

IN THE MATTER OF THE ESTATE OF)
)
CAMELIA GLEASON BECKER, A/K/A)
CAMELIA ANN BECKER, DECEASED) PROBATE COURT OF
) JEFFERSON COUNTY, ALABAMA
) CASE NO. 22 BHM 00876

PETITION FOR PROBATE OF WILL
(Self-Proved Will)

Comes your petitioner, Tracey Denise Becker Towns, and shows this Court the following facts:

1. Camelia Gleason Becker, a/k/a Camelia Ann Becker (the "decedent") died testate at Birmingham, Alabama on or about the 15th day of February, 2022, and, at the time of such death, was an inhabitant of Jefferson County, Alabama.

2. Surrendered herewith is said decedent's Last Will and Testament naming petitioner as personal representative thereof, which was duly signed by said decedent when over eighteen years of age, and was attested by the following witnesses:

<u>Name</u>	<u>Present Address</u>
Beverly Findley	1927 First Avenue North, Suite 101 Birmingham, AL 35203
Suzanne D. Paulson	Deceased

3. The decedent's Last Will and Testament, as identified in paragraph 2 hereof, was self-proved in a manner substantially in accordance with the requirements of Alabama Code §43-8-132. The name and present address of the officer authorized to administer oaths before whom said Will was acknowledged are as follows:

<u>Name</u>	<u>Present Address</u>
Emily B. Ernst	1021 Dalton Drive Kimberly, AL 35091

4. The following is a true, correct, and complete list of the names, ages, conditions, relationships, and addresses of said decedent's next-of-kin (as determined by Application of Ala. Code §43-8-42):

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
Charles R. Becker	Spouse	Deceased
<i>W</i> Jeffrey Allen Mathis	Son	1918 Saratoga Drive Alpharetta, GA 30022

The above-named person is competent and over the age of nineteen (19) years.

WHEREFORE, your petitioner prays that this Court will take jurisdiction of this petition; will cause all such notices or citations to issue to the said next-of-kin, and attesting witnesses, and oath-administering officer, as may be proper in the premises; and will cause such proceedings to occur, and such proof to be taken, and render such orders and decrees as will duly and legally effect the probate and record in this Court of said Will as the Last Will and Testament of said decedent. This petition is deemed to be verified pursuant to Ala. Code §43-8-22.

Attorney for Petitioner:

Ms. Sarah P. Thomson
Leitman, Siegal & Payne, P.C.
1927 First Avenue N, Suite 101
Birmingham, Alabama 35203
(205) 251-5900
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Tracey Denise Becker Towns
Tracey Denise Becker Towns
2401 Taralane Circle
Vestavia Hills, AL 35216

FILED IN OFFICE THIS 8th DAY OF
APRIL 20 22 PRAYER
GRANTED AND PETITION ORDERED RECORDED

JUDGE OF PROBATE

IN THE MATTER OF THE ESTATE OF)	PROBATE COURT OF
CAMELIA GLEASON BECKER, A/K/A)	JEFFERSON COUNTY, ALABAMA
CAMELIA ANN BECKER, DECEASED)	CASE NO. 22 BHM 00876

WAIVER OF NOTICE ON PROBATE OF WILL

I, Jeffrey Allen Mathis, a resident of the State of Georgia, being one of the next-of-kin (as determined by application of the Ala. Code §43-8-41 or 43-8-42, as appropriate) of Camelia Gleason Becker, a/k/a Camelia Ann Becker, deceased, being over the age of nineteen (19) years, hereby accept service and waive notice of the filing of the petition to probate the last will and testament (including all codicils thereto) of said decedent. I do hereby waive notice either by personal service or by publication and consent and request that said will, which bears the date of June 19, 2019, be admitted to probate without further notice of any kind to me, and the executors named in said will be appointed as provided therein. I acknowledge that by this Waiver of Notice I am NOT giving up my right to contest said will or to make an objection to the handling of the administration of the estate of the deceased by the executor thereof.

Dated this 29 day of March, 2022.

WITNESS:

Susan Hoffmann Mathis
Signature of Witness

Jeffrey Allen Mathis
Jeffrey Allen Mathis

Susan Hoffmann Mathis
Name of Witness:

FILED IN OFFICE THIS 8th DAY
OF April, 2022
AND ORDERED RECORDED.

James P. Naffel
JUDGE OF PROBATE

FILED IN OFFICE THIS THE
8th **DAY OF APR, 2022**
FOR PROBATE AND RECORD.
James P. Naftel
JUDGE OF PROBATE

WILL
OF

CAMELIA GLEASON BECKER

I, Camelia Gleason Becker, of Jefferson County, Alabama, declare this to be my will, and I revoke all previous wills and codicils that I have made.

