

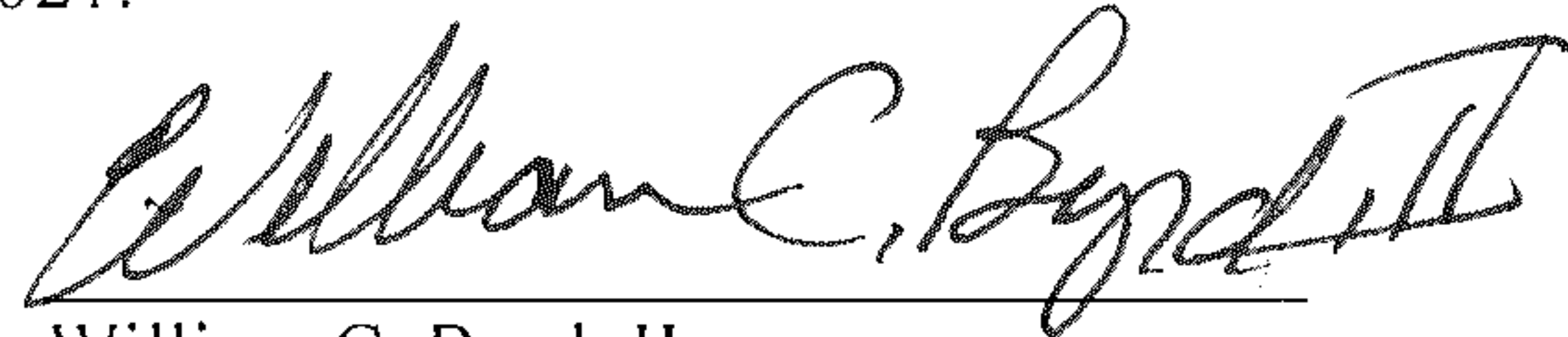
**AFFIDAVIT FOR CLARIFICATION OF TITLE OF THE MARITAL TRUST CREATED  
UNDER THE WILL OF WILLIAM LARRY CLAYTON, DECEASED, SHELBY COUNTY  
PROBATE CASE NO. PR-2009-742**

The undersigned, William C. Byrd, II, as attorney for Cathy Goff Clayton, Delton Lane Clayton and Diedre Clayton O'Neal, as Co-Trustees of The Marital Trust Created Under The Will Of William Larry Clayton, Deceased, Shelby County Probate Case No. PR-2009-742 (the, "Marital Trust"), in connection with that certain real property situated in Shelby County, Alabama, as more particularly described in Exhibit A, attached hereto (the "Property"), does hereby certify that (i) the Property is titled in the name of Larry Clayton, (ii) William Larry Clayton died testate on or about October 25, 2009, and (iii) per the documents listed below as items 1 through 5, the Property is now titled in the Marital Trust:

1. Legal Description of the Property, attached hereto and made a part hereof as Exhibit A;
2. Last Will and Testament of William Larry Clayton recorded November 19, 2009, with the Shelby County, AL Judge of Probate, attached hereto and made a part hereof as Exhibit B;
3. Letters of Testamentary dated December 3, 2009, attached hereto and made a part hereof as Exhibit C;
4. Petition of Cathy Goff Clayton, Delton Lane Clayton and Diedra Clayton O'Neal for the Probate of the Will of William Larry Clayton, Deceased dated November 4, 2009, attached hereto and made a part hereof as Exhibit D;
5. Decree Admitting Will to Probate and Granting Letters Testamentary dated December 3, 2009, attached hereto and made a part hereof as Exhibit E;

[ *signatures contained on following page* ]


IN WITNESS WHEREOF, dated January 12, 2021.

  
William C. Byrd, II

STATE OF ALABAMA                     )  
  :  
JEFFERSON COUNTY                    )

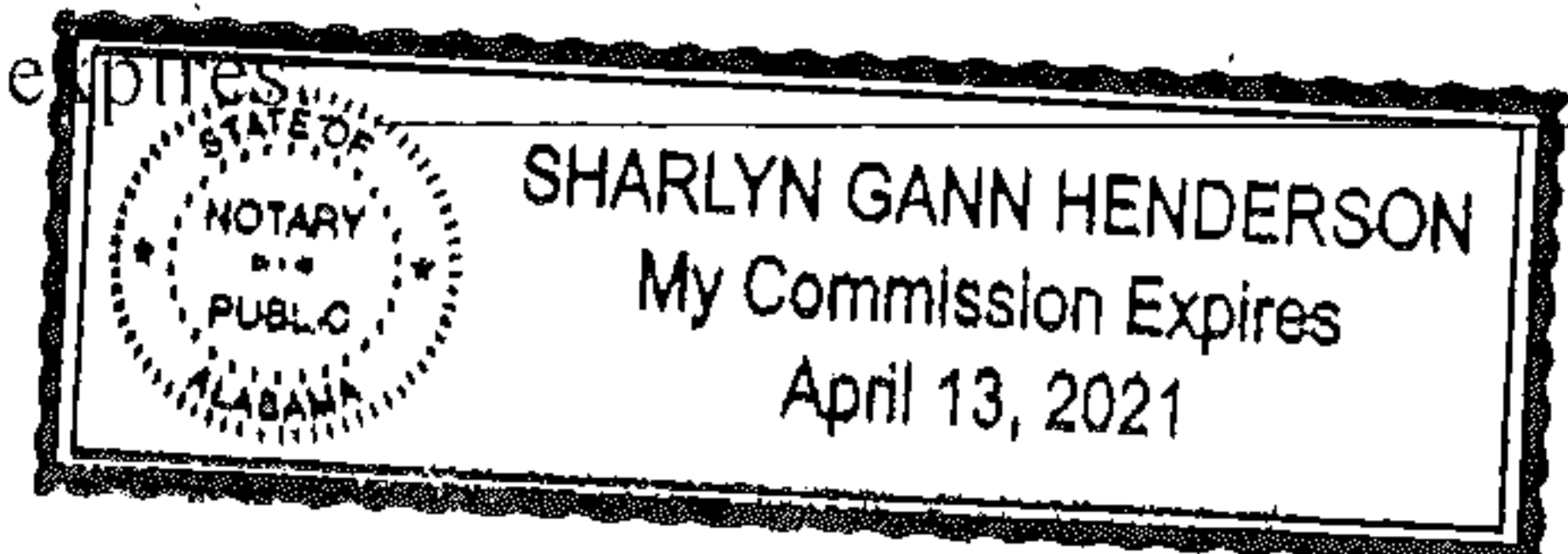
I, Sharlyn Gann Henderson, hereby certifies that William C. Byrd, II, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of January, 2021.

  
Notary Public

[NOTARIAL SEAL]

My commission expires



**20210121000033550 01/21/2021 11:02:00 AM AFFID 3/43**  
**EXHIBIT A**

**Legal Description**

**PARCEL A:**

Lot 110, according to the Map and Survey of Wyndham Cottages, Phase II as recorded in Map Book 27, Page 2, in the Probate Office of Shelby County, Alabama.

**PARCEL B:**

Lot 20, according to the Survey of Airpark Industrial Complex, as recorded in Map Book 19, Page 116, in the Probate Office of Shelby County, Alabama.

**20210121000033550 01/21/2021 11:02:00 AM AFFID 4/43**  
**EXHIBIT B**  
**[see attached]**

LAST WILL AND TESTAMENT

OF

WILLIAM LARRY CLAYTON

RECEIVED  
NOV 19 2009  
James W. Fuhrmeister  
Judge of Probate

I, WILLIAM LARRY CLAYTON, a resident of Shelby County, Alabama 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 any and all Wills, Codicils and other testamentary dispositions heretofore made by me.

ITEM I

DEBTS


I direct that all my debts and funeral expenses be paid as soon after my death as may be practicable.

ITEM II

PERSONAL ITEMS

(a) I devise to my wife, CATHY GOFF CLAYTON, if she survives me, all my jewelry, wearing apparel, automobile or automobiles, books, furniture and furnishings, and all other articles of personal and household use, together with any insurance thereon. I hereby vest in my Executors full power and authority to determine what objects of property are included in the foregoing description contained in this ITEM.

(b) If my said wife does not survive me, then I devise all of the property hereinabove described in Paragraph (a) of this ITEM in equal shares to my children who survive me and to the descendants, per stirpes, of any of my children who predecease me, subject to the provision made below for a beneficiary under twenty-one (21) years of age. The Executor shall have absolute discretion to divide such property among such beneficiaries, having due regard for their personal preferences, and such division shall be conclusive and binding. If any beneficiary entitled to a share of the property disposed of by this Paragraph shall be under the age of twenty-one (21) years at the time of my death, the Executor



shall have absolute discretion, without requiring bond in any case, either to:

- (1) Retain for such beneficiary all or any part of such beneficiary's share of said property until such beneficiary attains the age of twenty-one (21) years;
- (2) Deliver all or any part of any such beneficiary's share of such property directly to such beneficiary, or to any person deemed suitable by my Executor, for the benefit of such beneficiary; or
- (3) Sell all or any part of such beneficiary's share of such property, publicly or privately, and add the net proceeds thereof to the principal of the trust hereinafter referred to or directed to be set apart for such beneficiary.

