

IN THE MATTER OF THE ESTATE OF)
BEVERLY G. LEE,
Deceased

PROBATE COURT OF
SHELBY COUNTY, ALABAMA
CASE NO. PR-2019-000744

NON-JUDICIAL SETTLEMENT OF THE
BEVERLY G. LEE TESTAMENTARY TRUST
UNDER WILL DATED DECEMBER 7, 2005

This Agreement made and entered into effective as of April 7, 2020, 2019, by and among the following parties, collectively referred herein as the "Parties:"

1. Robert W. Lee, Jr. ("Bob"), as the income beneficiary and life tenant of his share of the GST Exempt Family Trust (the "Trust") created under Item V of the Last Will and Testament (the "Will," a copy of which is attached hereto as Exhibit 1) of Beverly G. Lee, deceased (the "decedent"), such share being hereinafter referred to as "Bob's Share;"
2. Robert W. Lee, Jr., as the personal representative ("Personal Representative") of the Estate of Beverly G. Lee, deceased, under Letters Testamentary issued by the Probate Court of Shelby County, Alabama, on September 12, 2019, Case No. PR-2019-000744;
3. Robert W. Lee, Jr. (hereinafter referred to as "Trustee"), as a successor co-trustee of Bob's Share as designated under Item X B. of the Will of the decedent; and as the herein designated successor trustee of the Trust, and Bob's Share and Katherine's Share of the Trust;
4. Angela Abbott and Melissa Cantalini ("Bob's Children), as the children and descendants of Bob, and the grandchildren of the decedent and Robert W. Lee, who are also income beneficiaries of Bob's Share and the presumptive remainder beneficiaries of Bob's Share, for themselves and as virtual representatives having a substantially identical interest with any other children or descendants of Bob who may be hereafter born or adopted by Bob, and for their own descendants, all of whom would be income beneficiaries and/or contingent successor remainder beneficiaries of Bob's Share;

5. Katherine Ann McLemore ("Katherine"), as the income beneficiary and life tenant of her share of the Trust created under Item V of the Will of the decedent, such share being hereinafter referred to as "Katherine's Share;"
6. Katherine Ann McLemore, as a designated successor co-trustee of Katherine's Share pursuant to Item X B. of the Will; and
7. Robert C. McLemore, III and Ryan Hendricks ("Katherine's Children"), as the children and descendants of Katherine, and the grandchildren of the decedent and Robert W. Lee, who are also income beneficiaries of Katherine's Share and the presumptive remainder beneficiaries of Katherine's Share, for themselves and as virtual representatives having a substantially identical interest with any other children or descendants of Katherine who may be hereafter born or adopted by Katherine, and for their own descendants, all of whom would be income beneficiaries and/or contingent successor remainder beneficiaries of Katherine's Share; and
8. Stewart H. Welch, III ("Stewart"), as a designated successor trustee of the Family Trust and the Trust; and a designated successor co-trustee of Bob's Share and Katherine's Share; and
9. The Welch Group, LLC, an Alabama limited liability company ("The Welch Group"), as a designated alternate successor trustee of the Family Trust and the Trust; and a designated alternate successor co-trustee of Bob's Share and Katherine's Share; and
10. National Advisors Trust Company of Kansas City, Missouri ("NATC"), who was designated in the decedent's Will as "National Advisors Trust Company, FSB, of Overland Park, Kansas, a federal savings bank," as a designated second alternate successor trustee of the Family Trust and the Trust; and a designated second alternate successor co-trustee of Bob's Share and Katherine's Share.

WITNESSETH:

WHEREAS, the decedent executed the Will on December 7, 2005; and

WHEREAS, the decedent died on August 28, 2019, and the Will was thereafter admitted to probate by the Probate Court of Shelby County on September 12, 2019, Case No. PR-2019-000744; and

WHEREAS, Item III A of the Will described a Family Trust for the benefit of the decedent's husband, Robert W. Lee ("Robert"); and

WHEREAS, Robert predeceased the decedent, dying on March 7, 2015, and his Last Will and Testament dated December 7, 2005 ("Robert's Will") was admitted to probate by the Shelby County Probate Court, Case No. PR-2015-000216; and

WHEREAS, no Family Trust for Robert was ever created since he predeceased the decedent; and

WHEREAS, Beverly's residual estate will therefore pass directly to the Trust pursuant to paragraph B.1. of Item III of the decedent's Will; and

WHEREAS, pursuant to Item V of the decedent's Will, the Trust is to be apportioned as of the "Apportionment Date" of August 28, 2019 into Bob's Share and Katherine's Share, each share to be held until the death of such child in accordance with the terms of Item V B; and

WHEREAS, Bob is, therefore, an income beneficiary, life tenant and designated co-trustee of Bob's Share; and

WHEREAS, Katherine is, therefore, an income beneficiary, life tenant and designated co-trustee of Katherine's Share; and

WHEREAS, Bob's children, Angela Abbott and Melissa Cantalini, are the sole living children of Robert W. Lee, Jr., grandchildren of the decedent and Robert, and income beneficiaries and presumptive remainder beneficiaries of Bob's Share; and

WHEREAS, Katherine's children, Robert C. McLemore, III and Ryan Hendricks, are the sole living children of Katherine, grandchildren of the decedent and Robert, and income beneficiaries and presumptive remainder beneficiaries of Katherine's Share; and

WHEREAS, Item X A of the decedent's Will states as follows:

I appoint ROBERT W. LEE to serve as Trustee. If ROBERT W. LEE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint STEWART H. WELCH, III to serve as Trustee hereunder. If STEWART H. WELCH, III shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint THE WELCH GROUP, LLC, an Alabama limited liability company ("THE WELCH GROUP"), to serve as Trustee hereunder. If THE WELCH GROUP

shall fail to qualify, resign or otherwise fail or cease to serve as Trustee, then I appoint the NATIONAL ADVISORS TRUST COMPANY, FSB, of Overland Park, Kansas, a federal savings bank ("NATC"), to serve as Trustee hereunder.

WHEREAS, Stewart and The Welch Group have both renounced any right to serve as successor trustee of the Trust pursuant to Exhibits 2 and 3 attached hereto; and

WHEREAS, NATC has conditionally disclaimed its right to serve as trustee of the Trust at the present time, pursuant to the attached Exhibit 4, but has agreed to become successor trustee of the Trust if Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as trustee of the Trust; and

WHEREAS, Katherine has renounced any right to serve as co-trustee of Katherine's Share pursuant to the attached Exhibit 5;

WHEREAS, the Parties are the only "interested persons" to the Trust, to Bob's Share and to Katherine's Share; and

WHEREAS, pursuant to Ala. Code § 19-3B-111(d) (2), (4), (6) and (7), and the terms and conditions of the Trust and this Agreement, the Parties desire to effect the appointment of Robert W. Lee, Jr. as sole Trustee of the Trust, and as sole Trustee for Bob's Share and Katherine's Share of the Trust, in accordance with the terms of this Agreement, with NATC as the designated successor Trustee of all such Trusts and shares thereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which the Parties hereto acknowledge, it is mutually agreed as follows:

1. RECITALS. The foregoing recitals are hereby incorporated by reference and made a part of this Agreement.

2. TRUST ASSETS. The Parties agree that the current assets of the decedent's residual probate estate, the balance of which will be transferred into the Trust once the administration of the decedent's estate is complete and the taxes, expenses and liabilities of the estate and its administration have been paid, are as follows: [REDACTED]

having a value as of December 31, 2019, of \$2,569,939.70; and the real property located at 44184 Shelby County Highway 25, Vincent, Alabama, having a previously appraised value of \$545,000. The Parties further agree that the remaining assets of the decedent's residual probate estate, after the payment of all taxes, expenses and liabilities of estate administration, shall be

transferred into the Trust and divided into the following Shares as soon as practicable following the closing of the decedent's estate:

A. Bob's Share of the Trust, consisting of the first \$545,000 of the decedent's residual estate assets and one-half of the balance of the residual estate assets;

B. Katherine's Share of the Trust, consisting of the real property located at 44184 Shelby County Highway 25, Vincent, Alabama, and the balance of the residual estate after the satisfaction of Bob's Share described in subparagraph A above.

3. **ACCEPTANCE OF RENUNCIATIONS AND PARTIAL RENUNCIATION.**

Each of the Parties, jointly and severally, hereby accepts the renunciation of Stewart attached as Exhibit 2; the renunciation of The Welch Group attached as Exhibit 3; and the conditional renunciation of NATC attached as Exhibit 4. In addition, each of the Parties, jointly and severally, hereby accepts the renunciation of Katherine as co-trustee of Katherine's Share of the Trust attached hereto as Exhibit 5.

4. **APPOINTMENT OF SOLE TRUSTEE.** Each of the Parties, jointly and severally, as all of the interested persons in the Trust, and in Bob's Share and Katherine's Share of the Trust, hereby consents to the appointment of Robert W. Lee, Jr. as the sole Trustee of the Trust, Bob's Share of the Trust, and Katherine's Share of the Trust, as a result of the Renunciations attached hereto as Exhibits 2, 3, 4 and 5. In addition, if Robert W. Lee, Jr. should fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee of the Trust, or Bob's Share or Katherine's Share of the Trust, then each of the Parties jointly and severally, as all of the interested persons in the Trust and in Bob's Share of the Trust and Katherine's Share of the Trust, hereby designates NATC to serve as sole successor trustee of the Trust, of Bob's Share of the Trust and Katherine's Share of the Trust. Both Robert W. Lee, Jr. and NATC, while serving as trustee, shall be entitled to all of the powers of management, control and disposition of trust assets which are granted to the original trustee under the decedent's Will; and subject to all of the rights, immunities, compensation, terms, exemptions and benefits provided by the decedent's Will.

5. **REMOVAL AND SUBSTITUTION OF TRUSTEE.** Nothing contained herein shall prevent the Parties who are beneficiaries of the Trust or Bob's or Katherine's Share of the Trust, so long as they are adult beneficiaries, from exercising their rights under Item XIII of the Will for the removal and substitution of NATC or any other corporate trustee.

6. **STATUS AS SUCCESSOR FIDUCIARY.** The Parties agree that Robert W. Lee, Jr., NATC and any successor trustee shall be vested with all of the duties, titles, and powers (whether discretionary or otherwise), as if originally named as a fiduciary by the decedent's Will.

7. **RATIFICATION OF DECEDENT'S WILL.** Each of the Parties, jointly and severally, hereby ratify and confirm the terms, conditions and provisions of the decedent's Will except as modified under the terms and conditions of this Agreement.

8. **WAIVER, RELEASE AND INDEMNIFICATION.** Each Party hereby agrees as follows:

A. In the event that the Robert W. Lee, Jr., in his discretion as either Trustee or as Personal Representative, should determine that it is necessary or desirable to obtain court approval for this Agreement or for any of the actions described herein, the Parties agree to waive notice to the filing of any petition for such court approval, and hereby consent to the Court's approval of this Agreement and all of its terms, and the terms of the Exhibits attached to this Agreement, all of which is set forth in the Consents and Waivers of Notice attached hereto as Exhibits 6 through 14.

B. In addition, the Personal Representative, Bob, Bob's Children, Katherine and Katherine's Children, as the beneficiaries of the Trust, Bob's Share of the Trust and Katherine's Share of the Trust, jointly and severally, hereby release and discharge, and agree to indemnify and defend, Stewart, The Welch Group and NATC, jointly and severally, from any liability, responsibility, claim, right, action, cause of action, damage including a reasonable attorney's fee, or suits of any kind or nature, arising from their renunciations or their failure to serve as trustee or co-trustee of the Trust, Bob's Share of the Trust, or Katherine's Share of the Trust; or their consent herein that Robert W. Lee, Jr. shall serve as sole Trustee of such Trust, Bob's Share of the Trust, or Katherine's Share of the Trust. Nothing contained herein shall relieve NATC of any liability or responsibility it may have in the event it becomes the trustee if Robert W. Lee, Jr. should fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee of the Trust, or of Bob's Share of the Trust, or Katherine's Share of the Trust.

9. **EXPENSES OF TRUST.** The Personal Representative shall bear the expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of his agents,

representatives, accountants and counsel.

10. **TAX RETURNS.** Robert W. Lee, Jr. shall file any required federal and state income tax returns required of the Trust or Bob's Share of the Trust or Katherine's Share of the Trust; and shall hold the remaining Parties harmless therefor.

11. **BINDING EFFECT.** This Agreement shall inure to the benefit and be binding upon the Parties hereto, their heirs, successors and administrators.

12. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Alabama.

14. **SEVERABILITY.** If any portion of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that this invalidity or unenforceability shall not affect the other portions of this Agreement, and that the remaining covenants, terms, and conditions or portions thereof shall remain in full force and any arbitrator or court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

15. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments and understandings relating thereto are hereby merged herein. This Agreement cannot be changed or terminated orally.

16. **SURVIVAL OF COVENANTS.** The covenants described herein shall survive the execution of this Agreement.

17. **POTENTIAL MERGER OF TRUSTS.** The Parties agree that paragraph E of Item XVIII of the decedent's Will provides as follows:

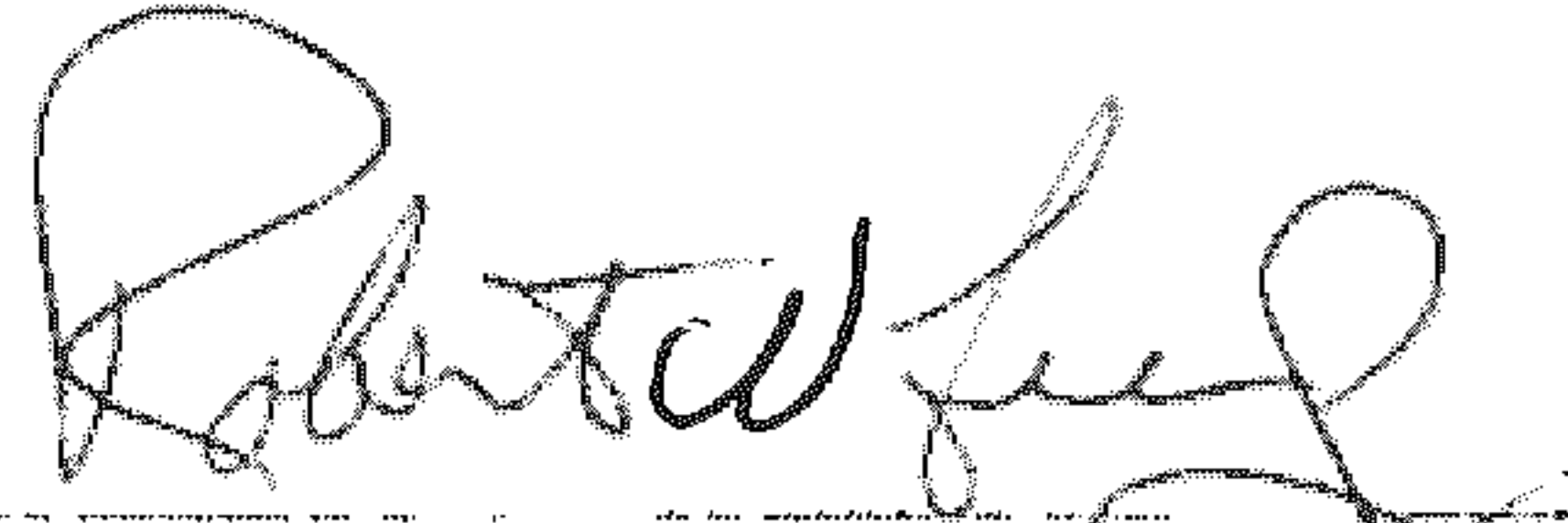
The Trustee, in its discretion may merge and consolidate any trust created hereunder with any other trust, whether created by me or by some other person, if the items of the trust are substantially the same and the trustee(s) are the same; provided, however, that similar trusts shall be merged only with trusts which have the same "inclusion ratio" as defined by the Code.

The Parties acknowledge and agree that Robert's Will dated December 7, 2005, creates a testamentary trust substantially identical to the Trust described herein; that such testamentary

trust is to be divided into two equal shares substantially identical to Bob's Share and Katherine's Share of the Trust referred to herein; that Robert's Will also provides, in paragraph E of Item XVIII, the identical language to that quoted above; and that Robert W. Lee, Jr. is currently serving as trustee of all such trusts and shares thereof arising from Robert's Will as a result of that certain "Non-Judicial Termination and Settlement of the Robert W. Lee Testamentary Trusts under Will dated December 7, 2005," which became effective on April 7, 2020, ~~2019~~. In the event that counsel for the Trust should determine that it is feasible to do so, the Parties consent to the consolidation of the Trust with Robert W. Lee's substantially identical testamentary trust, and Bob's Share and Katherine's Share with the substantially identical shares of the testamentary trust created under Robert's Will.

(SIGNATURES CONTINUED ON PAGES 9 - 17 *infra*)

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on
the date and year first hereinabove written.

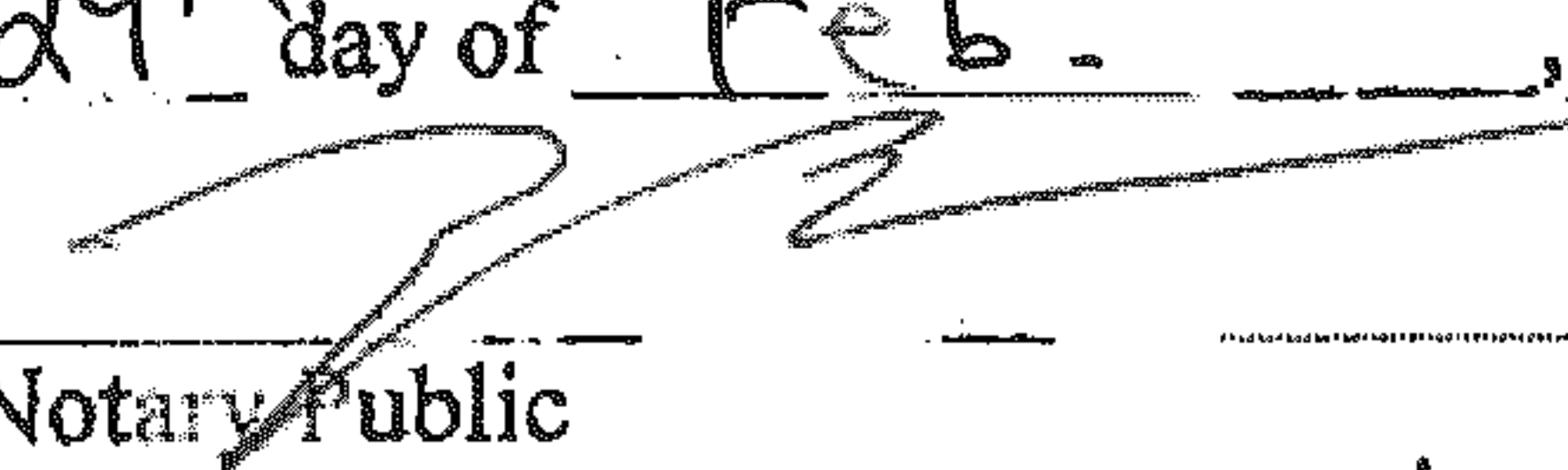


Robert W. Lee, Jr. as the income beneficiary and
life tenant of Bob's Share of the GST Exempt
Family Trust created under Item V of the Last Will
and Testament of Beverly G. Lee, deceased; as
personal representative of the Estate of Beverly G.
Lee, deceased; as a successor co-trustee of Bob's
Share as designated under Item X B. of the Last
Will and Testament of Beverly G. Lee, deceased; as
herein designated trustee of the GST Exempt
Family Trust created under Item V of the Last Will
and Testament of Beverly G. Lee, deceased; and as
herein designated trustee of Bob's share and
Katherine's Share of the GST Family Trust created
under Item V of the Last Will and Testament of
Beverly G. Lee, deceased

STATE OF Texas)
Tarrant COUNTY)

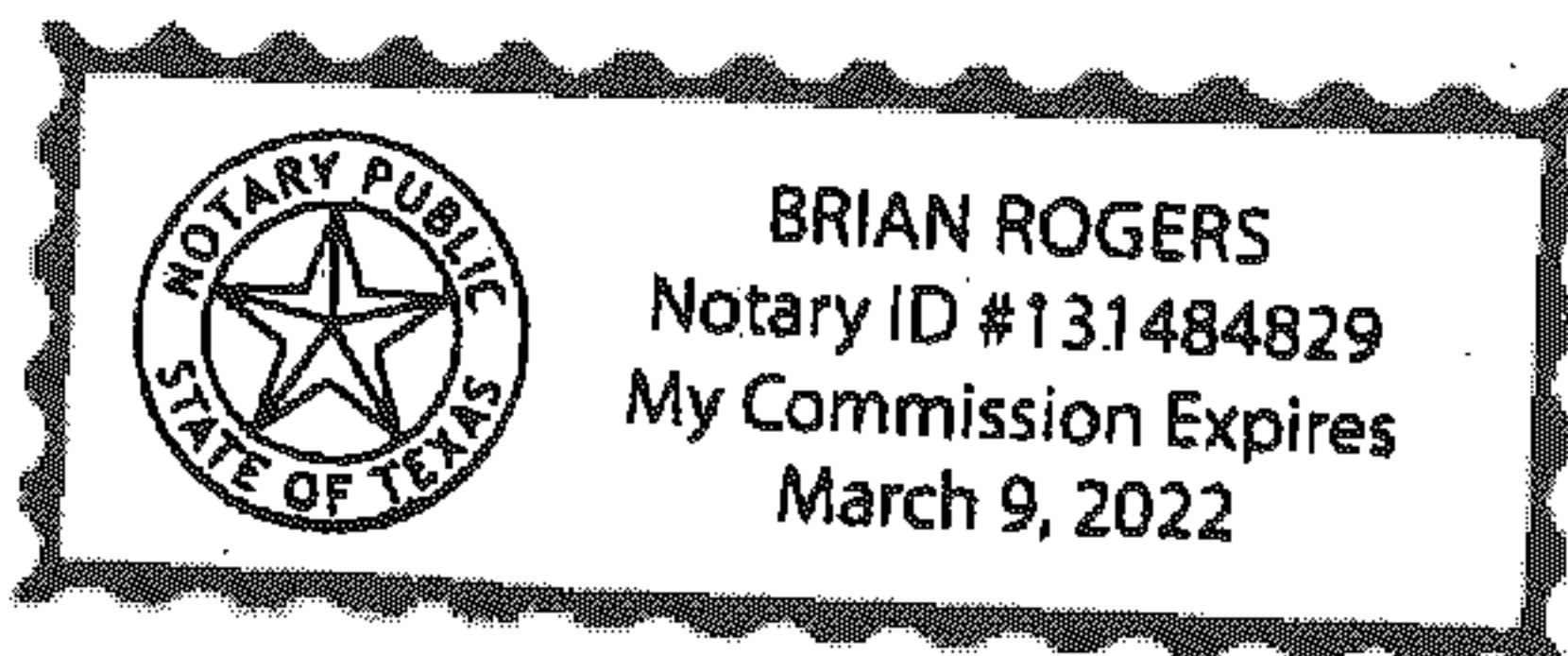
I, the undersigned, a notary public in and for said county in said state, hereby certify that
Robert W. Lee, Jr., whose name in the capacities listed above is signed to the foregoing
document, and who is known to me, acknowledged before me on this date that, being informed
of the contents thereof, Robert W. Lee, Jr. executed the same voluntarily.

Subscribed and sworn to before me this the 29th day of Feb., ~~2019~~ 2020


Notary Public

(SEAL)

My Commission Expires: 03/09/2022



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on
the date and year first hereinabove written.

Angela Abbott

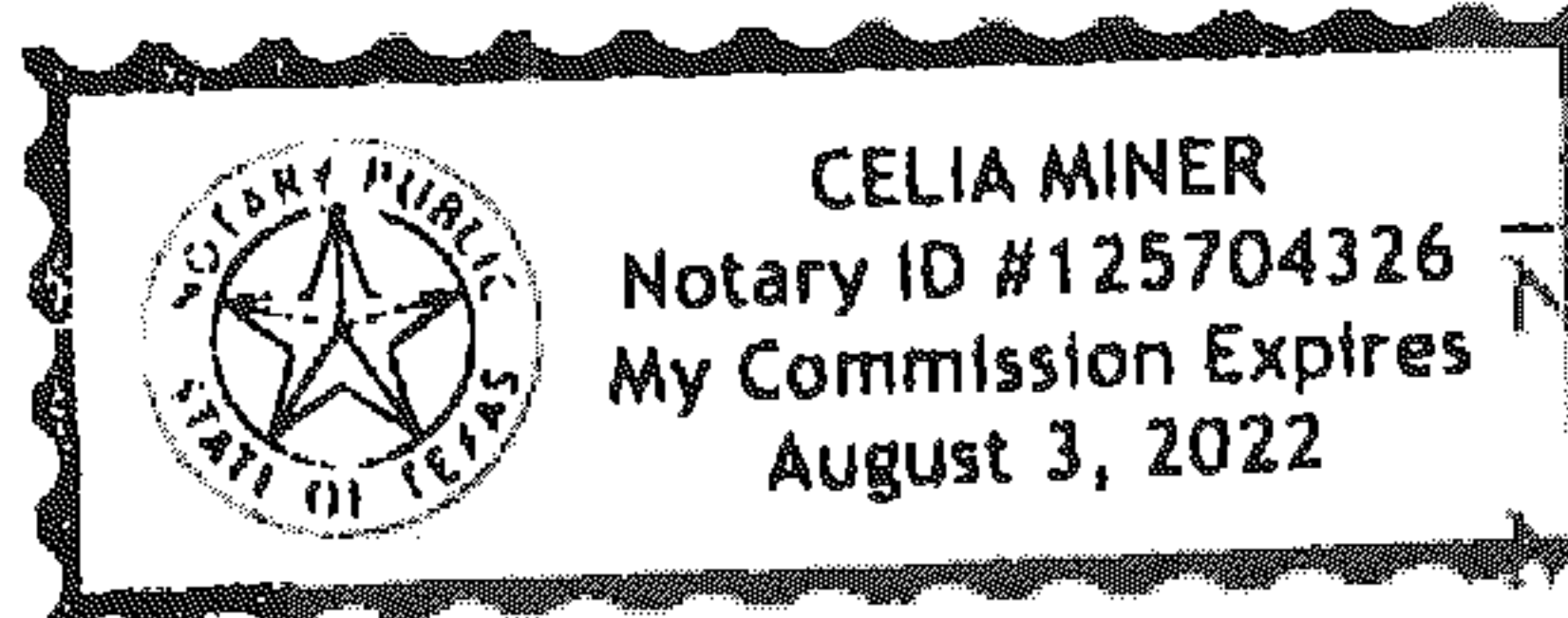
Angela Abbott, as a child and descendant of Robert W. Lee, Jr., and a grandchild of Robert W. Lee and Beverly G. Lee, who is an income beneficiary of Robert W. Lee, Jr.'s Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased, and a presumptive remainder beneficiary of Robert W. Lee, Jr.'s Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased, for herself and as virtual representative having a substantially identical interest with any other children or descendants of Robert W. Lee, Jr. who may be hereafter born or adopted by Robert W. Lee, Jr., and for her own descendants, all of whom would be income beneficiaries and/or contingent successor remainder beneficiaries of Robert W. Lee, Jr.'s Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased

STATE OF Texas)
Tarrant COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Angela Abbott, whose name in the capacities listed above is signed to the foregoing document, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, Angela Abbott executed the same voluntarily.

Subscribed and sworn to before me this the 29th day of February, 2019. 2020

(SEAL)



Celia Miner
Notary Public

My Commission Expires: Aug 3, 2022

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on
the date and year first hereinabove written.


Melissa Cantalini, as a child and descendant of Robert W. Lee, Jr., and a grandchild of Robert W. Lee and Beverly G. Lee, who is an income beneficiary of Robert W. Lee, Jr.'s Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased, and a presumptive remainder beneficiary of Robert W. Lee, Jr.'s Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased, for herself and as virtual representative having a substantially identical interest with any other children or descendants of Robert W. Lee, Jr. who may be hereafter born or adopted by Robert W. Lee, Jr., and for her own descendants, all of whom would be income beneficiaries and/or contingent successor remainder beneficiaries of Robert W. Lee, Jr.'s Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased

STATE OF MICHIGAN)
KENT COUNTY)

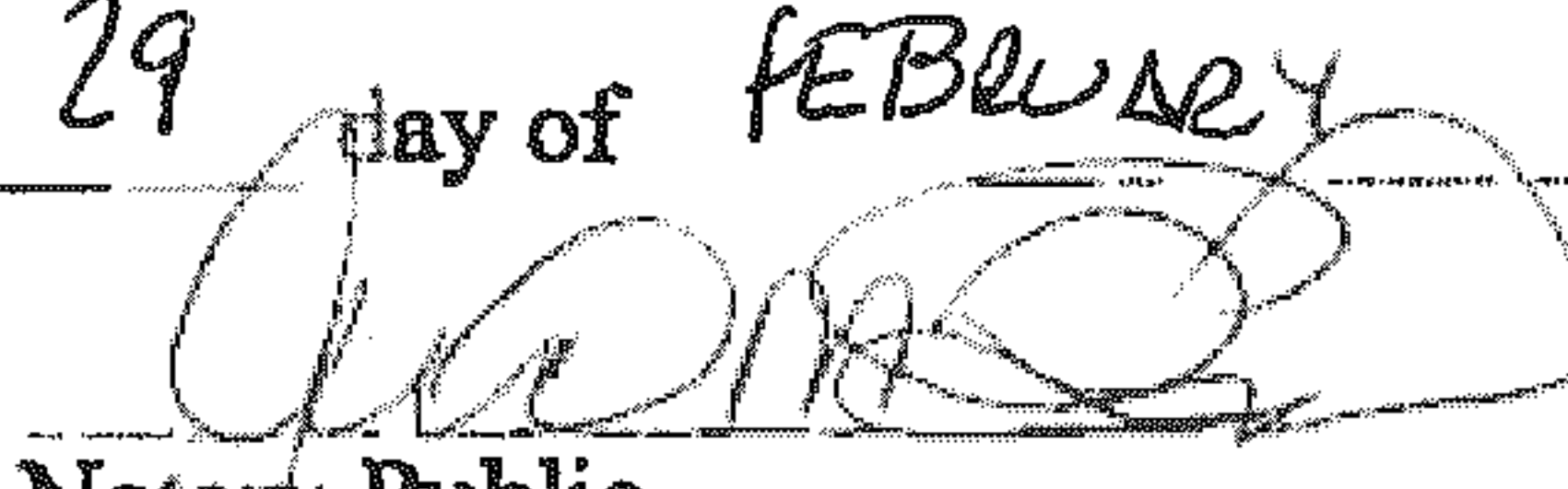
I, the undersigned, a notary public in and for said county in said state, hereby certify that Melissa Cantalini, whose name in the capacities listed above is signed to the foregoing document, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, Melissa Cantalini executed the same voluntarily.