ARTICLE I
Identity of Family Members

I have one child and his name is Jeffrey Allen Mathis ("Jeff"). Jeff is married to Susan Mathis ("Susan"). My spouse, Charles R. Becker ("Rik"), predeceased me and was survived by two children, Tracey Denise Becker Towns ("Tracey") and Todd R. Becker ("Todd"). Tracey is married to Perry Towns ("Perry") and they have two children, Spencer Perry Towns ("Spencer") and Mitchell Becker Towns ("Mitchell"). Todd and Rik were not on good terms for many years prior to Rik's death. For this reason, I am making no provision for Todd, or Todd's descendants, under the dispositive provisions of this will. It is my intention that Todd and his descendants receive no part of my estate.

ARTICLE II
Specific Gifts

A. I give my tangible personal property, including any household furniture and furnishings, automobiles, books, pictures, jewelry, art objects, hobby equipment and collections, club memberships, wearing apparel, and other articles of household or personal use or ornament, together with any insurance on any specific item, to Tracey, if she survives me. If Tracey does not survive me, I give to Spencer, if he survives me, any two items of my jewelry as he shall choose. My personal representative shall sell the balance of my tangible personal property, not otherwise disposed of as provided for hereinabove or in paragraph B hereinbelow, and the net proceeds therefrom shall be added to my residuary estate to be distributed as provided in Article III hereinbelow. The foregoing notwithstanding to the contrary, my personal representative shall have the authority to discard or donate any items of tangible personal property not suitable, in my personal representative's sole and absolute discretion, for an estate sale.

B. I may leave a memorandum (which is not to be a part of this will) listing some of the items described in paragraph A of this Article that I wish certain persons to have and request (but do not require) that my wishes as set forth in the memorandum be observed.

C. I give the sum of \$50,000 to Barbara Darnell, if she survives me.

D. I give the sum of \$10,000 to the YWCA, Birmingham, Alabama, to be allocated to its Child Development Center to be used to support the Y's day care program for homeless children. The gift under this paragraph shall be reduced by any amount paid directly, as a result of my death, to the YWCA as a named beneficiary of my IRA.

E. I give the sum of \$25,000 to Canterbury United Methodist Church, Mountain Brook, Alabama. The gift under this paragraph shall be reduced by any amount paid directly, as a result of my death, to Canterbury United Methodist Church as a named beneficiary of my IRA.

F. During my lifetime I have from time to time loaned monies to my son Jeff to assist with his living expenses. I herein forgive any such amounts owed to me at the time of my death.

G. If Tracey and Jeff both survive me, I give i) my personal residence, more particularly described as 601 Stratton Court, Homewood, Alabama (the "Residence"), to Tracey, and ii) a sum equal to the appraised value of the Residence (as determined by the Jefferson County Tax Assessor), to Jeff.

H. I give my Pumpkin Hollow lot, situated in Shelby County, Alabama, as follows: i) one-half to Spencer, if he survives me, or, if not, to his descendants who survive me, per stirpes, or, if none survive me, to Mitchell, per stirpes, and ii) one-half to Mitchell, if he survives me, or, if not, to his descendants who survive me, per stirpes, or, if none survive me, to Spencer, per stirpes.

ARTICLE III Gift of Residue

I give my residuary estate, which shall not include any property over which I have power of appointment, as follows:

1. 50 % to Tracey, if she survives me, or, if not, to her descendants who survive me, per stirpes, or, if none survive me, to the trustee appointed under the Trustee Provisions of this will to be held in a separate trust named for Jeff; and

2. 50 % to the trustee appointed under the Trustee Provisions of this will to be held in a separate trust named for Jeff, if Jeff survives me, or, if not, to Tracey, if she survives me, or, if not, to her descendants who survive me, per stirpes; or

3. In the event none of Jeff, Tracey and Tracey's descendants survive me, to Perry, if he survives me.

ARTICLE IV
Jeff's Trust

Jeff's Trust shall be administered as follows:

A. Commencing as of my date of death, the trustee shall distribute to Jeff:

1. The entire net income of the trust, payable in substantially equal monthly installments; and
2. In the event the net income from the trust is less than \$36,000 per year, principal in an amount such that the net income and principal distributed under subparagraphs 1 and 2 of this paragraph A total at least \$36,000 per year (prorated for short years). It is my intent that Jeff receive monthly distributions of at least \$3,000 per month. In the event the trust's annual income exceeds \$36,000 per year, said monthly distributions would be increased accordingly; and
3. As much of the principal as the trustee determines from time to time to be required for Jeff's health and medical care; and
4. Principal, as determined in the trustee's sole and absolute discretion, considering all relevant facts and circumstances, to assist Jeff with a financial emergency. It is my intention that the trustee exercise its discretion under this subparagraph sparingly.

B. Notwithstanding paragraph A of this Article, if Jeff's Trust is the beneficiary of a Deferrable Retirement Benefit, the trustee shall withdraw from the trust's share of such Deferrable Retirement Benefit, each year, such amounts as shall be necessary to satisfy the Minimum Required Distribution with respect to such Deferrable Retirement Benefit for such year and then distribute each amount so withdrawn (net of expenses properly charged thereto) to Jeff as part of the trust's net income in the manner provided for in subparagraph 1 of paragraph A hereinabove.