Upon making any payment or transfer hereunder, my Executor shall be discharged with respect thereto, without liability for the subsequent application thereof. Storage, insurance and other carrying charges incurred in retaining any such property for any beneficiary shall be paid out of funds held for the benefit of such beneficiary under this Will.

ITEM III

RESIDUARY ESTATE

(a) Residue if Wife Survives. If my wife, CATHY GOFF CLAYTON, survives me, my Executors shall divide all the rest, residue and remainder of my estate into two parts, hereinafter designated as the "Grandchildren's Share" and the "Marital Share," each ascertained as follows:

(1) The first such share (the "Grandchildren's Share") shall be that amount which is equal in value to the remaining Generation Skipping Transfer Tax ("GSTT") exemption under Section 2631 of the Code, (the "Exemption") available to my estate, after taking into account any allocation of the Exemption to lifetime gifts, and after the Exemption is first allocated to any devisees to "skip persons" as defined in Section 2613; that is, the maximum amount for which the inclusion ratio defined in Section 2642 of the Code would be zero. I devise the Grandchildren's Share, hereinafter referred to as the "Grandchildren's Trust," to my



Trustees hereinafter named, to be held in trust, administered and distributed under the provisions of ITEM VI.

(2) The second share (the "Marital Share") shall be the balance of my residuary estate remaining after the allocation to the Grandchildren's Share. I devise the Marital Share, hereinafter referred to as the "Marital Trust," to my Trustees hereinafter named, to be held in trust, administered and distributed under the provisions of ITEM V.

(b) Residue if Wife Predeceases. If my wife does not survive me, my Executors shall divide all the rest, residue and remainder of my estate into two parts, hereinafter designated as the "Grandchildren's Share" and the "Children's Share" each ascertained as follows:

(1) The first such share (the "Grandchildren's Share") shall be that amount which is equal in value to the maximum amount which can be protected from the GSTT in my estate under the Exemption, after taking into account any allocation of the Exemption to lifetime gifts, and after such Exemption is first allocated to any devises to "skip persons" as defined in Section 2613 of the Code; that is, the maximum amount for which the inclusion ratio defined in Section 2642 of the Code would be zero. I devise the Grandchildren's Share, hereinafter referred to as the "Grandchildren's Trust," to my Trustee hereinafter named, to be held in trust, administered and distributed under the provisions of ITEM VI.

(2) The second share (the "Children's Share") shall be the balance of my residuary estate remaining after the allocation to the Grandchildren's Share. I devise the Children's Share, hereinafter referred to as the "Children's Trust," to my Trustee hereinafter named, to be held in trust, administered and distributed under the provisions of ITEM VII.

(c) Funding of Shares. In making the computations necessary to determine the amount to be allocated to the Grandchildren's Share, the final determination for federal estate tax purposes

shall control, whether my Executors shall choose the date of death or alternate valuation date. In the sole power and discretion of my Executors, acting in a fiduciary capacity, the payment of this amount may be made wholly or partly in cash or property, as selected by my Executors; provided, however, that all such property so selected shall be valued at fair market value at the date or dates of distribution; and provided further, that so far as is possible, there shall not be included in the Marital Share any assets or the proceeds of any assets:

- (i) which do not qualify for the marital deduction for federal estate tax purposes,
- (ii) with respect to which any estate or death taxes are paid to any foreign country or any of its possessions or subdivisions, or
- (iii) with respect to which any tax credit or deduction shall be available because it shall be subject to both federal estate and federal income tax.

ITEM IV

MARITAL DEDUCTION INTENTION

(a) It is my intention that the property allocated to the Marital Share under this Will and held and distributed as hereinafter set forth shall constitute "qualified terminable interest property" as defined in Section 2056(b)(7)(B) of the Code, as to which the marital deduction provided by the Code will be allowed if my Executors shall so elect. My Executors shall be authorized to make any full or partial election permitted by said Section with respect to all or any part of such property as, in the sole discretion of the Executors, shall be in the best interests of my estate, the beneficiaries of said Share and the other beneficiaries of my estate, or to make no election with respect to such property, taking into consideration the circumstances prevailing after my death. My Executors shall not be liable to my estate, the Trustees of the trust established to hold the Marital Share, or any current or future beneficiary or creditor of such trust or my estate on account of their having made or declined to make any election with respect to such property, unless such



election is made or not made due to gross negligence or bad faith on the part of the Executors.


(b) If my Executors shall elect to treat all or any part of the property of the Marital Share as qualified terminable interest property qualifying for the marital deduction permitted by the Code, then my Executors, regardless of any adverse interest, shall construe all provisions of my Will which may require construction in order that my estate may become and remain entitled to said marital deduction to the extent of such election and are hereby authorized to adopt, agree to or acquiesce in, such construction thereof as the Executors may from time to time deem necessary or advisable in order that such deduction may be obtained for my estate.

(c) If my Executors shall elect to claim as a deduction for income tax purposes any payments made out of the principal of my estate, (1) no adjustment shall be made between principal and income, and (2) the value of my estate for the purpose of computing the Marital Share shall not be reduced by the amount of such payments.

ITEM V

MARITAL TRUST

(a) Division of Trust. If my Executors shall make an election to treat less than all of the property of the Marital Trust as "qualified terminable interest property ("QTIP") as defined in Section 2056(b)(7)(B) of the Code, then the Trustees may, but shall not be required to, divide the trust into two separate trusts, so that all of the property as to which a QTIP election was made shall be held in one trust and all of the property as to which no such election was made shall be held in another trust. Any such division shall be made according to the fair market value of the property of the trust at the time of division. Each such trust shall be administered in all respects according to the following provisions of this ITEM.



(b) Distributions to Wife. During the lifetime of my wife, CATHY GOFF CLAYTON, the Trustees shall pay to her the entire net income from the Marital Trust in convenient installments, but at least annually, and if practicable, in monthly or quarterly installments. If, at any time during such period, the net income from said Trust is not reasonably sufficient, in the opinion of the Trustees, for my wife's support and maintenance in her accustomed manner of living, and for her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, taking into account other resources available to her and known to the Trustees, the Trustees shall pay to her such additional sum or sums out of the principal of said Trust as the Trustees may deem necessary or desirable for such purposes.

(c) Income Producing Property. My wife shall have the power to compel the Trustees to make all or any part of the principal of the Marital Trust productive or income producing or to convert any unproductive or non-income producing property into productive or income producing property. Said power shall be exercised by a written instrument delivered to the Trustees, and the Trustees shall take any action required by the exercise of said power as soon as reasonably practicable.

(d) Termination of Trust. Upon the death of my said wife, the Marital Trust shall terminate, and, subject to the provisions of Paragraph (e) of this ITEM, all of the property thereof shall be treated as follows:

(1) The Trustee shall transfer and pay over all undistributed income thereof to such person or persons, including the estate of my wife, as she, by her Last Will and Testament, may appoint and direct, making specific reference to this general power of appointment, which shall be exercisable by her alone and in all events.

(2) The Trustee shall divide the principal of the Trust and any undistributed income of the Trust which is not appointed as provided above into as many equal shares as I shall then have children living and children dead with descendants surviving.

Any share allocated to a child shall be held and administered under Paragraphs (a), (b), (c) and (d) of ITEM VII. Any share allocated

to descendants of a deceased child shall be divided into shares, per stirpes, and shall be transferred and paid over to such descendants, absolutely; provided that if any share shall be allocated to a descendant of a deceased child who shall then have other property held in trust under any provision of this Will, then his or her share shall be transferred and paid over to the Trustee of the separate trust established for such descendant under this Will.

(e) Payments to Wife's Estate. Upon the death of my wife, the Trustee shall be authorized and empowered to pay out of the Marital Trust all estate and inheritance taxes imposed upon the estate of my wife, all administration expenses of her estate, and the expenses of her last illness and funeral, or such part of such taxes and expenses as the Trustee may deem necessary or proper, taking into consideration the amount and liquidity of other assets of my wife's estate available for such purposes. This provision shall not postpone the disposition of the Marital Trust as hereinabove provided, but under such circumstances, the Trustee shall have the right to withhold such an amount as the Trustee may deem necessary for the purposes described in this ITEM, but shall in any event make distribution of the unexpended portion of the withheld amount as soon as practicable after the death of my wife.

ITEM VI

GRANDCHILDREN'S TRUST

(a) Income and Principal Distributions. Until my oldest living grandchild reaches the age of twenty-five (25), the Trustees shall from time to time pay and distribute to and among my grandchildren so much of the net income and principal of the Grandchildren's Trust as, in the sole discretion of the Trustees, shall be reasonably necessary for any such grandchild's support and maintenance in his or her accustomed manner of living, for such grandchild's health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for his or her education, taking into account other resources available to such

grandchild and known to the Trustees. The term "education" as used herein shall be broadly construed and shall include travel (domestic or international), private or public schools and colleges, post-graduate colleges and professional education, either full or part-time. Such distributions may be disproportionate, to the total exclusion of any one or more of said grandchildren, if the Trustees shall deem such exclusion appropriate. Any net income not distributed pursuant to this Paragraph shall be accumulated and added to and thereafter treated as part of the principal of this Trust. No distributions of principal shall be taken into account in computing the ultimate share of any person upon division of the Grandchildren's Trust pursuant to Paragraph (b) of this ITEM.