Subscribed and sworn to before me this the

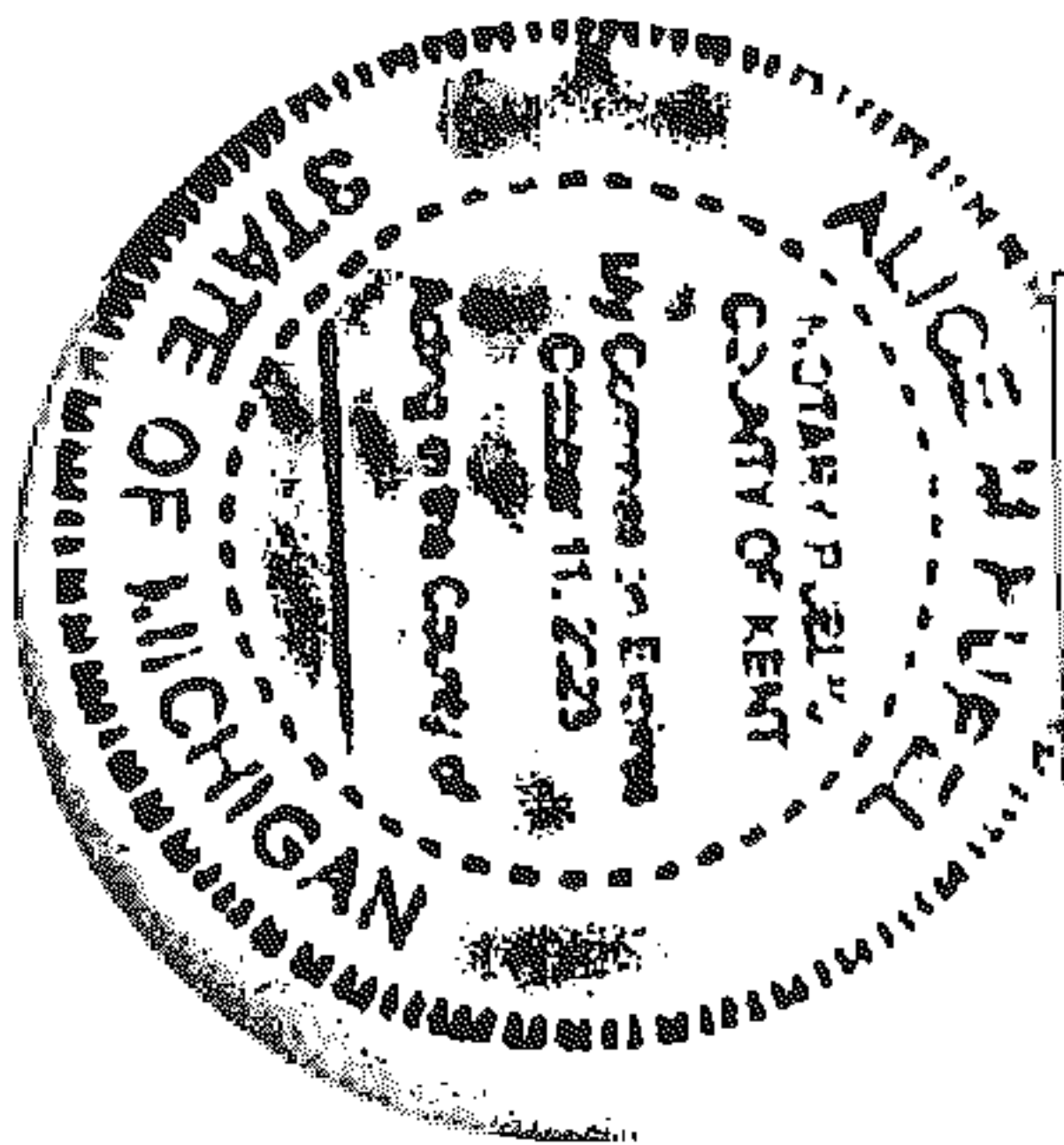
29 day of FEBRUARY, 2019, 2020

ALICE M PUPEL
NOTARY PUBLIC - MICHIGAN
KENT COUNTY

(SIGNED) IN THE COUNTY OF KENT
MY COMMISSION EXPIRES OCT. 11, 2023


Notary Public

My Commission Expires: 10/11/2023

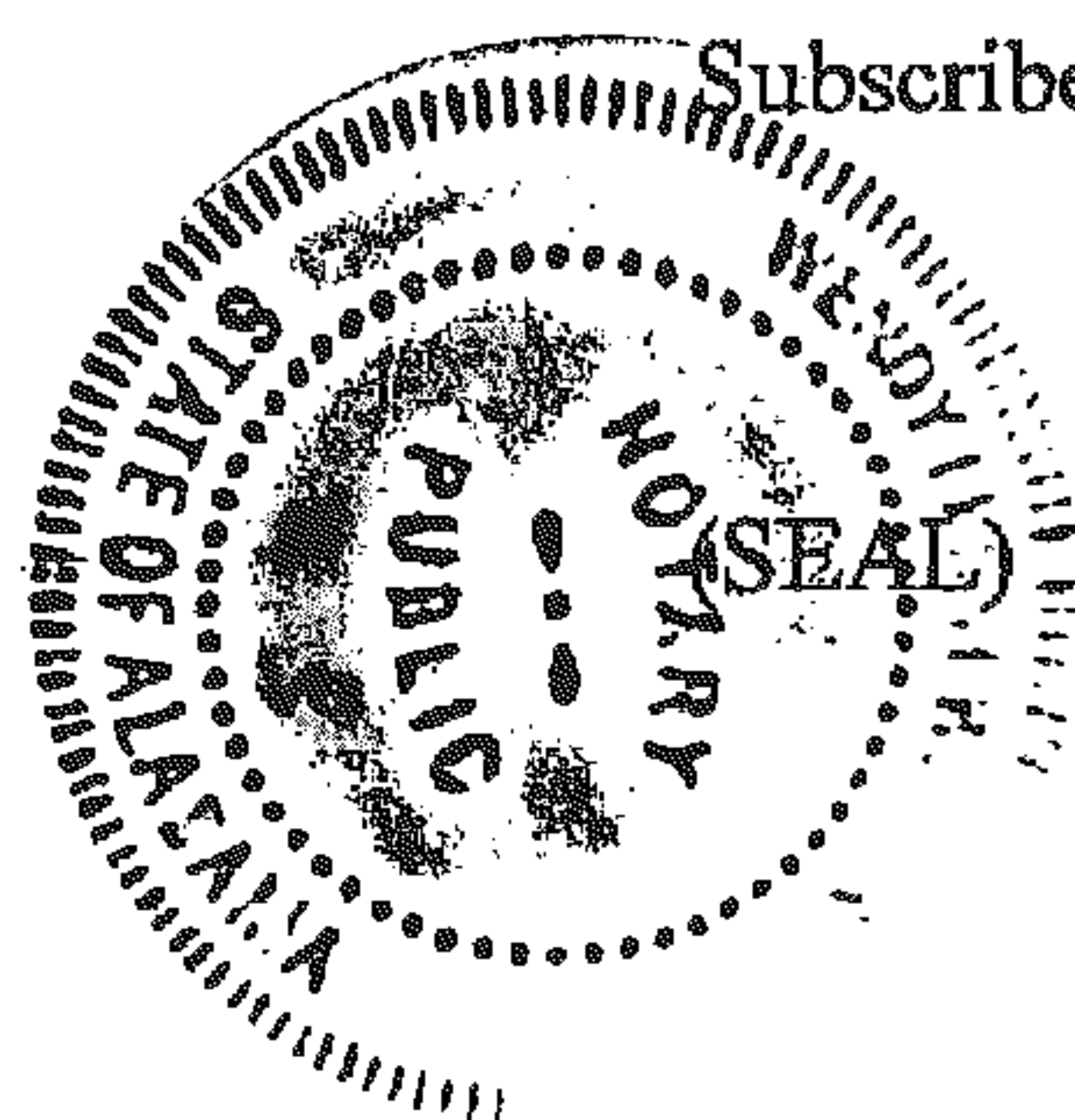


IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on
the date and year first hereinabove written.

Katherine Ann McLemore
Katherine Ann McLemore as the income
beneficiary and life tenant of Katherine's Share of
the GST Exempt Family Trust created under Item V
of the Last Will and Testament of Beverly G. Lee,
deceased; and as a designated successor co-trustee
of Katherine's Share of the GST Exempt Family
Trust pursuant to Item X B. of the Last Will and
Testament of Beverly G. Lee, deceased

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that
Katherine Ann McLemore, whose name in the capacities listed above is signed to the foregoing
document, and who is known to me, acknowledged before me on this date that, being informed
of the contents thereof, Katherine Ann McLemore executed the same voluntarily.

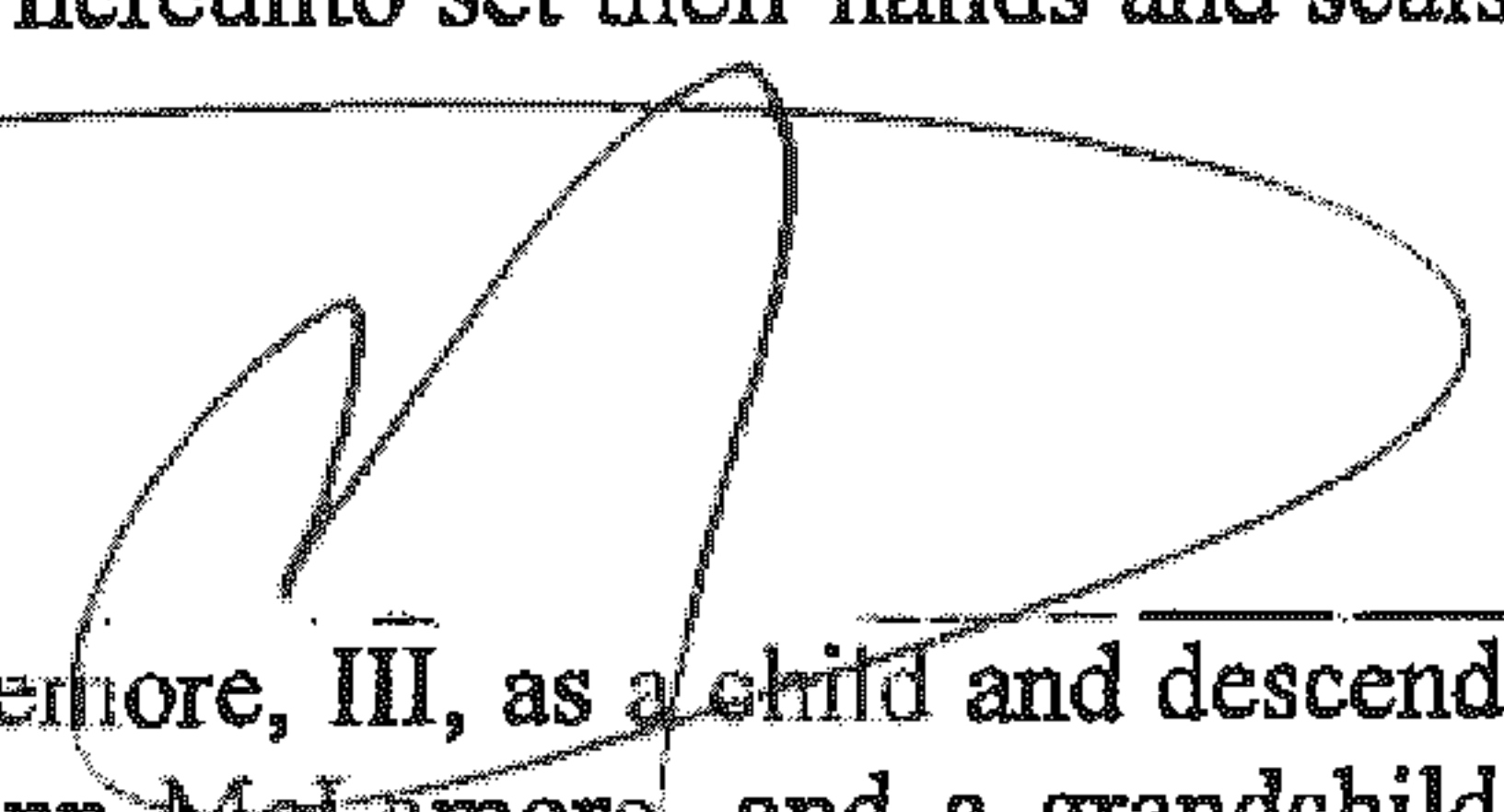


Subscribed and sworn to before me this the 5th day of March, 2019-2020

Wendy Leigh Webb
Notary Public

My Commission Expires: August 9, 2023

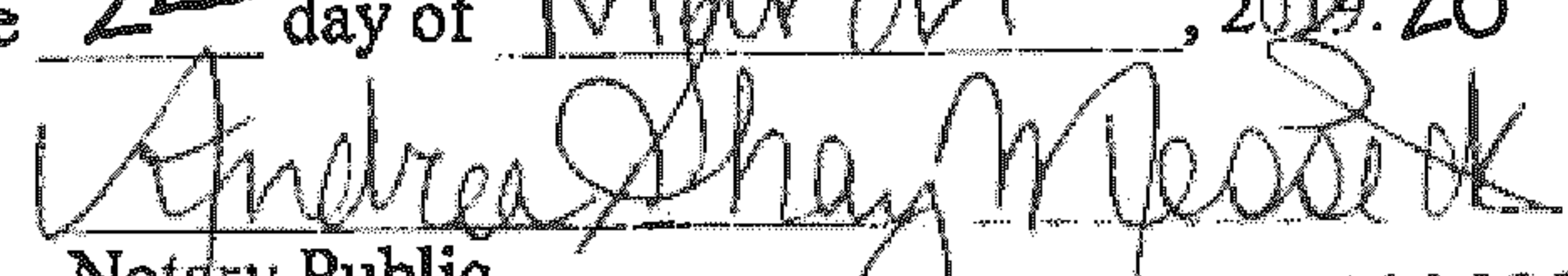
IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on
the date and year first hereinabove written.


Robert C. McLemore, III, as a child and descendant
of Katherine Ann McLemore, and a grandchild of
Robert W. Lee and Beverly G. Lee, who is an
income beneficiary of Katherine Ann McLemore's
Share of the GST Exempt Family Trust created
under Item V of the Last Will and Testament of
Beverly G. Lee, deceased, and a presumptive
remainder beneficiary of Katherine Ann
McLemore's Share of the GST Exempt Family
Trust created under Item V of the Last Will and
Testament of Beverly G. Lee, deceased, for himself
and as virtual representative having a substantially
identical interest with any other children or
descendants of Katherine Ann McLemore who may
be hereafter born or adopted by Katherine Ann
McLemore, and for his own descendants, all of
whom would be income beneficiaries and/or
contingent successor remainder beneficiaries of
Katherine Ann McLemore's Share of the GST
Exempt Family Trust created under Item V of the
Last Will and Testament of Beverly G. Lee,
deceased

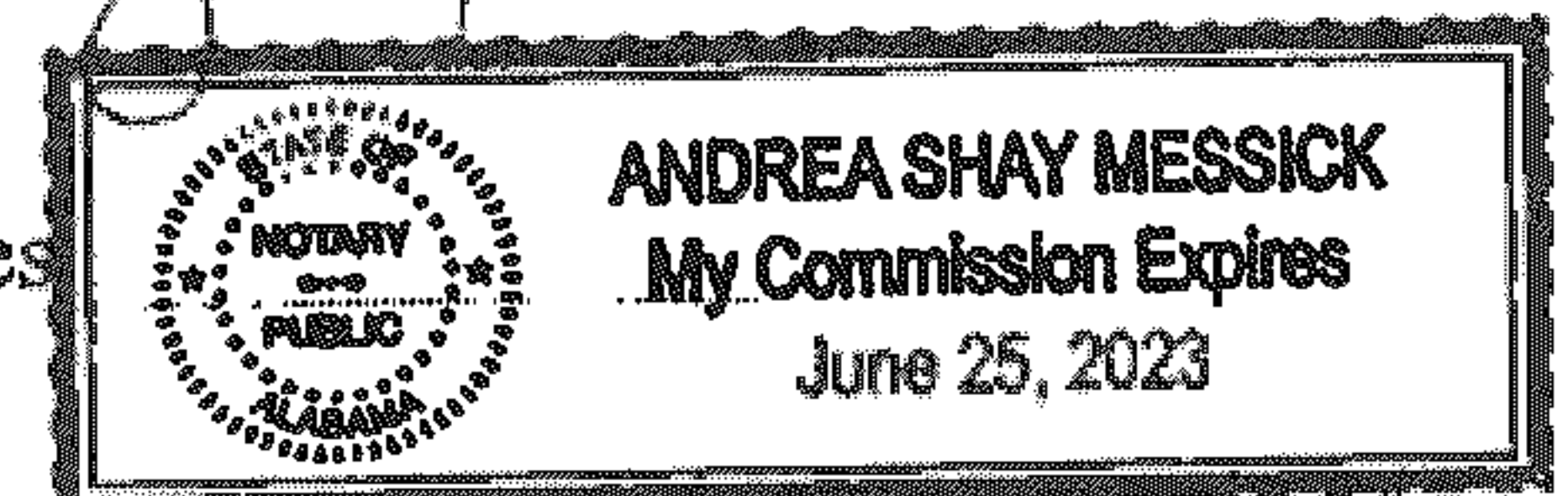
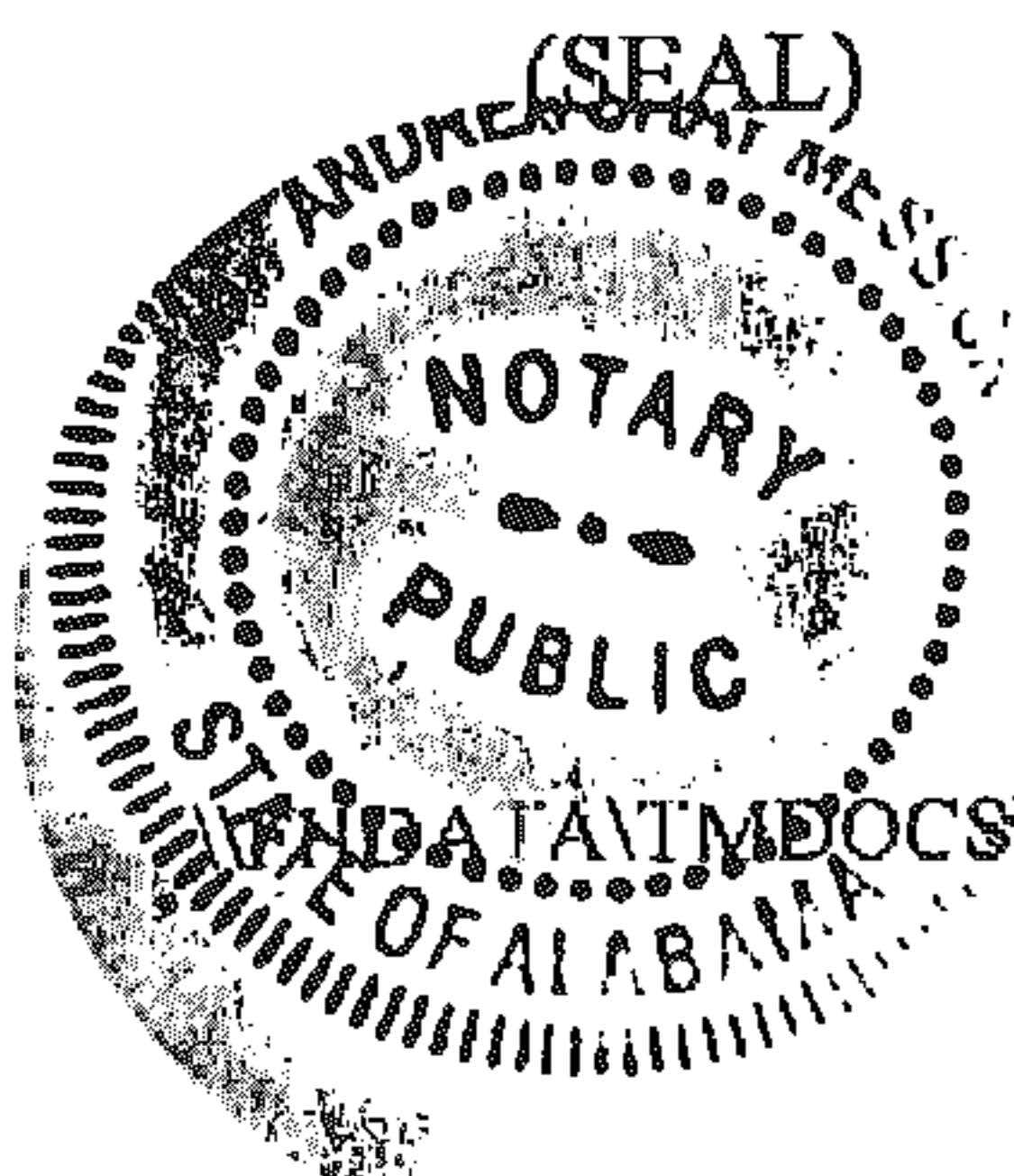
STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that
Robert C. McLemore, III, whose name in the capacities listed above is signed to the foregoing
document, and who is known to me, acknowledged before me on this date that, being informed
of the contents thereof, Robert C. McLemore, III executed the same voluntarily.

Subscribed and sworn to before me this the 2nd day of March, 2020


Notary Public

My Commission Expires



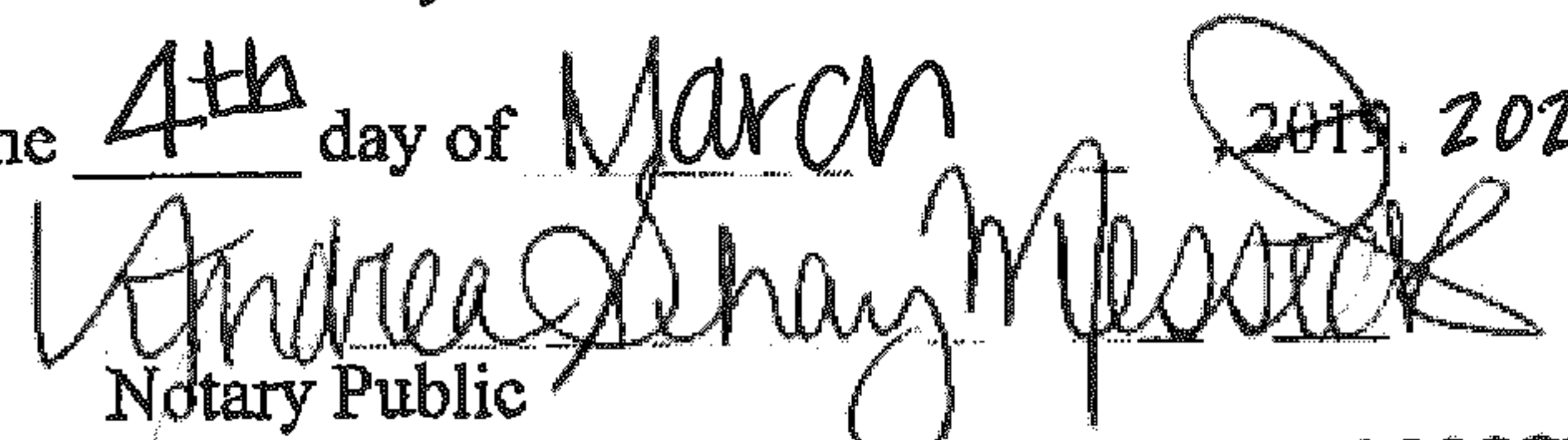
IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on
the date and year first hereinabove written.


Ryan Hendricks, as a child and descendant of
Katherine Ann McLemore, and a grandchild of
Robert W. Lee and Beverly G. Lee, who is an
income beneficiary of Katherine Ann McLemore's
Share of the GST Exempt Family Trust created
under Item V of the Last Will and Testament of
Beverly G. Lee, deceased, and a presumptive
remainder beneficiary of Katherine Ann
McLemore's Share of the GST Exempt Family
Trust created under Item V of the Last Will and
Testament of Beverly G. Lee, deceased, for himself
and as virtual representative having a substantially
identical interest with any other children or
descendants of Katherine Ann McLemore who may
be hereafter born or adopted by Katherine Ann
McLemore, and for his own descendants, all of
whom would be income beneficiaries and/or
contingent successor remainder beneficiaries of
Katherine Ann McLemore's Share of the GST
Exempt Family Trust created under Item V of the
Last Will and Testament of Beverly G. Lee,
deceased

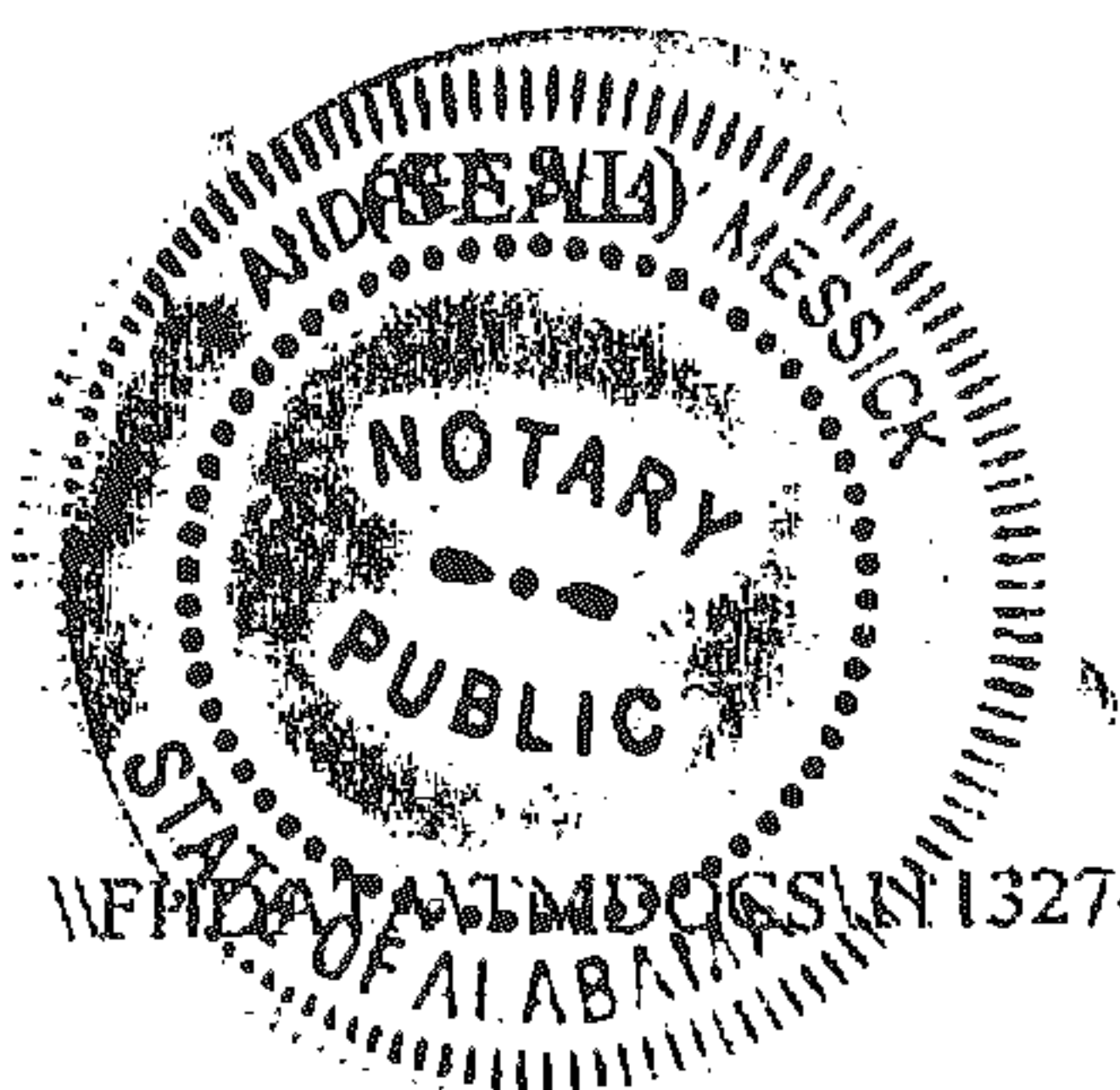
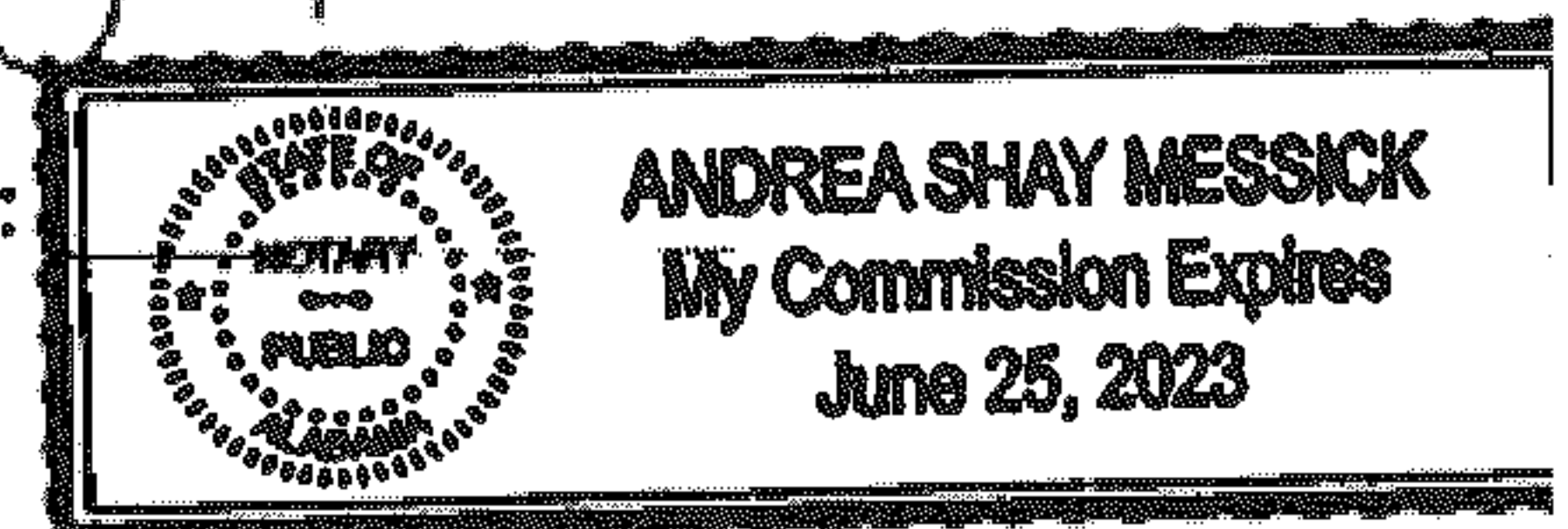
STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that
Ryan Hendricks, whose name in the capacities listed above is signed to the foregoing document,
and who is known to me, acknowledged before me on this date that, being informed of the
contents thereof, Ryan Hendricks executed the same voluntarily.