C. Upon Jeff's death before complete distribution of the trust, the trustee shall distribute the principal of the trust as follows:

1. To Tracey, if she is then living; or
2. In the event Tracey is not then living, to Tracey's descendants then living, per stirpes; or
3. In the event none of Tracey's descendants are then living, to Perry, if he is then living.
4. Except that as to any portion of the trust principal otherwise distributable to a descendant of a child of Tracey who has not reached the age of twenty-five years, I give

that portion instead to the trustee appointed under the Trustee Provisions of this will, to be held in a separate descendant's trust named for that beneficiary. .

D. It is my intention to supplement Jeff's income to ensure that he has source of income during his lifetime and, more specifically, to ensure that Jeff has a source of income during his retirement years. For all purposes, this shall be considered a material purpose of the trust.

ARTICLE V Descendant's Trust

Each trust, if any, named for a descendant of a child of Tracey shall be administered as follows:

A. The trustee shall distribute to the beneficiary for whom the trust is named:

1. The entire net income of the trust; and
2. As much or all of the principal of the trust as the trustee determines from time to time to be required for the health, support, and education of the beneficiary.

B. When the beneficiary has reached the age of twenty-five years, the trustee shall distribute the remaining principal of the trust to the beneficiary.

C. Upon the death of the beneficiary for whom the trust is named before complete distribution of the trust, the trustee shall distribute the principal of the trust as follows:

1. To such one or more of the beneficiary's descendants as the beneficiary may appoint by will; or
2. In default of effective appointment, to the then living descendants of the beneficiary, per stirpes, or, if none, to the descendants of the beneficiary's least remote ancestor who has any descendant who survives the beneficiary, per stirpes, provided such ancestor is Tracey, or, if none, to Perry, if he is then living.

ARTICLE VI Ultimate Disposition; Holdback Provisions

A. Upon termination of a trust at the end of its stated term under this instrument, the trustee shall distribute any trust principal not otherwise effectively disposed of by the foregoing provisions of this instrument to those persons who would have been entitled to receive my personal property under the laws of the State of Alabama, in effect on the date hereof, and in the proportions determined under those laws, had I died intestate on the date of such termination, domiciled in the State of Alabama.

B. Despite the preceding provisions of this instrument, upon termination of any trust at the end of its stated term under this instrument:

1. Principal which is not effectively appointed and is otherwise distributable to a beneficiary for whom a trust then held hereunder is named shall be added to that trust; and

2. The trustee may elect to withhold any principal which is not effectively appointed and is otherwise required to be distributed to a beneficiary not covered by subparagraph 1 of this paragraph, who has not reached age 25 or is disabled. The trustee shall retain any principal so withheld in a separate trust named for that beneficiary, to be distributed to the beneficiary when he or she reaches age 25, or, if later, upon termination of the disability. Until then, the trustee shall distribute the entire net income of the trust so retained to the beneficiary and shall apply as much of the principal of the trust as the trustee determines from time to time to be required for the health, support, and education of that beneficiary. If the beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining trust principal shall be distributed to that beneficiary's estate.

ARTICLE VII Trustee Provisions

A. I name Synovus Trust Company, N.A. ("Synovus") as trustee of Jeff's Trust. I name Perry and Spencer, one at a time and in the order named, as trustee of all other trusts created under this will.

B. If the office of trustee is not filled as provided in the preceding paragraph, or if a vacancy occurs in the office of trustee, the Trustee Appointer may in writing appoint any Qualified Appointee as successor trustee. The Trustee Appointer may revoke any such appointment before it is accepted by the appointee. Additionally, the Trustee Appointer may for any reason and at any time remove the corporate trustee serving as trustee of Jeff's Trust and appoint a Qualified Appointee to serve as successor corporate trustee. Such right of removal and appointment of a successor corporate trustee shall be exercised by written instrument signed and acknowledged by the Trustee Appointer and delivered to the corporate trustee being removed and to the appointed successor corporate trustee. The Trustee Appointer shall act only in a fiduciary capacity in the best interests of all trust beneficiaries. For purposes of this paragraph:

1. The Trustee Appointer means Tracey, Perry and Spencer, one at a time and in the order named; and

2. A Qualified Appointee means i) for Jeff's Trust any bank or trust company, within or outside the State of Alabama, and ii) for all other trusts created hereunder, any person or any bank or trust company, within or outside the State of Alabama.

C. The trustee shall render a current annual account to each income and principal beneficiary, whether vested or contingent, who so requests in writing each year. The Trustee Appointer may, without liability, approve the accounts of the trustee at any time by written

instrument, with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.

D. Any trustee may resign at any time by giving prior written notice to the Trustee Appointer, and if a successor trustee is not appointed within a reasonable time after the trustee's resignation, the resigning trustee may deposit the trust property with the court having jurisdiction over the administration of the trust. All trusts created under this instrument need not have or continue to have the same trustee. The provisions of this instrument that relate to the trustee shall be separately applicable to each trust held hereunder.

E. Unless specifically provided otherwise, at any time when more than one person is designated to act in the same fiduciary capacity, the action or decision of a majority in number shall control; and a person who does not vote or does not concur in any vote shall not be liable for any act or failure to act of the others.