(b) Allocation and Distribution of Trust. Upon the twenty-fifth (25th) birthday of my oldest then living grandchild, the Grandchildren's Trust as it then exists shall be divided into as many equal shares as I shall then have grandchildren living and grandchildren dead with descendants surviving. Any share allocated to descendants of any of my grandchildren shall be transferred and paid over to such descendants, per stirpes, absolutely, subject, however, to the provisions hereinafter set forth with respect to any descendant who is under the age of twenty-one (21) years. Except as hereinafter provided, any share allocated to a grandchild of mine shall be held as a separate trust for such grandchild, upon the terms and conditions and subject to the powers and limitations hereinafter set forth:

(1) Distribution to Grandchildren. If a grandchild has then attained the age of fifty-five (55) years, the Trustees shall transfer and pay over to such grandchild his or her entire trust, discharged of trust; if a grandchild has then attained the age of fifty (50) but not fifty-five (55) years, the Trustees shall transfer and pay over to such grandchild three-fourths (3/4) of his or her trust, discharged of trust; or if a grandchild has then attained the age of forty-five (45) but not fifty (50) years, the Trustees shall transfer and pay over to such grandchild one-half



(1/2) of his or her trust, discharged of trust; or if a grandchild has then attained the age of thirty-five (35) but not forty-five (45) years, the Trustees shall transfer and pay over to such grandchild one-fourth (1/4) of his or her trust, discharged of trust.

(2) Income Distributions Prior to Age Twenty-One (21).

The Trustees shall from time to time use, apply and pay to or for the benefit of a grandchild who is under the age of twenty-one (21) years so much of the income of his or her trust as, in the sole discretion of the Trustees, shall be reasonably necessary to provide for such grandchild's support and maintenance in his or her accustomed manner of living, for his or her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for his or her education, taking into account income and principal readily available to such grandchild from other sources. Any income not so distributed shall be accumulated and added to principal.

(3) Income Distributions From and After Age Twenty-One (21). The Trustees shall use, apply, or pay to or for the benefit of a grandchild who is twenty-one (21) years of age or older the entire net income from his or her trust, in convenient installments, but at least annually, and if practicable, in monthly or quarterly installments.

(4) Invasion of Principal. If, at any time, the Trustees, after taking into account income and principal readily available for a grandchild from other sources, shall determine that his or her income is not reasonably sufficient for his or her support and maintenance in his or her accustomed manner of living, for his or her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for his or her education, then the Trustees may from time to time pay to such grandchild or use for his or her benefit, so much of the principal of his or her trust as, in the sole discretion of the Trustees, shall be reasonably necessary for such purposes, to the complete

exhaustion of the principal, if the Trustees shall deem that reasonable and appropriate.

(5) Distribution of Principal. As each grandchild attains the age of thirty-five (35) years, the Trustees shall transfer and pay over to such grandchild, discharged of trust, one-fourth (1/4) of the principal of his or her trust; as each grandchild attains the age of forty-five (45) years, the Trustees shall transfer and pay over to such grandchild, discharged of trust, one-third (1/3) of the then existing principal of his or her trust; as each grandchild attains the age of fifty (50) years, the Trustees shall transfer and pay over to such grandchild, discharged of trust, one-half (1/2) of the then existing principal of his or her trust; and as each grandchild attains the age of fifty-five (55) years, the Trustees shall transfer and pay over to such grandchild, discharged of trust, the entire remaining balance of the principal and undistributed income of his or her trust. In the event that a grandchild shall die before attaining the age of fifty-five (55) years, then the Trustees shall transfer and pay over the property then constituting such deceased grandchild's trust, including any undistributed income thereof, to his or her descendants then living, in equal shares, per stirpes, or if there be none, to my descendants then living, in equal shares, per stirpes, or if there be none, to those persons who would have taken, and in such shares as they would have taken, under the laws of the State of Alabama as if I had then died intestate and as if my entire estate had consisted of the assets of such trust; provided, however, if any such person shall then have other property held in trust under this Will, then his or her share in such deceased grandchild's trust shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.





ITEM VII

CHILDREN'S TRUST

The Children's Trust shall be divided into as many equal shares as I shall then have children living and children dead with descendants surviving. Any share allocated to descendants a deceased child shall be transferred and paid over to such descendants, per stirpes, absolutely; provided that if any share shall be allocated to a descendant of a deceased child who shall then have other property held in trust under any provision of this Will, then his or her share shall be transferred and paid over to the Trustee of the separate trust established for such descendant under this Will. Except as hereinafter provided, any share allocated to a child of mine shall be held as a separate trust for such child, upon the terms and conditions and subject to the powers and limitations hereinafter set forth:

(a) Distribution to Children. If a child has then attained the age of fifty-five (55) years, the Trustees shall transfer and pay over to such child his or her entire trust, discharged of trust; if a child has then attained the age of fifty (50) but not fifty-five (55) years, the Trustees shall transfer and pay over to such child two-thirds (2/3) of his or her trust, discharged of trust; or if a child has then attained the age of forty-five (45) but not fifty (50) years, the Trustees shall transfer and pay over to such child one-third (1/3) of his or her trust, discharged of trust.

(b) Income Distributions. The Trustees shall use, apply, or pay to a child or for his or her benefit the entire net income from his or her trust, in convenient installments, but at least annually, and if practicable, in monthly or quarterly installments.

(c) Invasion of Principal. If, at any time, the Trustees, after taking into account income and principal readily available for a child from other sources, shall determine that his or her income is not reasonably sufficient for his or her support and maintenance in his or her accustomed manner of living, for his or

her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for his or her education, then the Trustees may from time to time pay to such child or use for his or her benefit, so much of the principal of his or her trust as, in the sole discretion of the Trustees, shall be reasonably necessary for such purposes, to the complete exhaustion of the principal, if the Trustees shall deem that reasonable and appropriate.

(d) Distribution of Principal. As each child attains the age of forty-five (45) years, the Trustees shall transfer and pay over to such child, discharged of trust, one-third (1/3) of the principal of his or her trust; as each child attains the age of fifty (50) years, the Trustees shall transfer and pay over to such child, discharged of trust, one-half (1/2) of the then existing principal of his or her trust; and as each child attains the age of fifty-five (55) years, the Trustees shall transfer and pay over to such child, discharged of trust, the entire remaining balance of the principal and undistributed income of his or her trust. In the event that a child shall die before attaining the age of fifty-five years, then the Trustees shall transfer and pay over the property then constituting such deceased child's trust, including any undistributed income thereof, to such person or persons, including such child's estate, as such child may appoint in his or her Last Will and Testament, making specific reference to this general power of appointment, which shall be exercisable by such child alone and in all events. Any property as to which the general power of appointment granted herein is not effectively exercised shall be transferred and paid over to such child's descendants then living, in equal shares, per stirpes, or if there be none, to my descendants then living, in equal shares, per stirpes, or if there be none, to those persons who would have taken, and in such shares as they would have taken, under the laws of the State of Alabama as if I had then died intestate and as if my entire estate had consisted of the assets of such trust; provided, however, if any



such person shall then have other property held in trust under this Will, then his or her share in such deceased child's trust shall be added to, merged in and administered and disposed of like such other property so held in trust for him or her.

ITEM VIII

TRUST FOR DESCENDANT UNDER AGE TWENTY-ONE (21).

If any descendant to whom my Executors or the Trustees shall be directed to distribute any share of my estate or the principal of any trust is under the age of twenty-one (21) years when the distribution is to be made, and if no other trust is then held for his or her primary benefit, then though his or her share shall be fully vested in him or her, the Trustees shall continue to hold the same as a separate trust with all of the powers and authority given the Trustees with respect to other trust property held hereunder. Until such descendant attains the age of twenty-one (21) years, the Trustees shall use and apply so much of the net income and principal of the trust as the Trustees shall deem reasonably necessary or desirable for such descendant's support and maintenance in his or her accustomed manner of living, for his or her health, including medical, surgical, hospital or other institutional care and expenses of invalidism, and for his or her education. Any excess income not so distributed shall be added to principal. When such descendant attains the age of twenty-one (21) years, or sooner dies, then the Trustees shall transfer and pay over the principal and any undistributed income, free of trust, to such descendant, or his or her estate, as the case may be.

ITEM IX

PAYMENT OF ESTATE TAXES

All estate and inheritance taxes which may be assessed or imposed with respect to all assets of my estate or any part thereof, wherever situated, whether or not passing under my Will, including the taxable value of all policies of insurance on my life of which I am owner, and of all transfers, powers, rights or interests in my estate for the purposes of estate taxes, shall, if

my said wife survives me, be paid out of the Marital Share, or if such Share is insufficient, out of the Grandchildren's Share. If my said wife does not survive me, such taxes shall be paid out of the Children's Share, or if such Share is insufficient out of the Grandchildren's Share. In any event, such payment shall be made without apportionment.

