fractional share. Marital Share #2 shall consist of the balance, if any, of my residuary estate. Marital Share #1 and Marital Share #2 shall be disposed of as follows:

A. I give, devise and bequeath Marital Share #1 to the trustees hereinafter named, in trust, nevertheless, to be held, managed and disposed of as a separate trust for my husband's benefit (herein designated as "Marital Trust #1") in accordance with the provisions of ITEM EIGHT hereof.

B. I give, devise and bequeath Marital Share #2 to my husband.

2. If my husband, C. Molton Williams, does not survive me and if any issue of mine survives me, my executor shall divide my residuary estate into two shares, one to be known as "Issue Share #1" and one to be known as "Issue Share #2." Issue Share #1 shall consist of an amount equal to the lesser of (a) my available GST exemption (as defined in ITEM

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EIGHTEEN hereof) not otherwise allocated or deemed allocated pursuant to other provisions of this will or applicable law, or (b) the value of my residuary estate; and the gift of Issue Share #1 herein shall be construed as a pecuniary legacy and not as a fractional share. Issue Share #2 shall consist of the balance, if any, of my residuary estate. Issue Share #1 and Issue Share #2 shall be disposed of as follows:

A. My executor shall divide Issue Share #1 into a sufficient number of equal shares so that there shall be set aside one equal share for each child of mine surviving me and one equal share for the issue collectively surviving me of each child of mine who predeceases me leaving issue surviving me, such shares to be held or disposed of as follows:

(i) With respect to each child of mine surviving me, I give, devise and bequeath one of such equal shares to the trustees hereinafter named, in trust, nevertheless, to be held, managed and disposed of as a separate trust for such child's primary benefit in accordance with the provisions of ITEM TEN hereof.

(ii) With respect to each child of mine who predeceases me leaving issue surviving me, my executor shall further divide one of such equal shares among such living issue, in equal shares per stirpes, and with respect to each living issue entitled to a portion of such share, I give, devise and bequeath such portion to which he or she is entitled to him or her if he or she has attained the age of thirty (30) years, otherwise to the trustees hereinafter named, in trust, nevertheless, to be held, managed and disposed of as a separate trust

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for his or her benefit in accordance with the provisions of ITEM ELEVEN hereof.

B. My executor shall divide Issue Share #2 into a sufficient number of equal shares so that there shall be set aside one equal share for each child of mine surviving me and one equal share for the issue collectively surviving me of each child of mine who predeceases me leaving issue surviving me, such shares to be held or disposed of as follows:

(i) With respect to each child of mine surviving me, I give, devise and bequeath one of such equal shares to such child.

(ii) With respect to each child of mine who predeceases me leaving issue surviving me, my executor shall further divide one of such equal shares among such living issue, in equal shares per stirpes, and with respect to each living issue entitled to a portion of such share, I give, devise and bequeath such portion to which he or she is entitled to him or her if he or she has attained the age of thirty (30) years, otherwise to the trustees hereinafter named, in trust, nevertheless, to be held, managed and disposed of as a separate trust for his or her benefit in accordance with the provisions of ITEM ELEVEN hereof.

3. If neither my husband, C. Molton Williams, nor any issue of mine survives me, my residuary estate shall be disposed of in accordance with the provisions of ITEM FOURTEEN hereof.

ITEM SEVEN

My husband or his guardian, executor or administrator may disclaim all or any portion of Marital Share

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#1 created for his benefit under paragraph 1 of ITEM SIX at any time within nine (9) months after the date of my death. Any such disclaimer shall be made by duly acknowledged written instrument executed by my husband or his guardian, executor or administrator, delivered to my executor, and filed in the court in which this will is admitted to probate.

Any disclaimed portion shall not pass under the preceding provisions of this will. I give, devise and bequeath such disclaimed portion to the trustees hereinafter named, in trust, nevertheless, to be held, managed and disposed of as a separate trust (herein designated as the "disclaimer trust") for the use and benefit of my husband (my husband being herein called the "beneficiary") in accordance with the following:

1. The trustees may pay so much, if any, of the net income of the disclaimer trust to or for the benefit of such one or more or all or none of the group consisting of the beneficiary and my children as shall be living at the time of such payment, in such amounts and proportions, equal or unequal, as the corporate trustee, in the corporate trustee's sole and absolute discretion, shall deem advisable, it being my intention that the trustees may pay all or part or none of the net income, may make unequal payments, may from time to time exclude one or more of such persons from income hereunder, and may make payment to any member of such group who is living at the time of such payment even though such person was not living at the time of the creation of the trust. The net income or any part thereof not so paid shall be accumulated and added to and become a part of the principal of the disclaimer trust.

2. The trustees may pay so much, if any, of the principal of the disclaimer trust to or for the benefit of such one or more or all or none of such group as shall be

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living at the time of such payment, in such amounts and proportions, equal or unequal, as the corporate trustee, in the corporate trustee's sole and absolute discretion, shall deem advisable, it being my intention that the trustees may pay all or part or none of the principal and may make payment to any member of such group who is living at the time of such payment even though such person was not living at the time of the creation of the trust.

3. The support and maintenance of the beneficiary is of paramount importance, and the trustees shall pay to the beneficiary as much income and principal as is needed to support and maintain the beneficiary in the beneficiary's accustomed manner of living. I wish, but do not require, that the corporate trustee consider the suggestions of the beneficiary as to the income and principal needs of each member of such group (including the beneficiary), although the corporate trustee shall not in any event be obligated to follow any such suggestions. Before making any payment of income or principal to any member of such group, the corporate trustee shall consider, but is not bound by, all resources and income of or available to such person reasonably known to the corporate trustee.

4. No member of such group shall have the right to require that any distribution of income or principal be made under the preceding paragraphs of this Item, the decision of the corporate trustee being final and binding. The trustees shall be fully discharged with respect to all amounts of income or principal paid to any member of such group without obligation on the part of any such person to account therefor to the trustees or any other person, firm or corporation. No distribution of income or principal to any member of such group shall be taken into account in any way on the final termination of this trust.

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5. The disclaimer trust shall terminate upon the death of the beneficiary. Upon termination, the then remaining principal and undistributed income of the disclaimer trust shall be transferred, conveyed and paid over in accordance with the provisions of ITEM SIX, which would otherwise govern the disposition of my residuary estate if my husband had predeceased me, assuming for purposes of applying such provisions that my death had occurred on the date of termination of the disclaimer trust.