F. If any individual entitled to act under the preceding provisions of this Article is then disabled and such disability does not otherwise disqualify that individual from acting, the lawful guardian of that individual may sign the instrument of appointment or approval on his or her behalf.

G. If any corporate trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become trustee in place of its predecessor.

H. Any person designated to act in a fiduciary capacity may release or renounce any or all powers granted hereunder at any time by written instrument filed with the trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity. Except as otherwise provided in the preceding sentence, the incumbent trustee shall have all of the title, powers, and discretion granted to the original trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee.

I. If the trustee is unable to act in any jurisdiction with respect to any property, asset, interest or claim owned by me or any trust created hereunder because of the laws of the state in which such property, asset, interest or claim is located, then the trustee is authorized to appoint, employ, remove and compensate any person (other than a descendant of mine) or corporate fiduciary capable of so acting with regard to such property, asset, interest or claim, in such manner and upon such terms and conditions (including the power to establish a trust and employ as trustee any person or corporate fiduciary, including any affiliated company, capable of acting with regard to such property, asset, interest or claim) as the trustee deems acceptable and to treat as an expense of the trust any compensation, charges and expenses so paid. Any such fiduciary shall be permitted to act without giving bond. If any such fiduciary is appointed, I give to such person or corporation, in addition to the powers conferred by law of its situs, all of the rights, powers and discretion that are set forth or referred to in a later Article of this instrument (including the power to sell real or personal property at public or private sales for any purpose

and to hold title to property in the name of a nominee), to be exercised without court order; provided, however, that in the exercise of any power granted, such fiduciary shall first consult with and obtain the written consent of the trustee acting generally at the time before taking any action whatsoever.

ARTICLE VIII Financial Powers

A. In addition to all powers granted by law, the trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee:

1. To collect the income on trust property.
2. To compromise, abandon, adjust and settle in the trustee's discretion any claim in favor of or against the trust.
3. To hold and retain without liability for loss or depreciation any property or securities transferred to the trustee or to which the trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), interests as members in limited liability companies, stock or interest in any family corporation, partnership or enterprise, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the trustee shall consider the retention for the best interests of the trust.
4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in such manner and upon such terms and conditions as the trustee may approve.
5. To invest and reinvest the trust or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, currencies, partnerships (whether general, limited, or special), interests as members in limited liability companies, or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the trustee may deem suitable, whether so-called "legal" investments of trust funds or not, provided, however, that the corporate trustee, acting alone, is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.

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

7. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation, limited liability company or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

8. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, grant easements in or over, dedicate or adjust the boundaries as to any such property. The trustee shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee abandoning any property, unless the trustee acted with gross negligence.

9. 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 or production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other products thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the trustee deems otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the trustee may approve, and in general to take any action which the trustee deems necessary or desirable in such operation of farms and woodlands.

10. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the trustee may select or to contract with others for the performance of them, and to enter into and execute oil, gas, and mineral leases, division and transfer orders, grants,

farm-out, pooling or unitization agreements, and such instruments or agreements in connection therewith as the trustee deems necessary or desirable.

11. To borrow money from any lender, including the trustee, for such time and upon such terms as the trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

12. To advance money to or for the benefit of any trust for any purpose of the trust, and the trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.

13. To lend money to the personal representative of my estate, and to purchase property from the personal representative of my estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.

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

15. To appoint, employ, remove and compensate such accountants, attorneys, agents and representatives, individual or corporate, as the trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

16. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustee, in the name of a nominee, or in unregistered form.

17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the trustee deems necessary or desirable.

18. To determine whether any money or property coming into the hands of the trustee shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the trustee may deem just and equitable; provided, however, that any proceeds received by the trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the trustee as principal, except that any income earned within

the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the trustee shall be treated by the trustee as income when received.

19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.

20. To exercise any power hereunder, either acting alone or jointly with others.

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

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

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

24. To make purchases and sales, outright or financed, by way of short sales, puts, calls and straddles on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts for future delivery, or other investment media, however speculative, and for the purpose of enabling the trustee to exercise the powers granted under this subparagraph, to maintain and operate margin accounts, discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the trustee in conjunction with any transactions permitted under this subparagraph.

25. To retain or invest in (alone or jointly with others) life insurance, annuity or endowment policies, or policies incorporating combined life, annuity or endowment features ("insurance policies"), in such form, on such life or lives and on such terms as the trustee considers advisable.

26. 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 trustee under this subparagraph may be charged against income or principal as the trustee shall determine.

27. To receive any property, real or personal, to be added to the trust from my spouse in any event (and if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise; provided, however, that the trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the trustee 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 of any hazardous or toxic materials or substances.

28. To make such elections and allocations under the tax laws permitted to be made by the trustee as the trustee considers advisable (whether or not the election relates to trust property), without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.

