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Last Will and Testament

OF

CYNTHIA R. WISE

I, Cynthia R. Wise, a resident of Madison County, Alabama, and a citizen of the United States of America, declare this to be my Last Will and Testament hereby revoking all prior wills and codicils by me made.

ITEM I
Background Information

My husband is Kenneth E. Wise and in this will he is referred to as my "Spouse." I have two children born of my marriage to my Spouse, Robert Daniel Wise (hereinafter referred to as "Robert") and David Charles Wise (hereinafter referred to as "David") (Robert and David and any children of mine born hereafter are herein collectively referred to as my "children" and singularly as my "child").

ITEM II
Expenses, Debts and Taxes

I direct that my debts, my funeral expenses, the expenses of my last illness, the cost of the administration of my estate and all federal and state estate taxes, including such taxes, if any, that may be deemed attributable to interests not passing under this, my Last Will and Testament, be paid from my residuary estate without right to claim reimbursement therefor from any recipient or any beneficiary of any such interests, except reimbursement for or recovery of any federal or state estate tax attributable to property (a) which is included in my gross estate by Section 2044 of the Internal Revenue Code (the "Code"), (b) over which I have a general power of appointment as defined by Section 2041(b)(1) of the Code, or (c) held in trust, but included in my gross estate for federal estate tax purposes and the estate tax attributable thereto is recoverable by my Personal Representative under Sections 2206, 2207B or other provisions of the Code.

ITEM III
Tangible Personal Property

I give and bequeath all of my furniture, furnishings, household goods, automobiles and other tangible personal property to my Spouse. Excluded from this devise are items such as

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cash, deposits, stocks, bonds, notes, partnership interests, investment property, leases, and intangibles. In the event my Spouse should predecease me, I give and bequeath such tangible personal property to my children, in equal shares. If any child of mine is deceased at the time of my death, I give and bequeath the share such deceased child would have taken had he or she survived me to his or her descendants, per stirpes. If any such deceased child is not survived by descendants, then the share such deceased child would have taken had he or she survived me shall pass to my surviving descendants, per stirpes. If any beneficiary entitled to a share of the property disposed of by the above shall be under the age of nineteen (19) years at the time of my death, I authorize my Personal Representative, exercising absolute discretion, without requiring bond, (a) to sell all or any part of such property and distribute such proceeds to a custodian for such beneficiary named by my Personal Representative under the Uniform Transfers to Minors Act, or to the Trustee for such beneficiaries under Item VI hereof, (b) to hold all or part of such beneficiary's property or proceeds from the sale thereof until he or she attains age nineteen (19) and deliver the same to him or her at that time, or (c) to deliver all or part of such property to such beneficiary or to his or her guardian or conservator under the Uniform Guardianship and Protective Proceedings Act before age nineteen (19).

ITEM IV

Quarry Property

I devise my one-third (1/3) undivided interest in that certain quarry land and any lease interest related thereto owned by me to Robert Daniel Wise and David Charles Wise, in equal shares. If Robert Daniel Wise or David Charles Wise predeceases me, his share of the property devised under this Item shall be distributed to his descendants, per stirpes, but if he is not survived by descendants alive at my death his share shall be distributed to the survivor of Robert Daniel Wise and David Charles Wise alive at my death or to his descendants if he is not alive at my death, provided that if any descendant entitled to benefit hereunder has not attained age nineteen (19), his share shall be held in trust under the provisions of Item VI hereof.

The quarry land is located in Shelby County, Alabama, and is more particularly described as follows, to wit:

Parcel ID #23-8-28-0-000-004.000

Commence at the NE corner of the NE 1/4 of the NW 1/4, Section 28, Township 21 South, Range 3 West, for the point of beginning; thence S 0° -18'-13" E and along east line of said 1/4-1/4 section run 983.31'; thence N 88°-23'21" W and run 696.20' to the east R.O.W. of a railroad; thence N 11°-02'-37" E and along said east R.O.W. run 994.21' to the north line of said 1/4-1/4 section; thence S 88°-37'-03" E and run 500.41' to the point of beginning. Containing 13.5 acres, more or less and situated in Shelby County, Alabama, and recorded in Deed Book 358, Page 581.

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Parcel ID#23-5-21-0-001-034.000

Commence at the NE corner of the NE 1/4 of the NW 1/4, Section 28, Township 21 South, Range 3 West, for the point of beginning; thence S 0° 18' 13" E and along east line of said 1/4-1/4 Section run 983.31'; thence N 88° 23' 21" W and run 696.20' to the east R.O.W. of a railroad; thence N 11° 02' 37" E and along said east R.O.W. run 994.21' to the north line of said 1/4-1/4 section; thence S 88° 37' 03" E and run 500.41' to the point of beginning. Containing 13.5 acres, more or less, and situated in Shelby County, Alabama.

Also, the S ½ of the SW 1/4 of Section 21, Township 21, Range 3 West, less and except approximately 10 acres as shown in Will Book 13, page 460, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT 1-1/2 acres as described in Real Book 235, page 797;
LESS AND EXCEPT approximately 1 acre as described in Deed Book 276, page 312;
LESS AND EXCEPT approximately 1 acre as described in Real Book 295, page 615;
LESS AND EXCEPT approximately 9 acres, as described in Deed Book 141, page 127;
LESS AND EXCEPT 4.96 acres, more or less, as described in Real Book 167, page 520.
ALL IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, as recorded in Plat Book 344, page 237 and contains 26.9 acres more or less.

ITEM V
Residue to Spouse

If my Spouse survives me, all the rest, residue and remainder of my property and estate, real and personal, of whatever nature and wherever situated, but excluding any property over which I may have a power of appointment, it being my intention not to exercise any such power (all of which shall be referred to herein as my "Residuary Estate"), I give, devise and bequeath to my Spouse, absolutely.