ITEM EIGHT

The following provisions shall govern Marital Trust #1 if I am survived by my husband, C. Molton Williams, my husband being herein called the "beneficiary," and the trustees are directed as follows:

1. During the lifetime of the beneficiary, the trustees shall pay to the beneficiary the entire net income from Marital Trust #1 in such installments, at least as often as quarterly, as shall be convenient to the beneficiary.

2. If at any time during the lifetime of the beneficiary the net income from Marital Trust #1, together with all resources and income of or available to the beneficiary reasonably known to the corporate trustee, is not, in the sole opinion of the corporate trustee, sufficient for the support, maintenance and health of the beneficiary, the trustees shall pay to the beneficiary such additional sum or sums out of the principal of Marital Trust #1 as the corporate trustee, in the corporate trustee's sole and absolute discretion, shall deem necessary or desirable for said purposes. The beneficiary shall not have the right to require that any distribution of principal be made under the provisions of this paragraph, the decision of the corporate trustee being final and binding. The trustees shall be fully

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discharged with respect to all amounts of principal so paid to the beneficiary without obligation on the part of the beneficiary to account therefor to the trustees or any person, firm or corporation.

3. The beneficiary shall have the right by the beneficiary's will specifically referring to this power, to appoint, subject to the provisions of ITEM FIFTEEN hereof, all or any portion of the principal of Marital Trust #1 to or for the benefit of one or more of my issue, in such amounts or proportions and in such lawful interests or estates, whether absolute or in trust, as the beneficiary shall direct in such will, and the trustees shall transfer, convey and pay over, free of trust, the principal so appointed.

4. With respect to any non-productive property in Marital Trust #1, the trustees shall, upon the request of the beneficiary, either make such property productive or convert it to productive property within a reasonable period of time.

5. If any principal of Marital Trust #1 shall be included in the gross estate of the beneficiary for the purpose of any estate, inheritance, transfer, legacy, succession or death taxes and duties, then, unless the will of the beneficiary directs otherwise, the trustees shall pay, upon written request, to the personal representative of the estate of the beneficiary an amount equal to the difference between (a) the amount of all such taxes and duties, including any interest or penalties thereon, payable with respect to all property includable in the gross estate of the beneficiary, and (b) the amount of all such taxes and duties which would have been payable if such principal of Marital Trust #1 were not included in the gross estate of the beneficiary. In determining the amount so payable, the trustees may rely conclusively and without investigation upon the written

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certification of the personal representative of the estate of the beneficiary.

6. Marital Trust #1 shall terminate upon the death of the beneficiary. Upon termination, the then remaining principal and undistributed income of the trust that is not then effectively appointed under the power of appointment hereinabove granted (all of which is hereinafter referred to as the "trust estate") shall be held or disposed of as follows:

A. If any issue of mine is living at the termination of the trust, the trustees shall divide the trust estate into as many equal shares as there are children of mine living at the termination of the trust and children of mine who die prior to the termination of the trust leaving issue living at the termination of the trust.

(i) With respect to each child of mine living at the termination of the trust, the trustees shall continue to hold one of such equal shares as a separate trust for the benefit of such child in accordance with the provisions of ITEM TEN hereof.

(ii) With respect to each child of mine who dies prior to the termination of the trust leaving issue living at the termination of the trust, the trustees shall further divide one of such equal shares among such living issue, in equal shares per stirpes, and with respect to each issue entitled to a portion, the trustees shall transfer, convey and pay over, free of trust, the portion to which he or she is entitled to him or her if he or she has attained the age of thirty (30) years, otherwise the trustees shall continue to hold such portion as a separate trust for his or her primary benefit in

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accordance with the provisions of ITEM ELEVEN hereof.

B. If no issue of mine is living at the termination of the trust, the remaining trust estate shall be disposed of in accordance with the provisions of ITEM FOURTEEN hereof.

7. My executor shall, in my executor's sole discretion, determine whether to elect under the provisions of the Internal Revenue Code applicable to my estate to qualify any portion of Marital Trust #1 for the federal estate tax marital deduction. Generally, I anticipate that my executor will elect to minimize the estate tax payable by my estate. However, I would expect that some consideration be given to the estate tax payable in my husband's estate upon his death, especially if he should die prior to the time the election is made. The determination of my executor with respect to the exercise of the election shall be conclusive upon all persons.

ITEM NINE

The following provisions shall govern Marital Trust #2 if I am survived by my husband, C. Molton Williams, my husband being herein called the "beneficiary," and the trustees are directed as follows:

1. During the lifetime of the beneficiary, the trustees shall pay to the beneficiary the entire net income from Marital Trust #2 in such installments, at least as often as quarterly, as shall be convenient to the beneficiary.

2. If at any time during the lifetime of the beneficiary the net income from Marital Trust #2, together with all resources and income of or available to the beneficiary reasonably known to the corporate trustee, is not, in the sole opinion of the corporate trustee, sufficient for the support, maintenance and health of the beneficiary, the

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trustees shall pay to the beneficiary such additional sum or sums out of the principal of Marital Trust #2 as the corporate trustee, in the corporate trustee's sole and absolute discretion, shall deem necessary or desirable for said purposes. In addition, the trustees may, in the sole discretion of the corporate trustee, pay to the beneficiary such additional amounts of principal as may allow the beneficiary to facilitate the beneficiary's estate planning objectives. The beneficiary shall not have the right to require that any distribution of principal be made under the provisions of this paragraph, the decision of the corporate trustee being final and binding. The trustees shall be fully discharged with respect to all amounts of principal so paid to the beneficiary without obligation on the part of the beneficiary to account therefor to the trustees or any person, firm or corporation.

3. With respect to any non-productive property in Marital Trust #2, trustees shall, upon the request of the beneficiary, either make such property productive or convert it to productive property within a reasonable period of time.

4. If any principal of Marital Trust #2 shall be included in the gross estate of the beneficiary for the purpose of any estate, inheritance, transfer, legacy, succession or death taxes and duties, then, unless the will of the beneficiary directs otherwise, the trustees shall pay, upon written request, to the personal representative of the estate of the beneficiary an amount equal to the difference between (a) the amount of all such taxes and duties, including any interest or penalties thereon, payable with respect to all property includable in the gross estate of the beneficiary, and (b) the amount of all such taxes and duties which would have been payable if such principal of Marital Trust #2 were not included in the gross estate of the beneficiary. In



determining the amount so payable, the trustees may rely conclusively and without investigation upon the written certification of the personal representative of the estate of the beneficiary.