B. The powers granted in this Article may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

C. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

D. No person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.

E. Any person named herein or appointed hereunder as trustee shall serve in such capacity without compensation, except that such person shall be entitled to reasonable compensation for extraordinary services. The compensation of a corporate trustee shall be in accordance with its published schedule of fees as in effect at the time the services are rendered. Such compensation may be charged to principal or to income or partly to each in the discretion of the corporate trustee.

F. The trustee shall not be personally liable to any beneficiary or other party interested in the trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from matters involving hazardous substances, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of any environmental laws related to the trust; provided that the trustee shall not be

excused from liability for its own gross negligence in administration of the trust property or wrongful or willful acts.

G. Notwithstanding any contrary provision of this instrument, the trustee may withhold a distribution to a beneficiary from a trust hereunder until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee against any claims filed against the trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder, or any other environmental law; provided that the trustee may not take any action under this paragraph which would in any way jeopardize any federal or state marital deduction for property passing at my death.

ARTICLE IX Administrative Powers and Rules

The provisions of this Article shall apply to each trust held under this instrument:

A. If a beneficiary eligible to receive income or principal distributions is disabled at the time of distribution, then the trustee may, without further responsibility, either (i) make those distributions to the beneficiary directly, to a lawful guardian of the beneficiary, or to a qualified individual or trust company designated by the trustee as custodian for that beneficiary under an applicable Uniform Transfers to Minors Act or similar law, or (ii) expend that distributable property for the benefit of the beneficiary in such manner as the trustee considers advisable. Determinations made by the trustee under this paragraph in good faith shall be conclusive on all persons.

B. Income distributions required hereunder shall be made in quarterly or monthly installments, as the trustee determines. Except as otherwise provided in this instrument, all net income accrued or undistributed at the termination of any interest shall be treated as if it had accrued or been received immediately after that termination.

C. In determining whether to make discretionary distributions of net income or principal to a beneficiary, the trustee may consider such circumstances and factors as the trustee believes are relevant, including the other income and assets known to the trustee to be available to that beneficiary and the advisability of supplementing such income or assets, and the tax consequences of any such distribution. As used throughout this instrument:

1. The term "support" means support in reasonable comfort;
2. The term "education" includes, but is not limited to, the expenses of private schooling at the elementary and secondary school level, college, graduate and professional schools, and specialized or vocational training; and

3. The term "health" shall be construed liberally to include all forms of mental or physical health care, including, but not limited to, nursing home or other extended care.

D. Notwithstanding any other provision of this instrument, I hereby limit the general discretionary powers of the trustee so that (i) no trustee shall participate in any decision regarding a discretionary distribution to that trustee personally, except to the extent governed by and made pursuant to a standard under this instrument which constitutes an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code, and (ii) no trustee may use trust income or principal to discharge the legal obligation of that trustee individually to support or educate a beneficiary hereunder.

E. To the fullest extent permitted by law, (i) no power of appointment shall be subject to involuntary exercise, and (ii) no interest of any beneficiary shall be subject to anticipation, to claims for alimony, maintenance, or support, to voluntary transfer without the written consent of the trustee, or to involuntary transfer in any event.

F. The trustee shall distribute any trust principal or net income as to which a power of appointment is exercised to the designated appointee or appointees (whether living at the time of exercise or thereafter born) upon such conditions and estates, in such manner (in trust or otherwise), with such powers, in such amounts or proportions, and at such time or times (but not beyond the period permitted by any applicable rule of law relating to perpetuities) as the holder of the power may specify in the instrument exercising the power. To be effective, the exercise of any power of appointment granted hereunder shall make specific reference to the provision creating the power. In determining whether a testamentary power of appointment has been exercised, the trustee, without liability, may rely on a will admitted to probate in any jurisdiction as the will of the holder of the power or may assume the holder left no will in the absence of actual knowledge of one within three months after the holder's death.

G. Notwithstanding any other provision of this instrument, at the later of i) 21 years after the death of the last to die of myself, all descendants of mine and all descendants of my husband who are living at my death, or, ii) the expiration of any fixed period of years allowed by applicable law, the trustee shall distribute the principal of the trust to the beneficiary for whom the trust is named.

H. Upon making any payment or transfer, the trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of a trust, that trust shall terminate and the trustee shall be fully discharged as to that trust.

ARTICLE X Payment of Taxes and Expenses

My personal representative shall pay from my residuary estate all estate and inheritance taxes (including any interest and penalties) together with the expenses of my last illness and all

administration expenses, including an appropriate marker for my grave, payable in any jurisdiction by reason of my death, whether or not the assets generating those taxes and expenses pass under this will. The preceding items shall be charged generally against the principal of my residuary estate, without apportionment. I waive any right of reimbursement for, recovery of, or contribution toward the payment of those taxes, except that, to the maximum extent permitted by law, my personal representative shall seek reimbursement for, recovery of, or contribution toward the payment of estate taxes attributable to property in which I have a qualifying income interest for life, over which I have a power of appointment, or which is included in my gross estate under Section 2036 of the Code, and which taxes are not otherwise paid or payable.