ITEM X

GENERATION SKIPPING PROVISIONS

(a) I authorize my Executors to allocate to any trust created hereunder the Exemption. If my Executors shall allocate any portion of the Exemption to the Marital Trust administered under the provisions of ITEM V, I further authorize my Executors to make an election under Section 2652 of the Code to treat me as the transferor of that portion of the Marital Trust to which the Exemption applies, notwithstanding any election otherwise made by my Executors to have such Trust or any portion thereof qualify for the federal estate tax marital deduction in my estate.

(b) If, as a result of the allocation authorized in the preceding Paragraph, any trust created hereunder would be only partially exempt from the GSTT, the Trustees of such trust are authorized, in their discretion, to divide such trust into two equal or unequal, separate trusts, one of which shall be entirely exempt from the GSTT and the other of which shall be entirely subject to the GSTT. Each of such trusts shall be identical in all other respects and shall be administered and distributed as if the division had not occurred.

(c) If any provision of this Will would otherwise require the merger or combination of any trust (the "first trust") with any other trust (the "second trust") which is subject to different treatment from the first trust for purposes of the GSTT, the Trustee of the second trust is authorized, in his or her discretion, to retain the first trust and the second trust as separate trusts, with the terms of each separate trust being identical in all respects.



(d) It is my intention to give my Executors and Trustees discretion and authority to take any action, whether or not expressly stated herein, which would minimize to the extent possible the imposition of any GSTT with respect to terminations of and distributions from any trusts hereunder. My Executors and Trustees shall not be liable to any person for any good faith decision either to take or not to take any such action.

ITEM XI

APPOINTMENT OF EXECUTORS AND TRUSTEES

(a) I hereby nominate and appoint CATHY GOFF CLAYTON, DELTON LANE CLAYTON and DIEDRE ELAINE CLAYTON to serve as Executors under this, my Last Will and Testament, and as Trustees of any trust which may become operative hereunder. In the event that any one of them shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Executor or Trustee, then I appoint the other or surviving two of them to serve as Executors or Trustees hereunder. If any two of them shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Executor or Trustee, then I appoint REGIONS BANK, Birmingham, Alabama (or such corporation having trust powers as shall succeed to the business of said bank by purchase, merger, consolidation or change of charter or name) as co-Executor of my Will and co-Trustee of any trust which may become operative hereunder. If all of the individuals named above shall fail or cease to serve as Executor or Trustee, then I appoint REGIONS BANK as sole Executor and sole Trustee hereunder.

(b) I direct that my wife shall serve as Executor and Trustee without compensation, except that she shall be entitled to reasonable compensation for extraordinary services. Any other Executor or Trustee serving hereunder shall be entitled to receive reasonable compensation for services as my Executor or Trustee.

(c) All checks or withdrawals from any bank account maintained by my estate or any trust hereunder may be signed or made by any

one or more of the Executors or Trustees as they may mutually agree.

(d) During the administration of my estate, I hereby authorize and empower my Executors to exercise all powers conferred upon my Trustees herein, regardless of whether or not any trust authorized by this Will shall become operative.

ITEM XII  
RESIGNATION OR REMOVAL OF  
EXECUTOR OR TRUSTEE

(a) Any Executor or Trustee may resign upon ninety (90) days written notice to the co-Executor or co-Trustee, or if there is no co-Executor or co-Trustee then serving, to the successor to such Executor or Trustee designated herein, or if no successor designated herein is available to serve, to the person or persons entitled under this ITEM to appoint a successor to such Executor or Trustee. No resignation by a sole Executor or Trustee shall be effective until a successor Executor or Trustee shall have accepted appointment and qualified to serve as Executor or Trustee.

(b) My wife, CATHY GOFF CLAYTON, shall have the right, at any time during her lifetime, to remove any corporate Executor or corporate Trustee serving hereunder. After the death of my said wife, any corporate Executor or corporate Trustee may be removed by a majority of the adult income beneficiaries and the guardians of any minor beneficiaries of all trusts then in existence or due to be established hereunder. Such right of removal shall be exercised by written instrument signed and acknowledged by the person or persons having such power as provided above, and delivered to the Executor or Trustee which is being removed.

(c) If any Executor or Trustee shall resign or otherwise cease to serve hereunder, or shall be removed as herein provided, and if no successor Executor or Trustee designated herein is available to serve in such capacity, then a successor Executor or Trustee shall be appointed by my wife, CATHY GOFF CLAYTON, if she shall then be living, and if not, by a majority of the adult income beneficiaries and the guardians of any minor beneficiaries of all trusts then in



existence or due to be established hereunder. Such right of appointment of a successor Executor or Trustee shall be exercised by written instrument signed and acknowledged by the person or persons having such right and delivered to the appointed successor Executor or Trustee.

(d) Any successor Executor or Trustee appointed under the provisions of this ITEM shall be a bank or trust company qualified to act as such in any state and authorized to accept and administer trusts.

(e) In the event a successor Executor or Trustee is not appointed as provided herein within ninety (90) days after receipt of notice of such resignation by the person or persons entitled to make such appointment of a successor Executor or Trustee, then the Executor or Trustee wishing to resign may petition a court of competent jurisdiction for the appointment of a successor Executor or Trustee and the judicial settlement of its account.

ITEM XIII

STATUS OF SUCCESSOR EXECUTOR OR TRUSTEE

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

(b) No successor Executor or Trustee shall be liable or responsible in any way for the actions or defaults of any predecessor Executor or Trustee, nor bear any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Executor or Trustee, but such successor Executor or Trustee shall be liable only for its own actions and defaults in respect to property actually received as such Executor or Trustee.

(c) Any successor Executor or Trustee serving hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Executor or Trustee as a full and complete discharge of the predecessor Executor or Trustee, 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 Executor or Trustee shall, at the cost and expense of the trust, or of my estate, as the case may be, 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 effectually in the remaining Executor or Trustee, if any, and the successor Executor or Trustee all of the rights, titles and interests of the superseded Executor or Trustee hereunder, and effectually to confirm to such remaining or successor Executor or Trustee the authority to act as such. Such action shall be taken by the superseded Executor or Trustee within ninety (90) days after the receipt of the notice of such removal or the giving of notice of resignation.

ITEM XIV

POWERS OF THE TRUSTEES

(a) Without limitation of the powers conferred by statute or general rules of law, my Trustees shall have the following powers and authorities, with respect to any property contained in any trust created hereunder in addition to others now or hereafter conferred by law:

(1) To allot to any trust created hereunder an undivided interest in any property transferred hereunder; to make joint investments for such trusts; to make any division or distribution in kind or partly in kind and partly in money; and to that end to allot specific securities or other property or an undivided interest therein to any person, share, part or trust, although it may differ in kind from securities or property allotted to any other person, share, part or trust; and to determine the value of any property so allotted, divided or distributed;

(2) To hold and continue to hold as an investment the property received hereunder and any additional property which may be received, so long as they deem proper, and to invest and reinvest in any securities or property, whether or not income producing (except with respect to a Marital Trust), deemed by them to be for the best interest of the trust and the beneficiaries hereunder, without being limited to trust or chancery investments or so-called "legal investments" provided by law, and notwithstanding that the same may constitute general or limited partnership interests, limited liability company interests, leaseholds, royalty interest, patents,

interests in mines, oil or gas wells, or timber lands or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments, and without regard for normal requirements of diversification; provided, however, that no new investment shall be made in any security of any corporate Trustee, its holding company, affiliate or successor except upon the exercise of rights given to stockholders thereof;

(3) To rent or lease any property of the trust for such time (including any lease for a period extending beyond the term of the trust) not exceeding a period of ninety-nine (99) years, and upon such terms and for such rental or price as in their discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiaries hereunder;

(4) To sell, transfer, assign and convey any of the property of the trust or any interest therein, or to exchange the same for other property, in a public or private sale or transaction, for such price or prices and upon such terms and conditions as in their discretion and judgment may be deemed for the best interest of the trust and the beneficiaries hereunder, and to execute and deliver any deeds or conveyances (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith;

(5) To subdivide and develop real estate; to partition, vacate, and abandon real estate; to adjust the boundaries of any real estate; to grant easements, servitudes, rights-of-way, licenses and other interests in real estate; to dedicate real estate for any purpose in connection with the development of any real estate; and to change the use of any real estate to residential, recreational, commercial, cemetery or other usage;

(6) To make all repairs and improvements at any time deemed necessary and proper to and upon real estate, and to build, construct and complete any building or buildings upon such property which in their discretion and judgment may be deemed advisable and proper and for the best interests of the trust and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between principal and income; to demolish and remove any buildings or other improvements on any real estate;

(7) To keep any property constituting a part of said trust properly insured against fire and tornado, and other hazards, and to deduct, retain, expend, and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust, and to pay all taxes and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trust;