5. Marital Trust #2 shall terminate on the death of the beneficiary. Upon termination, the then remaining principal and undistributed income of the trust that has not been effectively appointed under the power of appointment hereinabove granted (all of which is hereinafter referred to as the "trust estate") shall be held or disposed of as follows:

A. If any issue of mine is living at the termination of the trust, the trustees shall divide the trust estate into as many equal shares as there are children of mine living at the termination of the trust and children of mine who die prior to the termination of the trust leaving issue living at the termination of the trust.

(i) With respect to each child of mine living at the termination of the trust, the trustees shall transfer, convey and pay over, free of trust, one of such equal shares to such child.

(ii) With respect to each child of mine who dies prior to the termination of the trust leaving issue living at the termination of the trust, the trustees shall further divide one of such equal shares among such living issue, in equal shares per stirpes, and with respect to each issue entitled to a portion, the trustees shall transfer, convey and pay over, free of trust, the portion to which he or she is entitled to him or her if he or she has attained the age of thirty (30) years, otherwise the trustees shall continue to hold such portion as a

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separate trust for his or her primary benefit in accordance with the provisions of ITEM ELEVEN hereof.

B. If no issue of mine is living at the termination of the trust, the trust estate shall be disposed of in accordance with the provisions of ITEM FOURTEEN hereof.

6. My executor shall, in my executor's sole discretion, determine whether to elect under the provisions of the Internal Revenue Code applicable to my estate to qualify any portion of Marital Trust #2 for the federal estate tax marital deduction. Generally, I anticipate that my executor will elect to minimize the estate tax payable by my estate. However, I would expect that some consideration be given to the estate tax payable in my husband's estate upon his death, especially if he should die prior to the time the election is made. The determination of my executor with respect to the exercise of the election shall be conclusive upon all persons.

ITEM TEN

The following provisions shall govern each separate trust herein created for the primary benefit of a child of mine, such child being herein called the "beneficiary," and the trustees are directed as follows:

1. The trustees may pay so much, if any, of the net income of the trust to or for the benefit of such one or more or all or none of the group consisting of the beneficiary and the beneficiary's issue as shall be living at the time of such payment, in such amounts and proportions, equal or unequal, as the corporate trustee, in the corporate trustee's sole and absolute discretion, shall deem advisable, it being my intention that the trustees may pay all or part or none of the net income, may make unequal payments, may from time to

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time exclude one or more of the members of such group from income hereunder, may make payment to any member of such group even though payment could also have been made to the parent or ancestor of such person, and may make payment to any member of such group who is living at the time of such payment even though such person was not living at the time of the creation of the trust. The net income or any part thereof not so paid shall be accumulated and added to and become a part of the principal of the trust.

2. The trustees may pay so much, if any, of the principal of the trust to or for the benefit of such one or more or all or none of such group as shall be living at the time of such payment, in such amounts and proportions, equal or unequal, as the corporate trustee, in the corporate trustee's sole and absolute discretion, shall deem advisable, it being my intention that the trustees may pay all or part or none of the principal and may make payment to any member of such group who is living at the time of such payment even though such person was not living at the time of the creation of the trust.

3. The support and maintenance of the beneficiary is of paramount importance, and the trustees shall pay to the beneficiary as much income and principal as is needed, in the corporate trustee's sole and absolute discretion, to support and maintain the beneficiary in the beneficiary's accustomed manner of living. I wish, but do not require, that the corporate trustee consider the suggestions of the beneficiary as to the income and principal needs of each member of such group (including the beneficiary), although the trustees shall not in any event be obligated to follow any such suggestions. Before making any payment of income or principal to any member of such group, the corporate trustee shall consider, but is

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not bound by, all resources and income of or available to such person reasonably known to the corporate trustee.

4. No member of such group shall have the right to require that any distribution of income or principal be made under the preceding paragraphs of this Item, the decision of the corporate trustee being final and binding. The trustees shall be fully discharged with respect to all amounts of income or principal paid to any member of such group without obligation on the part of any such person to account therefor to the trustees or any other person, firm or corporation. No distribution of income or principal to any member of such group shall be taken into account in any way on the final termination of the trust.

5. The beneficiary shall have the right at any time and from time to time by written instrument or instruments delivered during the beneficiary's lifetime to the trustees, or by the beneficiary's will specifically referring to this power, to appoint, subject to the provisions of ITEM FIFTEEN hereof, all or any portion of the principal of the trust to or for the benefit of my issue, other than the beneficiary, the beneficiary's estate, the beneficiary's creditors or the creditors of the beneficiary's estate, in such amounts or proportions and in such lawful interests or estates, whether absolute or in trust, as the beneficiary shall direct in such instrument or instruments or by such will, and the trustees shall transfer, convey and pay over, free of trust, the principal so appointed.

6. The trust shall terminate on the death of the beneficiary. Upon termination, the then remaining principal and undistributed income of the trust (all of which is hereinafter referred to as the "trust estate") shall be held or disposed of as follows:

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A. If any issue of the beneficiary is living at the termination of the trust, the trustees shall transfer, convey and pay over the trust estate, free of trust except as provided in ITEM THIRTEEN hereof, to such issue, in equal shares per stirpes.

B. If no issue of the beneficiary is living at the termination of the trust and if any issue of mine is then living, the trustees shall transfer, convey and pay over the trust estate, free of trust except as provided in ITEM TWELVE or ITEM THIRTEEN hereof, to such issue of mine, in equal shares per stirpes.

C. If neither issue of the beneficiary nor issue of mine is living at the termination of the trust, the trustees shall transfer, convey and pay over, free of trust, the trust estate in accordance with the provisions of ITEM FOURTEEN hereof.

ITEM ELEVEN

The following provisions shall govern each separate trust herein created for the primary benefit of a living issue of a deceased child of mine, such living issue being hereinafter referred to as the "beneficiary," and the trustees are directed as follows:

1. The trustees shall pay to or apply for the benefit of the beneficiary so much, if any, of the net income or principal of the trust as the corporate trustee, in the corporate trustee's sole and absolute discretion, shall deem necessary or desirable for the beneficiary's support, maintenance, health and education, it being my intention that all or part or none of the net income or principal may be paid to the beneficiary. The corporate trustee shall consider all resources and income of or available to the beneficiary from all sources reasonably known to the corporate trustee. The

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beneficiary shall not have the right to require that any payment of income or principal be made to him or her, the decision of the corporate trustee being final and binding on all persons. The trustees shall be fully discharged with respect to all amounts of income or principal paid to or for the benefit of the beneficiary without obligation on the part of the beneficiary to account therefor to the trustees or any person, firm or corporation. The net income or any part thereof not so paid shall be accumulated and added to and become a part of the principal of the trust.