If my Spouse predeceases me, I give, devise and bequeath my Residuary Estate to Robert Daniel Wise and David Charles Wise, in equal shares. If Robert Daniel Wise or David Charles Wise predeceases me, his share of the property devised under this Item shall be distributed to his descendants, per stirpes, but if he is not survived by descendants alive at my death his share shall be distributed to the survivor of Robert Daniel Wise and David Charles Wise alive at my death or to his descendants if he is not alive at my death, provided that if any descendant entitled to benefits hereunder has not attained age nineteen (19), his share shall be held under the provisions of Item VI hereof.

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ITEM VI

Contingent Trust Shares

If any descendant of Robert Daniel Wise or David Charles Wise is entitled to a share of the property passing under Items IV and V above is under age nineteen (19), his or her separate share shall be held in trust by the survivor of Robert Daniel Wise and David Charles Wise (hereinafter referred to as the "Trustee") subject to the following terms and conditions:

(a) The Trustee shall have discretion to distribute the net income of such beneficiary's share annually or in more frequent installments to or for the benefit of such beneficiary. Net income which is not distributed shall be accumulated and added to principal. The Trustee shall have discretion to distribute principal from each share retained in trust for a beneficiary to or for his or her reasonable support, welfare, comfort and education. For this purpose education shall include, but not be limited to, tuition, activity fees, room, board, books, supplies, transportation, laundry and living allowance. If any beneficiary lives with a guardian or conservator, the Trustee shall have discretion to make net income and principal distributions to such guardian or conservator in order to pay the cost of maintaining a residence for such beneficiary.

(b) When each beneficiary attains age nineteen (19), the balance of the share then held in trust for such beneficiary shall be distributed to him or her.

(c) If any beneficiary is declared incapacitated by a court having jurisdiction or a conservator or guardian is appointed for him or her by a court having jurisdiction, the Trustee shall have authority to continue to hold the trust property hereunder notwithstanding subparagraph (b) above of this Item until the first to occur of the following: (i) the beneficiary's death, (ii) declaration of competency by a court having jurisdiction or (iii) termination of the conservatorship or guardianship by a court having jurisdiction. The Trustee shall have the right to continue to hold a beneficiary's share in trust hereunder notwithstanding subparagraph (b) of this Item if the Trustee in the exercise of reasonable discretion believes that a distribution would not be in the beneficiary's best interest. In addition, any beneficiary with the consent of the Trustee may elect to retain his or her share in trust after the date all or any portion of such share is distributable to him or her by executing and delivering to the Trustee a written statement to that effect duly acknowledged before a notary public. If any beneficiary elects to retain in trust all or a portion of his or her share, such beneficiary may withdraw such share at any time upon reasonable advance written notice duly acknowledged before a notary public and delivered to the Trustee. If a beneficiary's share is retained in trust under the provisions of this subparagraph, the net income and principal shall be subject to the dispositive provisions of subparagraph (a) above of this Item. If such beneficiary dies while his or her share is held in trust hereunder, such share shall be distributed as provided in subparagraph (d) of this Item.

(d) If any such beneficiary dies before complete distribution of his or her share, such beneficiary shall have a general power of appointment over his or her share, which shall be exercisable only by specific reference thereto in his or her last will and testament. The Trustee may rely upon an instrument admitted to probate in any jurisdiction as the last will and testament of such beneficiary, but if the Trustee shall not receive written notice of such an instrument

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within six months after such beneficiary's death, it shall be conclusively presumed that he or she died intestate and the Trustee shall not be liable for acting in accordance with such presumption. If any such beneficiary dies before complete distribution of his or her share, and such beneficiary does not exercise the general power of appointment granted to him or her hereunder, the balance remaining of his or her share shall be distributed to his or her descendants, per stirpes. If any such beneficiary dies before complete distribution of his or her share without exercising the general power of appointment granted to him or her hereunder, and such beneficiary dies without leaving any descendants alive at such time, then his or her share shall be distributed to my descendants, per stirpes. Distributions to a descendant under this subparagraph shall be in fee simple, except as follows:

(1) If any such descendant has a separate share then held hereunder in trust for him or her, such descendant's interest shall not be distributed immediately to him or her, but rather it shall become a part of and be merged with his or her separate share.

(2) If any such descendant does not have a separate share then held hereunder in trust for him or her, but such descendant is under age twenty-one (21), the Trustee shall distribute such descendant's interest to a custodian for such descendant appointed by the Trustee under the Uniform Transfers to Minors Act.

ITEM VII
Appointment of Personal Representatives

I hereby appoint Kenneth E. Wise as Personal Representative of this, my Last Will and Testament. If Kenneth E. Wise is unable or unwilling to serve as my Personal Representative, I hereby appoint Robert Daniel Wise and David Charles Wise as my successor Personal Representatives of this, my Last Will and Testament. If either Robert Daniel Wise or David Charles Wise is unable or unwilling to serve as a successor Personal Representative hereunder or if he should die, resign or become incapacitated prior to the completion of the administration of my estate, then the other named successor Personal Representative shall serve as the sole successor Personal Representative. I direct that my Personal Representative and any successors to him shall not be required to post any bond nor to file any inventory, report or accounting with any court concerning my estate.

ITEM VIII
Administrative and Other Provisions

In the administration of my estate, the trust, or separate shares herein created, the following provisions shall apply:

(a) When context permits, each pronoun includes pronouns of the same person in different genders and numbers, and words used in the singular shall be expanded to mean the plural and words used in the plural shall be restricted to mean the singular.