(8) To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder, (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard, including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation



thereunder, (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the Trustees under this subparagraph may be charged against income or principal as the Trustees shall determine; except that in no event shall such power be exercised in any manner that would deprive my wife of the income of the Marital Trust;

(9) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property of which may at the time be held by them hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which they may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which they may so acquire;

(10) To vote any corporate securities held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting; to become a party to any stockholders' agreements deemed advisable by the Trustees in connection with such securities; provided, however, that in voting any stock or security of any corporate Trustee, its holding company, affiliate or successor, such corporate Trustee shall vote said stock or security as the individual Trustee may direct, or if there is no individual Trustee then serving, as a majority in interest of the then income beneficiaries (or the guardians of minor beneficiaries) may direct;

(11) To engage in business with the property of the trust as sole proprietor, as a member, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

(12) To continue any business (whether in the form of a sole proprietorship, limited liability company, partnership, corporation or otherwise) for such time and under such management and conditions as in the discretion of the Trustees may be expedient; to contribute capital to such business; to expand or alter such business; to incorporate, reorganize, merge or consolidate such business; to amend the charter or name of such business; to appoint directors and employ officers, managers, employees or agents (including any directors, officers or employees of any corporate Trustee of the trust); to compensate and offer stock options and other employee or fringe benefits to the employees of such business

(including the establishment or operation of employee retirement plans, profit-sharing plans, pension plans and employee stock ownership plans); and to liquidate or dissolve any such business at such time and upon such terms and conditions as in the judgment of the Trustees is for the best interest of the trust and the beneficiaries hereunder;

(13) To cause any security or other property which may at any time constitute a portion of any of the trusts to be issued, held or registered in their individual names or in the name of a nominee or in such form that title will pass by delivery;

(14) To appoint, employ, remove and compensate such accountants, attorneys (including, without limitation, any attorney or accountant who may be serving as a Trustee hereunder), agents, investment advisors, investment managers, investment counselors, financial consultants, custodians, and representatives, individual or corporate, as the Trustees deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid;

(15) To act hereunder through an agent or attorney-in-fact (including, without limitation, a bank or the trust department of a bank as an agent or custodian for the Trustees), by and under power of attorney or other instrument duly executed by the Trustees, in carrying out any of the powers and duties herein authorized;

(16) To borrow money for any purposes of the trust, or incidental to the administration thereof, upon their bond or promissory note as Trustees, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the trust, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability;

(17) To lend money to any person or persons upon such terms and in such manner and with such security as the Trustees may deem advisable for the best interest of the trust and beneficiaries hereunder;

(18) To institute and defend any and all suits or legal proceedings relating to the trust in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which the trust may be involved, as in the judgment of the Trustees may be necessary or proper; to compromise, settle, arbitrate or defend any claim or demand in favor of or against the trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Trustees may deem necessary or advisable;

(19) To foreclose mortgages and to bid in any property under foreclosure or to acquire mortgaged property in any other manner and for such consideration as the Trustees may determine;





(20) To acquire as an asset of the trust a life insurance policy on the life of any person to whom the income of the trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustees may deem advisable; to pay premiums on all such insurance policies, from income or principal, or both, as the Trustees may determine; and all such insurance shall be payable to, and all incidents of ownership vested in, the Trustees; provided that no such policy of insurance shall be acquired or held as an asset of the Marital Trust;

(21) To engage in ranching and farming, including the purchase, leasing, operating, encumbering, selling, producing, and generally dealing in and with farms, ranches, timber, timber lands, water rights, machinery and equipment, livestock, wool, fiber, fertilizer, seed, crops and products of every kind;

(22) To drill, mine and otherwise operate for the development of gas, oil and other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to place and maintain pipe lines, telephone and telegraph lines, and to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments of every kind and character containing such provisions as the Trustees consider appropriate with full power to lease or sell any such asset;

(23) To allocate all deductions for depletion under Federal and State income tax statutes, in each tax year, among a group consisting of the Trustees and those persons to whom trust income may in such tax years have been distributed, in such shares and proportions as the Trustees may determine, to the extent permissible under the applicable statute. In the absence of a valid allocation so made all such deductions for any tax year shall be divided among the members of such group in proportion to the amounts distributed to or retained by each during such tax year; and the Trustees shall not be required to maintain any reserve for depletion despite any statute or rule of law to the contrary, but the Trustees may do so at their election;

(24) To open and maintain one or more accounts for the deposit of funds in any bank or trust company (including a corporate Trustee hereunder) or with any other financial institution (including any brokerage firm or other company maintaining "money market," cash management or other similar accounts), and to deposit to the credit of such account or accounts all of the funds belonging to the trust which may at the time be in the possession of the Trustees; from time to time to withdraw a portion or all of said funds so deposited by check or draft signed by the Trustees, and any such bank, trust company or financial institution is hereby authorized to pay such checks or drafts and also to receive the same for deposit, to the credit of any holder thereof who so signed or endorsed; to delegate to any one or more proper agents the right to sign checks or drafts against the aforementioned account or accounts for the purposes of the trust, and any bank, trust company or financial institution in which said account or accounts are maintained is hereby authorized and directed to pay such checks or drafts, provided, however, that prior thereto such delegation is evidenced by an appropriate instrument



in writing deposited with the said bank, trust company or financial institution by the Trustees;

(25) In any contract or agreement made by the Trustees on behalf of any trust created herein, the Trustees may, and are hereby authorized, to stipulate and provide against personal liability; and all rights created under and by virtue of such contracts or agreements shall belong to the trust for which the same are made and the obligations thereunder shall be the obligations of such trust;

(26) To make, execute and deliver deeds, leases, mortgages, conveyances, options, receipts, releases, satisfactions and other quitclaims or disclaimers of liability, contracts, voting trusts, stock purchase agreements, buy-sell agreements, stock redemption agreements, or other instruments, sealed or unsealed, to any person or corporation with respect to the property of any of the trusts, or with reference to any matter involved in the administration thereof, or for the accomplishment of any of the powers vested in the Trustees, all of the foregoing upon such terms, provisions and conditions existing within or beyond the duration of any trust created hereunder as to the Trustees shall seem reasonable; to create reserves for depreciation, depletion or such other purposes to the extent the Trustees deem necessary or desirable;

(27) To incur and pay the ordinary and necessary expenses of administration;

(28) Except as otherwise expressly provided in this instrument, to determine as the Trustees may deem just and equitable the manner of ascertainment of income and principal and the apportionment between income and principal of all receipts and disbursements;

(29) To invest all or any part of any of the trust estate in any common trust fund or mutual fund at any time maintained by any bank or trust company (including a corporate Trustee hereunder);

(30) To transfer the situs of any trust estate to such other place as in their opinion shall be for the best interests of the trust and of the beneficiaries hereunder; and

(31) To do all other acts which in the Trustees' judgment are necessary or desirable, for the proper and advantageous management, investment and distribution of any of the trusts.

(b) Except as otherwise provided herein, all references in this ITEM to any property contained in my estate or in any trust created hereunder shall be deemed to include specifically, without limitation, stock or other securities of any corporate Trustee at any time serving hereunder, its holding company, affiliate or successor, and, except as otherwise provided herein, the Executors and Trustees shall have the authority to deal with such stock or

securities in the same manner as provided with respect to any other property contained in my estate or any trust.

(c) No person or corporation dealing with the Trustees shall be required to inquire into the terms of this instrument or any trust hereunder, nor shall any purchaser therefrom be required to see to the application of the purchase money.

(d) A majority in interest of the adult and otherwise legally competent beneficiaries then entitled to receive income of any trust established hereunder or, if there shall be no such beneficiaries, then a majority of the guardians of the beneficiaries of any such trust may, without liability to any present or future beneficiary of any such trust, approve the annual or other current account of the Trustees hereunder.

(e) The powers herein granted to the Trustees may be exercised in whole or in part, from time to time, and 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.

(f) Notwithstanding anything herein to the contrary, I direct that no Trustee at any time serving hereunder shall have or exercise any power or discretion which would cause the Grandchildren's Share of my residuary estate (or the Marital Share, to the extent it did not qualify for the federal estate tax marital deduction in my estate) to be treated as owned by my wife or as includable in computing her gross estate for purposes of the federal estate tax.

(g) Notwithstanding anything herein to the contrary, I direct that no Trustee at any time serving hereunder shall use any part of the property of any trust hereunder to discharge any legal obligation that such Trustee may have to support his or her children.

(h) Notwithstanding any provision of law to the contrary, I direct that while CATHY GOFF CLAYTON, DELTON LANE CLAYTON, or DIEDRE ELAINE CLAYTON are serving as Trustees, the Trustees shall

have the authority to invest the assets of any trust in ventures (including, without limitation, corporations, limited liability companies, limited partnerships, general partnerships and real estate investments of all types) in which any of them has a financial interest, provided that he or she discloses his or her interest in these ventures to each interested party. For purposes of this Paragraph, "interested parties" shall mean all of the current income beneficiaries of the trust. Notwithstanding any provision of law to the contrary, I further direct that CATHY GOFF CLAYTON, DELTON LANE CLAYTON or DIEDRE ELAINE CLAYTON shall be entitled to receive compensation from any such venture in which any trust created hereunder makes an investment, including, without limitation, reasonable salaries, real estate commissions, management fees, consulting fees or other compensation (including any residual or profit interests in any such venture) for serving as a general partner, member, manager, promoter or developer.