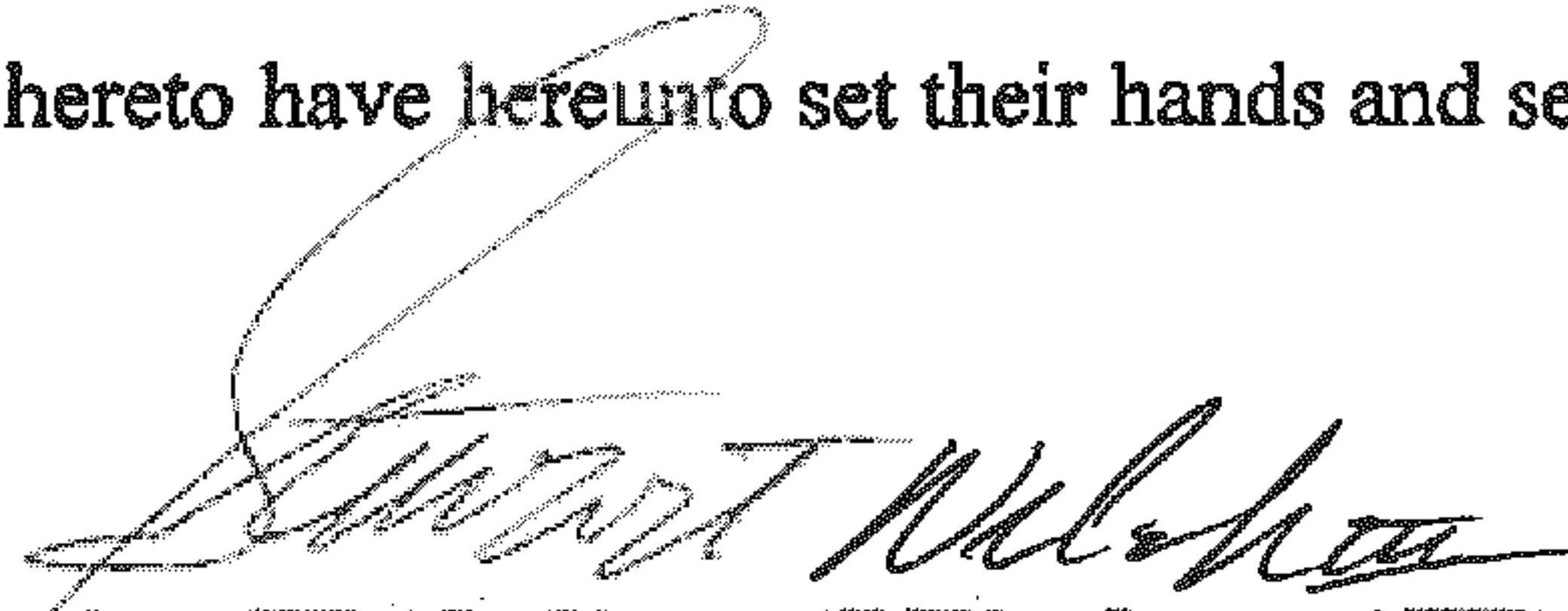
Subscribed and sworn to before me this the 4th day of March, 2019. 2020


Notary Public

My Commission Expires:



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on
the date and year first hereinabove written.

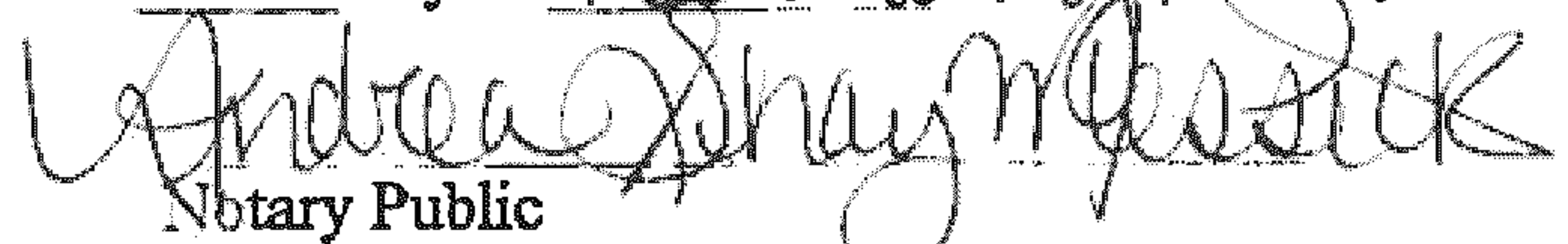


Stewart H. Welch, III, as a designated successor trustee of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased; and a designated successor co-trustee of Robert W. Lee, Jr.'s Share and Katherine's Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased

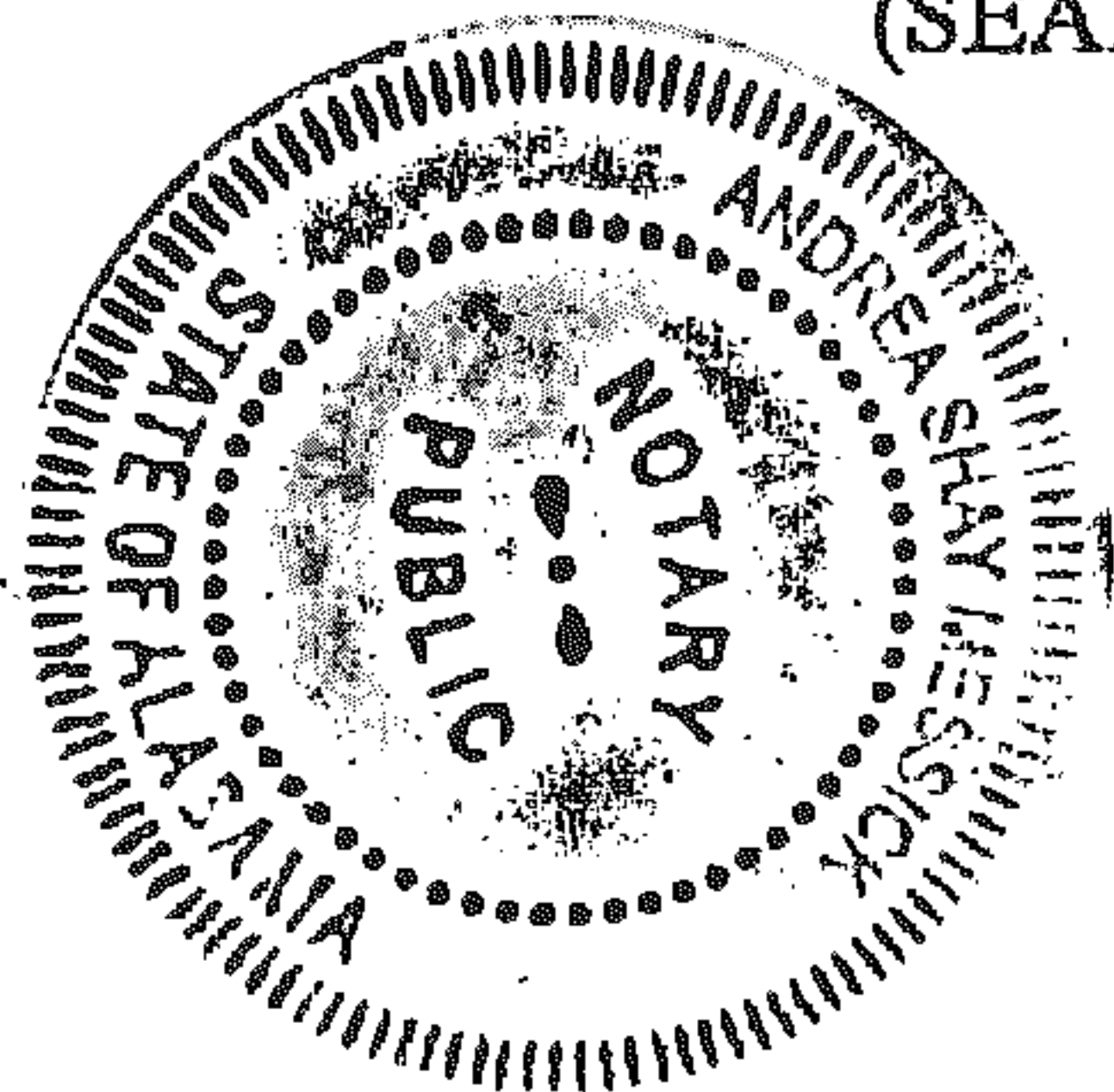
STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stewart H. Welch, III, whose name in the capacities listed above is signed to the foregoing document, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, Stewart H. Welch, III executed the same voluntarily.

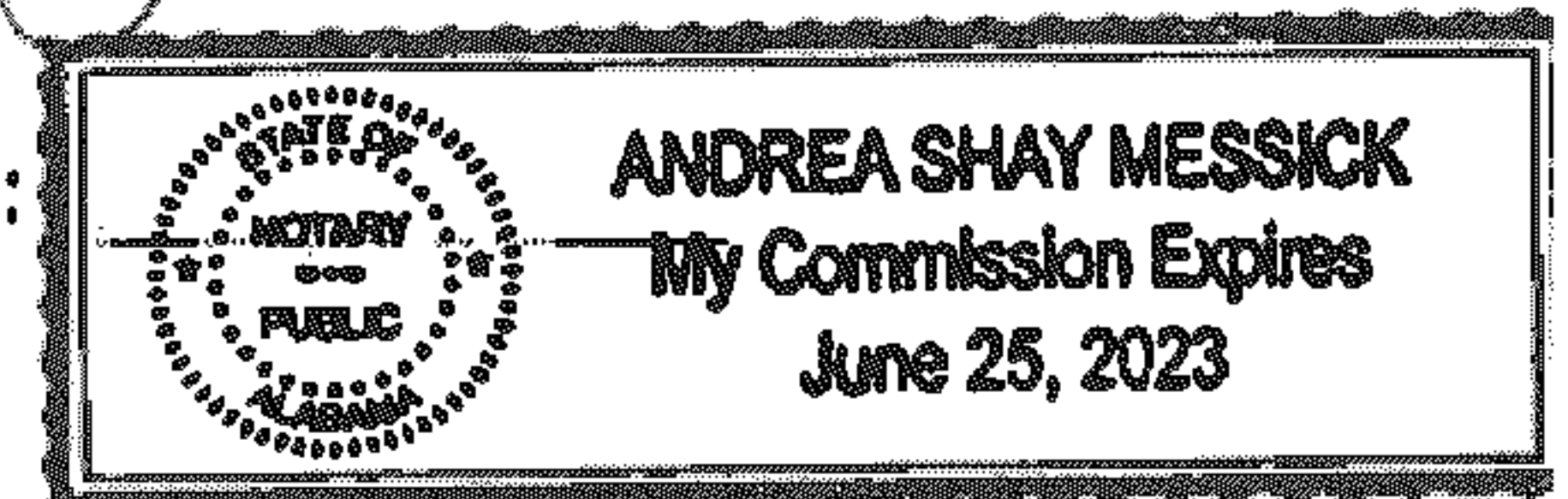
Subscribed and sworn to before me this the 28th day of February, 2020


Notary Public

(SEAL)



My Commission Expires:



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the date and year first hereinabove written.

THE WELCH GROUP, LLC, as a designated alternate successor trustee of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased; and a designated alternate successor co-trustee of Robert W. Lee, Jr.'s Share and Katherine's Share of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased

By:

Its: Member

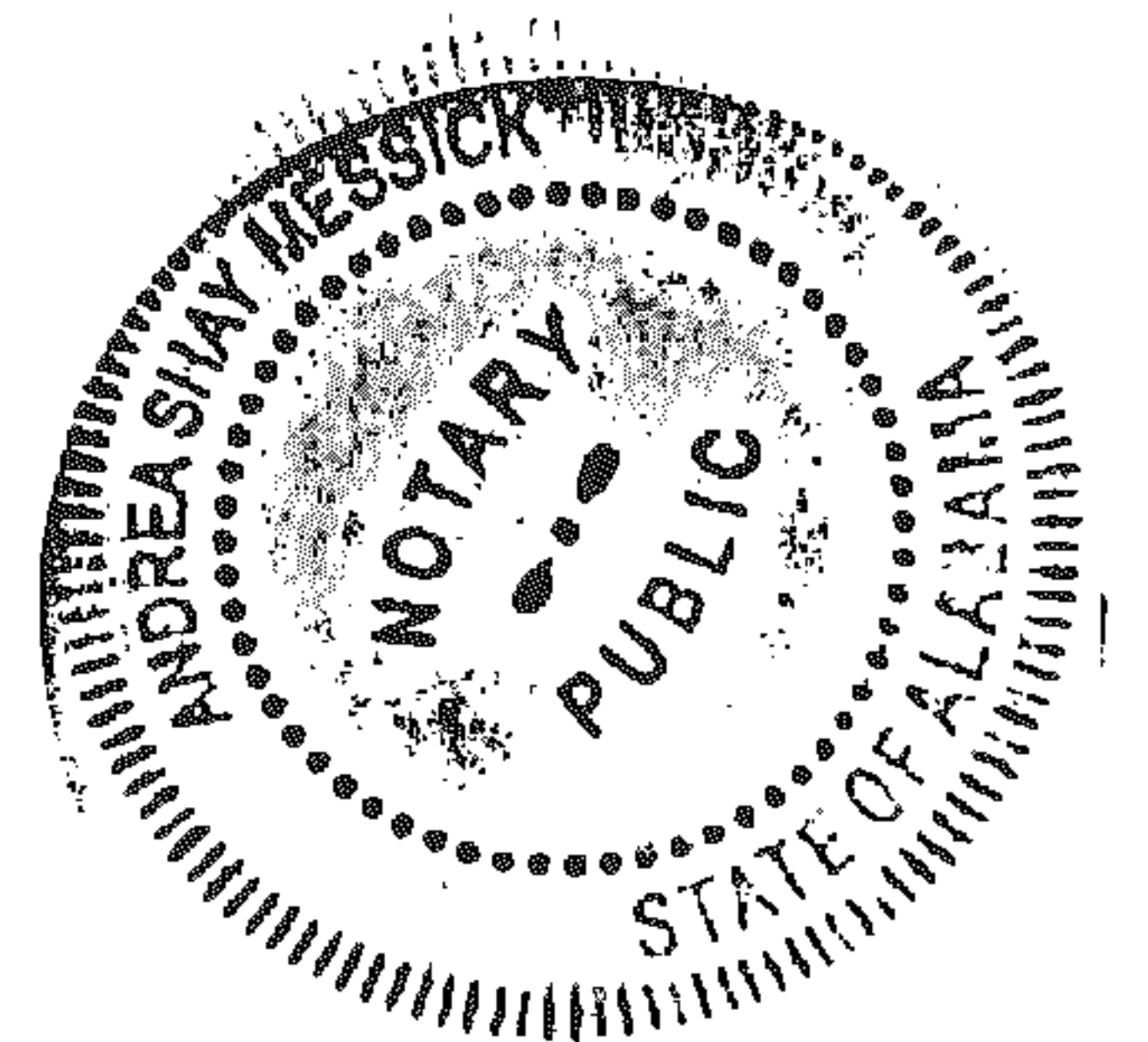
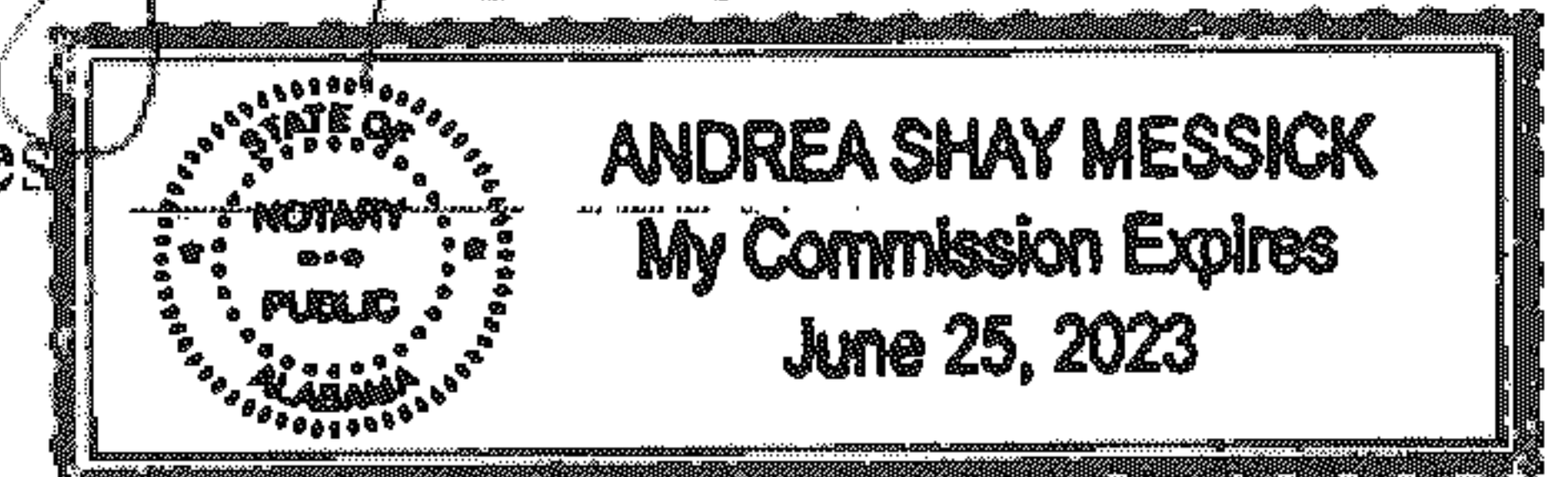
I, the undersigned, a Notary Public in and for the State of Alabama, County of Jefferson, hereby certify that Stewart Welch, whose name is signed to the foregoing document Member of The Welch Group, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day, that being informed of the contents of the document, and with full authority as such officer, the same was executed voluntarily on the day the same bears date.

Given under my hand and seal on

February 28th 2020

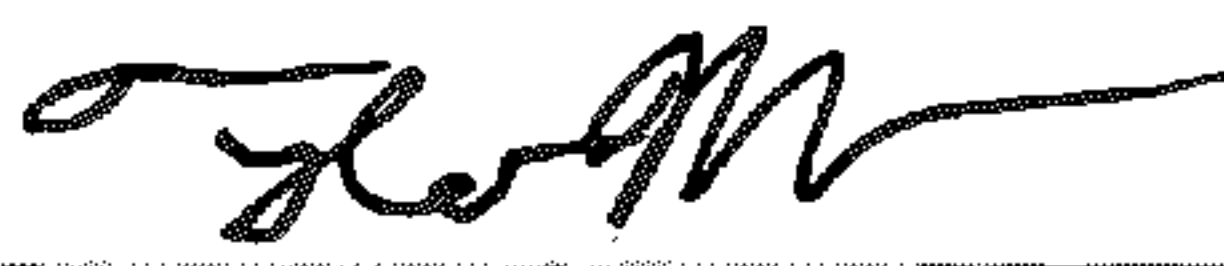
Andrea Shay Messick
Notary Public

My Commission Expires



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the date and year first hereinabove written.

NATIONAL ADVISORS TRUST COMPANY
OF KANSAS CITY, MISSOURI, formerly
identified as National Advisors Trust Company,
FSB, of Overland Park, Kansas, a federal
savings bank, as a designated second alternate
successor trustee of the GST Exempt Family Trust
created under Item V of the Last Will and
Testament of Beverly G. Lee, deceased; and a
designated second alternate successor co-trustee of
Robert W. Lee, Jr.'s Share and Katherine's Share of
the GST Exempt Family Trust created under Item V
of the Last Will and Testament of Beverly G. Lee,
deceased

By: 
Tyler Menden
Its: V.P. : Trust Counsel

I, the undersigned, a Notary Public in and for the State of Missouri, County
of Jackson, hereby certify that Tyler Menden, whose
name is signed to the foregoing document as V.P. : Trust Counsel of National Advisors
Trust Company of Kansas City, Missouri, a corporation, and who is known to me, acknowledged
before me on this day, that being informed of the contents of the document, and with full
authority as such officer, the same was executed voluntarily on the day the same bears date.

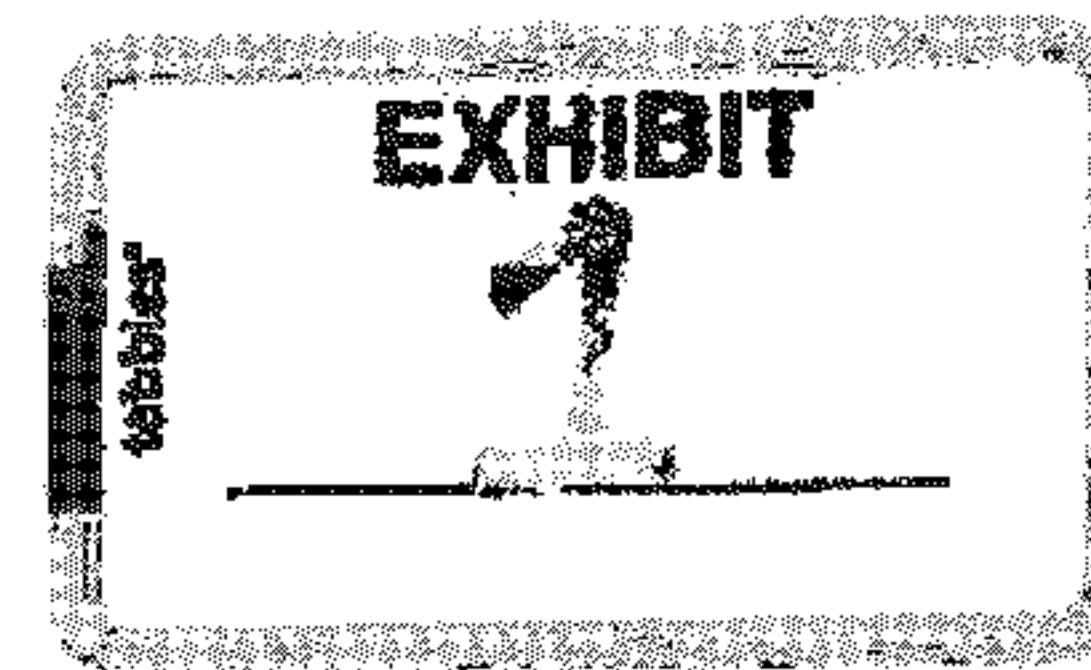
Given under my hand and seal on February 4, 2020.



SALINE ROBERTS
My Commission Expires
May 25, 2020
Jackson County
Commission #12545514


Notary Public
My Commission Expires: 5-25-2020

COPY



FIRST CODICIL TO
LAST WILL AND TESTAMENT
OF
BEVERLY G. LEE

11 SE. 2019

I, BEVERLY G. LEE, a resident of Shelby County, Alabama, being of sound and disposing mind and memory, do make, publish and declare this First Codicil to my Last Will and Testament, executed on December 7, 2005, in the presence of Louis B. Feld, James J. Coomes, and Donna B. Frey.

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

I.

Paragraph A. of ITEM VIII. of my Will, appearing on page 10 thereof, is hereby eliminated and deleted in its entirety, and the following is substituted in lieu and instead thereof:

"A. I hereby nominate and appoint ROBERT W. LEE, JR. to serve as Personal Representative under this Will. If ROBERT W. LEE, JR. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Personal Representative, then I nominate and appoint KATHERINE ANN McLEMORE to serve as Personal Representative hereunder."

II.

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

[SIGNATURES ON FOLLOWING PAGE]

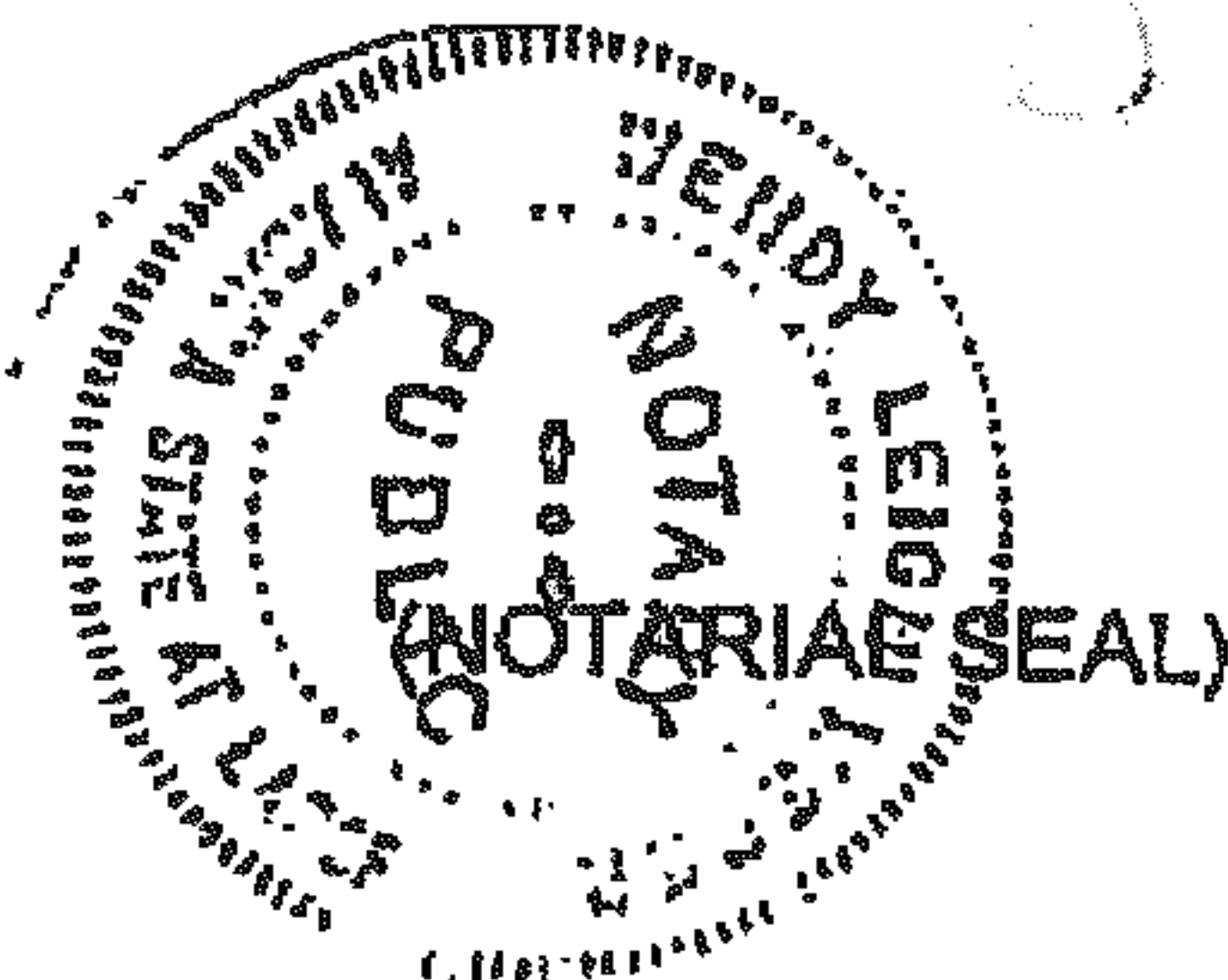
IN WITNESS WHEREOF, I, BEVERLY G. LEE, the Testatrix, sign my name to this First Codicil to my Last Will and Testament, on June 19th, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as the First Codicil to my Last Will and Testament and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Beverly G. Lee
BEVERLY G. LEE

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 the First Codicil to the Testatrix's Last Will and Testament and that the Testatrix signs it willingly (or willingly directs another to sign for the Testatrix), and that each of us, in the presence and hearing of the Testatrix, hereby signs this First Codicil as witness to the Testatrix's signing, and that to the best of our knowledge, the Testatrix is eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

C. Hugh Smith
Kimberly R. Reynolds

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public in and for the State of Alabama at Large, by BEVERLY G. LEE, the Testatrix, and subscribed and sworn to before me by C. Hugh Smith and Kimberly R. Reynolds, witnesses, on June 19th, 2015.



Wendy Leigh Webb
Notary Public
My Commission Expires: Sept 23, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20200716000297250 07/16/2020 01:14:41 PM AGREEMNT
20/72

COPY

11 SEP 2019

LAST WILL AND TESTAMENT

OF

BEVERLY G. LEE

Dated 12/7/05

This instrument was prepared by:
Louis B. Feld, Esq.
Feld, Hyde, Wertheimer, Bryant & Stone, P.C.
2000 SouthBridge Parkway, Suite 500
Birmingham, Alabama 35209
(205) 802-7575

LAST WILL AND TESTAMENT

OF

BEVERLY G. LEE

I, BEVERLY G. LEE, a resident of the State of Alabama, Shelby County, being of sound mind and disposing memory, do hereby make, publish and declare this instrument as and for my Last Will and Testament and hereby expressly revoke all prior wills and codicils that I have made.

ITEM I.

INTRODUCTION

My name is BEVERLY G. LEE. I am married to ROBERT W. LEE, hereinafter sometimes referred to as my husband. As of the date of this Will, I have two (2) children, whose names are ROBERT W. LEE, JR. and KATHERINE ANN McLEMORE. For the purposes of this Will, references to my "children" shall mean the children named herein.

ITEM II.

PERSONAL PROPERTY

A. I give and devise all my jewelry, wearing apparel, automobile(s), boat(s), motor home(s), books, pictures, art objects, hobby equipment, farming equipment, tools, club memberships, furniture and furnishings, china, crystal, and all other articles of personal and household use, together with any insurance thereon, to my husband, if he survives me.

B. If my husband does not survive me, then I give and devise all of said property, in equal shares, to my children. If a child of mine shall not survive me, such child's share of said property shall pass to his or her descendants, in equal shares, per stirpes, if any, and if none, to my other child, per stirpes. In the absence of agreement of the beneficiaries as to the division of said property, the Personal Representative shall have the sole and absolute discretion to distribute said property and the proceeds of any of it the Personal Representative chooses to sell, among the beneficiaries, having due regard for the personal preference of such beneficiaries, and such division shall be conclusive and binding; provided, however, that there shall be no adjustment if the value of any shares exceeds the value of any other share.

C. I hereby vest in the Personal Representative full power and authority to determine what objects of property are included in the foregoing description contained in this Item of my Will.

D. The Personal Representative shall be discharged as to any payment or transfer hereunder without liability for the subsequent application thereof. The reasonable costs of safeguarding, insuring and storing the items passing under this devise before their distribution shall be expenses of administration of my estate.

ITEM III.

DISPOSITION OF RESIDUE

All the rest, residue and remainder of the property which I may own at the time of my death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, including all property which I may acquire or become entitled to after the execution of this Will, including all lapsed legacies and devises and including any property over or concerning which I may have any power of appointment (hereinafter referred to as my "residuary estate"), I dispose of as follows:

A. If my husband survives me, I give and devise my residuary estate as follows:

1. I give and devise to the Trustee, hereinafter appointed, in trust, for the uses and purposes and with the powers hereinafter set forth, that fractional share of my residuary estate of which the numerator is equal to the lesser of (i) the value of my estate or (ii) the largest amount that can pass free of federal estate tax by reason of the credit allowable under Section 2010 of the Code 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, after taking into account (a) my adjusted taxable gifts, (b) property disposed of in other paragraphs of this Will (other than subparagraph A.2. below) or passing outside of this Will which is includible in my gross estate and does not qualify for the marital or charitable deductions, and (c) charges to principal of my estate that are not allowed as deductions in computing my federal estate tax, and of which the denominator is the value of my residuary estate. The assets comprising the allocation determined in the manner set forth herein shall be held, administered and distributed in accordance with the terms of the Family Trust as set forth in the Item of this Will entitled FAMILY TRUST.

a. For purposes of establishing such fraction, the final determinations for federal estate tax purposes shall control.

b. Regardless of its value, there shall be included in the Family Trust any asset or the proceeds of any asset which does not qualify for the marital deduction for federal estate tax purposes.