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(b) If the income or principal from any trust or share herein created is payable to a minor, or a person under a legal disability, then such amounts may be paid by the Trustee in such of the following ways as the Trustee may deem best:

(1) Directly to such beneficiary;

(2) To the guardian, curator or custodian of such beneficiary; or

(3) By the Trustee using such amounts for such beneficiary.

The Trustee shall have the right to appoint a custodian for any minor beneficiary under the Uniform Transfers to Minors Act to receive distributions payable to such minor beneficiary. The receipt by a third party of a distribution for or on behalf of any beneficiary of a trust as herein authorized shall constitute a full discharge to the Trustee of the amounts paid in such manner.

(c) The Trustee named hereunder (or any successor or alternate Trustees) shall not be required to post any bond.

(d) The interest of any beneficiary hereunder shall not be subject to pledge, sale, exchange, gift, encumbrance, the claims of creditors or to any other assignment or alienation, whether voluntary or involuntary. It is intended hereby to protect the beneficiaries from creditor's claims, and therefore the interest of the trust beneficiaries shall not be subject to legal process. Income and principal shall be payable only upon the personal receipt of the beneficiary or, in the absolute discretion of the Trustee, specifically on behalf of such beneficiary as authorized in subparagraph (b) above of this Item.

(e) If the trusts or separate shares created hereunder shall violate any applicable rule against perpetuities, accumulations, or any similar rule or law, my Trustee shall terminate such trusts or shares on the date limited by such rule or law, and thereupon the property held in such trusts or shares shall be distributed to the persons then entitled to share the income therefrom in the proportions in which they are then entitled to share such income, notwithstanding any provision of this will to the contrary.

(f) My Personal Representative shall be vested with title to all of my property, including real estate, owned by me at the time of my death with the right on the part of my Personal Representative to convey any realty owned by me in carrying out the provisions of this will. My Personal Representative shall not be required to exonerate any real estate and may sell it prior to selling personal property in order to satisfy taxes, debts and expenses of administration.

(g) Notwithstanding Item II hereof, any mortgage, lease, lien, or other encumbrance upon any property bequeathed or devised hereunder, either outright or in trust, shall be assumed by the legatee or devisee of such property.

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(h) "Descendants" shall include legally adopted children and shall also include children who have been conceived but are unborn, provided such children are born alive and live for ten (10) days after birth.

(i) In the division and distribution of my estate, I direct that my Personal Representative may make the division and distribution in money or in kind, or partially in money and partially in kind, in divided or undivided interests, regardless of the basis for income tax purposes of any property distributed or divided in kind, and the Personal Representative may divide and distribute types of assets differently among the recipients. The distribution and division made and the values established by the Personal Representative shall be binding and conclusive on all persons taking hereunder.

(j) The following shall govern certain tax related matters effecting my estate and any trust or separate share created under this will:

(1) My fiduciaries serving hereunder shall have complete discretion to make or not to make any available tax election respecting my estate or any trust, including, but not limited to, elections under Code §§ 642(g), 643(e), 1362, 2032, 2032A, 2056, 2631, 2632, 2652 and 6166, without compensating adjustments among my beneficiaries and without liability to any beneficiary for making or not making any such election. In deciding upon whether or not to make a tax election, my fiduciaries shall consider my intent that all taxes payable by my estate, any trust created by me or the beneficiaries thereof be minimized. However, I expect some consideration be given to the estate tax payable by my Spouse's estate upon the death of my Spouse especially if my Spouse should die prior to the date an election may be made.

(2) I recognize that certain transfers of income or principal from the trusts or shares herein created may result in a generation skipping transfer ("GST") subject to tax under Code § 2601. To the extent such a tax is imposed upon any trust or share herein created or upon any transferee, my fiduciaries shall not be liable or accountable to any beneficiary hereunder for such tax and no adjustment shall be required among the beneficiaries on account of such tax. To the extent a generation skipping transfer tax is imposed on any direct skip or taxable termination my fiduciaries may pay such tax from the property transferred which is subject to such tax.

(3) My Personal Representative shall have discretion to allocate my GST tax exemption under Code § 2631 without liability to any beneficiary for allocating or not allocating such exemption. Whenever my Personal Representative shall make an allocation of any amount of my GST tax exemption to property passing to a trust under this will resulting in such trust having an inclusion ratio under Code § 2642 of other than one (1) or zero (0), I authorize (but do not direct) my fiduciaries to divide such trust into two separate trusts with one such trust having an inclusion ratio of one (1) and the other such trust having an inclusion ratio of zero (0). The purpose of this paragraph is to provide an inclusion ratio (within the meaning of § 2642(a)(1) of the Code) of zero with respect to each trust receiving a GST tax exemption allocation. My Trustee shall be authorized (but not directed) to hold all of these separate trusts in consolidated form, maintaining separate accounts for each.

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(4) Whenever two trusts hereunder are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), and if those trusts have different inclusion ratios with respect to any common transferor or have different transferees in whole or in part for GST tax purposes, I authorize my Trustee in the absolute discretion of my Trustee instead of combining those trusts, to administer them as two separate trusts with identical terms in accordance with the provisions that would have governed the combined trust.

(5) My Personal Representative may execute and file joint income and gift tax returns with my Spouse for the year of my death and pay all or a portion of any such taxes reflected on such returns.

(6) My Personal Representative shall be authorized to allocate expenses of administration to principal or to income or partly to principal and partly to income as my Personal Representative may determine in the exercise of discretion.

(k) My fiduciaries shall have complete discretion in selecting ending fiscal years and accounting methods to be used by my estate or any trust.