ARTICLE XI

Personal Representative Nomination and Powers

A. I name Tracey as personal representative of this will. If Tracey fails or ceases to act as personal representative for any reason, I name Perry and Spencer, one at a time and in the order named, as personal representative.

B. If the appointment of a personal representative is necessary or desirable in any jurisdiction in which no personal representative herein named is able and willing to act, I name as my personal representative in that jurisdiction such person or corporation as may be designated in an instrument signed by the person or persons then serving as personal representative of this will.

C. I give my personal representative, wherever acting:

1. All the same powers and discretion with respect to my estate during administration that are given to the trustee under the preceding provisions of this instrument (including the power to sell real or personal property at public or private sale for any purpose and to hold title to property in the name of a nominee);

2. Power to disclaim, in whole or in part, any property or interest therein which passed to me or which was created for my benefit, for any reason, including, but not limited to, a concern that such property could cause potential liability under any federal, state or local environmental law; and

3. Power to distribute to the beneficiary of a trust under this will any property or portion thereof given to the trustee of that trust if, pursuant to the terms of that trust, the property would immediately be subject to final distribution directly to the beneficiary with no discretion in the trustee to withhold it (because of age or disability), and the receipt of the beneficiary shall discharge my personal representative.

D. The powers granted to my personal representative hereunder shall be in addition to all other powers granted by law and shall be exercisable in the discretion of my personal representative and without court order. To the extent such requirements can be legally waived, no personal representative shall be required to file an inventory or appraisal, or account to any

court, or obtain the order or approval of any court before exercising any power or discretion granted in this will. I contemplate that my personal representative may take possession of assets of my estate if, in my personal representative's sole discretion, such action is necessary for purposes of estate administration. I hereby exonerate my personal representative of any liability under Ala. Code Section 43-2-840 in taking possession of any assets of my estate. No personal representative shall be required to furnish bond or security.

E. My personal representative shall make such elections and allocations under the tax laws as my personal representative considers advisable (whether or not the election or allocation relates to property passing under this will), without regard to, or adjustments between, principal and income or the relative interests of the beneficiaries. Any decision to exercise tax elections or make allocations hereunder shall be made by my domiciliary personal representative, if any, in preference to any ancillary personal representative, and shall be binding and conclusive on all persons.

F. If any portion of my estate is distributable to a beneficiary who is then under the age of twenty-one years, my personal representative may distribute that beneficiary's share, without further responsibility, either directly to that beneficiary, to a qualified individual or trust company designated by my personal representative as custodian for that beneficiary under an applicable Uniform Transfers to Minors Act or similar law, or to the individual having personal custody of that beneficiary (whether or not court-appointed), and the receipt of the distributee shall discharge my personal representative.

G. No personal representative shall be personally liable to any beneficiary or other party interested in my estate or to any third parties, for any claim against my estate for the diminution in value of estate property resulting from matters involving hazardous substances, including any reporting of or response to (i) the contamination of estate property by hazardous substances, or (ii) violations of any environmental laws related to my estate; provided that my personal representative shall not be excused from liability for its own gross negligence in administration of the estate property or wrongful or willful acts.

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

I. Any person named herein as personal representative shall serve in such capacity without compensation, except that such person shall be entitled to reasonable compensation for extraordinary services. The compensation of a corporate personal representative shall be in accordance with its published schedule of fees as in effect at the time the services are rendered.

ARTICLE XII
Interpretive Rules

For all purposes of this will:

- A. In determining who is a descendant of mine or of any other person:
1. Legal adoption before the adopted person reached the age of twenty-one years, but not thereafter, shall be equivalent to blood relationship; and
 2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants of the natural mother and her ancestors, and if the natural father acknowledges paternity, the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.
- B. Whenever reference is made to the descendants, "per stirpes," of a person, representation shall be calculated from the generation of that person's children, whether or not a child of that person in fact is living at the time of calculation.
- C. A person shall be considered "disabled" if a minor, if under legal disability, or if in any condition (whether temporary or permanent) which substantially impairs that person's ability to transact ordinary business.
- D. The term "trustee" and any pronoun referring to that term designate the trustee or trustees at any time acting hereunder, regardless of number.
- E. The term "lawful guardian" means successively in the order named, the court-appointed conservator, either parent, or the individual having personal custody (whether or not court-appointed) where no conservator has been appointed.
- F. The term "Code" means the Internal Revenue Code of 1986, as from time to time amended.
- G. The term "hazardous substance(s)" means any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)").
- H. The term "Retirement Benefit" means the trust's interest in one of the following types of assets payable to the trust as beneficiary or owned by the trust: a qualified or non-qualified annuity; a benefit under a qualified or non-qualified plan of deferred compensation; any account in or benefit payable under any pension, profit-sharing or other qualified retirement plan; any individual retirement account or trust; and any and all benefits under any plan or arrangement that is established under Section 408, 408A, 457, 403 or 401 of the Code.
- I. The term "Minimum Required Distribution" for any year means, for each Deferrable Retirement Benefit: (i) the value of the Deferrable Retirement Benefit determined as

of the preceding year-end, divided by (ii) the applicable distribution period (as defined in the Minimum Distribution Rules); or such greater amount (if any) as the trustee shall be required to withdraw under the laws then applicable to the trust to avoid penalty. Notwithstanding the foregoing, the Minimum Required Distribution for the year of my death shall, for each Deferrable Retirement Benefit, mean an amount that is not less than (i) the amount that was required to be distributed to me with respect to such benefit during such year under the Minimum Distribution Rules, minus amounts actually distributed to me with respect to such benefit during such year, multiplied by (ii) the trust's proportionate interest in such benefit.