2. I give and devise the remaining balance of my residuary estate to my husband, absolutely and forever. It is my intent to secure for my estate the marital deduction allowable by the Code in force on the occasion of my death to the extent set forth in this subparagraph of my Will, and I direct the Personal Representative to take whatever action may be necessary to obtain the marital deduction. If the effect of any provision of this Will would be to prevent the allowance of the marital deduction with

respect to this devise, then I direct that such offending provisions shall not apply to this devise, and this Will shall be construed as if such offending provisions did not exist.

B. If my husband does not survive me, then I give and devise the said property as follows:

1. I give and devise an amount equal to the "GST exemption" (as defined by Chapter 13 of the Code) available at my death, reduced by any amounts of the GST exemption which I have allocated during my lifetime and reduced further by any amounts of the GST exemption which is allocated by the Personal Representative to transfers made by me during my life and to direct skips occurring at my death, to the Trustee of the GST Exempt Family Trust, to be apportioned, held, administered and distributed by the Trustee in accordance with the terms and conditions of the GST Exempt Family Trust as set forth in the Item of this Will entitled GST EXEMPT FAMILY TRUST. The Personal Representative shall satisfy this devise wholly or partly in cash or property selected by the Personal Representative which is fairly representative, on the date or dates of distribution of appreciation or depreciation in the value thereof for federal estate tax purposes in my estate, of all property available for distribution in satisfaction of this devise.

2. I give and devise the balance of said property to the Trustee of the GST Non-Exempt Family Trust, to be apportioned, held, administered and distributed by the Trustee in accordance with the terms and conditions of the GST Non-Exempt Family Trust as set forth in the Item of this Will entitled GST NON-EXEMPT FAMILY TRUST.

ITEM IV.

FAMILY TRUST

A. The Trustee shall hold the Family Trust, without division into shares, in trust for the use and benefit of my husband and my descendants until the death of my husband. During such period, the Trustee shall distribute from time to time to any one or more of my husband and my descendants then living (whether the parents of such descendants are living or deceased) as much of the net income and principal from this trust, even to the extent of exhausting principal, as the Trustee may deem necessary from time to time for the education, support in his or her accustomed manner of living, maintenance in health and reasonable comfort, and his or her health, medical, dental, hospital and nursing expenses and expenses of invalidism of my husband and my descendants, without any duty of equalization but considering resources otherwise available; provided, however, that:

1. It is my intention that this power of appointment which I have granted to the Trustee shall be exercised by such Trustee only in strict accordance with the standards set forth in this paragraph. The power granted hereunder is intended to be limited by an ascertainable standard as the term is interpreted under Sections 2041(b)(1)(A) and 2514(c)(1) of the Code.

2. Any undistributed net income shall be accumulated and added to the principal of this trust.

3. My primary concern during the lifetime of my husband is for his support in his accustomed manner of living, maintenance in health and reasonable comfort, and his health, medical, dental, hospital and nursing expenses and expenses of invalidism, and the Trustee need not consider the interests of any other beneficiary in making distributions to my husband under this paragraph.

4. No distributions made under this paragraph to any of my descendants shall be charged as an advancement to that descendant.

B. Upon the death of the last to die of my husband and me (hereinafter in this Will referred to as the "apportionment date"), the Trustee shall transfer and pay over this trust as follows:

1. The portion of this trust having an inclusion ratio of zero (0) for generation-skipping transfer tax purposes (or all of this trust if the trust is not subject to generation-skipping transfer tax on the apportionment date) shall be transferred and paid over to the Trustee of the GST Exempt Family Trust, to be apportioned, held, administered and distributed by the Trustee under the same terms and conditions of the GST Exempt Family Trust.

2. The portion of this trust having an inclusion ratio of other than zero (0) for generation-skipping transfer tax purposes shall be transferred and paid over to the Trustee of the GST Non-Exempt Family Trust, to be apportioned, held, administered and distributed by the Trustee under the same terms and conditions of the GST Non-Exempt Family Trust.

C. My husband, by signed instrument delivered from time to time to the Trustee during the lifetime of my husband specifically referring to this limited power of appointment, or by specific reference thereto in his Will, shall have the power to direct the Trustee to (i) alter the disposition of this trust upon the apportionment date by dividing it among my descendants (regardless of whether or not their parents are living or deceased) and/or any charitable organization, as hereinafter defined, as my husband may desire, or (ii) alter the disposition of this trust in the event there are no descendants of mine who are living and eligible to receive a distribution from this trust among any individuals and/or charitable organization, as hereinafter defined, as my husband may desire. Notwithstanding anything herein to the contrary, under no condition may my husband appoint any part of this trust to himself, to his estate, to his creditors or to the creditors of his estate or appoint any part of this trust that passed thereto or became a part thereof as the result of a disclaimer by my husband if such appointment would cause the disclaimer to fail to qualify under Section 2518 of the Code. As used herein, the term "charitable organization" shall refer to those organizations described in Sections 170(c), 2055 and 2522 of the Code. Any provisions hereinabove to the contrary notwithstanding, in exercising the limited power of appointment given to my husband by creating a trust for the benefit of any of my descendants, he is expressly prohibited from including in any such trust any provisions which may be

interpreted as violating the rule against perpetuities as applicable in the State of Alabama or any other applicable jurisdiction.

ITEM V.

GST EXEMPT FAMILY TRUST

A. Upon the apportionment date, the Trustee shall apportion the GST Exempt Family Trust into equal shares for my children, whether then living or deceased. Each share apportioned shall be a separate and distinct trust. The Trustee, in its discretion, may refrain from physically separating the assets of these trusts and may also mingle and commingle investments, if such treatment will facilitate the administration of the trusts.

B. The Trustee shall hold each child's share of this trust in trust for the use and benefit of such child and such child's descendants, until the death of such child. During such period, the Trustee shall distribute from time to time to any one or more of such child and the living descendants of such child (whether the parents of such descendants are living or deceased) as much of the net income and principal from such child's share of this trust, even to the extent of exhausting principal, as the Trustee may deem necessary from time to time for the education, support in his or her accustomed manner of living, maintenance in health and reasonable comfort, and his or her health, medical, dental, hospital and nursing expenses and expenses of invalidism of such child and such child's descendants, without any duty of equalization but considering resources otherwise available; provided, however, that:

1. It is my intention that this power of appointment which I have granted to the Trustee shall be exercised by such Trustee only in strict accordance with the standards set forth in this paragraph. The power granted hereunder is intended to be limited by an ascertainable standard as the term is interpreted under Sections 2041(b)(1)(A) and 2514(c)(1) of the Code.

2. Any undistributed net income shall be accumulated and added to the principal of such child's share of this trust.

3. No distribution made under this paragraph to any of my descendants shall be charged as an advancement to that descendant.

4. Whenever a beneficiary entitled to income or principal shall be serving and acting as a Trustee hereunder, he or she shall have no right, power or authority to make any decision with respect to whether any part of the income or principal of this trust shall be paid to him or her, but, on the contrary, such decision shall be made exclusively by the other Trustee.

C. Upon the last to occur of such child's death or the apportionment date (hereinafter in this Item referred to as the "division date"), the Trustee shall apportion such child's share of this trust into equal shares for such child's children (hereinafter collectively referred to as my "grandchildren" and individually as my "grandchild"), whether then living or deceased. Each share apportioned shall be a separate and distinct trust. The Trustee, in its discretion, may refrain from physically separating the assets of these trusts and may

also mingle and commingle investments, if such treatment will facilitate the administration of the trusts.

D. Each of my children living on the apportionment date, by signed instrument delivered from time to time to the Trustee during such child's lifetime specifically referring to this limited power of appointment, or by specific reference thereto in such child's Will, shall have the power to direct the Trustee to alter the disposition of such child's share of this trust upon such child's death by dividing it among his or her descendants (regardless of whether or not their parents are living or deceased) in such manner and in equal or unequal proportions, even to the extent of totally eliminating one or more descendants as a beneficiary, in trust or otherwise, as such child may desire; provided, however, that under no condition may such child appoint any part of this trust to such child, to such child's estate, to such child's creditors or to the creditors of such child's estate. Any provisions hereinabove to the contrary notwithstanding, in exercising the limited power of appointment given to my children by creating a trust for the benefit of any of their descendants, they are expressly prohibited from including in any such trust any provisions which may be interpreted as violating the rule against perpetuities as is applicable in the State of Alabama or any other applicable jurisdiction.

E. If a child shall die on or before the division date, leaving no descendants of him or her living on the division date, then at the division date, the Trustee shall distribute such child's share of this trust to my other child, per stirpes; provided, however, that if any such beneficiary shall then have other property held in trust for him or her under the terms of this Item of my Will, then his or her share in the share of such deceased child shall be administered and disposed of like such other property held in trust for him or her.

F. As soon as reasonably practical after the division date, the Trustee shall transfer and pay over to each of my grandchildren his or her entire share of this trust, outright and free from this trust.

G. If a grandchild shall die on or before the division date, then upon the division date, the Trustee shall transfer and pay over such grandchild's share of this trust as follows:

1. If such deceased grandchild leaves any descendants of him or her then living, to the descendants of such deceased grandchild, per stirpes; provided that, if any descendant shall not at such time have attained the age of twenty-five (25) years, then, although each descendant's share of this trust shall immediately vest in him or her and shall be payable to his or her estate if he or she dies before attaining the age of twenty-five (25) years, the Trustee shall continue to hold each descendant's share of this trust in trust for him or her and shall use and apply for such descendant's health, education, support, and maintenance, taking into account other resources available to him or her, such part of the net income from such descendant's share of this trust, and the principal thereof, as may be deemed necessary or desirable by the Trustee for said purposes. Any undistributed net income shall be accumulated and added to the principal of such

descendant's share of this trust. The Trustee shall pay and distribute the principal of each such descendant's share of this trust to such descendant upon attaining the age of twenty-five (25) years.

2. If such deceased grandchild leaves no descendants of him or her then living, to his or her siblings, in equal shares, per stirpes; provided, however, that if any such beneficiary shall then have other property held in trust for him or her under the terms of this Item of my Will, then his or her share in the share of such deceased grandchild shall be administered and disposed of like such other property held in trust for him or her.

3. If such deceased grandchild leaves no descendants of him or her, no siblings of him or her, and no descendants of a deceased sibling of him or her then living, to my other child, per stirpes; provided, however, that if any such beneficiary shall then have other property held in trust for him or her under the terms of this Item of my Will, then his or her share in the share of such deceased grandchild shall be administered and disposed of like such other property held in trust for him or her.

ITEM VI.

GST NON-EXEMPT FAMILY TRUST

A. Upon the apportionment date, the Trustee shall apportion the GST Non-Exempt Family Trust into equal shares for my children, whether then living or deceased. Each share apportioned shall be a separate and distinct trust. The Trustee, in its discretion, may refrain from physically separating the assets of these trusts and may also mingle and commingle investments, if such treatment will facilitate the administration of the trusts.

B. The Trustee shall hold each child's share of this trust in trust for the use and benefit of such child and such child's descendants, until the death of such child. During such period, the Trustee shall distribute from time to time to any one or more of such child and the living descendants of such child (whether the parents of such descendants are living or deceased) as much of the net income and principal from such child's share of this trust, even to the extent of exhausting principal, as the Trustee may deem necessary from time to time for the education, support in his or her accustomed manner of living, maintenance in health and reasonable comfort, and his or her health, medical, dental, hospital and nursing expenses and expenses of invalidism of such child and such child's descendants, without any duty of equalization but considering resources otherwise available; provided, however, that:

1. It is my intention that this power of appointment which I have granted to the Trustee shall be exercised by such Trustee only in strict accordance with the standards set forth in this paragraph. The power granted hereunder is intended to be limited by an ascertainable standard as the term is interpreted under Sections 2041(b)(1)(A) and 2514(c)(1) of the Code.

2. No distribution of income or principal from such child's share of this trust shall be made directly to a descendant of such child.

3. The only distributions of income or principal from such child's share of this trust for the benefit of a descendant of such child shall be limited to the following:

a. Distributions made directly to an educational organization described in Section 170(b)(1)(A)(ii) of the Code for the education or training of such beneficiary; or

b. Distributions made directly to any person (or entity) who provides medical care (as described in Section 213(d) of the Code) with respect to such beneficiary as payment for such medical care.

c. It being my intention that any distributions made pursuant to this subparagraph 3. shall qualify for the exclusion under Section 2503(e) of the Code.

4. Any undistributed net income shall be accumulated and added to the principal of such child's share of this trust.

5. No distribution made under this paragraph to any of my descendants shall be charged as an advancement to that descendant.

6. Whenever a beneficiary entitled to income or principal shall be serving and acting as a Trustee hereunder, he or she shall have no right, power or authority to make any decision with respect to whether any part of the income or principal of this trust shall be paid to him or her, but, on the contrary, such decision shall be made exclusively by the other Trustee.

C. Upon the last to occur of such child's death or the apportionment date (hereinafter in this item referred to as the "division date"), the Trustee shall apportion such child's share of this trust into equal shares for such child's children (hereinafter collectively referred to as my "grandchildren" and individually as my "grandchild"), whether then living or deceased. Each share apportioned shall be a separate and distinct trust. The Trustee, in its discretion, may refrain from physically separating the assets of these trusts and may also mingle and commingle investments, if such treatment will facilitate the administration of the trusts.

D. Each of my children living on the apportionment date, by signed instrument delivered from time to time to the Trustee during such child's lifetime specifically referring to this limited power of appointment, or by specific reference thereto in such child's Will, shall have the power to direct the Trustee to alter the disposition of such child's share of this trust upon such child's death by dividing it among his or her descendants (regardless of whether or not their parents are living or deceased) in such manner and in equal or unequal proportions, even to the extent of totally eliminating one or more descendants as a beneficiary, in trust or otherwise, as such child may desire; provided, however, that under no condition may such child appoint any part of this trust to such child, to such child's estate, to such child's creditors or to the creditors of such child's estate. Any provisions hereinabove to the contrary notwithstanding, in exercising the limited power of appointment given to my children by creating a trust for the benefit of any of their descendants, they are expressly prohibited from including in any such trust any provisions which may be

interpreted as violating the rule against perpetuities as is applicable in the State of Alabama or any other applicable jurisdiction.

E. If a child shall die on or before the division date, leaving no descendants of him or her living on the division date, then at the division date, the Trustee shall distribute such child's share of this trust to my other child, per stirpes; provided, however, that if any such beneficiary shall then have other property held in trust for him or her under the terms of this Item of my Will, then his or her share in the share of such deceased child shall be administered and disposed of like such other property held in trust for him or her.

F. As soon as reasonably practical after the division date, the Trustee shall transfer and pay over to each of my grandchildren his or her entire share of this trust, outright and free from this trust.

G. If a grandchild shall die on or before the division date, then upon the division date, the Trustee shall transfer and pay over such grandchild's share of this trust as follows:

1. If such deceased grandchild leaves any descendants of him or her then living, to the descendants of such deceased grandchild, per stirpes; provided that, if any descendant shall not at such time have attained the age of twenty-five (25) years, then, although each descendant's share of this trust shall immediately vest in him or her and shall be payable to his or her estate if he or she dies before attaining the age of twenty-five (25) years, the Trustee shall continue to hold each descendant's share of this trust in trust for him or her and shall use and apply for such descendant's health, education, support, and maintenance, taking into account other resources available to him or her, such part of the net income from such descendant's share of this trust, and the principal thereof, as may be deemed necessary or desirable by the Trustee for said purposes. Any undistributed net income shall be accumulated and added to the principal of such descendant's share of this trust. The Trustee shall pay and distribute the principal of each such descendant's share of this trust to such descendant upon attaining the age of twenty-five (25) years.

2. If such deceased grandchild leaves no descendants of him or her then living, to his or her siblings, in equal shares, per stirpes; provided, however, that if any such beneficiary shall then have other property held in trust for him or her under the terms of this Item of my Will, then his or her share in the share of such deceased grandchild shall be administered and disposed of like such other property held in trust for him or her.

3. If such deceased grandchild leaves no descendants of him or her, no siblings of him or her, and no descendants of a deceased sibling of him or her then living, to my other child, per stirpes; provided, however, that if any such beneficiary shall then have other property held in trust for him or her under the terms of this Item of my Will, then his or her share in the share of such deceased grandchild shall be administered and disposed of like such other property held in trust for him or her.

ITEM VII.

DEFAULT DISTRIBUTIONS

If at any time there is property held in my estate or any trust created hereunder for which there is no beneficiary otherwise designated to receive such property currently or in the future, then such property shall be distributed as follows: an amount equal to one-half (1/2) of said property to such person or persons as would be entitled to inherit the property and in the proportions in which they would be entitled to inherit the same from me under the laws of Alabama then in force, had I died at the time a resident of Alabama, intestate and owned said property, and an amount equal to one-half (1/2) of said property to such person or persons as would be entitled to inherit the property and in the proportions in which they would be entitled to inherit the same from my husband under the laws of Alabama then in force, had he died at the time a resident of Alabama, intestate and owned said property.

ITEM VIII.

APPOINTMENT OF PERSONAL REPRESENTATIVE

A. I hereby nominate and appoint ROBERT W. LEE to serve as Personal Representative under this Will. If ROBERT W. LEE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Personal Representative, then I nominate and appoint ROBERT W. LEE, JR. and KATHERINE ANN McLEMORE to serve as Personal Representative hereunder. If either ROBERT W. LEE or KATHERINE ANN McLEMORE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Personal Representative, then I nominate and appoint the other or survivor of them to serve as sole Personal Representative hereunder.

B. No Personal Representative named herein shall be required to give bond or other security; or to file an inventory, accounting or appraisal in any court; or to render any report in court upon final settlement of my estate. Notwithstanding the foregoing, the Personal Representative shall make out and keep an inventory and maintain records of all transactions relating thereto, and shall exhibit the same to any party in interest at any reasonable time.

C. The Personal Representative is hereby authorized to pay to the Personal Representative any reasonable compensation for services rendered in such capacity without prior court approval.

ITEM IX.

POWERS OF PERSONAL REPRESENTATIVE

During the administration of my estate, I hereby vest in the Personal Representative the same full powers of management, control and disposition of my estate which are granted to the Trustee under any provision of this Will, regardless of whether or not any trust authorized by this Will shall become operative.

ITEM X.

APPOINTMENT OF TRUSTEE

A. I appoint ROBERT W. LEE to serve as Trustee. If ROBERT W. LEE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint STEWART H. WELCH, III to serve as Trustee hereunder. If STEWART H. WELCH, III shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint THE WELCH GROUP, LLC, an Alabama limited liability company ("THE WELCH GROUP"), to serve as Trustee hereunder. If THE WELCH GROUP shall fail to qualify, resign or otherwise fail or cease to serve as Trustee, then I appoint the NATIONAL ADVISORS TRUST COMPANY, FSB, of Overland Park, Kansas, a federal savings bank ("NATC"), to serve as Trustee hereunder.

B. Notwithstanding anything herein to the contrary, upon the apportionment date, I appoint each child of mine to serve as a Trustee of each trust created hereunder for such child and such child's descendants, along with the other Trustee named hereinabove in paragraph A. of this Item, and in the order named. If such child shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as a Trustee of each such trust, then I appoint the other Trustee named hereinabove in paragraph A. of this Item, and in the order named, to serve as sole Trustee of such trusts.

C. Any Trustee may resign at any time by giving sixty (60) days written notice to the beneficiary or beneficiaries to whom the current income may or must be distributed. Other events may occur that may result in the disqualification or elimination of a Trustee. If upon the resignation of a Trustee or upon some other event no successor Trustee hereunder is able and willing to serve, the majority of the adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries shall substitute for such Trustee any bank or trust company authorized to accept and administer trusts. If a successor Trustee is not appointed as provided hereinabove within ninety (90) days after receipt of notice of resignation, or within ninety (90) days after the occurrence of an event resulting in a vacancy in the trusteeship of a trust created hereunder, by the person or persons entitled to make such appointment of a successor Trustee, then the Trustee wishing to resign, or any adult beneficiary or the parents, conservators or legal guardians of any minor beneficiary, or the conservator or legal guardian of any incompetent beneficiary, may petition a court of competent jurisdiction for the appointment of a successor Trustee and the judicial settlement of such Trustee's account.

D. No Trustee named herein shall be required to give bond or other security; or to file an inventory, accounting or appraisal in any court; or to render any report in court upon the final settlement of the trust estate or any share thereof. Notwithstanding the foregoing, the Trustee shall make out and keep an inventory and maintain records of all

transactions relating thereto, and shall exhibit the same to any party in interest at any reasonable time.

E. No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee, nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. Upon any such change in the trusteeship, the title to any trust property shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

ITEM XI.

NATC PROVISIONS

In the event NATC shall be appointed to serve as Trustee, then the following shall apply:

A. THE WELCH GROUP shall be appointed as Investment Advisor, and shall have the duty and responsibility to review and manage all trust assets (the "trust estate"). This duty and responsibility shall include the right of the Investment Advisor, in said Investment Advisor's sole discretion, to designate third party investment manager(s) to review and manage part or all of the trust estate as the Investment Advisor may determine from time to time. The Investment Advisor, or its designee, as may be the case, shall direct the Trustee in all matters involving the retention and disposition of the investments deposited to any trust hereunder, as well as the subsequent investment, reinvestment, exchange, tender, and all other transactions related to the ownership and management of all manner of securities, and all variety of real and personal property which shall comprise the trust estate.

B. In consideration for the services of the Investment Advisor, the Investment Advisor shall receive compensation, separate and apart from the charges of NATC for its services rendered as Trustee, all in accordance with the Investment Advisor's published schedule of fees as may be in effect from time to time.

C. NATC shall not be held liable or responsible for any loss resulting to the trust estate or to any current or future beneficiary thereof by reason of any such purchase, sale, or action taken pursuant to the investment decisions of the Investment Advisor, it being understood that I intend to relieve and release NATC of every duty and responsibility involving the ownership, management, or other investment related action taken pursuant to, and in accordance with, the direction of the Investment Advisor; or by reason of the failure of NATC to place any such transaction, or take any action, in absence of direction from the Investment Advisor regarding any security or asset which comprises the trust estate.

D. In the event that NATC resigns or is removed as Trustee in accordance with the provisions of ITEM XII, or ITEM XIII, hereunder, then THE WELCH GROUP shall be

removed as the Investment Advisor simultaneously therewith upon such resignation or removal.

ITEM XII.

REDESIGNATION AND REMOVAL OF TRUSTEE

Notwithstanding anything herein this Will to the contrary, the following provisions shall apply:

A. My husband shall have the right to rearrange the order in which the successor Trustee named herein shall serve, and/or to substitute for any successor Trustee any individual, or any bank or trust company authorized to accept and administer trusts. If my husband should so redesignate any successor Trustee who has not at that time commenced serving as Trustee, then such redesignation shall be by a writing signed by my husband, properly notarized, and filed in the Probate Court in which my Will was probated. A duplicate original copy shall be delivered to the Trustee then serving. If my husband should so redesignate any successor Trustee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by my husband, properly notarized, addressed and delivered to the Trustee, advising the Trustee of such removal and naming therein the successor and confirming that the successor has accepted the trusteeship. A duplicate original copy shall be filed in the Probate Court in which my Will was probated. Ninety (90) days after receipt of such written notice as aforesaid, the Trustee shall thereupon be removed. Unless specified in writing, any successor Trustee shall be vested with all of the rights, powers, duties, and discretion herein vested in the original Trustee.

B. Upon the apportionment date, or if my husband becomes incapacitated either prior to or after my death, upon the date of the last to occur of the date of my death or the date upon which my husband becomes incapacitated, I hereby direct that STEWART H. WELCH, III shall have the right (the "Redesignation Right") to rearrange the order in which STEWART H. WELCH, III, THE WELCH GROUP or NATC (each a "Qualified Appointee") shall serve as Trustee hereunder and/or to substitute for any such Qualified Appointee any other such Qualified Appointee. If STEWART H. WELCH, III should so redesignate any Qualified Appointee who has not at that time commenced serving as Trustee, then such redesignation shall be by a writing signed by STEWART H. WELCH, III, properly notarized, and filed in the Probate Court in which my Will was probated. A duplicate original copy shall be delivered to the Trustee then serving. If STEWART H. WELCH, III should so redesignate any Qualified Appointee who is at that time serving as Trustee hereunder, then such redesignation shall be by a writing signed by STEWART H. WELCH, III, properly notarized, addressed and delivered to such Qualified Appointee, advising such Qualified Appointee of such removal and naming therein the successor and confirming that the successor has accepted the trusteeship. A duplicate original copy shall be filed in the Probate Court in which my Will was probated. Thirty (30) days after receipt of such written notice as aforesaid, such Qualified Appointee shall thereupon be removed.

ITEM XIII.

REMOVAL AND SUBSTITUTION OF TRUSTEE

A. The majority of the adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries, having a present interest in any trust created hereunder for their benefit, shall have the right, at any time during the continuation of any trust estate being administered for their benefit, to remove STEWART H. WELCH, III, THE WELCH GROUP, NATC and/or any corporate Trustee serving hereunder and substitute for such Trustee any bank or trust company authorized to accept and administer trusts. Such removal and substitution shall be made in writing, signed by the persons exercising the power of removal and substitution, notarized, addressed and delivered to the Trustee being removed, and signed by the substituted successor Trustee.

B. Furthermore, any adult beneficiary, the parent(s), conservator or legal guardian of any minor beneficiary, and the conservator or legal guardian of any incompetent beneficiary, having a present interest in a trust created hereunder for such beneficiary's sole benefit, shall have the right, at any time during the continuation of such beneficiary's trust estate, to remove STEWART H. WELCH, III, THE WELCH GROUP, NATC and/or any corporate Trustee serving hereunder and substitute for such Trustee any bank or trust company authorized to accept and administer trusts. Such removal and substitution shall be made in writing, signed by the person exercising the power of removal and substitution, notarized, addressed and delivered to the Trustee being removed, and signed by the substituted successor Trustee.

C. In the event that STEWART H. WELCH, III, THE WELCH GROUP or NATC is removed as provided in this Item of my Will, then the Redesignation Right granted to STEWART H. WELCH, III shall become null and void and have no further force and effect.

ITEM XIV

STATUS OF SUCCESSOR FIDUCIARY

A. Any successor fiduciary shall be vested with all the duties, rights, titles, powers (whether discretionary or otherwise), and exemptions as if originally named as fiduciary.

B. With the approval of a majority of the adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries, any successor fiduciary appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor fiduciary as a full and complete discharge of the predecessor fiduciary, 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. Any superseded fiduciary shall, at the cost and expense of the trust or estate, execute and deliver all conveyances and assignments, and do or cause to be

done any and all acts and things as may be necessary to vest in the remaining fiduciary, if any, and the successor fiduciary all of the rights, titles and interests of the superseded fiduciary hereunder, and to confirm to such successor fiduciary the authority to act as such. Such action shall be taken by the superseded fiduciary within ninety (90) days after the receipt of the notice of such removal or the giving of notice of resignation.

ITEM XV.

PROVISIONS FOR MULTIPLE FIDUCIARIES

While two or more fiduciaries are acting, the following provisions shall apply where the context permits:

1. The corporate fiduciary, if any, shall have custody of the property and of the books and records of the fiduciaries;
2. With respect to any matter as to which the fiduciaries have joint authority, a fiduciary from time to time may delegate any or all of that fiduciary's rights, powers, duties, and discretion as fiduciary to the other fiduciary, with the consent of the latter;
3. The fiduciaries may establish bank or brokerage accounts or any other type of investment accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one fiduciary;
4. A fiduciary shall be presumed to have approved a proposed act or decision to refrain from acting if that fiduciary fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval, and a fiduciary shall not be required to continue to make a proposal which has been disapproved on at least two (2) occasions if that fiduciary has informed the disapproving fiduciary that continued disapproval will be assumed until notice to the contrary has been received; and
5. The fiduciaries may execute documents by jointly signing one document or separately signing concurrent counterpart documents.

ITEM XVI.

PAYMENT OF TAXES AND EXPENSES

A. So far as practicable the Personal Representative shall recover from any persons their allocable parts of any estate, inheritance, succession, transfer, legacy, and other taxes except generation-skipping transfer taxes (together with any interest or penalty thereon) payable because of my death (hereinafter called "death taxes") as permitted under Sections 2206, 2207, 2207A, 2207B of the Code, or otherwise; provided that no such recovery shall be sought against any trust having an inclusion ratio of zero (0) for generation-skipping transfer tax purposes or any trust which is the beneficiary of a qualified retirement plan of any type or an individual retirement account.

B. All remaining death taxes which are payable with respect to the property comprising my gross estate for federal estate tax purposes, whether or not such property passes under this Will, shall be allocated as set forth hereinafter among the beneficiaries of my probate estate who have received or will receive any property, interest or benefit

under the terms of this Will, by operation of law, through life insurance policies or otherwise, either at my death or at any time during my life, but only to the extent that such property, interest or benefit is included in my gross estate for federal estate tax purposes. Except as otherwise provided herein, such allocation shall be made in the proportions that the value of the property, interest and benefits of each such beneficiary (excluding any property, interest or benefits from which death taxes were recoverable under paragraph A of this Item) bears to the total value of the property, interest and benefits received by all such beneficiaries (excluding any property, interest or benefits from which death taxes were recoverable under paragraph A of this Item); provided, however, that such allocation shall not be made among those beneficiaries of property, interest or benefits (i) which qualify for the federal estate tax marital or charitable deductions, (ii) which are described in the Item of this Will entitled PERSONAL PROPERTY, or (iii) to the greatest extent possible, which have an inclusion ratio of zero (0) for generation-skipping transfer tax purposes; provided that if a beneficiary hereunder and a beneficiary of property passing under a qualified retirement plan of any type or an individual retirement account (each referred to as a "Retirement Plan Account") are the same, either directly or indirectly (i.e. a beneficiary of my residuary estate is a trust, and the income beneficiary of such trust is also a beneficiary of a Retirement Plan Account), such taxes attributable to such Retirement Plan Account shall be paid by the Personal Representative and charged to the property passing to such beneficiary hereunder. Where I have referred to the "value" of any property, interest or benefit, I intend such reference to mean the value of such property as finally determined for federal estate tax purposes in my estate.

C. Generation-skipping transfer taxes (together with any interest or penalty thereon) which are payable with respect to the property comprising my gross estate for estate tax purposes, whether or not such property passes under this Will, shall be allocated as set forth under Section 2603 of the Code.

D. I direct the Personal Representative to pay all of my debts, my funeral expenses (including the cost of a suitable monument at my grave), any unpaid charitable pledges (whether the same are legally enforceable obligations of my estate or not), and the costs of administration of my estate, out of and charge such items to the residue of my estate. If there is any unsecured indebtedness owing by me which has not matured at the time of my death, I authorize the Personal Representative to pay such indebtedness either in full or according to the terms and tenor of any instrument evidencing such indebtedness, as the Personal Representative may deem most desirable under the then existing circumstances.

ITEM XVII.