(l) Any person may at any time and from time to time add cash, securities or other property, whether real or personal, to the corpus of any trust herein created, by deed, gift or will with the consent of the Trustee. Additions to any trust herein created shall be held, administered and distributed as an integral part of the corpus thereof in accordance with all of the terms and provisions of this will applicable to the trust.

(m) The invalidity of any devise, bequest or trust, as to any property or as to any beneficiary, shall not be considered materially to disturb the plan of distribution herein created or to affect the validity of any other devise, bequest or trust herein created.

(n) Any homestead, exempt property or family allowance paid or distributed to my Spouse or children shall be charged against the benefit or share passing to them under this will.

(o) No person dealing with my Personal Representative or Trustee, or any alternate or successor, shall be required to inquire concerning the propriety of their actions. No fiduciary serving hereunder shall be liable or accountable for any actions, omissions or accountings of any prior fiduciary from whom trust or estate assets are received.

(p) The reference in this will to the Uniform Guardianship and Protective Proceedings Act and the Uniform Transfers to Minors Act shall be deemed to include similar statutory provisions in other jurisdictions with respect to any beneficiary hereunder who is a resident of another jurisdiction.

(q) Any fiduciary serving hereunder shall be entitled to reasonable compensation for services unless waived by such fiduciary and reimbursement of reasonable expenses incurred.

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(r) If Robert Daniel Wise or David Charles Wise should fail to qualify or cease to act as a Trustee under Item VI hereof, then he may appoint a substitute Trustee to fill such vacancy. Any successor Trustee shall have all of the rights, duties and powers conferred upon the originally named Trustee in this will. The appointment of a successor Trustee by Robert Daniel Wise or David Charles Wise shall be upon reasonable advance written notice and may be made subject to a future event. In the event Robert Daniel Wise or Daniel Charles Wise fails to appoint a successor Trustee in the event of a vacancy in the trusteeship, William Charles Reneau and Suzanne R. Larson shall serve as successor Trustees with all of the rights, powers and authorities granted to Robert Daniel Wise or Daniel Charles Wise, and if one of them is unable or unwilling to serve, then the other one shall serve as the sole successor Trustee.

(s) During the administration of my estate and prior to the final settlement of my estate, my Personal Representative shall have the discretion, but not the obligation, to advance income distributions to the beneficiaries of the trusts created hereunder in the same manner as income distributions are authorized by the Trustee of such trusts. During the administration of my estate and prior to final settlement thereof my Personal Representative may, but shall not be required to, fund all or part of the principal of each trust created hereunder.

(t) I direct that the Trustee serving hereunder shall prepare an annual accounting of the trusteeship and that such accounting shall be distributed to the current beneficiaries of each trust. Unless otherwise ordered by a court of competent jurisdiction, the Trustee shall not be required to file such accounting with any court or to have the Trustee's account settled and approved by any court.

(u) In the event that I or my Spouse create a trust or trusts, whether by codicil or by intervivos agreement, the provisions of which are substantially similar to those trusts created under this will, the Trustee serving hereunder shall have discretion to merge and consolidate the trust or trusts created hereunder with such other trust or trusts.

(v) I direct that my estate may be settled by consent in order to reduce costs in accordance with Section 43-2-506 of the *Code of Alabama*. In connection with such consents, I direct that consents may be executed by any Trustee serving under this will without requiring the consents of the beneficiaries of the trusts created hereunder. If any beneficiary is unable to consent, the consent may be executed on his or her behalf by his or her parent, guardian, conservator or custodian. Any trust created under this will may be settled by consent without notice and without any court proceeding. Any trust created under this will may be settled on behalf of a minor or disabled beneficiary by consent of his or her parent, guardian, conservator or custodian. I authorize any parent, guardian, conservator or custodian (who may be appointed by my Trustee) to act as representative of any beneficiary who is unborn or incapacitated with full power to consent or to contest on behalf of such beneficiary any and all matters relating to the administration and settlement of any trust created hereunder. Any and all actions taken by such representative shall fully and completely bind such beneficiary and his or her descendants or other appointees.

(w) Notwithstanding a conflict of interest, my Personal Representative and Trustees, and their successors, and any affiliate of my Personal Representative and Trustees or a trust

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beneficiary, may serve as a director, officer, employee, partner, member, manager, or agent of any business organization, the stock or interests of which are held by my estate or in trust hereunder, and such person may receive reasonable compensation for serving in such capacity.

(x) I direct that any lifetime gifts made by me to any beneficiary under this will shall not be treated as an advancement against the testamentary devises under this will to such beneficiary.

ITEM IX
Powers

I direct that the powers and authorities contained in this Item and in other Items of this will shall be in addition to the powers and authorizations permitted to be exercised by personal representatives under *Code of Alabama* § 43-2-843. Furthermore, I authorize my Personal Representative (and any successor) to take any of the actions described in *Code of Alabama* § 43-2-844 without first obtaining court approval.

I direct that the powers and authorities contained in this Item and in other Items of this will shall be in addition to the powers and authorities permitted to be exercised by trustees under *Code of Alabama* § 19-3B-815 and § 19-3B-816.

In addition to all powers conferred by law and under this will, and not by way of limitation, I hereby vest my Personal Representative and Trustee and any successors to them under this will (all of whom may in this Item be referred to as "fiduciaries" or in the singular as a "fiduciary"), with all authority and power deemed necessary, appropriate or convenient in the administration of my estate or any trust, without the necessity of prior court approval, and specifically, but without limitation, my fiduciaries shall have the following powers:

(a) General Powers.