2. The trust shall terminate on the first to occur of

A. The date the beneficiary attains the age of thirty (30) years, or

B. The date the beneficiary dies.

If the trust terminates on the date the beneficiary attains the age of thirty (30) years, the trustees shall transfer, convey and pay over, free of trust, the then remaining principal and undistributed income of the trust to the beneficiary.

If the trust terminates on the date of the death of the beneficiary, the trustees shall transfer, convey and pay over, free of trust except as provided in ITEM TWELVE or ITEM THIRTEEN hereof, the then remaining principal and undistributed income of the trust to the issue of the beneficiary living at the termination of the trust, in equal shares per stirpes, or if no issue of the beneficiary is living at the termination of the trust and if issue of mine is living at the termination of the trust, to such issue of mine as would be entitled to inherit the property constituting the same and in the proportions in which they would be entitled to inherit the same from the beneficiary under the laws of descent and distribution of Alabama relating to real property

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in force at the termination of the trust, had the beneficiary died immediately following the termination of the trust, domiciled in Alabama, intestate, unmarried, survived only by issue of mine and owned the same, whether or not the property being distributed is real, personal or mixed, or if no issue of mine is then living, in accordance with the provisions of ITEM FOURTEEN hereof.

ITEM TWELVE

If any person becomes entitled to any share of the principal or undistributed income of any trust herein created on its termination and if such person has any other property then held in trust for his or her benefit under the provisions of this will, his or her share in the trust so terminating shall not be transferred, conveyed and paid over, free of trust, to him or her but shall be added to, merged with and administered and disposed of like such other property so held in trust for him or her; provided, however, that principal and income that has previously been held in a trust that is exempt from the federal generation-skipping tax shall, to the extent possible, be merged only with another trust for the benefit of such person that is also exempt from said tax, and principal and income that has previously been held in a trust that is not exempt from said tax shall, to the extent possible, be merged only with another trust for the benefit of such person that is also not exempt from said tax.

ITEM THIRTEEN

If any person becomes entitled to any share of my estate on my death or of the principal or undistributed income of any trust herein created on its termination, if such person has no other property then held in trust for his or her benefit under this will and if such person shall not have

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attained the age of thirty (30) years on the date such person becomes so entitled to such share, then though the share of such person in my estate or in the trust so terminating shall then vest in him or her, his or her share shall not be transferred, conveyed and paid over, free of trust, to him or her, and the trustees shall hold the same in trust for him or her until he or she shall attain the age of thirty (30) years, using and applying for his or her support, maintenance, health and education such part of the net income from his or her share or of the principal thereof as the trustees deem necessary or desirable for said purposes; provided, however, if such person shall die prior to attaining the age of thirty (30) years, the trustees shall transfer, convey and pay over, free of trust, the then principal and undistributed income from his or her share to his or her estate.

ITEM FOURTEEN

Whenever under any previous Item of this will a distribution of property is to be made, either from my residuary estate on my death or from any trust created hereunder on its termination in accordance with the provisions of ITEM FOURTEEN, such property shall be transferred, conveyed and paid over, free of trust, to the following charitable organizations, to be divided equally among them, with no restriction on the use thereof:

- (1) Ben Haden Evangelical Association, Inc.,
Chattanooga, Tennessee;
- (2) Campus Crusade for Christ International, Inc.,
San Bernadino, California;
- (3) Prison Fellowship, Inc., Washington, DC.;
- (4) Cornerstone Schools of Alabama, Inc.,
Birmingham, Alabama;
- (5) World Sports, Inc.

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ITEM FIFTEEN

Subject to the restrictions set out below, in the exercise of any power of appointment herein granted, the holder of such power may appoint outright or in trust; the holder may select the trustee or trustees if the holder appoints in trust; the holder may create new powers of appointment in a trustee or trustees or in any other appointee; the holder may, if the holder appoints in trust, establish such administrative powers for the trustee or trustees as the holder deems appropriate; the holder may create life interests or other limited interests in an appointee with future interests in favor of other appointees; the holder may impose lawful conditions on an appointment; the holder may appoint different types of interests to selected appointees; the holder may impose lawful spendthrift provisions, and generally the holder may appoint in any manner; provided always, however, that no appointment shall benefit directly or indirectly persons other than members of the restrictive group who are the objects of the power of appointment, that nothing shall be construed as authorizing the holder of the power to appoint to the holder, the holder's creditors, the holder's estate or the creditors of the holder's estate, that nothing shall be construed as authorizing the holder to discharge any legal obligation by any appointment the holder shall make, and that nothing shall be construed as authorizing the holder of the power to appoint any insurance, or the proceeds of any insurance, on the holder's life.

ITEM SIXTEEN

The following provisions shall apply to each trust created under this will:

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1. The trustees are authorized, but not required, to mingle the trust property of the separate trusts held under this will, allotting to each separate trust an undivided interest in the mingled funds.

2. All references in this will to "trustees" shall be deemed to include not only the original trustees but also any successor trustee; and all powers and discretions vested in the original trustees shall be vested in, and exercisable by, any such successor trustee.

3. If the happening of any future event may cause the ultimate vesting of any trust estate herein created or of any share therein to be extended under the provisions hereof to a time beyond that within which the same is required by law to become vested, then and in such event the trust as to said trust estate or as to such share therein shall continue only for as long a period of time as is allowed by law, at the end of which period the said trust as to said trust estate or as to such share therein shall terminate. In such case said trust or such share therein shall at the expiration of such period thereupon be vested in and distributed to the person for whose primary benefit the trust was created, or, if the trust was created for the primary benefit of more than one person, to such persons in the proportions in which they are so enjoying the same, irrespective of their attained ages.

4. The income of the trusts herein created at my death shall accrue from the date of my death, and until the trusts are established, I authorize my executor, in my executor's absolute discretion, from time to time and at any time, to pay out of my general estate to the respective income beneficiaries of such trusts, as advance payments of income, such sum or sums as, in my executor's judgment, are not in excess of the income which such income beneficiaries probably would have been entitled to receive from the said trusts had

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the same been established. Any such sum paid from the principal of my general estate shall be regarded merely as a temporary advance to be restored to the principal from income otherwise payable to the beneficiary to whom such advance shall have been made.