(i) Notwithstanding any contrary provision of this instrument, the Trustees may withhold a distribution to a beneficiary from a trust hereunder (other than the Marital Trust) until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustees against any claims filed against the Trustees as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended or any regulation thereunder.

ITEM XV

SIMULTANEOUS DEATH

If my wife and I should die simultaneously or in circumstances which make it difficult to determine which of us died first, I direct that my wife shall be deemed to have survived me for the purposes of this Will, and I direct further that the provisions of this Will shall be construed upon that assumption, irrespective of any provisions of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking



property by inheritance. If any other devisee under this Will and I should die simultaneously or in circumstances which make it difficult to determine which of us died first, I direct that such devisee 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 XVI

DISSOLUTION OF TRUST

After the death of my wife, any trust created hereunder may, but need not be, terminated when, in the sole discretion of the Trustee, the income of such trust shall become too low to cover all fees and expenses of administration and also to yield a reasonable return to the beneficiary. In such event, the Trustee shall distribute the assets of such trust to the then current beneficiary or beneficiaries of the income and if more than one beneficiary is so entitled, in the proportions in which they are beneficiaries, or if there are no established proportions in which they are entitled, in equal shares. If any such beneficiary shall be a minor at the date of such distribution, then the property of his or her trust shall be paid to a parent or relative of such beneficiary selected by the Trustee as custodian under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence.

ITEM XVII

MERGER OF TRUSTS

If there shall be in existence at the date of my death a trust which has been established under the Last Will and Testament of my wife, CATHY GOFF CLAYTON, and if such trust shall contain the same administrative and dispositive provisions, have the same trustees and be for the benefit of the same beneficiaries as any trust established under this Will, then, in the sole discretion of the Trustee, such trusts may be merged for purposes of investment; provided, however that a separate account shall be maintained for each trust.



ITEM XVIII

OPERATIONAL DATE OF TRUST

Any trust created under this Will shall be treated as operating from the date of my death, whether the trust property shall then be actually paid over to the Trustees and set aside or not, and I hereby authorize and empower my Executors to make any payment which the Trustees are herein authorized to make.

ITEM XIX

PERPETUITIES-TERMINATION

Each trust under this Will shall in any event terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries thereunder as shall be living at the time of my death, and thereupon the property held in that trust shall be distributed, discharged of trust, to the persons then entitled to the income and in the proportions to which they are entitled to the income.

ITEM XX

SPENDTHRIFT PROVISION

To the extent permitted by law, the interest of any beneficiary in principal or income of any trust under this Will (other than the Marital Trust) shall not be subject to assignment, alienation, pledge, attachment, or to the claims of creditors of such beneficiary.

ITEM XXI

MISCELLANEOUS TAX PROVISIONS

(a) I authorize my Executors to join with my wife in making a joint income tax return or to execute a consent to any gift made by my wife for any taxable year that includes the date of my death or for any periods prior thereto, and in connection therewith, to pay such amounts of tax, interest and penalties as my Executors may deem advisable, even though not attributable entirely to my own income or gifts.

(b) Furthermore, I hereby authorize my Executors, to the extent permitted by law, to deduct administration expenses and

commissions, whether against the gross estate in computing the estate tax or against estate income in computing estate income tax, and to pay such expenses and commissions from principal and income as my Executors, in their sole discretion, shall elect, and my Executors shall not be required to make any adjustment on account thereof in setting up any of the trusts herein provided for; provided, however, that my Executor shall not pay administration expenses from income to the extent that any such payment would be a material limitation on the rights of any income beneficiary of a trust created hereunder.

ITEM XXII

MISCELLANEOUS

The following provisions shall govern for all purposes of this Will, wherever they may be applicable:

(a) If any beneficiary of my estate or of any trust created hereunder shall be under any legal disability, or in the sole judgment of the Trustees, or Executors, shall otherwise be unable to apply the proceeds of his or her trust or share of my estate to his or her own best interests and advantage, the Trustees or Executors may pay or apply income or principal authorized or directed to be paid to or for the benefit of such beneficiary in any one or more of the following ways:

- (1) directly to such beneficiary;
- (2) to a guardian of such beneficiary, or to a custodian under the Uniform Transfers (or Gifts) to Minors Act in effect in the state of such beneficiary's residence, for the use and benefit of such beneficiary;
- (3) to a relative of such beneficiary, to be expended by such relative for the benefit of such beneficiary; or
- (4) by the Trustees or Executors expending any such income or principal for the benefit of such beneficiary.

(b) Upon making any payment or transfer hereunder, the Executors or Trustees shall be discharged as to such payment or transfer, without liability for the subsequent application thereof. When the final payment or transfer is made from the principal of



any trust, such trust shall terminate, and the Trustees shall be fully discharged as to such trust.

(c) Throughout this Will, the masculine gender shall be deemed to include the feminine and vice-versa, and both shall be deemed to include the neuter, and vice-versa; and the singular shall be deemed to include the plural, and vice-versa, whenever the context admits such construction.

(d) Provision made herein for my wife shall be in lieu of, and not in addition to, homestead, exempt property, family allowance and any other statutory interest or allowance.

(e) In this Will, references to my "children" mean DELTON LANE CLAYTON and DIEDRE ELAINE CLAYTON; references to my "grandchildren" mean AARON CONNOR CLAYTON, RACHEL ELLEN CLAYTON, CLAYTON MATTHEW O'NEAL, and any other grandchildren born or adopted after the date of this Will; and references to "descendants" mean legitimate descendants of the ancestor designated, provided always, however, that an adopted child of any person shall, for all purposes under this Will, whether for the determination of relationships or otherwise, be considered to have and shall be given exactly the same status as a legitimately born child.

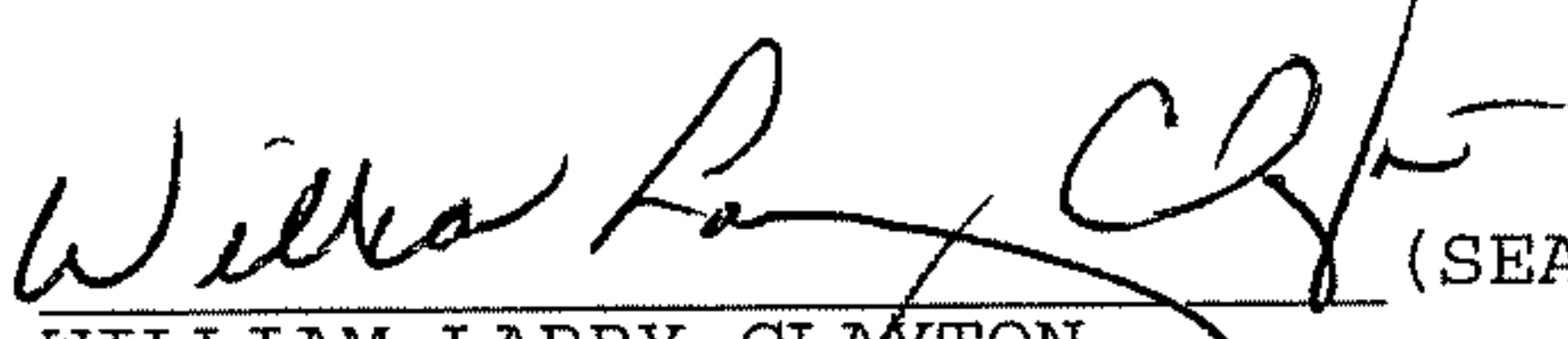
(f) In this Will, references to the "Code" mean the Internal Revenue Code of 1986, as amended from time to time.

(g) References in this Will to "guardian" mean successively in the order named: (1) the court appointed conservator; or (2) the individual having personal custody where no conservator has been appointed.

(h) 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.



IN WITNESS WHEREOF, I, the said WILLIAM LARRY CLAYTON, do hereunto set my hand and seal to this, my Last Will and Testament (containing in all thirty-one [31] pages including the attestation clause) on 1/8, 1999; and I also affix my initials on the margin of each of the pages hereof.

  
WILLIAM LARRY CLAYTON (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the said WILLIAM LARRY CLAYTON as and for his Last Will and Testament in our presence and we, in his presence, and at his request and in the presence of each other, hereto subscribe our names as witnesses on the date and year above written.

  
1600 SouthTrust Tower  
Birmingham, Alabama 35203

  
1600 SouthTrust Tower  
Birmingham, Alabama 35203

I, WILLIAM LARRY CLAYTON, the testator, sign my name to this instrument on 1/8, 1999, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

William Larry Clayton  
WILLIAM LARRY CLAYTON

We, Nancy C. Hughes and Toni A. Johnston, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Nancy C. Hughes  
Witness

Toni A. Johnston  
Witness

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

Subscribed, sworn to and acknowledged before me by WILLIAM LARRY CLAYTON, the testator, and subscribed and sworn to before me by Nancy C. Hughes and Toni A. Johnston, on January 8, 1999.