TRUST POWERS

In the management and control of any trust created herein, the Trustee, in the sole judgment and discretion of the Trustee, may do and have done with respect to each trust estate, all things which, in the judgment and discretion of the Trustee, may deem

necessary, desirable and proper to promote, protect and conserve the interests of the trust estate, and of the beneficiaries thereof. All references in these TRUST POWERS provisions hereof to "trust estate" shall refer to any trust created hereunder and any separate shares thereof. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and may be exercised after termination of all trusts or shares until the actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities. The powers herein granted shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect, including but not limited to the following:

1. To hold and retain without liability for loss or depreciation any property or securities transferred to the Trustee or to which the Trustee becomes entitled, including any partnership interests (whether general, limited or special), interests in limited liability companies, shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interests in or any family corporation, partnership, limited liability company or enterprise, or any stock or obligation of any publicly-traded company which is a successor to any such family corporation, partnership, limited liability company or enterprise, or any stock or obligations of any corporate trustee serving hereunder from time to time, or corporation which owns stock of such corporate trustee, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of any trust created hereunder; and in disposing of any property constituting a part of the trust estate, to acquire other property, including any stock or obligations of any corporate trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate trustee, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the Trustee shall consider the retention for the best interests of any trust created hereunder.
2. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a less period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all of any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.
3. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in any property or securities, including such loans, bonds, stocks, mortgages, common trust funds, mutual funds (including those managed or advised by the Trustee), securities, partnerships (whether general, limited or special), interests as members in limited liability companies, or other enterprise, stock or interest in any family corporation, or other property, real or personal; to purchase options for such purposes; to exercise options (including, without limitation, stock options), rights, or warrants; to purchase securities or other property, as to the Trustee may deem suitable and to make temporary investments in securities of the United States or any agency thereof; to purchase and sell fractional shares and subscription rights to which the trust may become entitled; and to exercise such powers without regard to any statutory or constitutional limitations applicable to the investment of funds and though the acquisition might violate principles of investment diversification, so long as the Trustee shall consider the acquisition for the best interests of the trust.
4. To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

5. To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

6. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee.

7. To collect the income from the trust or trusts and all shares thereof.

8. To establish, continue or dispose of any business enterprise at such time and upon such terms and conditions as, in the judgment of the Trustee, are for the best interests of the trust estate without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, limited liability company, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to appoint directors or managers and employ officers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising Trustee's powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor. I grant to my Trustee the power to do all the acts in connection with the businesses which I could have done had I then owned such business interests, or to delegate such powers to any partner, manager, shareholder, director, officer or employee, without liability for any loss occurring therein. I authorize the Trustee to make public or private sale of the business or businesses, and the real and personal property thereof, at such time or place, and for such price, and upon such terms as to cash or credit, with or without security for the purchase price, as the Trustee may deem best, and to execute all necessary assignments and conveyances to the purchasers, without liability on the part of the purchasers to see to the application of the purchase monies. If the Trustee owns an interest in the shares of stock of any closely-held family corporation, and the persons named herein as Trustee shall be or shall become affiliated with any such closely-held corporation, serving as employees, officers or directors thereof, such persons serving as Trustee hereunder shall not be disqualified from employment by any such family corporation or its successor, or the continued employment by the persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this paragraph, the persons serving as Trustee hereunder shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer, and/or employee when serving as Trustee or successor Trustee.

9. To exercise or not exercise any ownership rights and powers in any entity as are or may be exercised by persons owning similar property in their own right, including, but not limited to, to vote any interests in a corporation, partnership, limited liability company, or other business enterprise, whether such exercise is made in person, or by special, limited or general proxy; provided, however, that if, at any time a corporate trustee is serving hereunder it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate trustee, then in the election of directors and other matters in which the corporate trustee is prohibited from voting its stock or stock of any holding company or similar corporation which owns stock of a corporate trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

10. 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, dedicate or adjust the boundaries as to any such property.

11. 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 product thereof; to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period; to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Trustee deems otherwise appropriate; to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Trustee may approve; and, in general, to take any action which the Trustee deems necessary or desirable in such operations of farms and woodlands.

12. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing or secondary recovery operations; to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as the Trustee may select or to contract with others for the performance of them; and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements, and such other instruments or agreements in connection therewith as the Trustee deems necessary or desirable.

13. 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 Trustee deems necessary or desirable.

14. To execute and deliver any and all contracts, conveyances, transfers, or other instruments and to do any acts necessary or desirable in the execution of the powers herein vested in the Trustee.

15. To institute and defend any and all suits or legal proceedings relating to the trust estate, in any court, and to employ counsel and to compromise or submit to arbitration or any other alternative dispute resolution process all matters of dispute in which the trust estate may be involved, as in the judgment of the Trustee may be necessary or proper.

16. To pay any and all expenses reasonably necessary for the administration of the trust, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate.

17. 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.

18. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the Trustee may deem just and equitable; provided, however, that (i) in no event shall the Trustee exercise such power in any manner that would deprive my spouse of income to which my spouse is entitled under state law from any trust of which my spouse is the sole income beneficiary, and (ii) any proceeds received by the Trustee from any "retirement plan", meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement,

or similar arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received; provided further, that the Trustee shall have the power and discretion to adjust between principal and income which is contained in section 104 of the Alabama Principal and Income Act, as from time to time amended.

19. To appoint, employ, remove and compensate such attorneys, accountants, custodians, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust; to treat as an expense of the trust any compensation so paid; and to delegate all or any part of the investment powers contained herein to such investment counselors, consultants or managers as the Trustee deems appropriate.

20. To hold property or securities in bearer form, in the name of the Trustee, or in the name of the Trustee's nominee, without disclosing any fiduciary relation.

21. To advance money to any trust for any purpose of the trust, and the Trustee shall reimburse itself for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

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

23. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

24. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions under this Will, to make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security of property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any or all of the property to be allotted, and the judgment of the Trustee as to the propriety of such allotment and as to the relative value and basis for the purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof. The Trustee may choose which assets shall be used to fund separate shares of the trust property, without being required to fund a share with a prorata portion of each asset.

25. To address environmental matters regarding trust property and, in this regard, the following shall apply:

a. The Trustee shall not be personally liable to any beneficiary hereunder for any claim against the trust for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including:

(1) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health;

(2) the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances

regulated by federal, state or local law or that are known to pose a hazard to the environment or human health; or

(3) other matters relating to environmental laws.

b. The Trustee may, in its discretion, periodically inspect, review and monitor, or require the inspection, review and monitoring of, any and all property held in this trust for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid from the income or principal of the trust.

c. The Trustee shall have the power, in order to protect the assets held in any trust created hereunder, to take any and all action it shall reasonably deem necessary, in its sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in trust related to the generation, use, treatment, transportation, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the fiduciary from trust assets. If the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust for any reason fail to pay for or authorize payment of such costs from trust assets, the fiduciary shall be entitled nonetheless to use trust assets to pay such costs or, in its sole discretion, to resign in accordance with the provisions herein regarding the resignation of the fiduciary.

d. The Trustee shall have the power, in its sole discretion, to settle or compromise at any time any and all claims against the trust which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule or regulation affecting property held in trust.

e. The Trustee shall have the power to disclaim any power which, in the sole discretion of such fiduciary, will or may cause the Trustee to be considered an "owner" or "operator" of property held in this trust as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state or local law, rule or regulation. The power to disclaim as contained in this section shall apply to any power, whether actually set forth herein, incorporated by reference herein, or granted or implied by any statute or rule of law.

f. The Trustee shall have the right to resign if at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust created because of the type or condition of the assets held in this trust.

The Trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certification of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

ITEM XVIII.

MISCELLANEOUS

A. If any one or more of the provisions of any trust created under my Will are held to be invalid, illegal, or unenforceable in any respect, the Trustee will not be required

to comply with that provision; the validity, legality, and enforceability of the remaining provisions hereof will not in any way be affected or impaired by that invalidity, illegality or unenforceability. The remaining provisions hereof, and the application of those provisions to persons or circumstances other than those as to which a provision is held invalid, illegal or unenforceable, will not be affected by the application, and each remaining provision hereof will be valid and enforced to the fullest extent permitted by law.

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

C. Whenever the Trustee, in its sole and absolute discretion, shall determine that the size of any trust it holds does not warrant the cost of continuing the trust, the Trustee, without further responsibility, may terminate the trust and pay the principal balance remaining therein to the beneficiary or beneficiaries then entitled to the income from the trust. Under no circumstances shall any income beneficiary who is serving as Trustee hereunder make such decision with regard to any trust of which he or she is an income beneficiary.

D. Any person may at any time, and from time to time, add cash, securities or other property, whether real or personal, to the principal of any trust estate herein created, by deed, gift or will, in the sole and absolute discretion of the Trustee. Any addition to any trust estate herein created shall be held, administered and distributed as an integral part of the principal thereof in accordance with all of the terms and provisions of this Will applicable to the trust estate.

E. The Trustee, in its discretion, may merge and consolidate any trust created hereunder with any other trust, whether created by me or by some other person, if the terms of the trusts are substantially the same and the trustee(s) are the same; provided, however, that similar trusts shall be merged only with trusts which have the same "inclusion ratio" as defined by the Code.

F. As to the net income or principal which, by any of the provisions of this Will, may be payable to any of my lineal descendants, he or she 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 to him or her by the Trustee. Nor shall such income, nor the principal of the 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 on incurred by or for any such child or descendant, before or after my death.

G. Where I have directed that distributions be made to or for the benefit of any beneficiary under the age of twenty-one (21) years, or any beneficiary who may be under any legal disability, or any beneficiary who, in the sole discretion of the Personal Representative or Trustee, may be unable to apply the distributions of his or her trust or share of my estate to his or her best interests and advantage, the Personal Representative or Trustee may, in the discretion of the Personal Representative or Trustee, make such distributions in any one or more of the following ways: (1) directly to the beneficiary; (2) to the legal guardian, conservator, custodian of the beneficiary, or agent under a durable power of attorney for the use and benefit of the beneficiary; (3) to any custodial account heretofore established for the beneficiary, or if none exists, to a custodian designated by the Personal Representative or Trustee from those eligible to serve as such custodian, including the Personal Representative or Trustee, of the beneficiary under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of the beneficiary's residence for the use and benefit of the beneficiary; (4) to a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary;

or (5) by expending such income or principal directly for the benefit of the beneficiary to be used and applied for the purposes herein directed. Upon making any distribution hereunder, the Personal Representative or Trustee shall be discharged as to any distribution so made.

H. It is my desire to permit a settlement of my estate and any trust created herein by consent which shall be effective with respect to each beneficiary hereof (notwithstanding the Personal Representative and Trustee may be the same or that a beneficiary who is 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, as amended. Accordingly, I do hereby authorize the (i) parent, guardian, conservator or custodian of any unborn or legally incompetent beneficiary, (ii) Trustee of any trust created herein, or (iii) personal representative or beneficiaries/heirs of any deceased beneficiary, to act as a virtual representative for any beneficiary with full power to consent to or contest on behalf of such beneficiary any and all matters with respect to the administration and settlement of my estate and any trust herein created; and all actions taken by such virtual representative shall completely bind such beneficiary and his or her successors and assigns.

I. The provisions herein made for my spouse are in lieu of elective share, homestead allowance, exempt property, family allowance, and any and all other rights in my estate, statutory or otherwise. The provisions herein made for my children are in lieu of homestead allowance, exempt property, family allowance, and any and all other rights in my estate, statutory or otherwise.

J. If the happening of any future event may cause the ultimate vesting of any trust 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 such trust or share therein shall continue only for as long a period of time as is allowed by law, at the end of which period the trust or share therein shall terminate. In such case the trust or share therein shall be vested in and distributed to those persons enjoying the use and benefit of the trust or share therein at the expiration of such period, in the proportion in which they are so enjoying the same, irrespective of their attained ages.

K. If any devises in this Will are determined by the use of formulae, it is possible that no property may be disposed of by some one or more items in my Will which purport to contain dispositions of my said property.

L. Except as otherwise specifically provided elsewhere in this Will, all pecuniary devises shall be entitled to a pro-rata share of the income of the estate from the date of my death to the date of payment. In the event a trust estate created hereunder shall be divided at any time, then the resulting trust estates shall be entitled to a pro-rata share of the income earned by the trust estate from the date giving rise to the apportionment of the trust estates until the actual apportionment is made.

M. If any property or interest in property or life insurance passing under this Will, by operation of law or otherwise, by reason of my death shall be encumbered by mortgage or lien, or shall be pledged to secure any obligation (whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate, but that the devisee, legatee, joint owner taking by survivorship, or beneficiary receiving such property or interest in property shall take it subject to all encumbrances existing at the time of my death.

N. The Trustee may exercise all of the rights, powers, duties and discretion vested in the Trustee hereunder irrespective of any inherent conflict of interest that may exist if the Trustee is also a beneficiary of any trusts created hereunder. It is my intent by this paragraph that the terms of paragraph (a) of Section 19-3-324 of the Code of Alabama, as amended from time to time, shall not apply to any trusts created hereunder.

O. Any trusts created under this Will shall be construed and governed in all respects by the laws of the State of Alabama; however, the Trustee shall have the power to change the situs of any trust held hereunder by written instrument signed and acknowledged by the Trustee and filed for record in the Probate Court in which this Will is initially probated. In conjunction with any such change and without any need to obtain the approval of any court, the Trustee shall have the power to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state of the new situs; and, if that election shall be made, such trust shall be administered and the validity and effect of the provisions of this Will applicable to such trust shall be determined in accordance with the laws of such jurisdiction.

P. Any provision herein to the contrary notwithstanding, the Trustee shall have no power or authority to make any advance of income or principal to any beneficiary for the purpose of discharging any legal obligation of support for such beneficiary which is or may be imposed upon such Trustee.

Q. If, at the time of my death, my county of residence is an Alabama county other than Jefferson County, I direct that the Personal Representative may probate this Will either in the county of my residence or in Jefferson County, Alabama.

R. Throughout this Will, the masculine gender shall be deemed to include the feminine and the singular the plural, and vice-versa, whenever the context admits such construction.

S. All headings and captions contained in this Will have been included for convenience of reference only, shall not be construed as part of this Will and shall in no way be construed as defining, limiting or affecting the scope or intent of the provisions of this Will.

ITEM XIX.

TAX MATTERS

A. It is my direction and intention that this Will be interpreted and administered by the Personal Representative and Trustee in accordance with the Code.

B. The Personal Representative and Trustee shall not be liable to any beneficiary herein for any action taken or not taken, election made or not made, or resulting federal income tax consequences upon the apportionment or distribution in kind or otherwise of any asset of my estate, where the Personal Representative and Trustee exercised good faith and ordinary diligence in the performance of their duties.

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

D. I specifically authorize and empower the Personal Representative to execute and file any income tax returns for the year in which my death occurs or for any years prior thereto. I also authorize and empower the Personal Representative to execute and file any gift tax returns if any gift tax returns are required for the year in which my death occurs or for any year prior thereto. I also specifically authorize and empower the Personal Representative to pay any portion or all of any resulting income taxes and gifts taxes. I grant full discretion to the Personal Representative to acquiesce in, compromise, or litigate any demand made against my estate for federal or state income, gift, estate or inheritance taxes. The Personal Representative shall incur no personal liability for any action taken in good faith in accordance with any of the foregoing authorizations.

E. I hereby empower the Personal Representative to allocate any portion of my exemption under Section 2631(a) of the Code to any property as to which I am the transferor for generation-skipping purposes, including property transferred by me during life to which I did not make an allocation before my death. In exercising this power, the Personal Representative shall not be required to treat different family branches in the same manner. The Personal Representative shall not be liable to any beneficiary herein, by reason of such decision to make or not make such allocation, provided the Personal Representative exercised good faith and ordinary diligence in the making of such decision.

F. Any fiduciary appointed hereunder may do and have done with respect to each trust estate, all things which would preclude or minimize the imposition of the generation-skipping tax imposed by Chapter 13 of the Code, including, without limitation, the powers and authorizations contained in Sections 19-5-1 et. seq. of the Code of Alabama, as amended from time to time.

G. Notwithstanding any other provision of this Will, if at my death I own stock of an S corporation (as defined in Section 1361(a) of the Code) and the Personal Representative determines in its sole discretion that the stock cannot practically be distributed or disposed of in accordance with this Will other than pursuant to this provision without causing the corporation to lose its status as an S corporation, then it is my intent that any trust estate created under this Will consisting of stock in a S corporation shall qualify as either a Qualified Subchapter S Trust within the meaning of Section 1361(d) of the Code or an Electing Small Business Trust within the meaning of Section 1361(e) of the Code. The Personal Representative shall have the power, exercisable in its discretion, to amend the terms of such trust to the extent the Personal Representative determines necessary or desirable to cause such trust to so qualify; provided, however, that the Personal Representative shall not exercise this discretion in a manner which is inconsistent with my overall testamentary objectives. The Personal Representative may exercise or release this power within five (5) years after my death and shall not be required to exercise it and shall have no liability for releasing it or failing to exercise it.

ITEM XX.

SURVIVORSHIP CONDITION

If my husband and I should die simultaneously or in circumstances which make it difficult to determine which of us died first, or, if the death of my husband shall occur within five (5) days after my death, then I direct that my husband shall be deemed to have predeceased me for the purposes of this Will, and I direct further that the provisions of the Will shall be construed upon that assumption, irrespective of any provisions of law establishing a contrary presumption. If any beneficiary under this Will other than my husband shall not be living on the ninetieth (90th) day after the date of my death, I direct that such beneficiary shall be deemed to have predeceased me for the purposes of this Will, and I direct further that the provisions of this Will shall be construed upon that assumption.

ITEM XXI.

DEFINITIONS

A. The terms "issue", "descendants" and "lineal descendants" of any individual are intended to include any persons heretofore or hereafter born to such individual and any descendant of such individual; provided, however, any person who is adopted by such individual or a descendant of such individual and the descendants of such adopted person, are intended to be excluded from these terms, and any person who is born out of wedlock and the descendants of such person are also excluded from these terms.

B. The terms "Personal Representative" and "Trustee" and words of reference to the Personal Representative or the Trustee shall mean, collectively, any and all persons or entities serving in those capacities, without regard to gender or number. All references herein to any corporate fiduciary shall refer to such fiduciary and to such successor corporations having trust powers as shall succeed to the business of the corporate fiduciary by purchase, merger, consolidation or change of name.

C. The term "Code" shall mean the Internal Revenue Code of 1986, as from time to time amended.

IN WITNESS WHEREOF, I, BEVERLY G. LEE, the Testatrix, sign my name to this, my Last Will and Testament, on Dec 7, 2005, 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 (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Beverly G. Lee
BEVERLY G. LEE

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 Testament and that she signs it willingly (or willingly directs another to sign for her), 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 eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

[Signature]
[Signature]

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public in and for the State of Alabama at Large, by BEVERLY G. LEE, the Testatrix, and subscribed and sworn to before me by Louis B. Feld and James J. Poores, witnesses, on December 7, 2005.

Donna B. Frey
Notary Public

Donna B. Frey
Printed Name

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 11, 2007
DONOR: THEU NOTARY PUBLIC UNDERWRITERS





IN THE MATTER OF THE ESTATE)
)
)
OF BEVERLY G. LEE,)
)
)
Deceased)

PROBATE COURT OF

SHELBY COUNTY, ALABAMA

CASE NO. PR-2019-000744

RENUNCIATION OF TRUSTEESHIP BY STEWART H. WELCH, III

WHEREAS, Beverly G. Lee (the “decedent”) died on August 28, 2019, and her Last Will and Testament dated December 7, 2005 (the “Will”) was admitted to probate by the Probate Court of Shelby County, Alabama, on September 12, 2019, Case No. PR-2019-000744; and

WHEREAS, paragraph A of Item X of the decedent's Will provides as follows:

I appoint ROBERT W. LEE to serve as Trustee. If ROBERT W. LEE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint STEWART H. WELCH, III to serve as Trustee hereunder. If STEWART H. WELCH, III shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint THE WELCH GROUP, LLC, an Alabama limited liability company ("THE WELCH GROUP"), to serve as Trustee hereunder. If THE WELCH GROUP shall fail to qualify, resign or otherwise fail or cease to serve as Trustee, then I appoint the NATIONAL ADVISORS TRUST COMPANY, FSB, of Overland Park, Kansas, a federal savings bank ("NATC"), to serve as Trustee hereunder.

WHEREAS, Robert W. Lee predeceased the decedent and will therefore be unable to serve as trustee of the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will; and

WHEREAS, the decedent's residual estate will pass into the Trust once the administration of her estate is complete; and

WHEREAS, the Trust is to be apportioned into equal shares for Robert W. Lee, Jr. ("Bob") and Katherine Ann McLemore ("Katherine"), such shares to be hereinafter referred to as Bob's Share and Katherine's Share; and

WHEREAS, Stewart H. Welch, III ("Stewart") is named as a successor trustee of the Trust, and of Bob's Share, and of Katherine's Share, in the decedent's Will; and

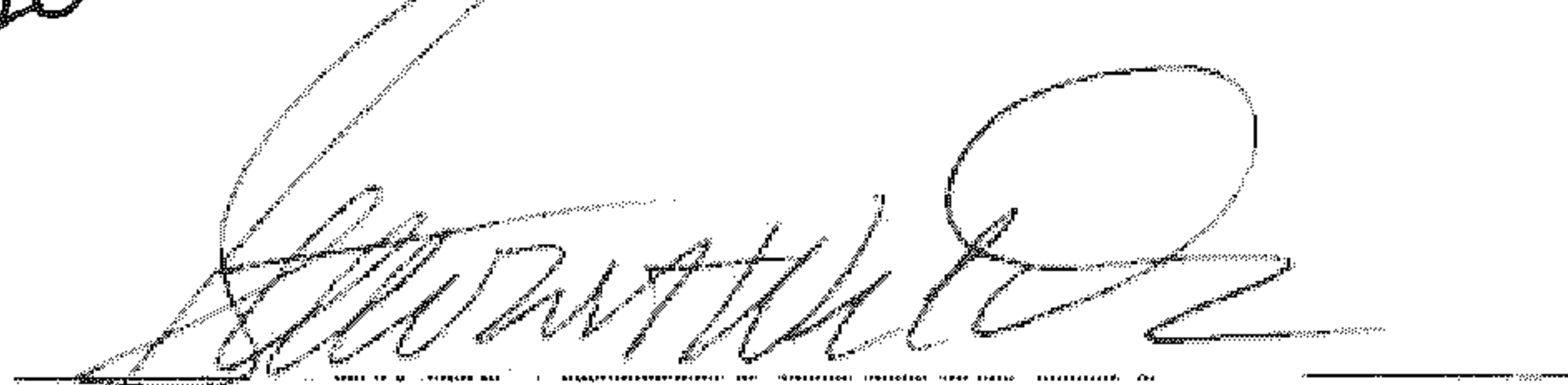
WHEREAS, Stewart does not desire to serve as trustee of the Trust, or as trustee of either of Bob's Share or Katherine's Share; and wishes to renounce and disclaim any right he may have to serve as such trustee of the Trust or the Shares thereof;

NOW, THEREFORE, in consideration of the above premises, the undersigned hereby agrees as follows:

1. Stewart hereby renounces and disclaims any right he may have to serve as trustee of the Trust or as trustee of either Bob's Share or Katherine's Share.

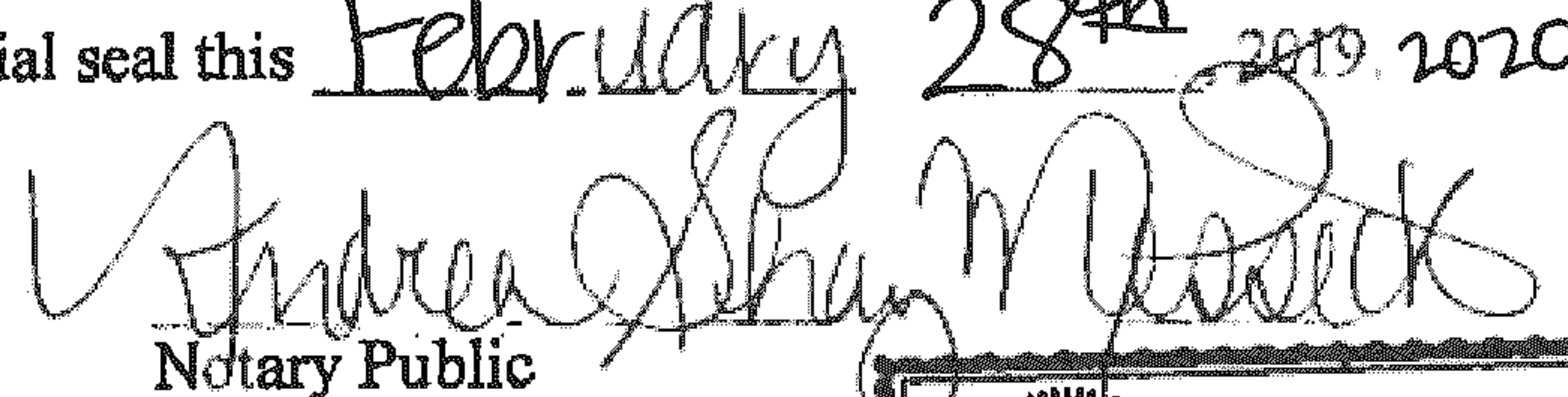
2. Stewart hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this instrument or the Agreement to which this is attached as an exhibit.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of
February 28th, 2019. 2020

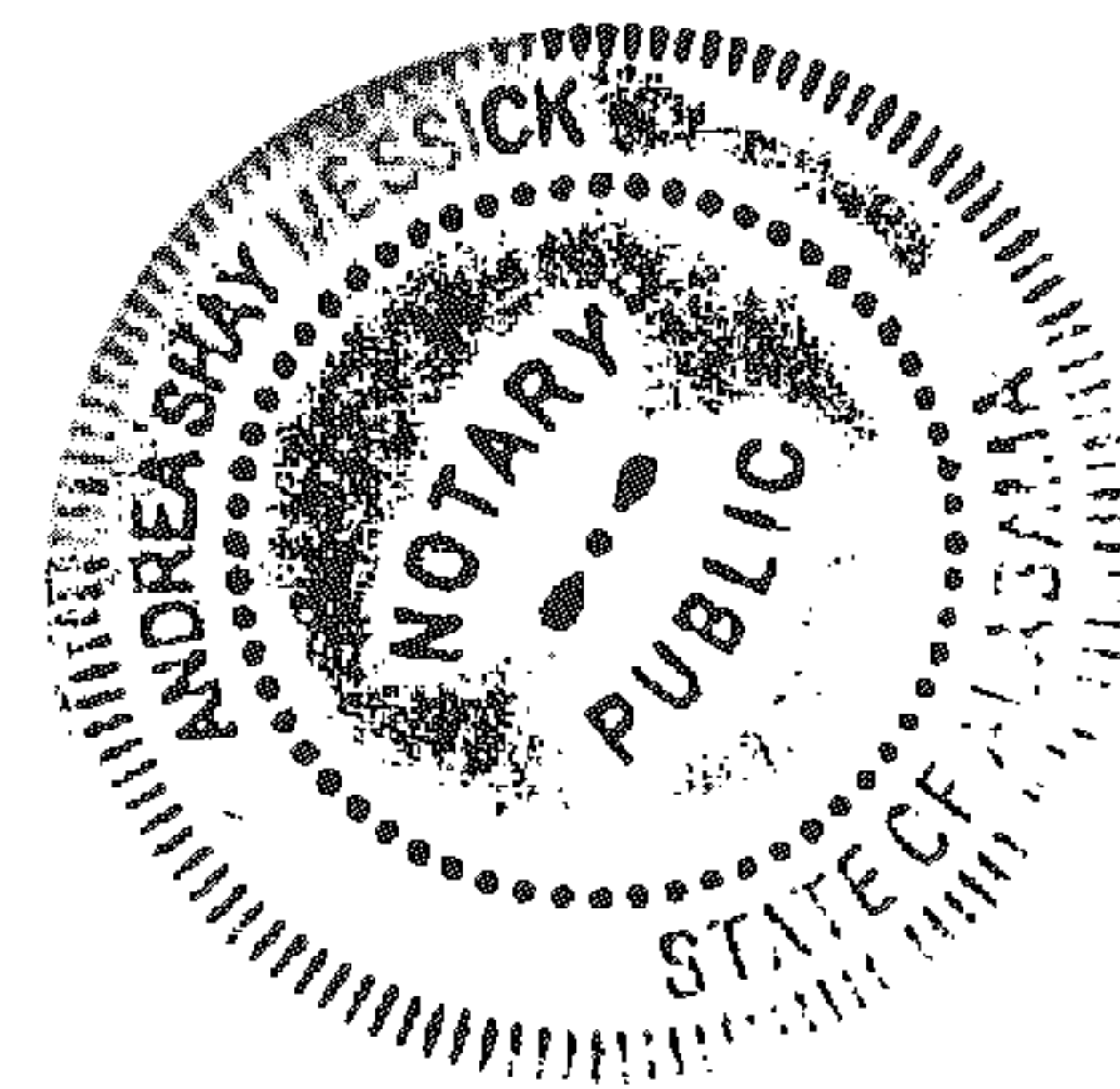
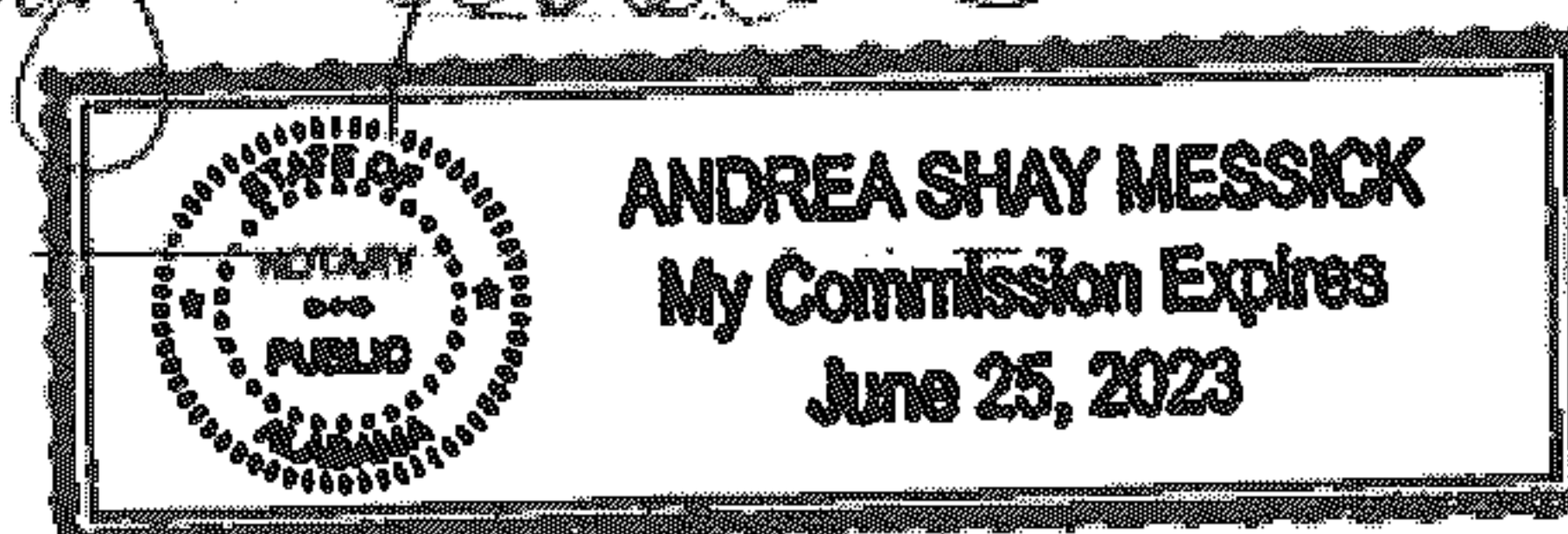

Stewart H. Welch, III

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Stewart H. Welch, III, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this February 28th, 2019. 2020


Notary Public

My commission expires:





IN THE MATTER OF THE ESTATE	)	PROBATE COURT OF
	)	
OF BEVERLY G. LEE,	)	SHELBY COUNTY, ALABAMA
	)	
Deceased	)	CASE NO. PR-2019-000744

RENUNCIATION OF TRUSTEESHIP BY THE WELCH GROUP, LLC

WHEREAS, Beverly G. Lee (the "decedent") died on August 28, 2019, and her Last Will and Testament dated December 7, 2005 (the "Will") was admitted to probate by the Probate Court of Shelby County, Alabama, on September 12, 2019, Case No. PR-2019-000744; and

WHEREAS, paragraph A of Item X of the decedent's Will provides as follows:

I appoint ROBERT W. LEE to serve as Trustee. If ROBERT W. LEE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint STEWART H. WELCH, III to serve as Trustee hereunder. If STEWART H. WELCH, III shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint THE WELCH GROUP, LLC, an Alabama limited liability company ("THE WELCH GROUP"), to serve as Trustee hereunder. If THE WELCH GROUP shall fail to qualify, resign or otherwise fail or cease to serve as Trustee, then I appoint the NATIONAL ADVISORS TRUST COMPANY, FSB, of Overland Park, Kansas, a federal savings bank ("NATC"), to serve as Trustee hereunder.