5. As to the net income which by any of the provisions of this will may be payable to any person, such person shall have no right or power, either directly or indirectly, to anticipate, charge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of same, or any part thereof, until same shall have been actually paid in hand to him or her by the trustees. Nor shall such income nor the principal or corpus of any trust estate nor any part of or interest in either of them be liable for or to any extent subject to any debts, claims or obligations of any kind or nature whatsoever or to any legal process in aid thereof, contracted or incurred by or for such person before or after my death.

6. The whole or any part of the income or principal of any trust, other than Marital Trust #1 and Marital Trust #2, payable to any beneficiary who, in the opinion of the trustees, is incapacitated through illness, age or other cause may, in the discretion of the trustees, be paid to such beneficiary or applied by the trustees for the benefit of such beneficiary or paid to the guardian of the person of such beneficiary.

ITEM SEVENTEEN

1. Notwithstanding any other provision of this will, the following provisions shall be applicable:

A. If any trust created under this will would otherwise be partially exempt from the generation-skipping tax under Chapter 13 of the Internal

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Revenue Code, as amended, due to the allocation of a GST exemption to it, then, before such allocation and as of the relevant valuation date under Section 2642 of said Code with respect to such allocation, the trustees may (but need not) divide that trust (the "original trust") into two separate trusts of equal or unequal value which shall be identical in all other respects to the original trust, so that the allocation of the GST exemption can be made to one trust that will be entirely exempt from generation-skipping tax. Any two separate trusts created pursuant to this subparagraph A shall have the same name as the original trust, except that the trust to which the GST exemption is allocated shall have the phrase "GST exempt" added to its name.

B. If property that is to be added or allocated to an existing trust pursuant to this will is subject to different treatment for any reason for purposes of the generation-skipping tax under Chapter 13 of the Internal Revenue Code than property already held in that existing trust, then the trustees may (but need not) hold that property instead as a separate trust, which is appropriately designated to distinguish it from the existing trust to which the property otherwise would have been added or allocated, but which is identical in all other respects to that existing trust.

C. It is my intention that the trustees shall not be required to administer a trust hereunder that is only partially exempt from generation-skipping tax, or commingle property subject to different treatment for generation-skipping tax purposes, whether because the transferors with respect to the property are assigned to different generations or otherwise. The provisions of this paragraph 1 are intended to enable the trustees to

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As used herein, the term "available GST exemption" means an amount equal to the GST exemption provided by law at the time of my death, less the amount of GST exemption allocated or conclusively deemed allocated by me during my lifetime.

Although I hereby give my executor full power and authority, exercisable without court approval, to allocate my GST exemption to any property with respect to which I am the transferor for purposes of the generation-skipping transfer tax (whether or not such property is included in my probate estate) and to exclude any such property from such allocation, I request, but do not require, my executor to allocate my available GST exemption in the following order:

A. If my husband survives me, (1) to Marital Share #1 determined in accordance with paragraph 1 of ITEM SIX hereof; and (2) with the balance, if any, allocated in the discretion of my executor.

B. If my husband does not survive me, (1) to Issue Share #1 determined in accordance with paragraph 2 of ITEM SIX; and (2) with the balance, if any, allocated in the discretion of my executor.

ITEM NINETEEN

A. Notwithstanding anything to the contrary contained in this will, if at any time after my death stock of an S Corporation would otherwise be included in a trust created hereunder for the benefit of an issue of mine, and if such trust would not be a qualified S Corporation shareholder, and if my executor or trustees (as the case may be) determine that it would be in the best interest of such issue to continue the S election with respect to such stock, then such stock shall not be included or held in the said trust for the benefit of such issue, but rather shall either (1) be set

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aside by my executor or trustees (as the case may be) and held by the trustees in a separate trust for such issue's benefit in accordance with paragraph B below, or (2) be distributed outright to or for the benefit of such issue pursuant to paragraph C below. The decision of my executor or trustees (as the case may be) as to whether to set aside in a separate trust or distribute outright any S Corporation stock shall be final and binding on all concerned.

B. It is my intention that if, pursuant to paragraph A above, my executor or trustees should decide to set aside any S Corporation stock in a separate trust for the benefit of an issue of mine, such separate trust shall constitute a "qualified S trust" within the meaning of Section 1361 of the Internal Revenue Code as the same may be amended from time to time. Accordingly, I grant to my executor and my trustees all power and authority as may be necessary to accomplish this result. During the continuance of any such separate trust, the trustees shall pay to such issue the entire net income from the trust in at least annual installments and shall also pay to or for the benefit of such issue so much, if any, of the principal of the trust as the trustees, in their sole and absolute discretion, may deem necessary or desirable for such issue's support, maintenance, health and education. Such separate trust shall terminate and its remaining trust estate shall be disposed of at the same time and on the same terms and conditions as the trust created hereunder in which said S Corporation stock would have been included had the executor or trustees not elected to set aside such S Corporation stock in the separate trust.

C. Notwithstanding anything to the contrary contained herein, if, pursuant to paragraph A above, my executor or trustees should decide to distribute any S Corporation stock either outright to or for the benefit of an

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issue of mine, such stock may be distributed outright to such issue if such issue has attained his or her majority, or it may be distributed to the guardian of the person or property of such issue if such issue is a minor, or it may be distributed to any relative of such issue to be selected by my executor or trustees (as the case may be) to be held by such relative as a custodian for the benefit of such issue under the Uniform Transfers to Minors Act.

ITEM TWENTY

1. The trustees of Marital Trust #1, Marital Trust #2 and any trusts created hereunder for the primary benefit of a grandchild or more remote descendant of mine shall be my sons, J.T. Hunter Williams and John W. Williams, and AmSouth Bank (or such successor corporation having trust powers as may succeed to the business of said bank by purchase, merger, consolidation or otherwise). If either J.T. Hunter Williams or John W. Williams be dead or fails or refuses to act as a trustee or, having acted, should thereafter die, resign or become incapacitated, then and in any such event the other of my said sons shall act as a trustee, along with the corporate trustee. If both J.T. Hunter Williams and John W. Williams be dead or otherwise unable or unwilling to act as a trustee, then and in any such event my son, Charles W. Williams, shall act as a trustee in their stead, along with the corporate trustee. If J.T. Hunter Williams, John W. Williams and Charles W. Williams be dead or otherwise unable or unwilling to act as a trustee, then and in any such event my daughter, Kate Hope Williams, shall act as a trustee in their stead, along with the corporate trustee. If all of my children be dead or otherwise unable or unwilling to act as a trustee, then and in any such event no successor to them shall be

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appointed, and the corporate trustee shall act as sole trustee.