SEAL

South S. Alon  
Notary Public

My Commission Expires: 6/15/2001

I certify this to be a true and correct copy Aleen S. Bayd  
Probate Judge  
Date 6-15-2020 Shelby County  
# pages 31  
Initial CS

**20210121000033550 01/21/2021 11:02:00 AM AFFID 36/43**  
**EXHIBIT C**  
**[see attached]**



## LETTERS TESTAMENTARY


THE STATE OF ALABAMA  
COURT OF PROBATE

20210121000033550 01/21/2021 11:02:00 AM AFFID 37/43  
SHELBY COUNTY  
CASE # PR-2009-000742

The Will of William Larry Clayton, having been duly admitted to record in said county, LETTERS TESTAMENTARY are hereby granted to Cathy Goff Clayton, Delton Lane Clayton and Diedra Clayton O'Neal, the Co-Personal Representatives named in said Will, who have duly qualified and given sufficient bond as such Co-Personal Representatives; who have duly qualified in compliance with the requisite of the law, and are authorized to administer such estate. Subject to the priorities stated in Ala. Code, §43-8-76 (1975, as amended), the said Co-Personal Representatives, acting prudently for the benefit of interested persons, have all the powers, without limitation, authorized in transactions under Ala. Code, §43-2-843 (1975, as amended), unless expressly modified in the Will and subject to the following restrictions:

- 1) The Co-Personal Representatives are prohibited from settling litigation without prior order of this Court.
- 2) The Co-Personal Representatives are prohibited from receiving distributions of cash, or other personal property without prior order of this Court. Notwithstanding the foregoing, the Co-Personal Representatives are authorized to accept on behalf of the estate any tax distributions (as defined in the Securities Deposit Agreement dated November 23, 2009) and to use such tax distributions to pay the tax liabilities of the Estate.
- 3) The Co-Personal Representatives are prohibited from transferring, conveying or leasing real property of the Estate or receive income from Estate real property without prior order of this Court
- 4) The Co-Personal Representatives shall record the Letters Testamentary in the Probate Office of Shelby County, Alabama and all other counties where real property was owned by the decedent at the time of his death.

Witness my hand, and dated this 3<sup>rd</sup> day of December, 2009.

  
James W. Fuhrmeister  
JUDGE OF PROBATE

THE STATE OF ALABAMA  
SHELBY COUNTY

I, KIMBERLY A. MELTON, CHIEF CLERK of the Probate Court of Shelby County, Alabama hereby certify that the foregoing is a true, correct and full copy of the LETTERS TESTAMENTARY issued to Cathy Goff Clayton, Delton Lane Clayton and Diedra Clayton O'Neal, as Co-Personal Representatives of the Will of William Larry Clayton, deceased, as the same appears of record in said court. I further certify that said Letters are still in full force and effect.

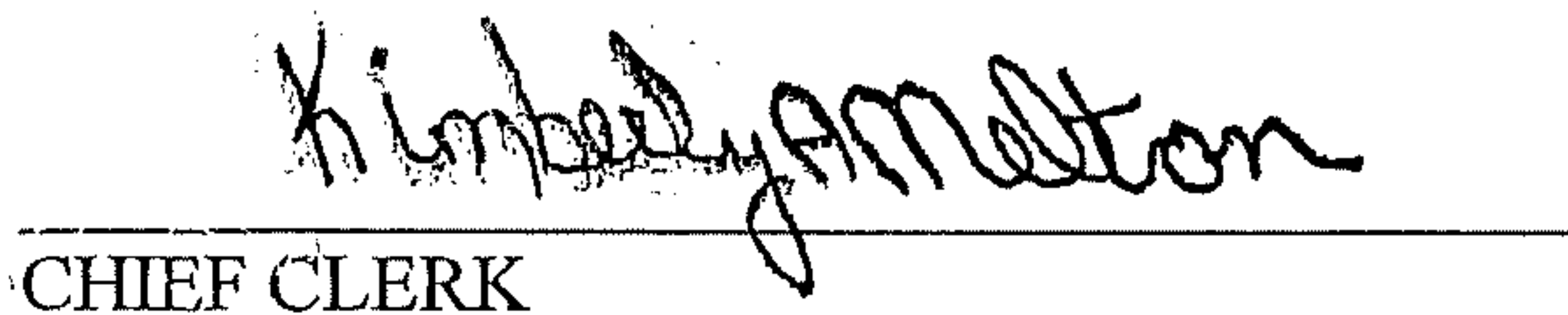
Given under my hand, and seal of office, this the 3<sup>rd</sup> day of December, 2009.

I certify this to be a true and  
correct copy Aeri S. Bayal  
Probate Judge

Date 6-15-2020 Shelby County

# pages 1

Initial CS

  
CHIEF CLERK

**20210121000033550 01/21/2021 11:02:00 AM AFFID 38/43**  
**EXHIBIT D**

**[see attached]**

IN THE MATTER OF )  
THE ESTATE OF )  
WILLIAM LARRY CLAYTON, )  
Deceased )

PROBATE COURT  
SHELBY COUNTY, ALABAMA  
CASE NO. PR-2009-000742

RECEIVED  
NOV 19 2009  
James W. Schmeister  
Judge of Probate

**PETITION OF CATHY GOFF CLAYTON,  
DELTON LANE CLAYTON AND DIEDRA CLAYTON O'NEAL  
FOR THE PROBATE OF THE WILL OF  
WILLIAM LARRY CLAYTON, DECEASED**

**TO THE HONORABLE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA:**

Come now your petitioners, Cathy Goff Clayton, Delton Lane Clayton and Diedra Clayton O'Neal, and respectfully represent unto your Honor as follows:

1. William Larry Clayton (the "Decedent") died testate on October 25, 2009, an inhabitant of Shelby County, Alabama, leaving assets in Shelby County, Alabama, and leaving a will dated January 8, 1999 (the "Will"), signed by the Decedent and attested by Nancy C. Hughes and Toni A. Johnston, witnesses, and made self-proved by acknowledgment by the testator and affidavits of the witnesses, each made before a notary public as evidenced by said notary public's certificate, under official seal, pursuant to Section 43-8-132 of the Code of Alabama (1975), as amended. The Decedent was eighteen years of age or older when he executed the Will.

2. Your petitioners deliver the Will to, and file the Will with, this Court and pray that, after proper proceedings and proofs, it may be probated and admitted to record as the Will of the Decedent.

3. Cathy Goff Clayton, Delton Lane Clayton and Diedra Elaine Clayton n/k/a Diedra Clayton O'Neal, your petitioners, are appointed in Paragraph (a) of ITEM XI of the Will as the personal representatives of the Will.

4. The addresses of the aforesaid witnesses are:

Nancy C. Hughes  
1600 SouthTrust Tower  
Birmingham, Alabama 35203

Toni A. Johnston  
1600 SouthTrust Tower  
Birmingham, Alabama 35203

5. The names, relationships and present addresses of the heirs and next of kin of the Decedent are as follows:

Cathy Goff Clayton, spouse  
1010 Bridle Lane  
Helena, AL 35080

Delton Lane Clayton, son  
1000 Highway 95  
Helena, AL 35080

Diedra Elaine Clayton n/k/a Diedra Clayton O'Neal, daughter.  
1015 Bridle Lane  
Helena, AL 35080

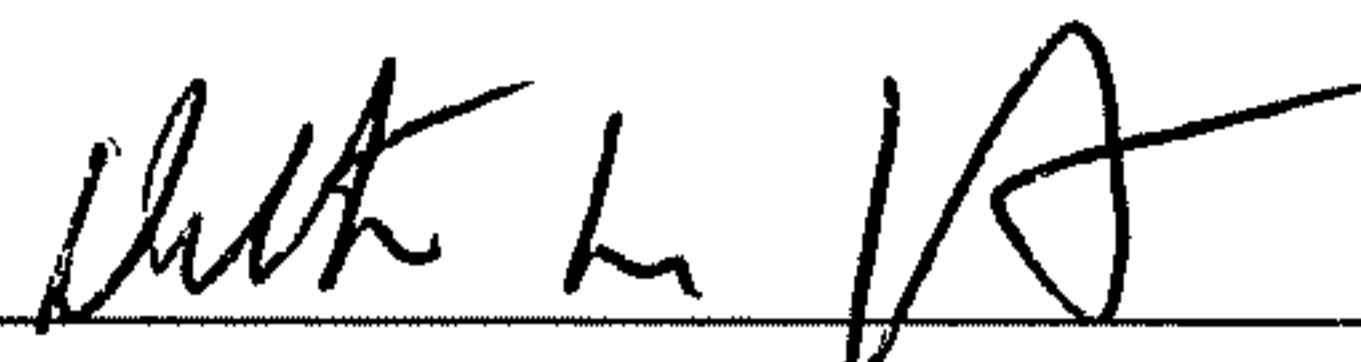
All of the above named next of kin are nineteen years of age or older and all are of sound mind.