J. The term "Deferrable Retirement Benefit" means any "Retirement Benefit" that meets two requirements: (i) first, it is subject to the Minimum Distribution Rules; and (ii) second, the trust has the option (either under the terms of the plan or arrangement that governs such benefit, or by transferring the benefit to an inherited IRA) to take distribution of such benefit in annual installments over the life expectancy of the oldest trust beneficiary. Benefits payable under a plan or arrangement that is not subject to the Minimum Distribution Rules are not Deferrable Retirement Benefits.

K. The term "Minimum Distribution Rules" mean the rules of Section 401(a)(9) of the Code.

L. All provisions of this instrument relating to the trusts created hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.

M. The term "personal representative" means any court-appointed fiduciary or fiduciaries of my estate from time to time qualified and acting in any jurisdiction, and shall include "executor" as provided in Ala. Code Section 43-8-1.

IN WITNESS WHEREOF, I, Camelia Gleason Becker the testator, sign my name to this instrument, consisting of this and sixteen (16) preceding typewritten pages, this 19th day of June, 2019, 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 (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Camelia Gleason Becker

We, Beverly Findley and Suzanne D. Paulson, 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 the testator's last will and that the testator signs it willingly (or willingly directs another to sign for the testator), 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.

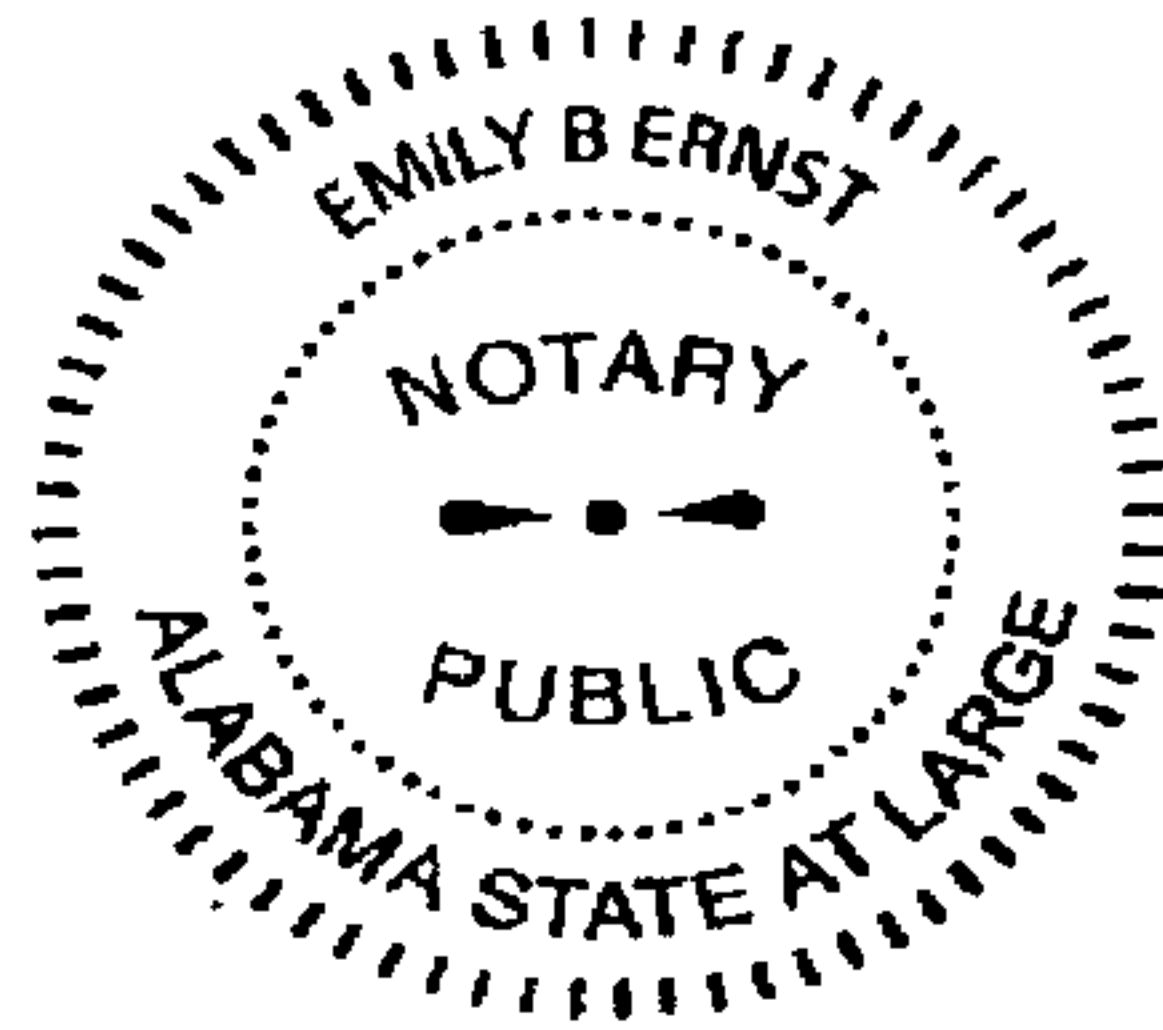
Beverly Findley
Name
Address: 420 20th Street North, Suite 2000
Birmingham, Alabama 35203