2. The trustees of any trusts created hereunder for the primary benefit of a child of mine shall be the child for whose primary benefit the trust is created and AmSouth Bank (or such successor corporation having trust powers as may succeed to the business of said bank by purchase, merger, consolidation or otherwise). If the child of mine for whose primary benefit the trust is created is unable or unwilling to act as a trustee, then and in any such event no successor to such child shall be appointed, and the corporate trustee shall act as sole trustee.

3. All rights, powers, authorities and discretions herein vested exclusively in the corporate trustee shall be exercised exclusively by the corporate trustee. Discretions vested in the corporate trustee shall not be subject to question or review. All determinations by the corporate trustee concerning the distribution or allocation of the income or principal of any trust to or for the benefit of any person shall be final and conclusive, and no person shall have the right by legal action or otherwise to require the corporate trustee to make a distribution or allocation to him or her, or to make one in an amount different from the amount determined by the corporate trustee.

The individual trustee shall not participate in the exercise of, or exercise, any right, power, authority or discretion which, by the provisions of this will, is vested in, or is to be exercised by, the corporate trustee. The corporate trustee shall from time to time consult with the individual trustee as to such matters, but shall not be obligated to follow the suggestions of the individual trustee as to them.

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Notwithstanding anything to the contrary contained herein, I direct that whenever one or more individual trustees are serving with respect to any trust created hereunder, such individual trustee or trustees, as the case may be, shall be entitled to vote any stock of Molton, Allen & Williams Corporation or of Molton, Allen & Williams, Inc. held in any trust created under this will and that the corporate trustee shall be entitled to vote such stock only in the event that either (i) the individual trustees cannot agree on how to vote said stock, or (ii) no individual trustee is serving with respect to a trust that holds said stock. The corporate trustee shall not be liable for any loss or claim of any kind or nature resulting from any decision by the individual trustees or trustee with respect to the voting of said stock.

4. No individual trustee at any time serving hereunder shall be entitled to compensation, but each shall be entitled to reimbursement for all expenses reasonably incurred in the performance of the duties of a trustee. The corporate trustee shall be entitled to reasonable compensation for its services as a trustee. No trustee shall be required to give any bond or security.

5. In addition to, and not by way of limitation of, the powers conferred by law upon fiduciaries, I hereby expressly grant to the trustees with respect to each of the trust estates herein created, including any accumulated income thereof, the powers hereinafter enumerated, all such powers so granted to be exercised by the trustees, as the trustees may deem advisable, in the trustees' sole and absolute discretion:

A. To retain and hold any property, including stocks, bonds or other securities, originally received by the trustees as a part of the trust estate, irrespective of whether such property is a so-called "legal" investment of trust funds and irrespective of the

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relative proportion of the trust estate represented by any such property or part thereof, and, without limiting the generality of the foregoing, to retain and acquire the stock or other securities of Molton, Allen & Williams Corporation, Molton Allen & Williams, Ltd., Molton Allen & Williams, Inc., AmSouth Bancorporation or any successor in interest to any of said entities;

B. To sell, exchange, transfer or convey, either before or after option granted, all or any part of the trust estate upon any terms and conditions, and to invest and reinvest the trust estate and the proceeds of sale or disposal of any portion thereof in any loans, stocks, bonds or other securities, common trust funds, mortgages, participations in mortgages, shares of regulated investment companies or trusts (including such regulated investment companies or trusts as are advised by AmSouth Bank), or other property, real or personal, whether so-called "legal" investments of trust funds or not;

C. To improve, repair, lease or rent for improvement or otherwise for a term beyond the possible termination of the trust or for any less term, either with or without option of purchase, and to develop, let, exchange, release, partition, subdivide, vacate, dedicate, adjust the boundaries of or change the use of any real estate constituting a part of the trust estate;

D. To borrow money from any lender, including the trustee, for any purpose, with or without security or mortgage of any real estate or pledge of any personal property held by the trustees hereunder;

E. To determine whether or to what extent receipts should be determined to be income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be

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made between principal or income by following the provisions of the Alabama Principal and Income Act as the same shall exist from time to time, and in all instances in which such Act does not resolve questions relating to principal and income, to determine the same with due regard to the interest of the beneficiary then entitled to the income thereof;

F. To keep any property constituting a part of the trust estate properly insured against any hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and generally to pay all the expenses of the trust incurred in the exercise of the powers herein vested in the trustees;

G. To make divisions and distributions hereunder provided for either in cash or in kind, or partly in cash and partly in kind; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided or distributed; and to determine the share and identity of persons entitled to take hereunder;

H. To hold any or all securities or other property constituting the trust estate in bearer form, in the name of the trustees, or in the name of some other person, partnership or corporation without disclosing any fiduciary relation, and to mingle any or all of the property constituting the trust estate in investments with other property held in other trust estates;

I. To vote in person or by proxy, general or limited, upon all stocks, bonds or other securities

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constituting a part of the trust estate; to unite with other owners of similar property in carrying out any plan for the consolidation, merger, dissolution, recapitalization, liquidation or reorganization of any corporation or other business entity whose securities constitute a part of the trust estate; to exchange the securities of any corporation or other business entity constituting a part of the trust estate for other securities; to assent to the consolidation, merger, dissolution, recapitalization, liquidation or reorganization of any such corporation or other business entity; to sell or lease the property or any portion thereof of any such corporation or other business entity to any other corporation or other business entity; to pay all assessments, expenses and sums of money for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities; and generally to exercise with respect to all stocks, bonds or other securities held by the trustees the same rights and powers as are or may be exercised by a person owning similar property in his own right;

J. To institute and defend any and all suits or legal proceedings relating to the trust estate in any court, and to compromise or submit to arbitration all matters of dispute in which the trust estate may be involved;

K. To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts, including the employment of attorneys or agents, necessary or desirable in the execution of the powers herein vested in the trustees;

L. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate,

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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, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof; to improve, sell, auction or exchange crops, timber or other products thereof; to lease or enter into management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period; to employ the methods of carrying on agriculture, animal husbandry and silviculture that are in use in the vicinity of any of such real estate or that the trustees deem otherwise appropriate; to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in any manner and upon any terms and conditions; and in general to take any action in such operation of farms and woodlands;

M. To drill, explore, test, mine or otherwise exploit oil, gas and other mineral or natural resources; to engage in absorption, repressuring, and other production, processing or secondary recovery operations; to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as the trustees 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 any other instruments or agreements in connection therewith;

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N. To retain any business interest as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate; to participate in the conduct of any business and take or delegate to others discretionary power to take any action with respect to its management and affairs that an individual could take as owner of the business, including the voting of stock and the determination of all questions of policy; to execute partnership agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; to invest additional capital in, subscribe to or buy additional stock or securities of, or make secured, unsecured or subordinated loans to any business with trust funds; to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation; to elect or employ, as directors, officers, employees or agents of any business, and compensate any persons, including a trustee or a director, officer or agent of a trustee; to deal with and act for any business in any capacity, including any banking or trust capacity and the loaning of money out of the trustees' own funds, and to be compensated therefor; and to sell or liquidate any interest in any business; and

O. To use and expend trust income and principal to (i) conduct environmental assessments, audits and site monitoring; (ii) take all appropriate remedial action to contain, clean-up or remove any environmental hazard including a spill, discharge or contamination; (iii) institute legal proceedings concerning environmental

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hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance or a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or clean-up of any environmental hazard; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

6. All powers given to the trustees in this Item and elsewhere in this will are exercisable by the trustees only in a fiduciary capacity.

7. Any individual trustee or trustees may at any time and from time to time appoint and remove an investment advisor. Any appointment or removal shall be by an instrument in writing acknowledged as required by law in the case of deeds, and shall have attached to it either proof that a copy has been sent to, or an acknowledgment of receipt of a copy from, the trustees then serving hereunder. Any investment advisor shall be entitled to reasonable compensation. During any period in which there is an investment advisor, the trustee shall purchase, sell, exchange or otherwise deal in investments in the trust estate as the investment advisor shall direct, and the trustees shall not be liable for any loss or claim of any kind or nature resulting from any direction received from the investment advisor. During any period in which there is no investment advisor, the trustees shall retain the same full powers of management, control and disposition over investments in the trust estate as are herein granted to the trustees.

ITEM TWENTY-ONE

1. Any trustee serving hereunder may resign as to any trust created hereunder at any time without assigning any

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cause or reason therefor and without action or approval of any court by an instrument of resignation which shall have attached to it either proof that a copy has been sent to, or acknowledgment of receipt of a copy from, such of my husband and children as are then living and competent to act.

2. The corporate trustee at any time serving as to any trust created hereunder may be removed at any time without any cause or reason being assigned therefor and without action or approval of any court by an instrument of removal executed by my husband if he is then living and competent to act, otherwise by such of my children as are then living and competent to act.

3. If a trustee resigns or is removed, then any successor trustee named in ITEM TWENTY to succeed the resigned or removed trustee shall so succeed the resigned or removed trustee. If no successor trustee is named in ITEM TWENTY to succeed the resigned or removed trustee, such of my husband if he is then living and competent to act, otherwise by such of my children as are then living and competent to act, may appoint a successor trustee, which shall be a bank or trust company having trust powers and a capital and undivided surplus of at least Ten Million Dollars (\$10,000,000).

4. Any instrument of resignation, removal or appointment shall be executed and acknowledged as required by law in the case of deeds. In the case of a trustee resigning or being removed, the instrument shall be filed in the Probate Court of the County in which is located the residence or principal office of the trustee resigning or being removed. In the case of the appointment of a successor trustee, such instrument shall be filed in the Probate Court of the County in which is located the residence or principal office of the trustee resigning or being removed and also in the Probate

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Court of the County in which is located the principal office of the successor trustee.

ITEM TWENTY-TWO

I nominate and appoint my husband, C. Molton Williams, as executor of this my last will and testament. If my husband be dead or fails or refuses to act as executor or, having acted, should thereafter die, resign or become incapacitated, then and in any such event such of my sons, J.T. Hunter Williams and John W. Williams, as shall be able and willing to act as executor shall so act as executor. If my husband and either J.T. Hunter Williams or John W. Williams be dead or otherwise unable or unwilling to act as executor, then the other of my said sons shall act as executor. If my husband, J.T. Hunter Williams and John W. Williams all be dead or otherwise unable or unwilling to act as executor, then and in any such event my son, Charles M. Williams, Jr., shall act as executor. If my husband, J.T. Hunter Williams, John W. Williams and Charles M. Williams, Jr. all be dead or otherwise unable or unwilling to act as executor, then and in any such event, my daughter, Kate Hope Williams, shall act as executor. If all of the foregoing individuals be dead or otherwise unable or unwilling to act as executor, then and in any such event AmSouth Bank (or such successor corporation having trust powers as may succeed to the business of said bank by purchase, merger, consolidation or otherwise) shall act as executor.

The executor acting at any time hereunder shall not be required to give bond or to file an inventory or appraisal of my estate in any court, although the executor shall make and keep an inventory and shall exhibit the same to any party in interest at any reasonable time.

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I hereby vest in my executor acting at any time hereunder the same full powers of management, control and disposition of my estate herein given my trustees under ITEM TWENTY hereof, and I direct that in the exercise of such powers my executor shall be free from the supervision and control of the probate court or any other court.

I give to my executor the following additional powers and discretions:

1. If my executor in good faith decides that there is uncertainty as to the inclusion of particular property in my gross estate for federal estate tax purposes, such property shall be excluded from my gross estate in the estate tax return. My executor shall not be liable for any loss to my estate or to any beneficiary resulting from any decision made in good faith that there is uncertainty as to the inclusion of particular property in my gross estate.

2. The decision of my executor as to the date which should be selected for the valuation of property in my gross estate for federal estate tax purposes shall be conclusive on all concerned.

3. Notwithstanding any contrary provision of this will or of the Alabama Principal and Income Act in effect at the time of my death or of any other law governing fiduciary allocations between income and principal, I authorize my executor to determine whether or to what extent receipts should be determined to be income or principal and to apportion between income and principal any estate administration expenses, fees and costs as to my executor may seem just and equitable. When a choice is available as to whether certain deductions shall be taken as income tax deductions or estate tax deductions, the decision of my executor in this regard shall be conclusive on all concerned, and if same are claimed as income tax deductions, no

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adjustment shall be made between principal and income by reason of such decision.