Your petitioners pray that your Honor will take jurisdiction of this petition and cause all such notices or citations to issue to the Decedent's heirs at law and next of kin (whether to be served by personal service or by publication or by other lawful means) as may be proper in the premises, and cause all such proceedings to be had and done, and such proof to be taken, and render all necessary orders and decrees in the premises, as will duly and legally effect the probate and record in this Court of the Will of the Decedent. This petition is deemed to be verified pursuant to Section 43-8-22 of the Code of Alabama (1975), as amended.

Dated this 4th day of November, 2009.



Cathy Goff Clayton  
1010 Bridle Lane  
Helena, AL 35080



Delton Lane Clayton  
1000 Highway 95  
Helena, AL 35080



Diedra Clayton O'Neal  
1015 Bridle Lane  
Helena, AL 35080

Attorneys for petitioners:  
Ralph H. Yeilding  
Harold B. Kushner  
Bradley Arant Boult Cummings LLP  
1819 Fifth Avenue North  
Birmingham, Alabama 35203-2119  
(205) 521-8000

I certify this to be a true and  
correct copy Aeri S. Boyd

Probate Judge

Date 6-15-2020 Shelby County

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**EXHIBIT E**  
**[see attached]**

20210121000033550 01/21/2021 11:02:00 AM AFFID 42/43  
IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF )  
 )  
WILLIAM LARRY CLAYTON, deceased )

CASE NO. PR-2009-000742

**DECREE ADMITTING WILL TO PROBATE AND GRANTING  
LETTERS TESTAMENTARY**

This being the date set by this Court for the hearing of the Petition of Cathy Goff Clayton, Delton Lane Clayton and Diedra Clayton O'Neal (the "Petitioners") to have admitted to probate and record an instrument which purports to be the Last Will and Testament of William Larry Clayton, deceased, and service of notice having been accepted and waived by the next of kin of the decedent, all of whom are alleged to be at least nineteen years of age and of sound mind, and the Court having reviewed the pleadings and heard the evidence offered is satisfied from said pleadings and evidence that the instrument, which purports to be the Last Will and Testament of the said decedent is the legal Will of the said decedent.

It is therefore ORDERED by this Court that the said instrument which purports to be the Will of the said decedent was duly and legally executed by William Larry Clayton and that the said instrument is the legal Will of the said decedent, and that the said Will is hereby admitted to probate and record in this Court.

On this same date, the Petitioners have filed with this Court a Petition for Letters Testamentary in which Petitioners have provided an initial inventory of the assets comprising the Decedent's probate estate and have stated to the Court the estimated value and nature of the assets comprising the decedent's probate estate, as well as the estimated annual income of the probate estate, and Petitioners have also provided the Court with a proposed Security Deposit Agreement to be entered into by the Petitioners with respect to certain of the assets of decedent's probate estate, and the Court has considered such financial information and proposed Security Deposit Agreement.

It is therefore further ORDERED by this Court that, pursuant to Ala. Code § 43-2-21 and § 43-2-851 (1975, as amended), Letters Testamentary shall be issued to Petitioners upon Petitioners providing to this Court the proposed commercial surety bond from The Hartford Insurance Company in the amount of Ten Million Dollars (\$10,000,000) payable to the undersigned as Probate Judge, and upon Petitioners providing to this Court a fully executed Security Deposit Agreement in substantially the same form as the proposed Security Deposit Agreement provided to the Court on this date.

It is further ORDERED by this Court that the said Personal Representatives shall have all the powers and duties provided in the Will and all the general powers, without limitation, authorized for transactions enumerated in Ala. Code §43-2-843 (1975, as amended), subject to the following restrictions:

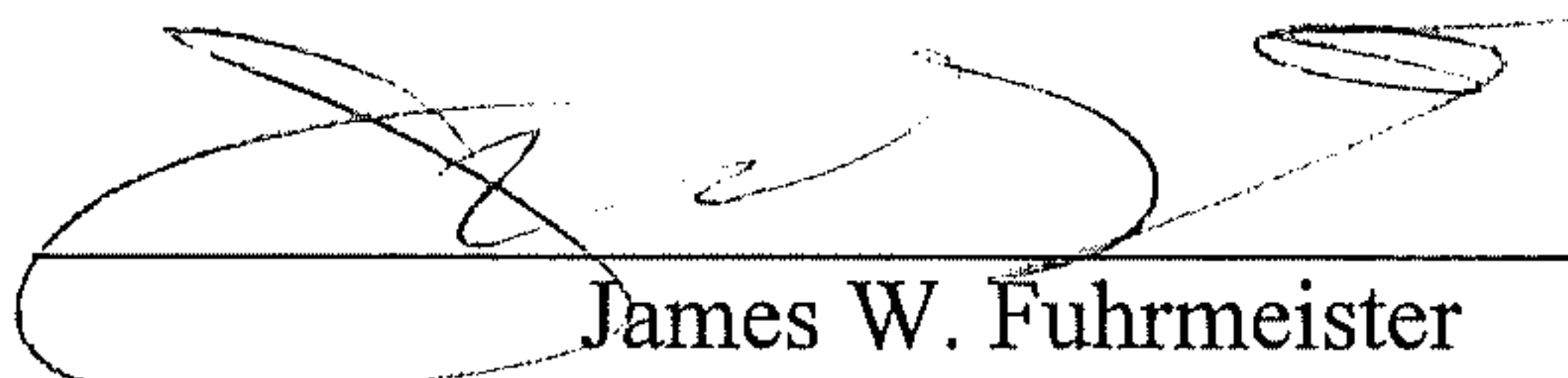
- 1) The Co-Personal Representatives are prohibited from settling litigation without prior order of this Court.

- 2) The Co-Personal Representatives are prohibited from receiving distributions of cash, or other personal property without prior order of this Court. Notwithstanding the foregoing, the Co-Personal Representatives are authorized to accept on behalf of the estate any tax distributions (as defined in the Securities Deposit Agreement dated November 23, 2009) and to use such tax distributions to pay the tax liabilities of the Estate.
- 3) The Co-Personal Representatives are prohibited from transferring, conveying or leasing real property of the Estate or receive income from Estate real property without prior order of this Court
- 4) The Co-Personal Representatives shall record the Letters Testamentary in the Probate Office of Shelby County, Alabama and all other counties where real property was owned by the decedent at the time of his death.

It is further ORDERED that the said Personal Representatives proceed without delay to collect and take possession or control of the personal property and evidences of debt of the said decedent, except the personal property exempted under Ala. Code, §43-8-111 (1975, as amended), in favor of the surviving spouse. The said self-proved Will of the decedent shall be recorded in the probate records of Shelby County, Alabama as provided by law.

It is further ORDERED that Petitioners have satisfied the requirement of filing with this Court an initial inventory as required by Ala. Code § 43-2-835(a) (1975, as amended).

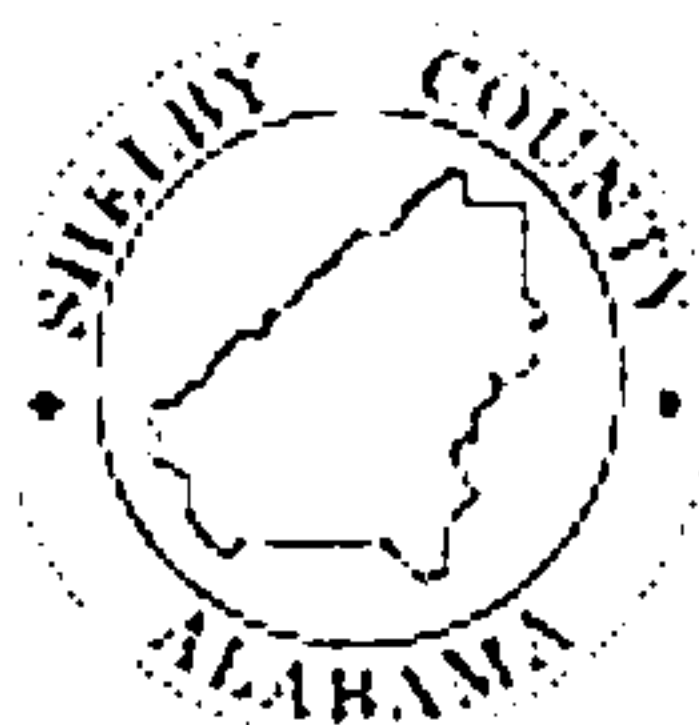
DONE and ORDERED this the 3<sup>rd</sup> day of December, 2009.

  
James W. Fuhrmeister  
Judge of Probate

ENTERED AND FILED

DEC 03 2009

KIMBERLY MELTON CHIEF CLERK  
PROBATE COURT  
SHELBY COUNTY ALABAMA



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/21/2021 11:02:00 AM  
\$148.00 JESSICA  
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*Alex S. Boyd*

I certify this to be a true and  
correct copy *Alex S. Boyd*  
Probate Judge

Date 6-15-2020 Shelby County

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