WHEREAS, Robert W. Lee predeceased the decedent and will therefore be unable to serve as trustee of the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will; and

WHEREAS, the decedent's residual estate will pass into the Trust once the administration of her estate is complete; and

WHEREAS, the Trust is to be apportioned into equal shares for Robert W. Lee, Jr. ("Bob") and Katherine Ann McLemore ("Katherine"), such shares to be hereinafter referred to as Bob's Share and Katherine's Share; and

WHEREAS, Stewart H. Welch, III ("Stewart") has renounced his right to serve as trustee of the Trust, and as trustee of Bob's Share and Katherine's Share; and

WHEREAS, as a result of such renunciation by Stewart, The Welch Group, LLC ("The Welch Group") is named as a successor trustee of the Trust, and of Bob's Share and of Katherine's Share, in the decedent's Will; and

WHEREAS, The Welch Group does not desire to serve as trustee of the Trust, or as trustee of either of Bob's Share or Katherine's Share; and wishes to renounce and disclaim any right it may have to serve as such trustee of the Trust or the Shares thereof.

NOW, THEREFORE, in consideration of the above premises, the undersigned hereby agrees as follows:

1. The Welch Group hereby renounces and disclaims any right it may have to serve as trustee of the Trust or as trustee of either Bob's Share or Katherine's Share.

2. The Welch Group hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this instrument or the Agreement to which is attached as an exhibit.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of February 28th, 2019.2020

THE WELCH GROUP, LLC

By: [Signature]

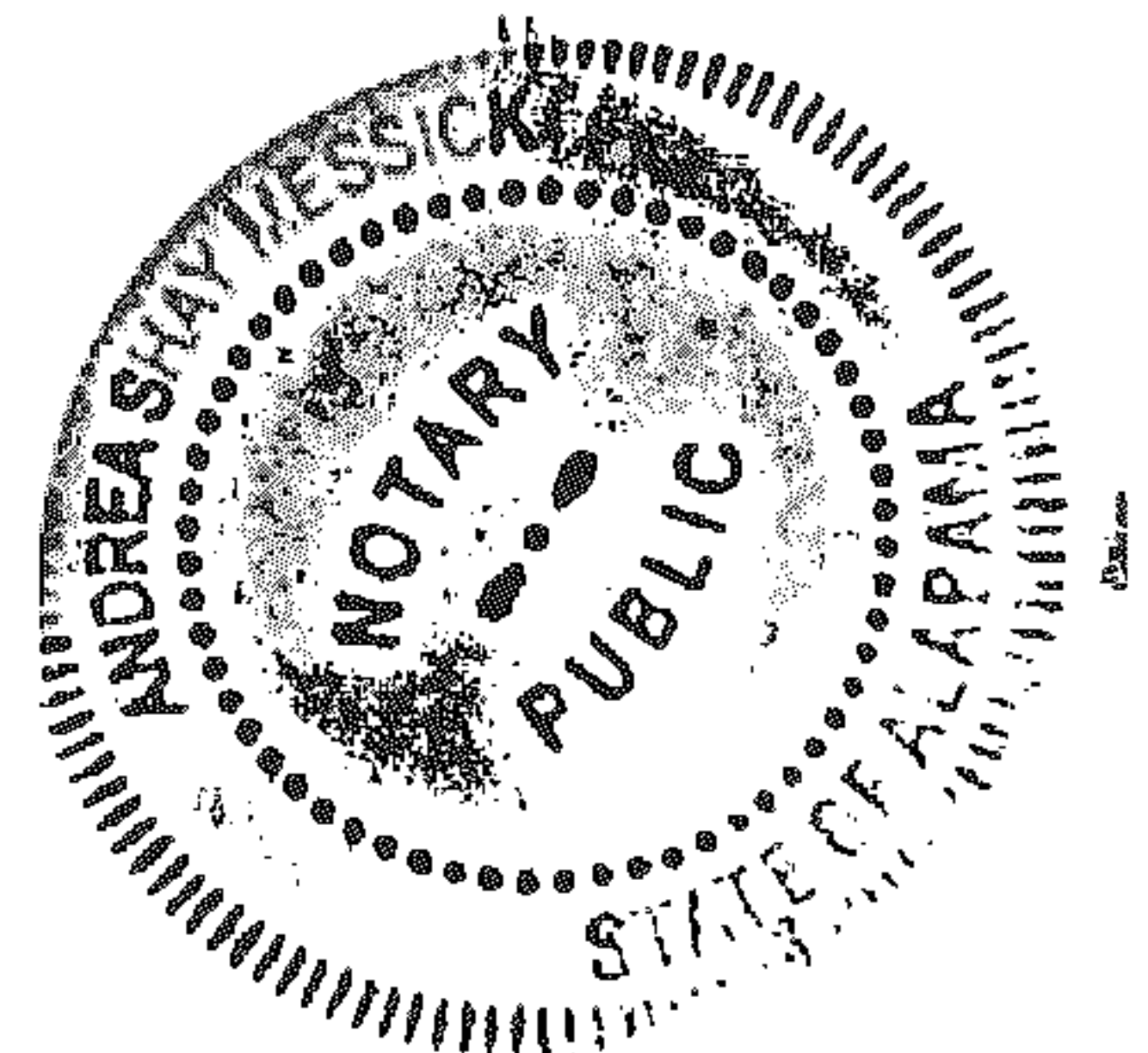
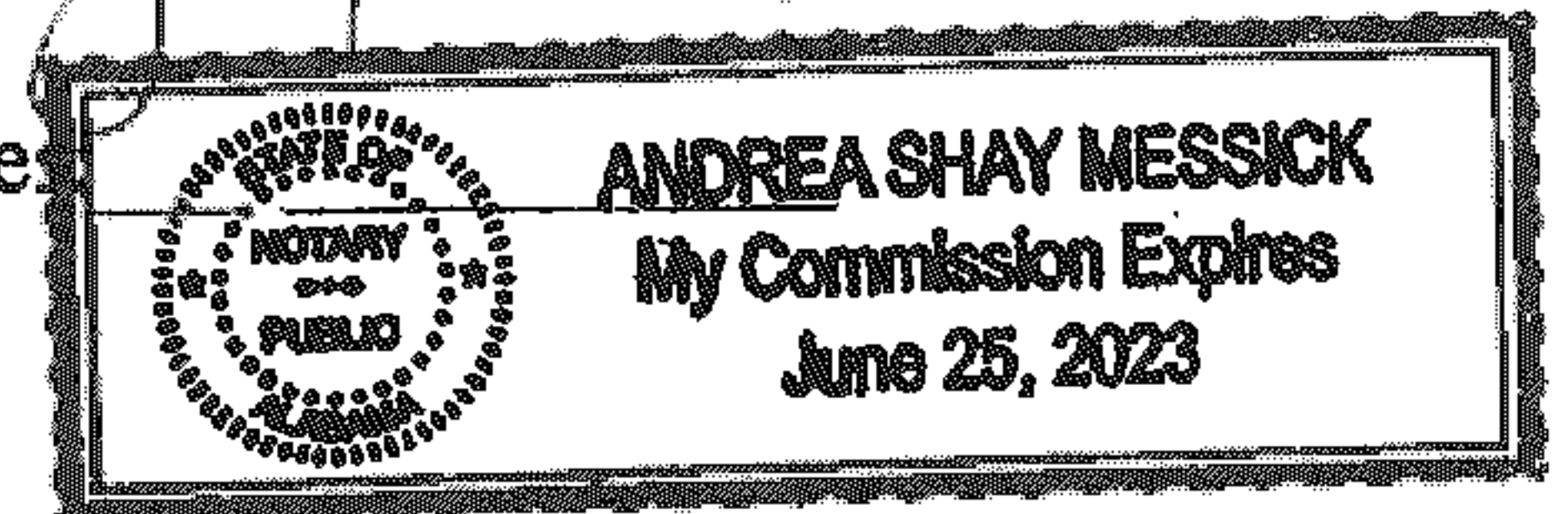
Its: Member

I, the undersigned, a Notary Public in and for the State of Alabama, County of Jefferson, hereby certify that Stanart Welch, whose name is signed to the foregoing Renunciation of Trusteeship as Member of The Welch Group, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Renunciation of Trusteeship, and with full authority as such officer, the same was executed voluntarily on the day the same bears date.

Given under my hand and seal on February 28th 2020

[Signature]
Notary Public

My Commission Expires



PARTIAL RENUNCIATION OF TRUSTEESHIP BY
NATIONAL ADVISORS TRUST COMPANY OF KANSAS CITY, MISSOURI

WHEREAS, paragraph A of Item X of the decedent's Will provides as follows:

NOW, THEREFORE, in consideration of the above premises, the undersigned hereby agrees as follows:

1. NATC, as the designated successor trustee of the Trust, and a designated successor co-trustee of Bob's Share and Katherine's Share, hereby renounces and disclaims any right that NATC may have to serve at the present time in any of such designated capacities.

2. Pursuant to the terms of the Agreement to which this is attached as an Exhibit, NATC agrees to serve as successor trustee of the Trust, Bob's Share, and Katherine's Share, in the event that Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as trustee of any of the foregoing entities, pursuant to the terms of the decedent's Will and the Agreement to which this is attached as an Exhibit.

3. NATC hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the terms of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of February 4, 2020

NATIONAL ADVISORS TRUST COMPANY
OF KANSAS CITY, MISSOURI, formerly
identified in the decedent's Will as National
Advisors Trust Company, FSB, of Overland
Park, Kansas, a federal savings bank

By: [Signature]
Its: Tyler Mason V.P. Trust Counsel

I, the undersigned, a Notary Public in and for the State of Missouri, County of Jackson, hereby certify that Tyler Mason, whose name is signed to the foregoing Partial Renunciation of Trusteeship as V.P. Trust Counsel of National Advisors Trust Company of Kansas City, Missouri, a corporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Renunciation of Trusteeship, and with full authority as such officer, the same was executed voluntarily on the day the same bears date.

Given under my hand and seal on February 4, 2020.



SALINE ROBERTS
My Commission Expires
May 25, 2020
Jackson County
Commission #12545514

[Signature]
Notary Public
My Commission Expires: 5-25-2020



CASE NO. PR-2019-000744

RENUNCIATION OF TRUSTEESHIP BY
KATHERINE ANN McLEMORE

WHEREAS, Beverly G. Lee (the “decedent”) died on August 28, 2019, and her Last Will and Testament dated December 7, 2005 (the “Will”) was admitted to probate by the Probate Court of Shelby County, Alabama, on September 12, 2019, Case No. PR-2019-000744; and

WHEREAS, paragraph A of Item X of the decedent's Will provides as follows:

I appoint ROBERT W. LEE to serve as Trustee. If ROBERT W. LEE shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint STEWART H. WELCH, III to serve as Trustee hereunder. If STEWART H. WELCH, III shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint THE WELCH GROUP, LLC, an Alabama limited liability company ("THE WELCH GROUP"), to serve as Trustee hereunder. If THE WELCH GROUP shall fail to qualify, resign or otherwise fail or cease to serve as Trustee, then I appoint the NATIONAL ADVISORS TRUST COMPANY, FSB, of Overland Park, Kansas, a federal savings bank ("NATC"), to serve as Trustee hereunder.

WHEREAS, Robert W. Lee predeceased the decedent and will therefore be unable to serve as trustee of the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will; and

WHEREAS, the decedent's residual estate will pass into the Trust once the administration of her estate is complete; and

WHEREAS, the Trust is to be apportioned into equal shares for Robert W. Lee, Jr. ("Bob") and Katherine Ann McLemore ("Katherine"), such shares to be hereinafter referred to as Bob's Share and Katherine's Share; and

WHEREAS, pursuant to paragraph B of Item X, Katherine Ann McLemore is designated as a co-trustee of Katherine's Share; and

WHEREAS, Katherine does not desire to serve as a co-trustee of Katherine's Share; and wishes to renounce and disclaim any rights she may have to serve as such co-trustee of the Trust or any share thereof;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and promises hereinafter set forth, the undersigned hereby agrees as follows:

1. Katherine hereby renounces and disclaims any right she may have to serve as co-trustee of the Trust, or co-trustee of Katherine's Share; and consents to Robert W. Lee, Jr. serving in all such capacities pursuant to the Agreement to which this is attached as an Exhibit.

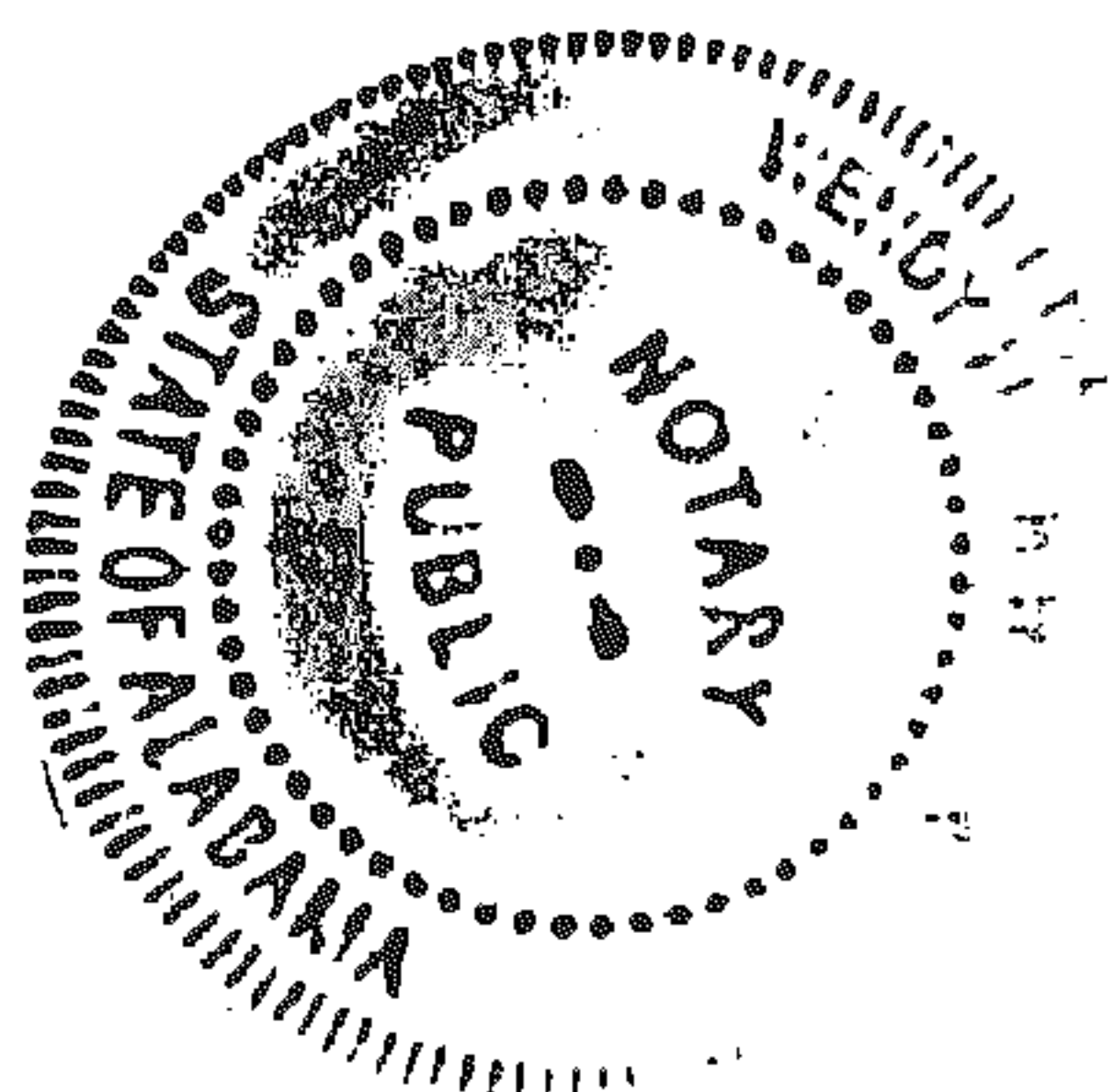
2. Katherine hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of
5th March, 2019, 2020

Katherine Ann McLemore
Katherine Ann McLemore

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Katherine Ann McLemore, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this March 5th, 2019, 2020

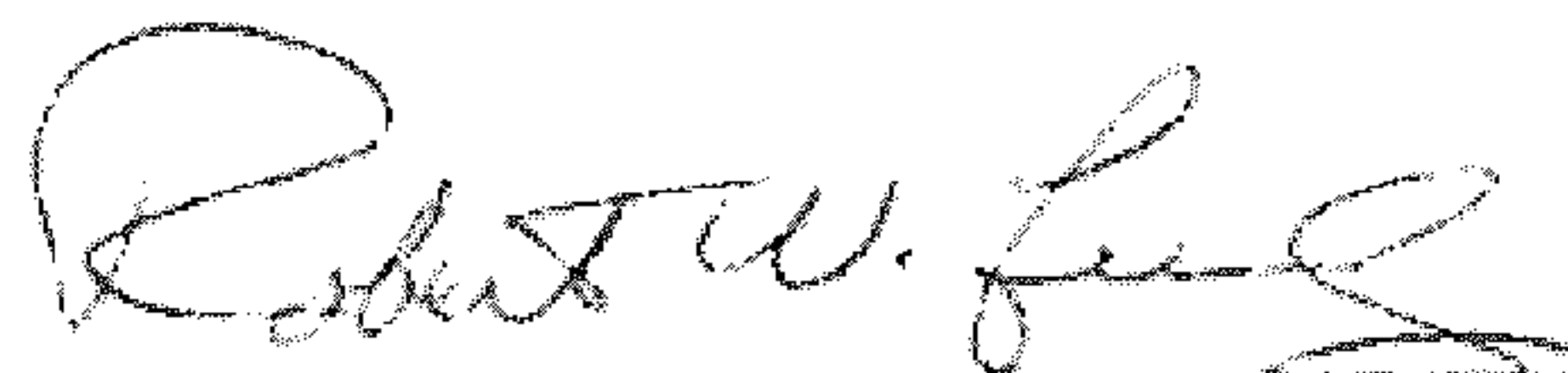


Wendy Leigh Weber
Notary Public
My commission expires: August 9, 2023

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
ROBERT W. LEE, JR.

\\FHDATA\TMDOCS\111327-00\1\DOCS\422966.DOCX

Dated this 29th day of FEBRUARY, 2019. 2020.

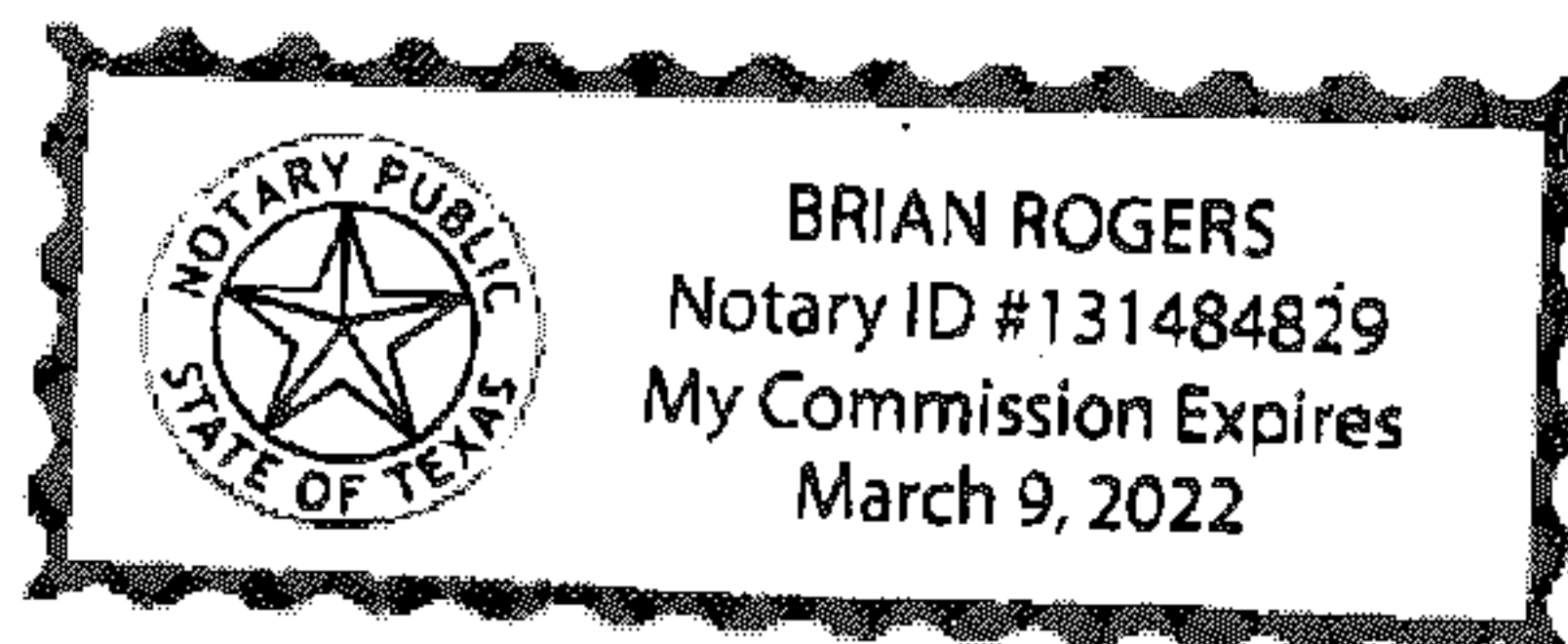


Robert W. Lee, Jr., as income beneficiary
and life tenant of the GST Exempt Family
Trust created under Item V of the Last Will
and Testament of Beverly G. Lee, deceased;
and Bob's Share of such GST Exempt
Family Trust

STATE OF Texas)
COUNTY OF Tarrant)

I, the undersigned, a Notary Public in and for the State of Texas at Large,
hereby certify that Robert W. Lee, Jr., whose name is signed to the foregoing instrument, and
who is known to me, acknowledged before me on this day that being informed of the contents of
the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of Feb., 2019. 2020




Notary Public

My commission expires:

03/09/2022

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF KATHERINE ANN McLEMORE

\\FHDATA\TMDOCS\111327-001\DOCS\422966.DOCX

Dated this 5th day of March, 2019, 2020

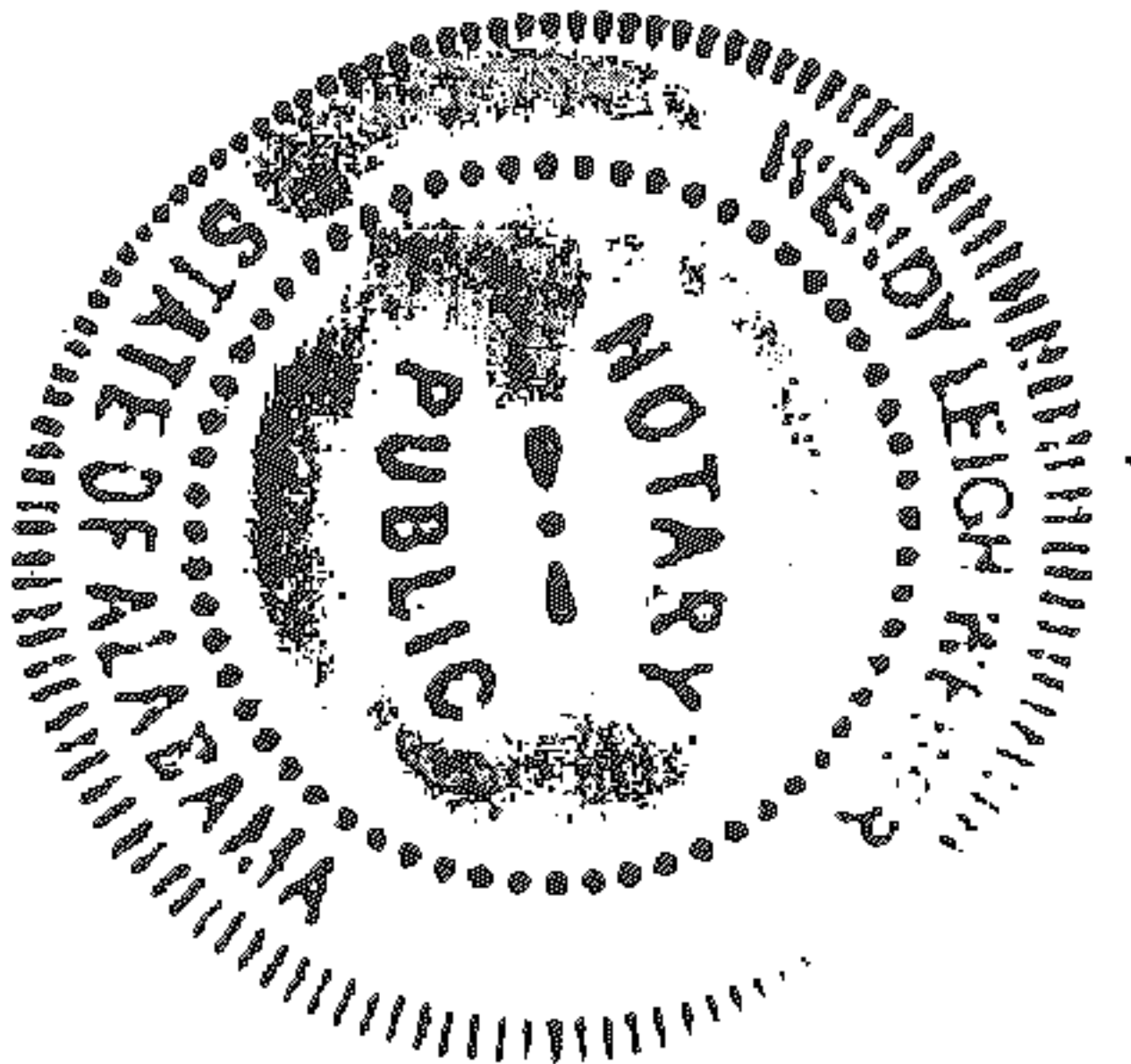
Katherine Ann McLemore

Katherine Ann McLemore, as income beneficiary and life tenant of the GST Exempt Family Trust created under Item V of the Last Will and Testament of Beverly G. Lee, deceased; and Katherine's Share of such GST Exempt Family Trust

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Katherine Ann McLemore, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

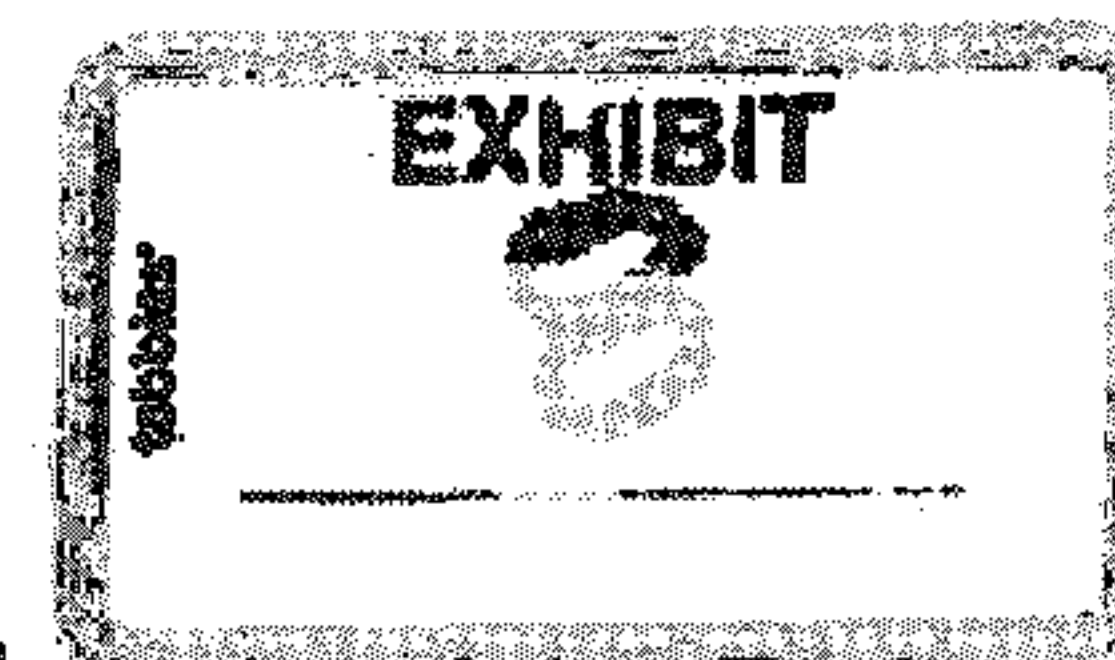
Given under my hand and official seal this 5th, March, 2019, 2020



Wendy Leigh Weber
Notary Public

My commission expires:

My Commission Expires:
August 9, 2023

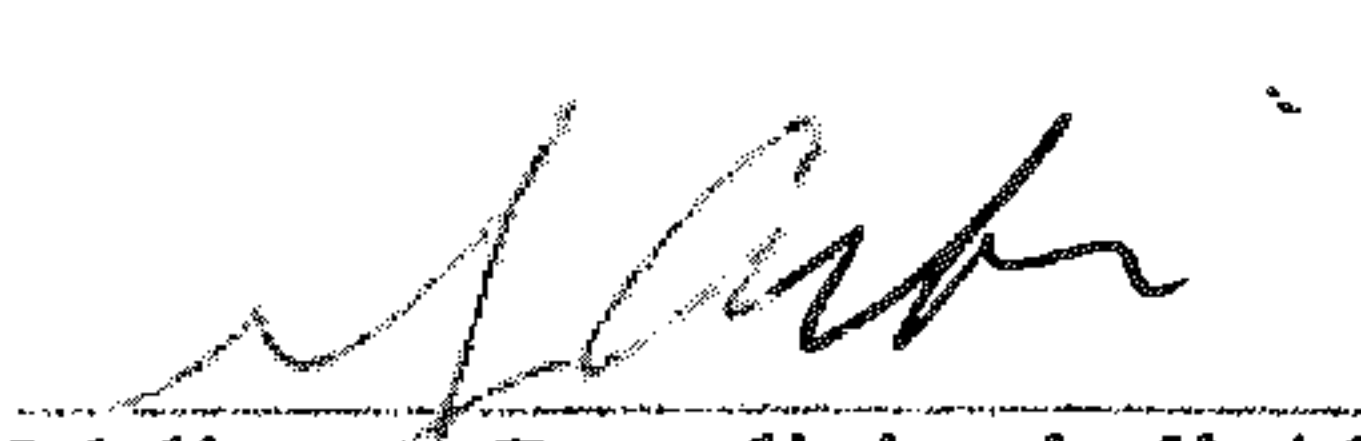


IN THE MATTER OF THE ESTATE	)	PROBATE COURT OF
	)	
OF BEVERLY G. LEE,	)	SHELBY COUNTY, ALABAMA
	)	
Deceased	)	CASE NO. PR-2019-000744

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
MELISSA CANTALINI

The undersigned, constituting one of the "interested persons" named in the Will of Beverly G. Lee, deceased (the "decedent"), the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will, and in either of the shares of the Trust ("Bob's Share" or "Katherine's Share"); and as one of the Parties to that certain "Non-Judicial Termination and Settlement of the Beverly G. Lee Testamentary Trust dated April 7, 2020, ~~2019~~" (the "Agreement") to which this is attached as an exhibit; for myself and as virtual representative for any minor or unborn issue of mine pursuant to Ala. Code § 19-3B-303(6) and 19-3B-304(b), as an income beneficiary and the presumptive remainder beneficiary, and for myself and for my issue and descendants who are contingent beneficiaries, of the Trust and either Bob's Share or Katherine's Share of the Trust, being over 21 years of age and fully competent, do hereby agree to the terms of the Agreement to which this is attached as an exhibit; do hereby consent to the distribution of assets held by the decedent's estate to Robert W. Lee, Jr. as the successor trustee of the Trust and successor trustee of Bob's Share and Katherine's Share of the Trust; do hereby consent to the release and discharge of Stewart H. Welch, III and The Welch Group, LLC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust; do hereby accept as National Advisors Trust Company of Kansas City, Missouri ("NATC") as the successor trustee to Robert W. Lee, Jr. with respect to the Trust, Bob's Share of the Trust and Katherine's Share of the Trust, in the event that Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as successor trustee of any such entities and do hereby consent to the release and discharge of NATC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust prior to it serving as a successor trustee; do hereby accept service of notice of the filing of any petition for the approval of the Agreement to which this is attached as an exhibit which may be filed by either Robert W. Lee, Jr. or NATC as successor trustee of the Trust, Bob's Share of the Trust, or Katherine's Share of the Trust, and waive all other or further notice thereof, either by publication or otherwise; do enter my appearance in Court upon the date for hearing of such petition; and do consent to the approval of the Agreement and all of its exhibits; and further consent that an Order be made and entered by such Court approving the terms of the Agreement and its exhibits and authorizing and directing the Parties to such Agreement to carry out its terms.