(1) Expenses. To pay from my estate or any trust prior to final settlement all costs, expenses, assessments, calls, fees, and other charges incurred in the administration of my estate or any trust;

(2) Additions. To receive additional assets from any person, firm, corporation, trust, or estate and to administer and distribute those assets as a part of my estate or any trust;

(3) Equitable Adjustments. To make equitable adjustments among beneficiaries to compensate for disproportionate sharing of any tax or other obligation;

(4) Miscellaneous. To make any payment, to take any action, and to make, execute, deliver, and receive any contract, deed, instrument, or other document which is advisable to exercise the powers granted, or to carry into effect any provision of my will; in making any payment or distribution, or in otherwise acting under my will, to rely upon any notice, certificate, affidavit, letter, email, facsimile, or other information which is believed to be

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(b) Retention. To retain assets for any period, in the same form in which they are received; regardless of whether they are authorized as investments for estates or trusts of decedents; and regardless of any requirement of diversification.

(c) Investments.

(1) General Investment Authority. To purchase or otherwise acquire, and to retain, whether originally a part of my estate or my trust or subsequently acquired, any and all common or preferred stocks, bonds, notes or other securities, or any variety of real or personal property, whether within or without the United States, including, but without limitation, foreign real estate or foreign securities, securities of a corporation in which any fiduciary is a director, officer, employee or shareholder, securities of any corporate fiduciary or any successor affiliate corporation, interests in any business venture (incorporated or unincorporated), and interests in entities formed principally for the commingling of assets for investment, such as common trust funds (including, but without limitation, common trust funds maintained by any corporate fiduciary successor or affiliate corporation), investment companies, investment trusts, mutual funds, real estate and other investment trusts, and interests in any partnership, limited liability company or other entity, whether or not such investments be of the character permissible for investments by fiduciaries; to make or retain any such investment without regard to the proportion any such investment or similar investment may bear to the entire estate or any trust, without regard to degree of diversification and without regard to whether such investment is unproductive or underproductive, without being limited to investments provided by law or under the Constitution of the State of Alabama, and without first determining whether or not special facts and circumstances may exist which would justify the retention of investments received by the fiduciary and/or the failure to diversify investments; to invest in interest bearing deposit accounts, or hold funds in non-interest bearing deposit accounts pending investment or disbursement thereof, in any bank, including any bank that is acting as a fiduciary hereunder or any bank affiliated with any fiduciary; to invest in registered mutual funds for which any fiduciary hereunder, or an affiliate of any fiduciary, provides investment advisory, custodial or other services for compensation paid from such mutual funds; and to execute trades of securities by, purchase from or sell securities to the dealer portfolio of, and purchase securities from the underwriting position of any affiliate of any fiduciary;

(2) Private Corporation Investments. To invest in, buy, sell, exchange and otherwise deal with stock or securities, membership interests, partnership interests, including debt, convertible debt, preferred stock, options and warrants, of any private corporation, limited liability company, or other business entity;

(3) Conflicts Waived. To serve as an officer, director, employee, manager, agent or representative of any corporation, company or other entity in which my estate or my trust may have an investment or interest and to receive compensation therefor notwithstanding any conflict of interest which is hereby waived.

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(d) Dispositions.

(1) Sales. To sell assets, including any real estate, personal property or intangible assets, to any person, at public or private sale, without notice, for cash or wholly or partly for a series of installment payments or on credit for any period, regardless of any law limiting that period, with or without security, and upon any terms and conditions;

(2) Exchanges. To exchange assets with any person for other assets of equivalent fair market value, regardless of whether they are of similar kind or use;

(3) Options. To grant options, puts, or calls, to any person to purchase assets, upon any terms and conditions, for any period, regardless of any law limiting that period, and regardless of whether any consideration is received for that grant;

(4) Distributions. To make distributions in kind and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution without regard to the income tax basis of the property distributed to any beneficiary.

(e) Securities.

(1) Voting. To vote at any security holders' meeting for any purpose, including electing any fiduciaries, any employee, partner, or officer of any fiduciary or any fiduciaries or any other person, as a director or officer of a corporation, limited liability company or other entity, the securities of which are in my estate or any trust; to grant discretionary proxies to any person to vote at any security holders' meeting, with or without power of substitution; to refrain from voting at any security holders' meeting;

(2) Reorganizations. To consent to, join in, become a party to, or oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation, exchange, sale, mortgage, pledge, or lease of assets, or other corporate or company action, and to deposit securities with a protective, reorganization, or similar committee, depository, or trustee; to pay assessments, expenses, or sums of money for the protection of stocks, bonds, or other securities; to serve as a member of any stockholders', owners', or bondholders' protective committee; to exchange the securities of any corporation or company for other securities;

(3) Rights. To acquire and exercise warrants, options, puts, calls, conversion rights, subscription rights, and other rights, or to sell any rights or to refrain from exercising any rights, permitting them to expire;

(4) Deposits. To deposit securities with a clearing corporation, and to permit them to be merged with securities owned by others, and held in bulk in the name of the clearing corporation's nominee, regardless of whether my fiduciaries own capital stock of the clearing corporation; to deposit securities payable by, or guaranteed by, the United States or any of its departments, agencies, or instrumentalities, with a Federal Reserve Bank; to permit ownership

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of, and other interests in, deposited securities to be transferred by entries on the books of the clearing corporation or Federal Reserve Bank, without physical delivery of any securities;

(5) Miscellaneous. To give investment letters and other assurances in connection with the acquisition of any securities; to rely upon advice of counsel in disposing of securities subject to investment letters or other restrictions; to retain as an investment for any period any asset resulting from any of the foregoing actions; to waive notice of any meeting before or after the meeting; to consent to any action taken without a meeting.

(f) Management.