4. If my executor so determines, I authorize and empower my executor to join with my husband or his executor or administrator in filing a joint federal income tax return of the income of my husband and myself for any period or periods for which such a return may be permitted. I further authorize and empower my executor to agree with my husband or his executor or administrator:

A. As to how the burden of the liability for federal income tax, or interest thereon, arising out of the filing of a joint return by my executor and my husband or his executor or administrator shall be borne as between my estate and my husband or his estate, and

B. As to whom, as between my husband or his estate and my estate, shall be entitled

(i) to any refund or credit of any federal income tax, or interest thereon, based on the filing of a joint return by my husband and myself or by my executor and my husband or his executor or administrator,

(ii) to any refund or credit of any amount paid on account of any joint declaration of estimated federal income tax filed by my husband and myself, and of the interest on any such refund, and

(iii) to the benefit of any payment made by my husband or myself on account of any joint or separate declaration of estimated federal income tax.

5. If my executor so determines, I authorize and empower my executor to consent for federal gift tax purposes that gifts made by my husband shall be treated as having been made one-half by me and one-half by him.

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The exercise by my executor of the authority and discretion hereinabove given shall not be subject to question by any person.

As used in this will, the term "executor" shall mean any person or persons, whether male or female, singular or plural, or any bank or trust company having trust powers that is at any time acting as a personal representative of my estate.

ITEM TWENTY-THREE

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

ITEM TWENTY-FOUR

All estate, inheritance, transfer, legacy, succession or death taxes or duties (including any interest and penalties thereon, but excluding any generation-skipping tax) imposed by reason of my death by the United States or any foreign country or any state, province or other political subdivision of either of the foregoing shall be paid by my executor and charged as follows:

- A. If my husband, C. Molton Williams, survives me,
(1) against any property disclaimed by my husband that would otherwise have passed under 1B of ITEM SIX as a

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part of the Marital Share #2, or, to the extent said property is insufficient, (2) against any property that passes under paragraph 1A of ITEM SIX into Marital Trust #1 that my executor does not elect to qualify for the federal estate tax marital deduction, or, to the extent said property is insufficient, (3) against any property disclaimed by my husband that would otherwise have passed into Marital Trust #1, or, to the extent said property is insufficient, (4) against any property that passes under the provisions of ITEM FIVE, or, to the extent said property is insufficient, (5) against my residuary estate.

B. If my husband, C. Molton Williams, does not survive me, against Issue Share #2 of my residuary estate.

I waive any right of reimbursement or recovery of such taxes or duties, except such reimbursement and recovery as may be allowable under (i) Section 2207 of the Internal Revenue Code, as amended, relating to recovery in the case of certain power of appointment property, and (ii) Section 2207A of the Internal Revenue Code, as amended, relating to recovery in the case of certain marital deduction property.

ITEM TWENTY-FIVE

All references in this will to "child" or "children" shall mean lawful blood descendants in the first degree of the parent designated, and references to "issue" shall mean lawful blood descendants in the first, second or any more remote degree of the ancestor designated; provided always, however, that an adopted child and such adopted child's lawful blood descendants shall be considered as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of

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the adopting parents, and shall not be considered descendants of the adopted child's natural parents, except that when a child is adopted by a spouse of one of his or her natural parents such child shall be considered a descendant of such natural parent as well as a descendant of the adopting parent.

ITEM TWENTY-SIX

If my husband, C. Molton Williams, shall die simultaneously with me or under such circumstances as to render it impossible to determine who predeceased the other, I hereby direct that I shall be deemed to have survived him, and the provisions of this will shall be construed upon that assumption.

ITEM TWENTY-SEVEN

The provisions herein made for my husband are in lieu of any and all other rights he may have in my estate, statutory or otherwise, including but not limited to homestead allowance, family allowance and the right to exempt property.

ITEM TWENTY-EIGHT

All references in this will to "the Internal Revenue Code" shall refer to the identified provision of the Internal Revenue Code of 1986, as amended from time to time, and to successor provisions and codifications thereof.

IN WITNESS WHEREOF, I, HOPE W. WILLIAMS, the testatrix, sign my name to this instrument this 30 day of September, 2002, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am 18 years of age

Hope W. Williams

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or older, of sound mind, and under no constraint or undue influence.

Hope W. Williams
HOPE W. WILLIAMS

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

Key Lewis
WITNESS

B'ham, AL
ADDRESS

Andrea R. Spencer
WITNESS

Birmingham, AL
ADDRESS

STATE OF ALABAMA)
JEFFERSON COUNTY)

Subscribed and sworn to and acknowledged before me by HOPE W. WILLIAMS, the testatrix, and subscribed and sworn to before me by Key Lewis and Andrea R. Spencer, witnesses, this 30th day of September, 2002.

[SEAL]

Jeanine Dodson
Notary Public

My Commission Expires:
10-12-04

FILED IN OFFICE THIS THE
22nd DAY OF August, 2018
FOR PROBATE AND RECORD.
Sherril C. Friday
JUDGE OF PROBATE

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LETTERS TESTAMENTARY

IN THE MATTER OF THE ESTATE OF:

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

**HOPE W. WILLIAMS, A/K/A
PAULINE HOPE WHITE WILLIAMS,
Deceased**

CASE NO. 18BHM01995

LETTERS TESTAMENTARY

The Will of the above-named deceased having been duly admitted to record in said county, **Letters Testamentary** are hereby granted to **J. T. HUNTER WILLIAMS and JOHN W. WILLIAMS**, the Personal Representative named in said will, who has complied with the requisitions of the law and is authorized to administer the estate. Subject to the priorities stated in §43-8-76, Code of Alabama (1975, as amended), the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers authorized in transactions under §43-2-843, Code of Alabama (1975, as Amended).

WITNESS my hand this date, **22nd day of August, 2018.**

(SEAL)

SHERRI C. FRIDAY

Judge of Probate

I, SHERRI C. FRIDAY, Judge of Probate Court of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the **Letters Testamentary** issued in the above styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

WITNESS my hand and seal of said Court this date, **1st day of July, 2019**



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/15/2019 02:46:17 PM
\$173.00 CHERRY
20190715000251510

Allen S. Bayl

Sherrri C. Friday

Judge of Probate