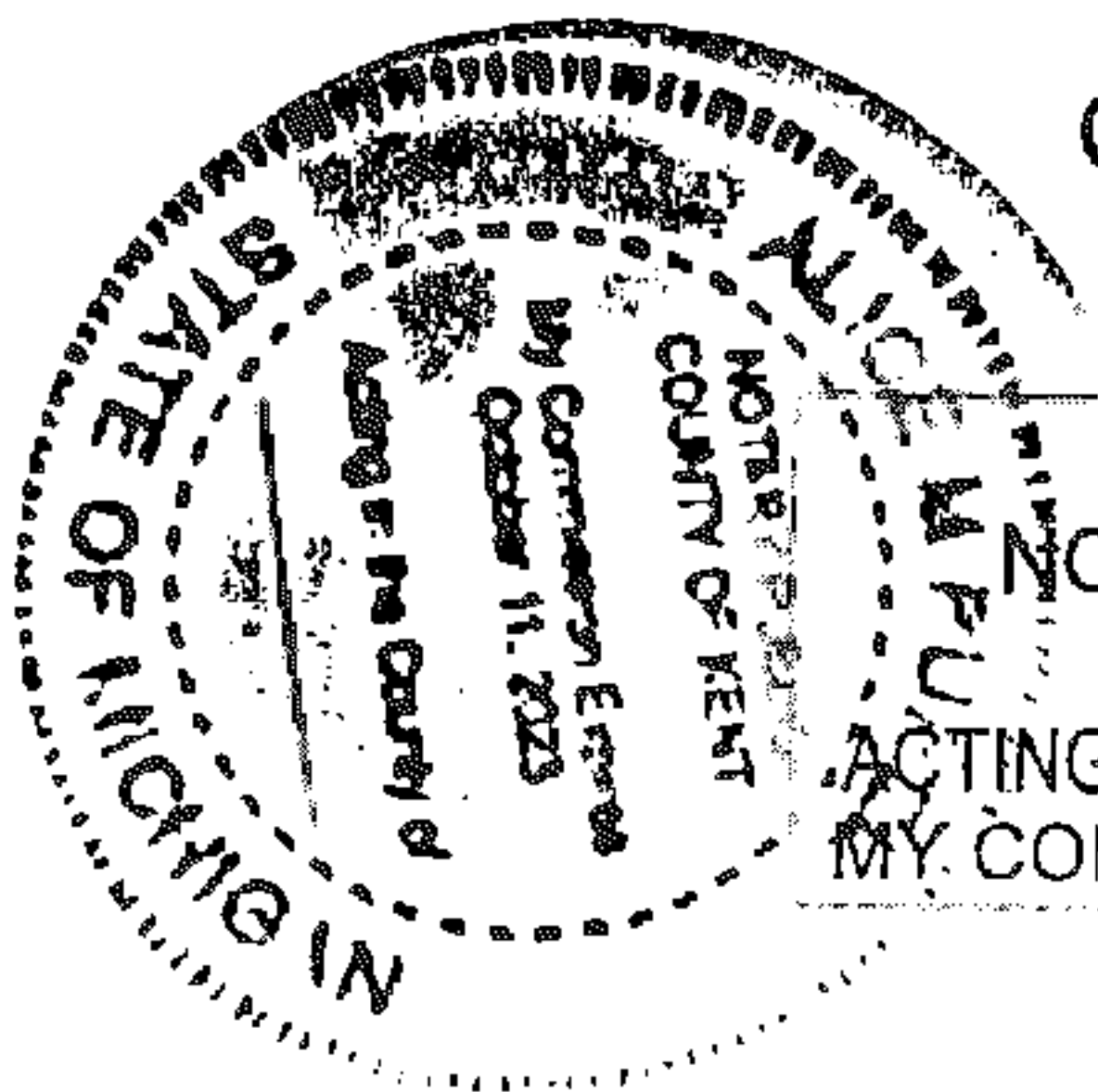
Dated this 29 day of FEBRUARY, 2020


Melissa Cantalini, individually, and as
virtual representative for any of her minor
and unborn children pursuant to Ala. Code
Code § 19-3B-303(6) and 19-3B-304(b), as
income beneficiary and as the presumptive
remainder beneficiary, and for her issue and
descendants who are contingent
beneficiaries of the Trust, and either Bob's
Share or Katherine's Share of the Trust

STATE OF MICHIGAN)
COUNTY OF KENT)

I, the undersigned, a Notary Public in and for the State of MICHIGAN at Large,
hereby certify that Melissa Cantalini, whose name is signed to the foregoing instrument, and who
is known to me, acknowledged before me on this day that being informed of the contents of the
instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29TH DAY OF FEBRUARY, 2019/2020



ALICE M PUPEL
NOTARY PUBLIC - MICHIGAN
KENT COUNTY
ACTING IN THE COUNTY OF KENT
MY COMMISSION EXPIRES OCT. 11, 2023


Notary Public
My commission expires: 10/11/2023



IN THE MATTER OF THE ESTATE)
)
)
 OF BEVERLY G. LEE,)
)
)
 Deceased)
)

PROBATE COURT OF

SHELBY COUNTY, ALABAMA

CASE NO. PR-2019-000744

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
ANGELA ABBOTT

The undersigned, constituting one of the "interested persons" named in the Will of Beverly G. Lee, deceased (the "decedent"), the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will, and in either of the shares of the Trust ("Bob's Share" or "Katherine's Share"); and as one of the Parties to that certain "Non-Judicial Termination and Settlement of the Beverly G. Lee Testamentary Trust dated April 7, 2020, ~~2019~~" (the "Agreement") to which this is attached as an exhibit; for myself and as virtual representative for any minor or unborn issue of mine pursuant to Ala. Code § 19-3B-303(6) and 19-3B-304(b), as an income beneficiary and the presumptive remainder beneficiary, and for myself and for my issue and descendants who are contingent beneficiaries, of the Trust and either Bob's Share or Katherine's Share of the Trust, being over 21 years of age and fully competent, do hereby agree to the terms of the Agreement to which this is attached as an exhibit; do hereby consent to the distribution of assets held by the decedent's estate to Robert W. Lee, Jr. as the successor trustee of the Trust and successor trustee of Bob's Share and Katherine's Share of the Trust; do hereby consent to the release and discharge of Stewart H. Welch, III and The Welch Group, LLC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust; do hereby accept as National Advisors Trust Company of Kansas City, Missouri ("NATC") as the successor trustee to Robert W. Lee, Jr. with respect to the Trust, Bob's Share of the Trust and Katherine's Share of the Trust, in the event that Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as successor trustee of any such entities and do hereby consent to the release and discharge of NATC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust prior to it serving as a successor trustee; do hereby accept service of notice of the filing of any petition for the approval of the Agreement to which this is attached as an exhibit which may be filed by either Robert W. Lee, Jr. or NATC as successor trustee of the Trust, Bob's Share of the Trust, or Katherine's Share of the Trust, and waive all other or further notice thereof, either by publication or otherwise; do enter my appearance in Court upon the date for hearing of such petition; and do consent to the approval of the Agreement and all of its exhibits; and further consent that an Order be made and entered by such Court approving the terms of the Agreement and its exhibits and authorizing and directing the Parties to such Agreement to carry out its terms.

Dated this 29 day of February, ~~2019~~ 2020.

Angela Abbott

Angela Abbott, individually, and as virtual representative for any of her minor and unborn children pursuant to Ala. Code Code § 19-3B-303(6) and 19-3B-304(b), as income beneficiary and as the presumptive remainder beneficiary, and for her issue and descendants who are contingent beneficiaries of the Trust, and either Bob's Share or Katherine's Share of the Trust

STATE OF Texas)
COUNTY OF Tarrant)

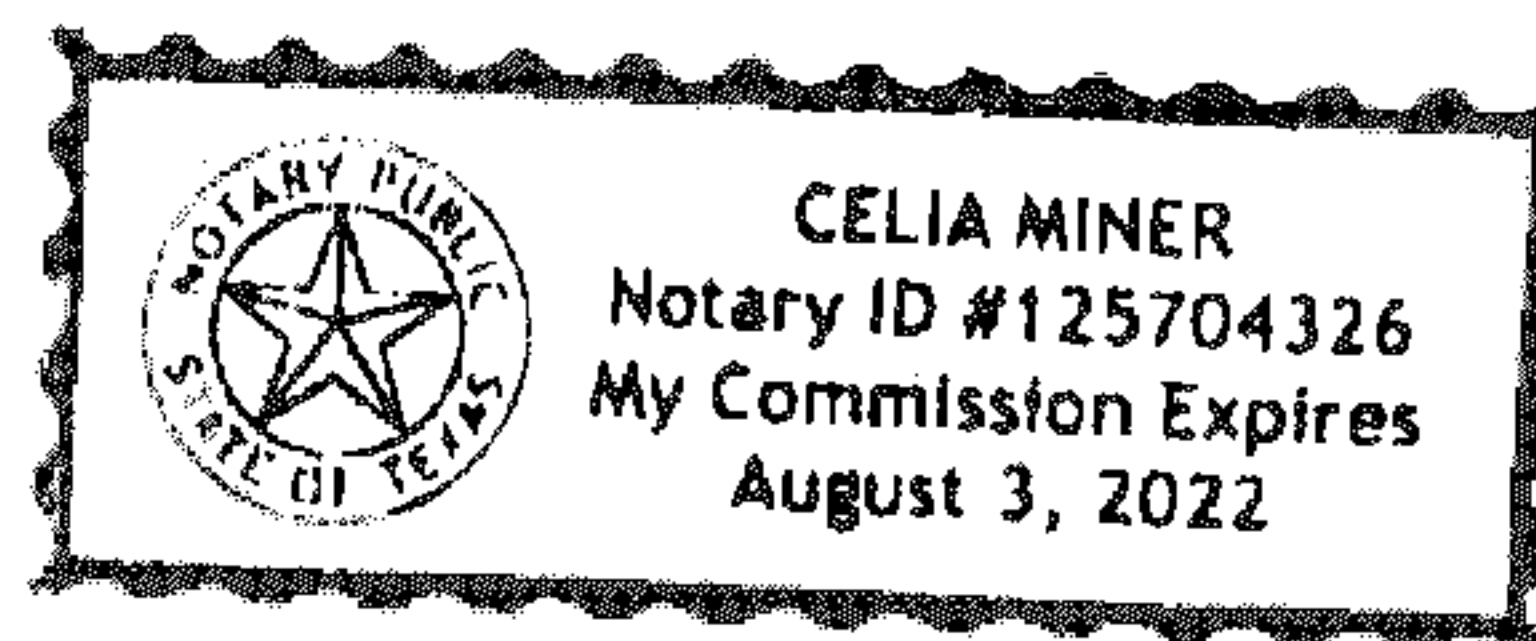
I, the undersigned, a Notary Public in and for the State of Texas at Large, hereby certify that Angela Abbott, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th of February, ~~2019~~ 2020

Celia Miner

Notary Public

My commission expires: Aug 3, 2022





IN THE MATTER OF THE ESTATE)
)
 OF BEVERLY G. LEE,)
)
 Deceased)
)

PROBATE COURT OF
SHELBY COUNTY, ALABAMA
CASE NO. PR-2019-000744

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
ROBERT C. McLEMORE, III

The undersigned, constituting one of the "interested persons" named in the Will of Beverly G. Lee, deceased (the "decedent"), the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will, and in either of the shares of the Trust ("Bob's Share" or "Katherine's Share"); and as one of the Parties to that certain "Non-Judicial Termination and Settlement of the Beverly G. Lee Testamentary Trust dated April 7, 2020, 2019" (the "Agreement") to which this is attached as an exhibit; for myself and as virtual representative for any minor or unborn issue of mine pursuant to Ala. Code § 19-3B-303(6) and 19-3B-304(b), as an income beneficiary and the presumptive remainder beneficiary, and for myself and for my issue and descendants who are contingent beneficiaries, of the Trust and either Bob's Share or Katherine's Share of the Trust, being over 21 years of age and fully competent, do hereby agree to the terms of the Agreement to which this is attached as an exhibit; do hereby consent to the distribution of assets held by the decedent's estate to Robert W. Lee, Jr. as the successor trustee of the Trust and successor trustee of Bob's Share and Katherine's Share of the Trust; do hereby consent to the release and discharge of Stewart H. Welch, III and The Welch Group, LLC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust; do hereby accept as National Advisors Trust Company of Kansas City, Missouri ("NATC") as the successor trustee to Robert W. Lee, Jr. with respect to the Trust, Bob's Share of the Trust and Katherine's Share of the Trust, in the event that Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as successor trustee of any such entities and do hereby consent to the release and discharge of NATC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust prior to it serving as a successor trustee; do hereby accept service of notice of the filing of any petition for the approval of the Agreement to which this is attached as an exhibit which may be filed by either Robert W. Lee, Jr. or NATC as successor trustee of the Trust, Bob's Share of the Trust, or Katherine's Share of the Trust, and waive all other or further notice thereof, either by publication or otherwise; do enter my appearance in Court upon the date for hearing of such petition; and do consent to the approval of the Agreement and all of its exhibits; and further consent that an Order be made and entered by such Court approving the terms of the Agreement and its exhibits and authorizing and directing the Parties to such Agreement to carry out its terms.

Dated this 2nd day of March, 2019.2020

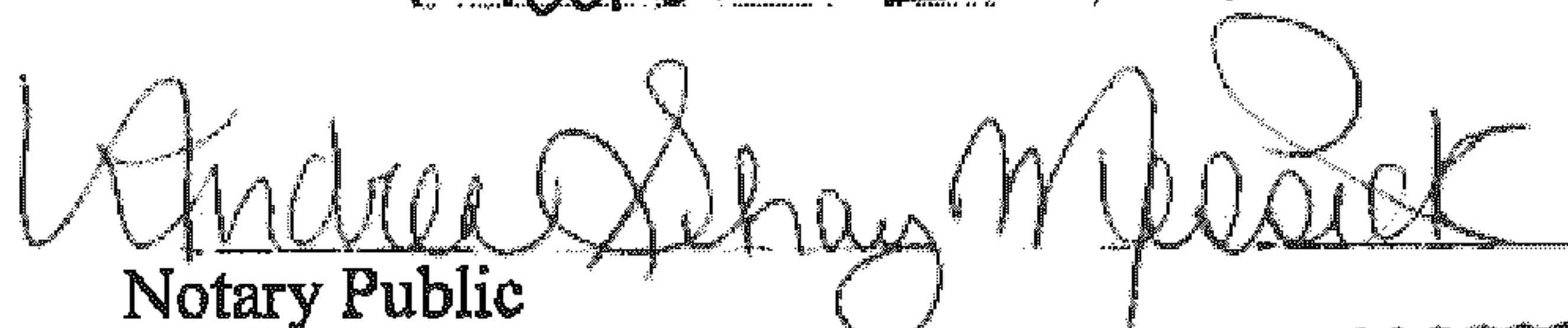


Robert C. McLemore, III, individually, and as virtual representative for any of his minor and unborn children pursuant to Ala. Code Code § 19-3B-303(6) and 19-3B-304(b), as income beneficiary and as the presumptive remainder beneficiary, and for his issue and descendants who are contingent beneficiaries of the Trust, and either Bob's Share or Katherine's Share of the Trust

STATE OF Alabama)
COUNTY OF Jefferson)

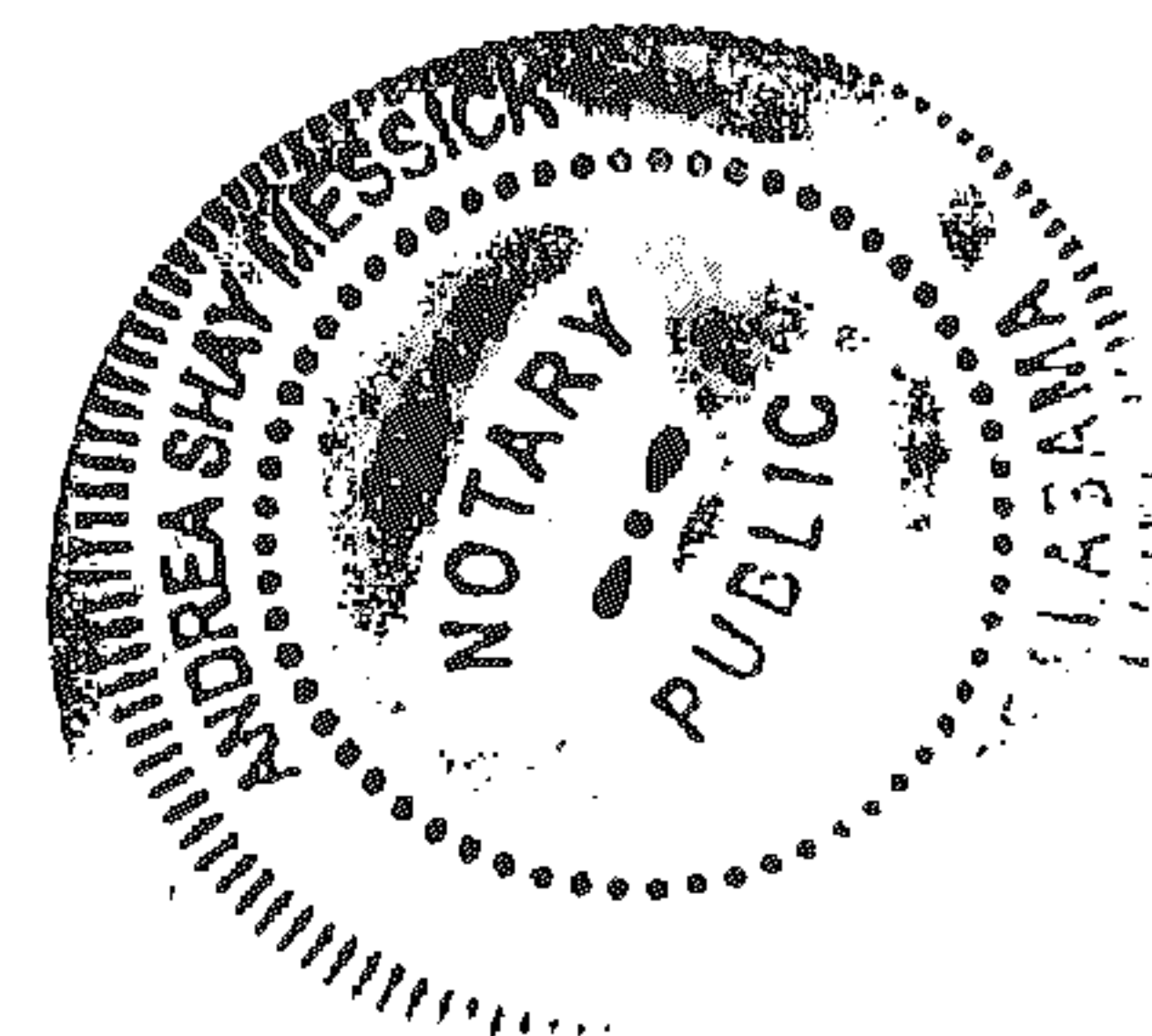
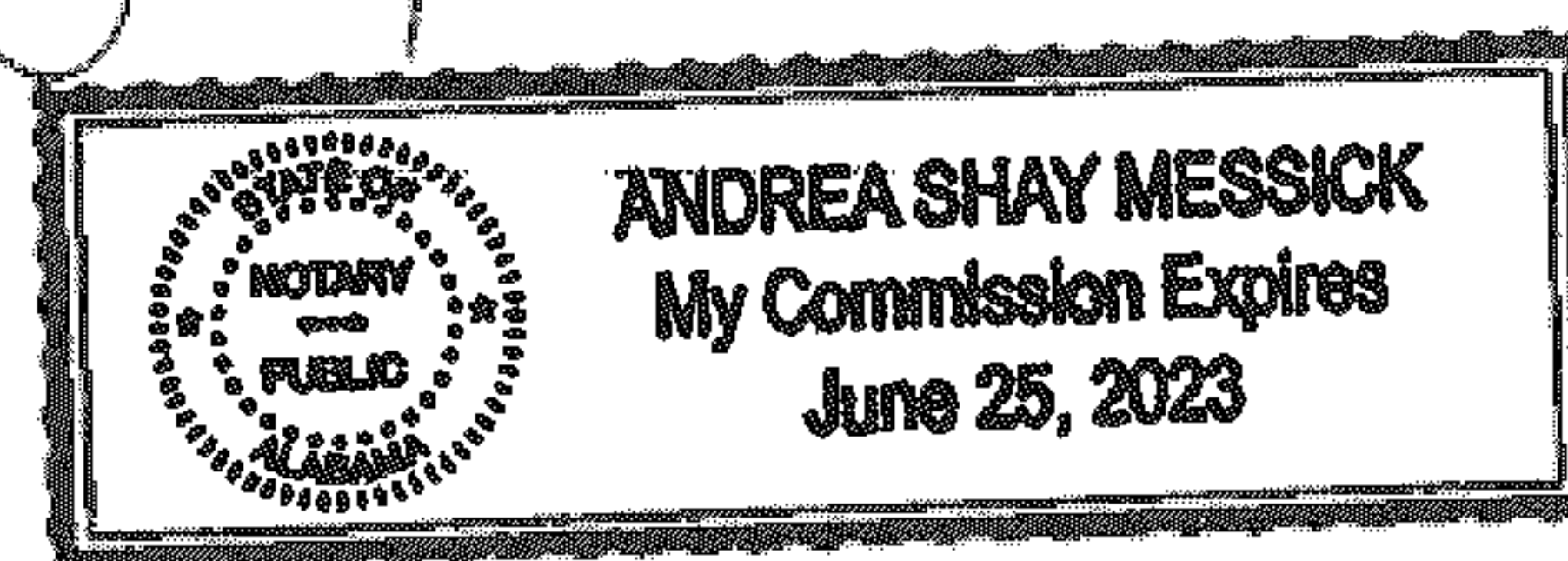
I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Robert C. McLemore, III, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

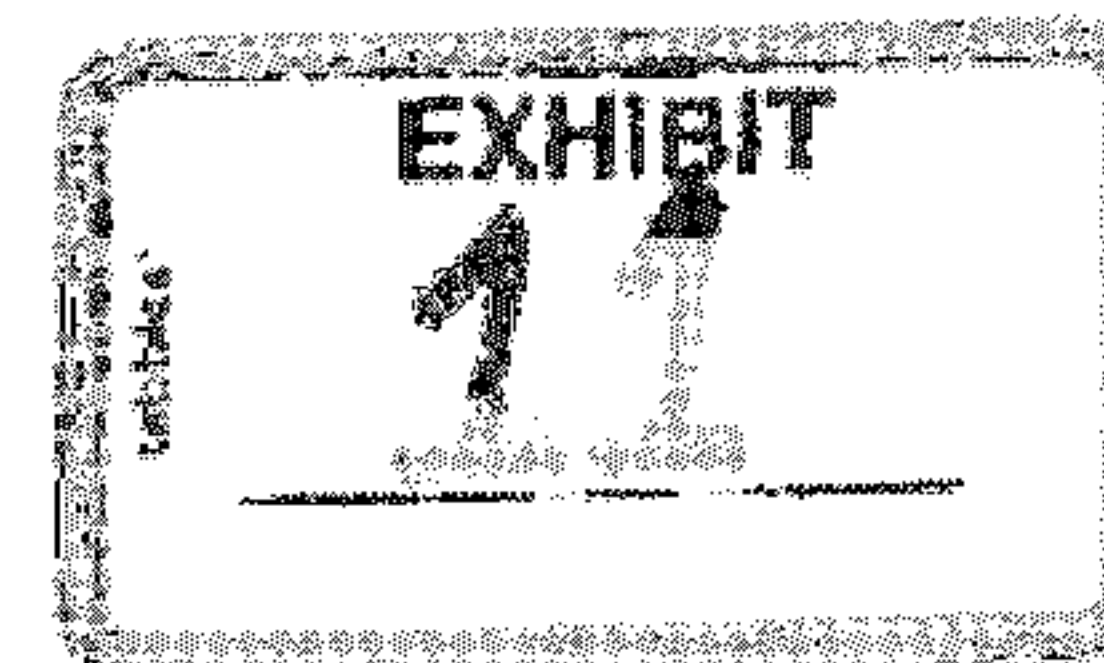
Given under my hand and official seal this March 2, 2019.2020



Notary Public

My commission expires:





IN THE MATTER OF THE ESTATE)
)
OF BEVERLY G. LEE,)
)
Deceased)
)

PROBATE COURT OF
SHELBY COUNTY, ALABAMA
CASE NO. PR-2019-000744

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
RYAN HENDRICKS

The undersigned, constituting one of the "interested persons" named in the Will of Beverly G. Lee, deceased (the "decedent"), the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will, and in either of the shares of the Trust ("Bob's Share" or "Katherine's Share"); and as one of the Parties to that certain "Non-Judicial Termination and Settlement of the Beverly G. Lee Testamentary Trust dated April 7, 2020, 2019" (the "Agreement") to which this is attached as an exhibit; for myself and as virtual representative for any minor or unborn issue of mine pursuant to Ala. Code § 19-3B-303(6) and 19-3B-304(b), as an income beneficiary and the presumptive remainder beneficiary, and for myself and for my issue and descendants who are contingent beneficiaries, of the Trust and either Bob's Share or Katherine's Share of the Trust, being over 21 years of age and fully competent, do hereby agree to the terms of the Agreement to which this is attached as an exhibit; do hereby consent to the distribution of assets held by the decedent's estate to Robert W. Lee, Jr. as the successor trustee of the Trust and successor trustee of Bob's Share and Katherine's Share of the Trust; do hereby consent to the release and discharge of Stewart H. Welch, III and The Welch Group, LLC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust; do hereby accept as National Advisors Trust Company of Kansas City, Missouri ("NATC") as the successor trustee to Robert W. Lee, Jr. with respect to the Trust, Bob's Share of the Trust and Katherine's Share of the Trust, in the event that Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as successor trustee of any such entities and do hereby consent to the release and discharge of NATC from any liability or responsibility arising from the Trust, or Bob's Share or Katherine's Share of the Trust prior to it serving as a successor trustee; do hereby accept service of notice of the filing of any petition for the approval of the Agreement to which this is attached as an exhibit which may be filed by either Robert W. Lee, Jr. or NATC as successor trustee of the Trust, Bob's Share of the Trust, or Katherine's Share of the Trust, and waive all other or further notice thereof, either by publication or otherwise; do enter my appearance in Court upon the date for hearing of such petition; and do consent to the approval of the Agreement and all of its exhibits; and further consent that an Order be made and entered by such Court approving the terms of the Agreement and its exhibits and authorizing and directing the Parties to such Agreement to carry out its terms.

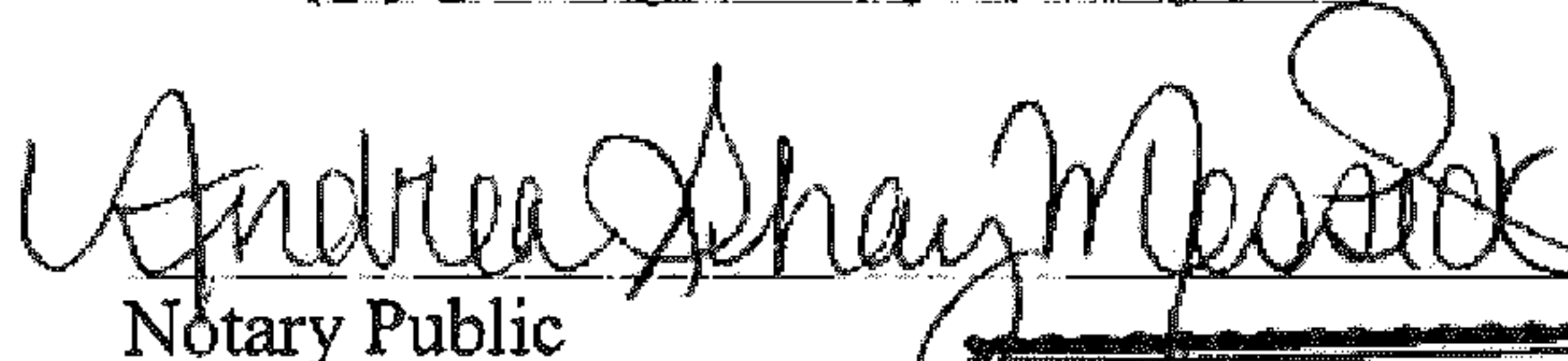
Dated this 4th day of March, 2020.