(1) Title. To hold assets in my fiduciary's name or in a nominee's name with no indication of the fiduciary character, or in a form permitting title to pass by delivery;

(2) Operations. To possess, manage, operate, develop, subdivide, dedicate to public use, make or obtain the vacation of public plats, adjust boundaries, demolish, construct, reconstruct, exchange, re-exchange, partition, make ordinary and extraordinary repairs, alter, improve, and change, structurally or otherwise, any asset; to grant or release easements or other charges of any kind, upon any terms and conditions, for any period, regardless of any law limiting that period, and regardless of whether any consideration is received for that grant;

(3) Mortgages. To mortgage, pledge or grant a security interest in any assets to any person, and to modify, renew, extend, refinance, recast, reduce, continue beyond maturity, payoff, and satisfy mortgages, pledges, and security interests on any asset, and to prepay any installment of principal or interest due on any obligation; to waive any default; to foreclose any mortgage or security interest; to purchase any mortgaged or secured property, or to accept a deed from a mortgagor or pledgor in lieu of foreclosure;

(4) Abandonment. To permit any asset to be lost by tax sale, foreclosure, or other similar proceeding; to abandon, destroy, or convey for nominal or no consideration any asset which is, or becomes, worthless, hazardous, subject to confiscatory taxation, or of insufficient value to justify keeping or protecting, and thereafter to have no further responsibility to keep informed as to its status;

(5) Insurance. To insure assets of my fiduciaries against any risk or liability;

(6) Leases. To lease or sublease assets to any person upon any terms and conditions, for any period, including a period extending beyond the probable or actual term of the administration of my estate or any trust, regardless of any law limiting that period; to renew, modify, or extend leases and subleases; to grant options to any person to lease or sublease and to renew leases and subleases, for any period, regardless of whether any consideration is received for that grant;

(g) Businesses.

(1) Participation. To form one or more corporations, alone or with any person

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in any jurisdiction, and to transfer assets of my estate or any trust to any new or existing corporation in exchange for its securities; to form one or more partnerships, with any person in any jurisdiction, to determine whether my estate or any trust shall be a general or limited partner, and to transfer assets in my estate or trust to any new or existing partnership as a capital contribution; to form one or more limited liability companies or other business entities and to determine whether my estate or any trust shall be a member or manager and to transfer assets in my estate or any trust to any new or existing limited liability company or other business entities; to enter into one or more joint ventures or associations, with any person in any jurisdiction, and to commit assets of my estate or any trust to the purposes of those ventures or associations; to retain as an investment for any period any securities, partnership interest, or other asset resulting from any of those actions;

(2) Management of Business. To take part in the management of any business in which investment is retained or made hereunder and to delegate duties with respect to such management, with the requisite powers, to any employee, manager, partner or associate of such business, without liability for such delegation; to reduce, expand, limit or otherwise fix and change the operation or policy of any such business and to act with respect to any other matter in connection with any such business; to subject to the risks of any such business, any part or all of my estate or any trust, for such term or period as the fiduciaries, in the exercise of sole and absolute discretion, may determine; to advance money or other property to any such business; to make loans, subordinated or otherwise, of cash or securities to any such business and to guarantee the loans of others made to any such business; to borrow money for any such business, either alone or with other persons interested therein, and to secure such loan or loans by a pledge or mortgage of any part of my estate or any trust; to select and vote for directors, managers, partners, associates and officer of any such business; to act as directors, general or limited partners, managers, associates and officers of any business either individually or through an officer or officers if any fiduciary is a corporation, and to receive compensation from such business for so acting and any conflict in this regard is hereby waived; to enter into stockholders' or owners' agreements with corporations, limited liability companies or other entities in which my estate or any trust has an interest and/or with the stockholders or owners of such corporations, limited liability companies, or other entities; to liquidate, dissolve, merge, consolidate, sell, exchange, or reorganize, either alone or jointly with others, any such business or any interest in any such business; and generally to exercise any and all powers as the fiduciary may deem necessary with respect to the continuance, management, sale or liquidation of any such business;

(3) Subchapter S. To make or terminate elections with respect to S corporation stock permitted under Subchapter S of the Code, and to make such adjustments between income and principal to compensate for the consequences of the trust's ownership of S corporation stock as the fiduciaries may deem just and equitable; and provided further, during the term of any trust created hereunder, (i) if the fiduciaries sell any interest in a corporation or if the assets of any entity constituting a corporation in which the trust has an ownership interest are sold, and (ii) if that corporation has made an election to be taxed under Subchapter S of the Code, then in the sole and absolute discretion of the fiduciaries, the fiduciaries may distribute to the income beneficiary such amounts of principal as shall be necessary to pay any income tax caused by that sale, if the income or gain attributable to that sale is taxed directly to the income

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beneficiary under applicable federal tax law;

(4) Farming. 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; to plant part or all of the real estate; to employ or enter into any practices or programs to conserve, improve, or regulate the efficiency, fertility, and production thereof; to improve, sell, auction, or exchange crops, timber, or other products thereof; to lease or enter into other management, cutting, production, or sales contracts; to employ the methods of carrying on agricultural, animal husbandry, and forestry which are in use in the vicinity of any real estate or which my fiduciaries deem otherwise appropriate; to make loans of advances at interest for production, harvesting, marketing, or any other purpose; and in general to take any action my fiduciaries deem necessary or desirable in the operation of farms and woodlands;

(5) Oil and Gas. To drill, explore, test, mine, or otherwise exploit oil, gas, or other mineral or natural resources; to engage in absorption, repressuring, or 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 a business form my fiduciaries may select or to contract with others for the performance of them, and to enter into oil, gas, and mineral leases, division and transfer orders, grants, farm-out, pooling, or unitization agreements, or other instruments or agreements in connection therewith as my fiduciaries deem appropriate;

(6) Agreements. To enter into, modify, renegotiate, or terminate agreements with any person, governing voting rights, management, operation, retention, or disposition of interests in corporations, partnerships, limited liability companies, joint ventures, associations, or other businesses in my estate or any trust, regardless of whether any agreement is in effect when that business is received in my estate or any trust, on the same or different terms which governed when an interest in it is received in my estate or any trust; to discontinue any business in which an interest is received in my estate or any trust, and to dispose of that interest to any person, on any terms and conditions.

(h) Borrowing. To borrow money or assets from any person, a beneficiary, the estate of a deceased beneficiary, or an estate in which a beneficiary has an interest, without my fiduciaries incurring liability to the lender, upon any terms and conditions, for any period, for any purpose connected with the administration, preservation, or distribution of my estate or any trust, including for the purposes of making investments, exercising options or other rights, making distribution to a beneficiary, and paying taxes and expenses; to renew, modify, or extend existing loans on similar or different terms and conditions; to mortgage or pledge any asset of my estate or any trust as security for the repayment of any borrowings.

(i) Lending. To lend assets to any person, including a beneficiary, the estate of a deceased beneficiary, or an estate in which a beneficiary has an interest, upon any terms and conditions, for any period, with adequate security and reasonable interest, for any purpose which will benefit my estate or any trust or any beneficiary.

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(j) Banking. To retain cash uninvested, and to open and maintain one or more savings or checking accounts with any bank, or with a savings bank, savings and loan association, or building and loan association; to deposit assets to the credit of any of those accounts, and to permit those assets to remain on deposit in those accounts; to lease one or more safe deposit boxes for the safekeeping of assets; to open and maintain one or more cash or margin accounts with any brokerage firm or bank, and to conduct, maintain, and operate those accounts for the purchase and sale of securities, and foreign exchange, to borrow money, obtain guarantees, and engage in all other activities which are necessary or advisable to conduct, maintain, and operate those accounts.

(k) Allocations. To allocate receipts and disbursements to or between principal and income in accordance with the Alabama Principal and Income Act unless a contrary provision is contained herein; and to reasonably determine when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or of other assets should be credited to income or to principal, and which disbursements, commissions, costs, expenses, assessments, calls, fees, taxes, and other charges should be debited to income or to principal.

(l) Distributions. To make distributions wholly or partly in kind, regardless of whether each resulting share contains identical assets; regardless of whether any resulting share contains undivided interests in assets; for that purpose, to the extent permitted by law, and where not otherwise directed in my will or any trust, to reasonably determine the fair market value of each asset which is distributed in kind; to distribute assets with a higher income tax cost basis to one beneficiary, and other assets with a lower income tax cost basis to another beneficiary, without making any adjustment between those beneficiaries; except where otherwise directed in my will or any trust, to sell assets which are not specifically disposed of rather than distributing them in kind, for the specific purpose of minimizing the income taxes estimated to be payable by a beneficiary on sale of those assets; even though doing so increases the income tax payable by my estate or any trust.

(m) Self-Dealing. To act or refrain from acting in all respects as if financially uninvolved, regardless of the existence of any conflict of interest between my fiduciaries and my estate or any trust; regardless of any connection or investment which my fiduciaries may have with any business or other asset in my estate or any trust.

(n) Claims. To litigate, enforce, abandon, adjust, compromise, compound, settle, collect, prepare, defer, or discharge any obligation, debt, tax, premium, dividend, insurance policy, death benefit, controversy, suit, or other claim which exists or arises against, or in favor of, my estate or any trust or my fiduciaries, upon any terms and conditions; to submit any claim to arbitration, and to agree to be bound by that arbitration; to extend the time of payment for any claim, for any period, with or without security, regardless of whether any consideration is received for that extension; but if the assets of my estate or any trust are insufficient, no litigation need be maintained unless and until my estate or any trust is satisfactorily indemnified against all reasonable expenses and liability arising because of that litigation.

(o) Agents. To employ brokers, realtors, accountants, attorneys, custodians, appraisers, investment advisers, private investigators, and other agents, employees, and advisers,

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or any other person; to pay from my estate or any trust all disbursements, costs, expenses, fees, and other charges so incurred; to act or to refrain from acting upon advice received from any of those sources, with no liability for any act done or omission made in good faith reliance upon that advice.

(p) Insurance Proceeds. To collect all insurance proceeds and other benefits due to my estate or any trust; to give receipts for those proceeds and benefits which shall constitute a complete discharge of the insurer or other payor from all further liability for those proceeds or benefits; but if any policy or other benefit shall have been collaterally assigned or subjected to any other indebtedness, the rights of the assignee or other creditor shall be superior to the rights of my estate or any trust, and neither my estate nor any trust nor any beneficiary shall have any right of reimbursement, subrogation, contribution, or payment because of the discharge of any loan secured by that assignment or indebtedness.

(q) Insurance.