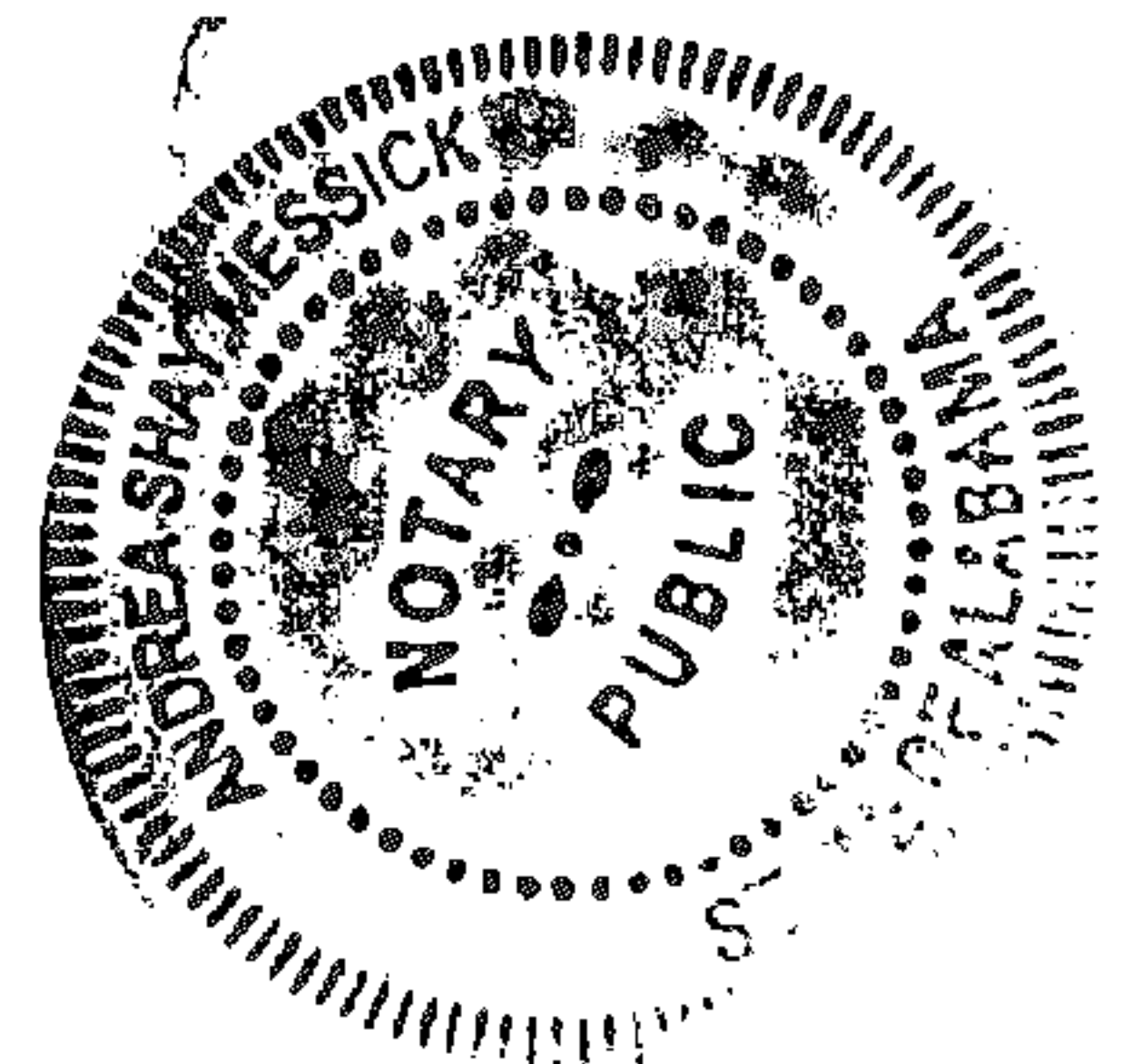
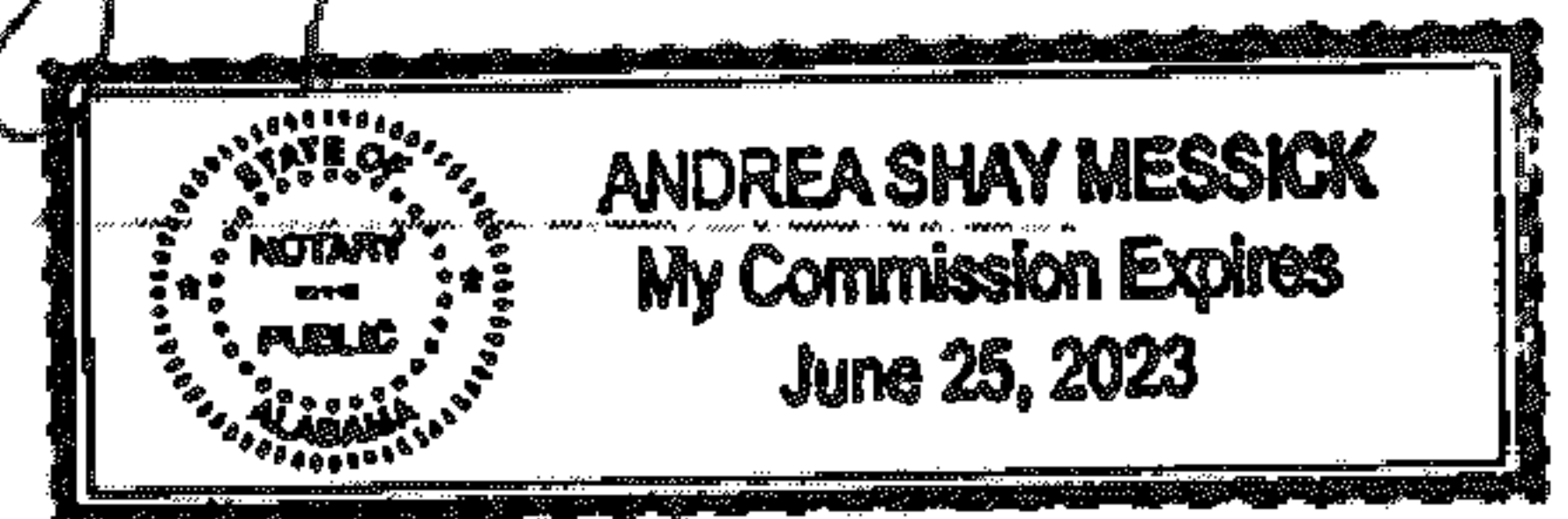

Ryan Hendricks, individually, and as virtual representative for any of his minor and unborn children pursuant to Ala. Code Code § 19-3B-303(6) and 19-3B-304(b), as income beneficiary and as the presumptive remainder beneficiary, and for his issue and descendants who are contingent beneficiaries of the Trust, and either Bob's Share or Katherine's Share of the Trust

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Ryan Hendricks, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th of March, 2020.


Notary Public
My commission expires:



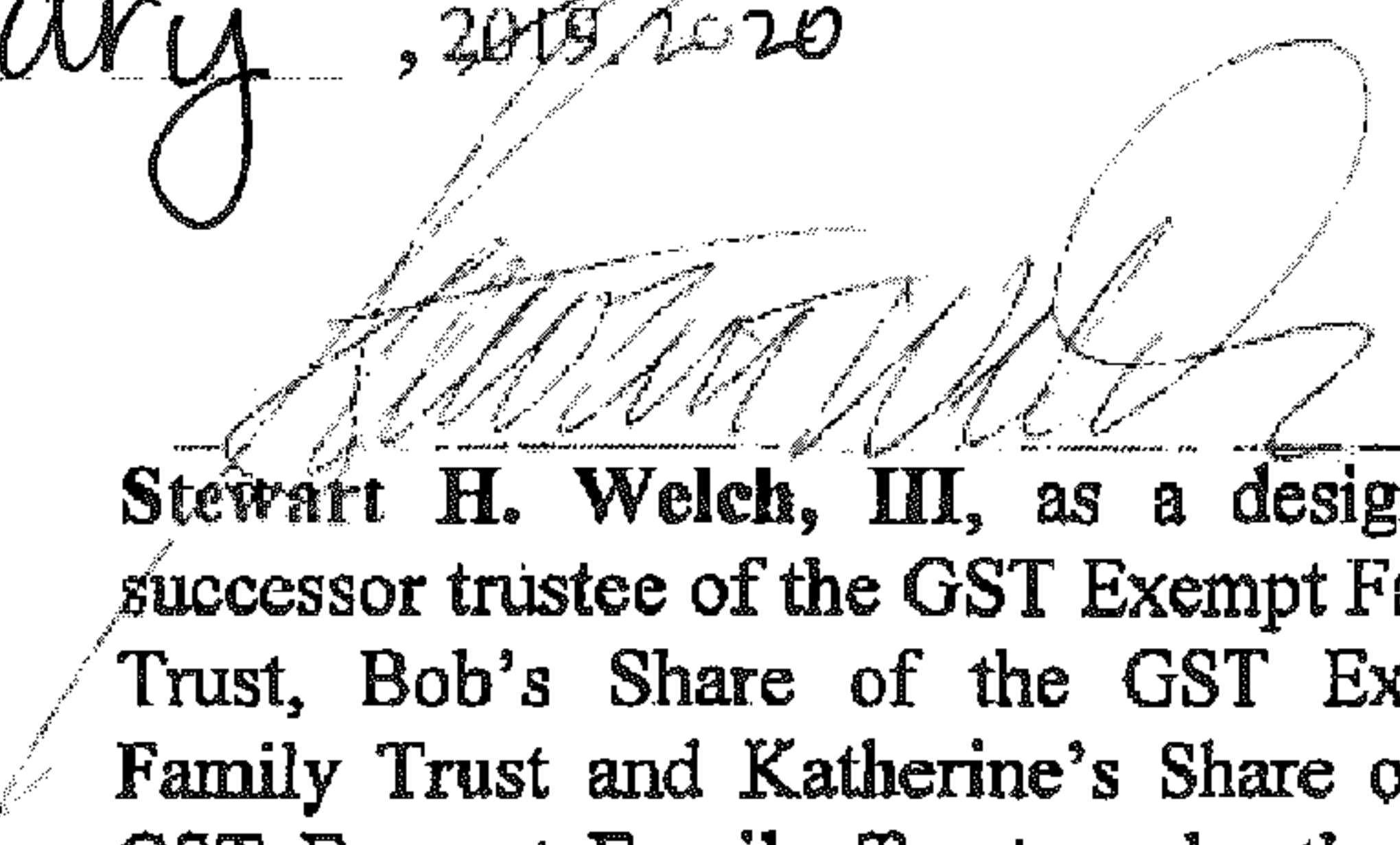


IN THE MATTER OF THE ESTATE) **PROBATE COURT OF**
)
)
OF BEVERLY G. LEE,) **SHELBY COUNTY, ALABAMA**
)
)
Deceased) **CASE NO. PR-2019-000744**

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
STEWART H. WELCH, III

The undersigned, constituting one of the "interested persons" named in the Will of Beverly G. Lee, deceased (the "decedent"), the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will, and the shares of the Trust ("Bob's Share" and "Katherine's Share"); and as one of the Parties to that certain "Non-Judicial Termination and Settlement of the Beverly G. Lee Testamentary Trust dated April 7, 2020, 2019" (the "Agreement") to which this is attached as an exhibit; do hereby agree to the terms of the Agreement to which this is attached as an exhibit; do hereby consent to the distribution of assets held by the decedent's estate to Robert W. Lee, Jr. as the successor trustee of the Trust and successor trustee of Bob's Share and Katherine's Share of the Trust; do hereby accept as National Advisors Trust Company of Kansas City, Missouri ("NATC") as the successor trustee to Robert W. Lee, Jr. with respect to the Trust, Bob's Share of the Trust and Katherine's Share of the Trust, in the event that Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as successor trustee of any such entities; do hereby accept service of notice of the filing of any petition for the approval of the Agreement to which this is attached as an exhibit which may be filed by either Robert W. Lee, Jr. or NATC as successor trustee of the Trust, Bob's Share of the Trust, or Katherine's Share of the Trust, and waive all other or further notice thereof, either by publication or otherwise; do enter my appearance in Court upon the date for hearing of such petition; and do consent to the approval of the Agreement and all of its exhibits; and further consent that an Order be made and entered by such Court approving the terms of the Agreement and its exhibits and authorizing and directing the Parties to such Agreement to carry out its terms.

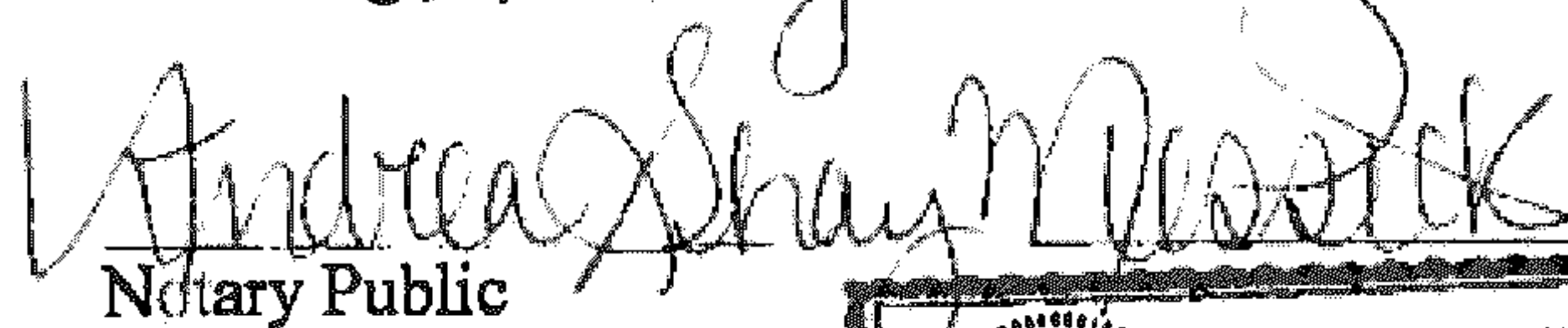
Dated this 28th day of February, 2019 2020


Stewart H. Welch, III, as a designated
successor trustee of the GST Exempt Family
Trust, Bob's Share of the GST Exempt
Family Trust and Katherine's Share of the
GST Exempt Family Trust, under the Last
Will and Testament of Beverly G. Lee,
deceased

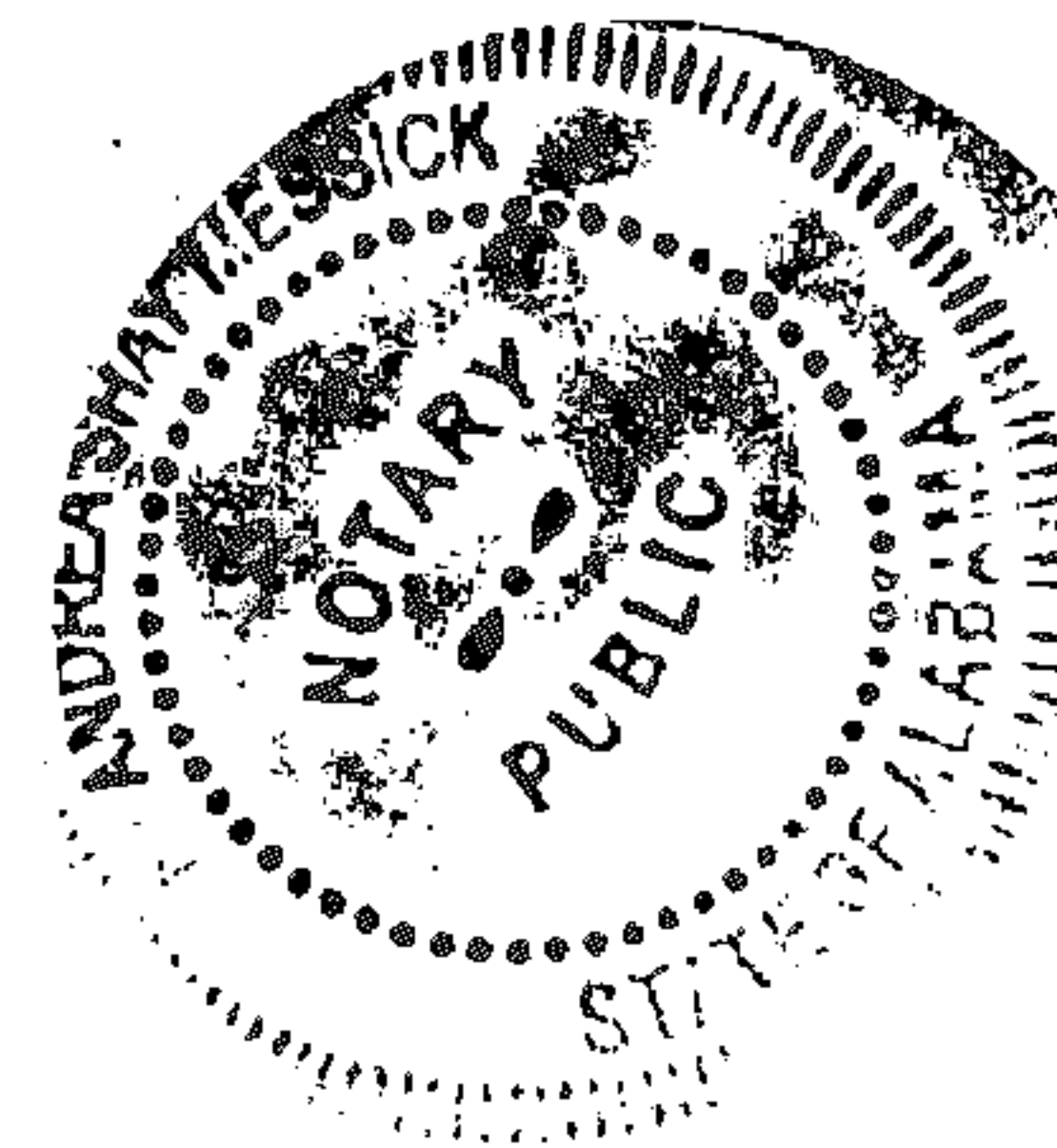
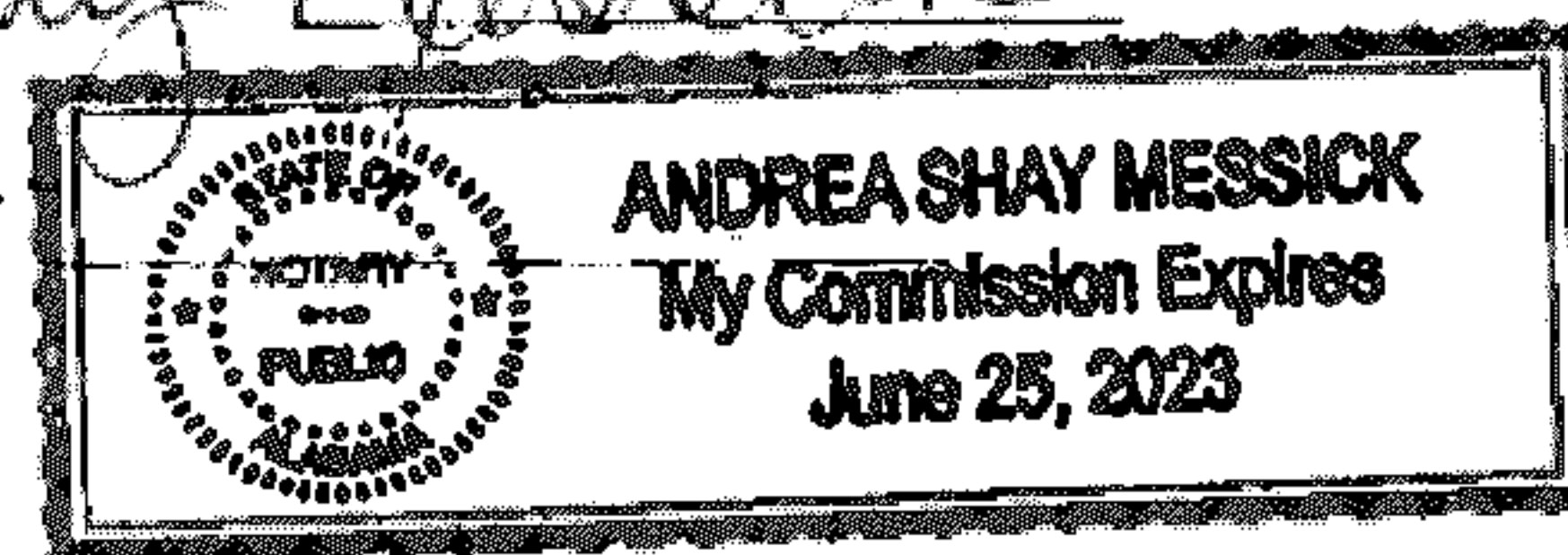
STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for the State of Alabama at Large,
hereby certify that Stewart H. Welch, III, whose name is signed to the foregoing instrument, and
who is known to me, acknowledged before me on this day that being informed of the contents of
the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this February 28th, 2019 2020


Notary Public

My commission expires:



CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
THE WELCH GROUP, LLC

\\FHDATA\TMDOCS\111327-00\DOCS\423633.DOCX

Dated this 28th day of February, 2019²⁰

THE WELCH GROUP, LLC, as a designated alternate successor trustee of the GST Exempt Family Trust, Bob's Share of the GST Exempt Family Trust and Katherine's Share of the GST Exempt Family Trust, under the Last Will and Testament of Beverly G. Lee, deceased

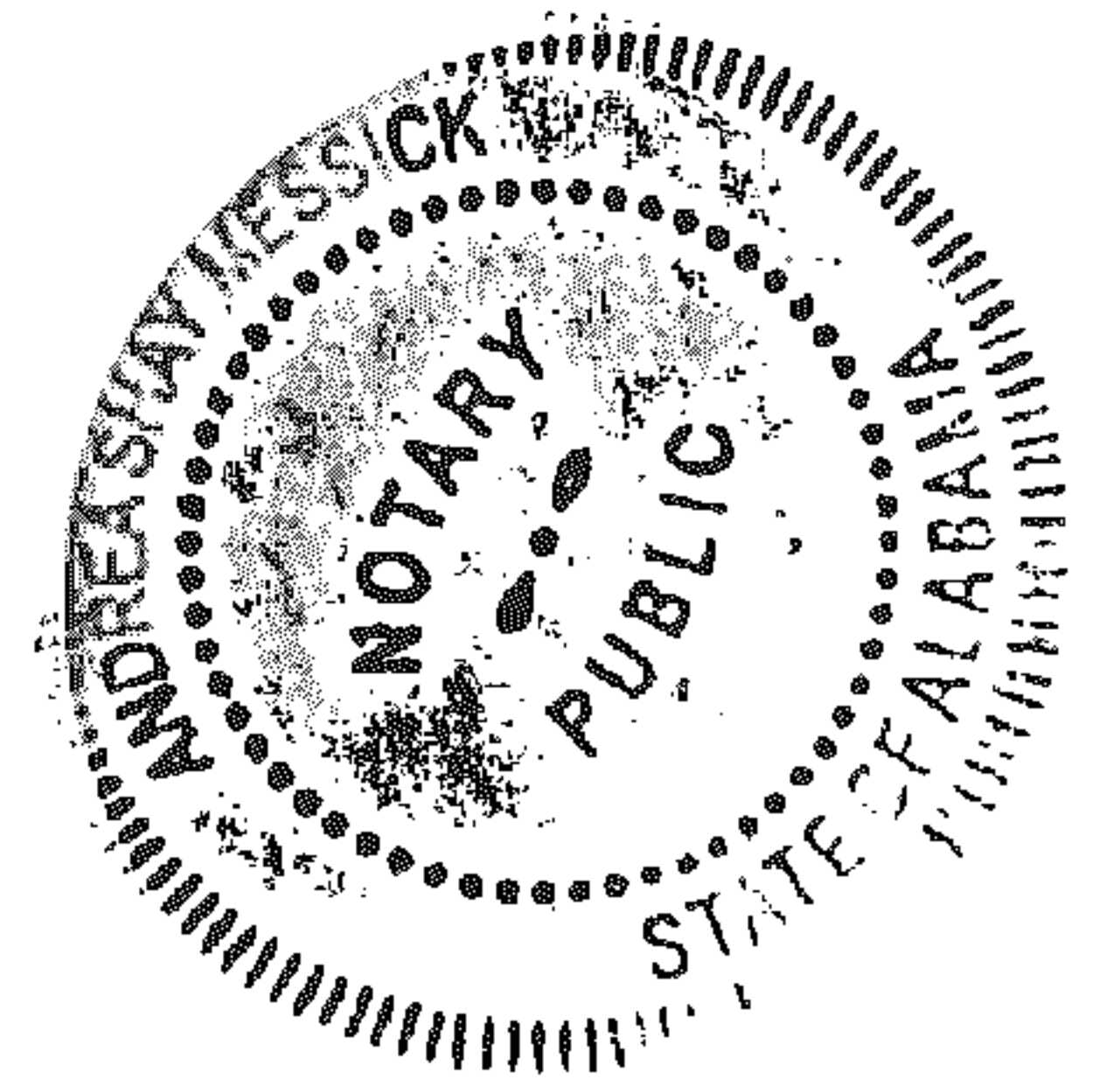
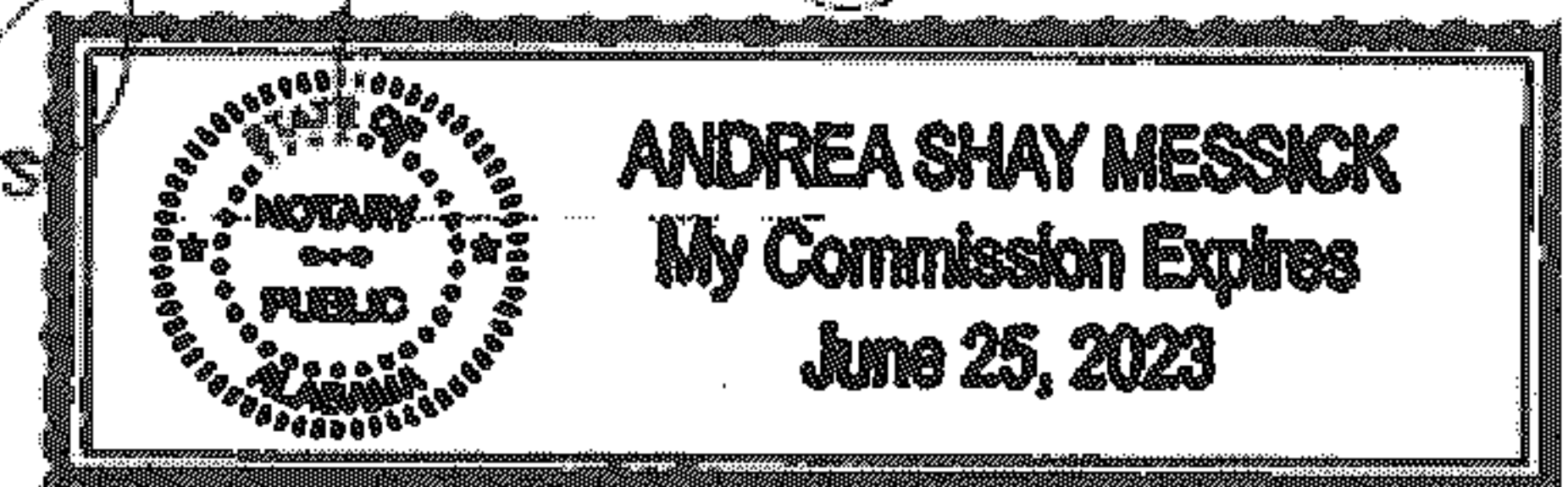
By: [Signature]

Its: Member

I, the undersigned, a Notary Public in and for the State of Alabama, County of Jefferson, hereby certify that Stanley Welch, whose name is signed to the foregoing document as Member of The Welch Group, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day, that being informed of the contents of the document, and with full authority as such officer, the same was executed voluntarily on the day the same bears date.

Given under my hand and seal on February 28th 2020

[Signature]
Notary Public
My Commission Expires





IN THE MATTER OF THE ESTATE)
)
OF BEVERLY G. LEE,)
)
Deceased)
)

PROBATE COURT OF
SHELBY COUNTY, ALABAMA
CASE NO. PR-2019-000744

CONSENT TO NON-JUDICIAL SETTLEMENT
OF GST EXEMPT FAMILY TRUST
AND
WAIVER OF NOTICE
OF
NATIONAL ADVISORS TRUST COMPANY OF KANSAS CITY, MISSOURI

The undersigned, constituting one of the "interested persons" named in the Will of Beverly G. Lee, deceased (the "decedent"), the GST Exempt Family Trust (the "Trust") created under Item V of the decedent's Will, and the shares of the Trust ("Bob's Share" and "Katherine's Share"); and as one of the Parties to that certain "Non-Judicial Termination and Settlement of the Beverly G. Lee Testamentary Trust dated April 7, 2020, ~~2019~~" (the "Agreement") to which this is attached as an exhibit; do hereby agree to the terms of the Agreement to which this is attached as an exhibit; do hereby consent to the distribution of assets held by the decedent's estate to Robert W. Lee, Jr. as the successor trustee of the Trust and successor trustee of Bob's Share and Katherine's Share of the Trust; do hereby accept as National Advisors Trust Company of Kansas City, Missouri ("NATC") as the successor trustee to Robert W. Lee, Jr. with respect to the Trust, Bob's Share of the Trust and Katherine's Share of the Trust, in the event that Robert W. Lee, Jr. shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as successor trustee of any such entities; do hereby accept service of notice of the filing of any petition for the approval of the Agreement to which this is attached as an exhibit which may be filed by either Robert W. Lee, Jr. or NATC as successor trustee of the Trust, Bob's Share of the Trust, or Katherine's Share of the Trust, and waive all other or further notice thereof, either by publication or otherwise; do enter my appearance in Court upon the date for hearing of such petition; and do consent to the approval of the Agreement and all of its exhibits; and further consent that an Order be made and entered by such Court approving the terms of the Agreement and its exhibits and authorizing and directing the Parties to such Agreement to carry out its terms.

Dated this 4 day of February, 2020

NATIONAL ADVISORS TRUST COMPANY
OF KANSAS CITY, MISSOURI, formerly
identified in the decedent's Will as National
Advisors Trust Company, FSB, of Overland
Park, Kansas, a federal savings bank, as a
designated second alternate successor trustee of the
GST Exempt Family Trust, Bob's Share of the GST
Exempt Family Trust and Katherine's Share of the
GST Exempt Family Trust, under the Last Will and
Testament of Beverly G. Lee, deceased

By: Tyler Menden
Its: V.P. : Trust Counsel

I, the undersigned, a Notary Public in and for the State of Missouri, County
of Jackson, hereby certify that Tyler Menden, whose
name is signed to the foregoing document as V.P. : Trust Counsel of National Advisors
Trust Company of Kansas City, Missouri, a corporation, and who is known to me, acknowledged
before me on this day, that being informed of the contents of the document, and with full
authority as such officer, the same was executed voluntarily on the day the same bears date.

Given under my hand and seal on February 4, 2020.



SALINE ROBERTS
My Commission Expires
May 25, 2020
Jackson County
Commission #12545514

Saline Roberts
Notary Public
My Commission Expires: 5-25-2020



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/16/2020 01:14:41 PM
\$235.00 JESSICA
20200716000297250

Alvin S. Bayl