(1) Acquisition. To acquire by purchase, bequest, gift, or otherwise, one or more insurance policies insuring the life, health, or income of a beneficiary or any other person in whom a beneficiary has an insurable interest; to retain each of those policies as an investment for any period; but as long as a policy remains in my estate or any trust, my estate or any trust shall be its beneficiary or loss payee;

(2) Rights. To exercise all rights and discretions respecting the acquisition, retention, disposition, and maintenance in force of each policy, which are granted in the policy, by applicable law or by practice of the insurer, and all incidents of ownership in each policy which could be exercised by persons owning similar policies in their own right, including the following:

(i) Dividends. To receive dividends in cash, or to use dividends to pay premiums, to purchase additional insurance, including term or paid-up insurance, or to permit dividends to remain on deposit with the insurer;

(ii) Loans. To receive loans or other advances respecting a policy from the insurer or any other lender;

(iii) Benefits. To receive disability benefits, medical payments, surrender values, proceeds of matured endowments, and other lifetime policy benefits;

(iv) Transfers. To sell, assign absolutely, collaterally assign, pledge, or hypothecate a policy, or to distribute a policy to a beneficiary;

(v) Conversions. To convert a policy into an extended term coverage contract, supplementary contract, fully or reduced paid-up contract, or into any other form of insurance or annuity;

(3) Premiums. To pay premiums on a policy as they become due, from any

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estate asset or trust assets, and to prepay for any reasonable period any premiums which are reasonably expected to become due on a policy from any estate or trust asset.

(r) Environmental Matters. 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 their 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 fiduciaries under this subparagraph may be charged against income or principal as the fiduciaries shall determine.

(s) Receipt of Additional Property. To receive any property, real or personal, as part of my estate or any trust by lifetime or testamentary transfer or otherwise; provided, however, that the fiduciaries may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the fiduciaries that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge or any hazardous or toxic materials or substances.

(t) Use of Property. To permit any beneficiary hereunder to enjoy the use and benefit of any residence, household goods, chattels, or other tangible personal property which the fiduciaries may receive in kind without liability for any consumption, damage, injury or loss of any property so used or for holding such nonproductive or wasting assets and such beneficiaries shall not be liable for any non-negligent consumption, damage, injury to or loss of any property so used.

(u) Elimination of Prudent Investor Rule. In addition to the investment powers conferred above, my fiduciaries are authorized (but not directed) to acquire and retain investments not regarded as traditional for estates or trusts, including investments that would be forbidden or would be regarded as imprudent, improper or unlawful by the "prudent investor" rule, or any other rule or law which restricts a fiduciary's capacity to invest. In making investments, the fiduciaries may disregard any or all of the following factors:

(1) Whether a particular investment, or the estate or trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

(2) Whether the acquisition or retention of a particular investment or the estate or trust investments collectively are consistent with any duty of impartiality as to the different beneficiaries.

(3) Whether the estate or trust is diversified. I intend that no duty to diversify

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shall exist.

(4) Whether any or all of the estate or trust investments would traditionally be classified as too risky or speculative. The entire estate or trust may be so invested. I intend the fiduciaries to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

My purpose in granting the foregoing authority is to eliminate the "prudent investor" rule as permitted in Code of Alabama § 19-3B-901(b), or any other rule or law which restricts a fiduciary's ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above, set forth in Code of Alabama § 19-3B-902, or any other factor relating to the nature of the investment itself. I do this because I believe it is in the best interests of the beneficiaries of the estate and trusts created hereunder to give the fiduciaries broad discretion in managing the assets of the estate and trusts created hereunder without liability for losses to the trust occasioned by the exercise of such discretion.

(v) Exculpation and Indemnification of Trustee. I recognize that some persons may be hesitant to serve as a Trustee hereunder because of a concern about potential liability. Therefore, I direct that if an individual person is a Trustee hereunder:

(1) The Trustee shall not incur any liability by reason of breach of trust, any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of the trust, except for any matter involving such Trustee's breach of trust committed in bad faith or with reckless indifference to the purpose of the trust or the interests of the beneficiaries.

(2) The Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's own willful misconduct or gross negligence proved by clear and convincing evidence. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she, or it is not authorized to participate hereunder (including the duty to review or monitor trust investments).

The provisions of this subparagraph (v) of this Item shall not apply to any corporate or bank trustee serving hereunder.

IN WITNESS WHEREOF, I, CYNTHIA R. WISE, the testatrix, sign my name to this instrument this 4th day of August, 2017, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Cynthia R. Wise

CYNTHIA R. WISE

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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, and that each of us, in the presence and hearing of the testatrix, hereby signs this Last Will and Testament as witnesses to the testatrix's signing, and that to the best of our knowledge the testatrix is eighteen (18) years or older, of sound mind, and under no constraint or undue influence.

John R Wynn
WITNESS

Heidi Thacher
WITNESS

STATE OF ALABAMA

COUNTY OF MADISON

Subscribed and sworn to and acknowledged before me by CYNTHIA R. WISE, the testatrix, and subscribed and sworn to before me by John R. Wynn and Heidi Thacher, witnesses, this 4th day of August, 2017.

MICHELE JUDD NOTARY PUBLIC ALABAMA STATE AT LARGE

Michele Judd
NOTARY PUBLIC
My Commission Expires: 3/3/2018

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STATE OF ALABAMA
COUNTY OF MADISON

IN THE PROBATE COURT
CASE NO 71110

I, Frank Barger, Judge of Probate in and for the County and State aforesaid, do hereby certify that the within instrument in writing has been duly proven to be the genuine Last Will & Testament of Cynthia R. Wise, deceased in my office in Will Book No. 159 of Wills at Page No. 459.

In witness, whereof, I have here unto set my hand and affixed the seal of said Probate Court, on this 25th day of June, 2020.

Frank Barger
Judge of Probate

STATE OF ALABAMA

MADISON COUNTY

I, Frank Barger Judge of Probate Court in and for the County and State aforesaid, hereby certify that the within and foregoing is a true, correct and complete copy of Last Will and Testament of Cynthia R. Wise, in the Probate Case of Cynthia R. Wise, Case # 71110.

Given under my hand and seal of office this the 1st day of March 2021.

Frank Barger
Judge of Probate