Suzanne D. Paulson
Name
Address: 420 20th Street North, Suite 2000
Birmingham, Alabama 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

Subscribed, sworn to and acknowledged before me by Camelia Gleason Becker, the testator, and subscribed and sworn to before me by Suzanne D. Paulson and Beverly Findley, the witnesses, this 19th day of June, 2019.



Emily B. Ernst
Notary Public
My Commission Expires: 6-21-2021

IN THE MATTER OF:)	IN THE PROBATE COURT OF
)	JEFFERSON COUNTY, ALABAMA
THE ESTATE OF:)	
)	CASE NUMBER 22BHM00876
CAMELIA GLEASON BECKER A\K\A)	
CAMELIA ANN BECKER)	
DECEASED)	

ORDER ON FILING AND PROBATING LAST WILL AND TESTAMENT

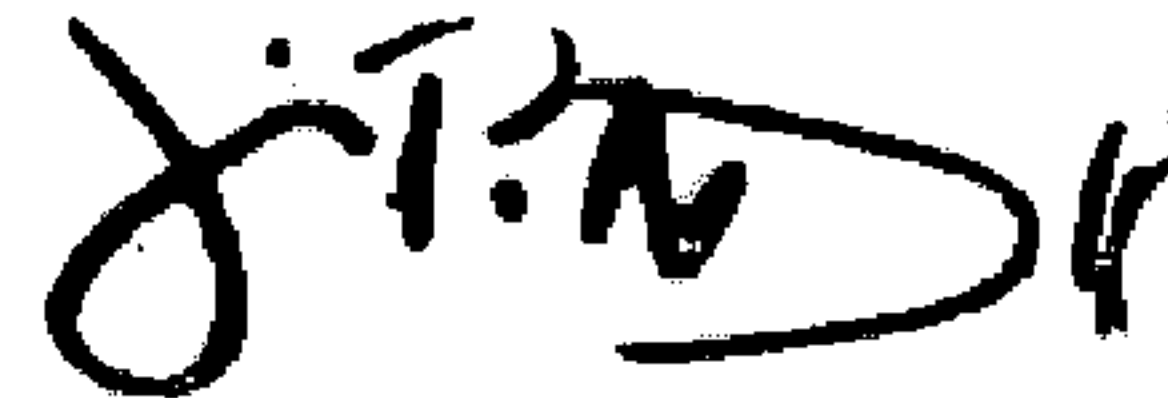
This day came Tracey Denise Becker Towns and filed a petition in writing, under oath, therewith producing and filing in this Court an instrument of writing purporting to be the Last Will and Testament of Camelia Gleason Becker a\k\A Camelia Ann Becker, deceased, said will bearing date, June 19, 2019 and attested by Beverly Findley and Suzanne D. Paulson; and praying that the same be probated as provided by law; that the petitioner is the step child of said deceased, and are named in said Will as personal representative thereof; and that the next of kin of said deceased are as follows, to-wit: Jeffery Allen Mathis, son, Alpharetta, Georgia of whom are over nineteen years of age and of sound mind.

And thereupon comes each of the above named next of kin expressly waiving all notice of the petition to probate said will and consenting that the same be probated at once, and the court having ascertained by sufficient evidence that the signature affixed to said waiver of notice and acceptance of service the genuine signature of said next of kin; now on motion of said petitioner, the Court proceeds to hear said petition; and, after due proof and hearing had according to the laws of this state, the court is satisfied and is of the opinion that said instrument is the genuine Last Will and Testament of said deceased, and that such instrument should be probated as the Last Will and Testament of said deceased. It is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that said

instrument be duly admitted to probate as the Last Will and Testament of Camelia Gleason Becker a\k\a Camelia Ann Becker, deceased, and **ORDERED** to be recorded together with the proof thereof and all other papers on file relating to this proceeding. It is further **ORDERED** that petitioner pay the costs of this proceeding.

DONE this date, April 8, 2022.



Judge of Probate

LETTERS TESTAMENTARY

IN THE MATTER OF THE ESTATE OF:

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

**CAMELIA GLEASON BECKER a/k/a
CAMELIA ANN BECKER
Deceased**

CASE NO. 22BHM000876

LETTERS TESTAMENTARY

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

WITNESS my hand this date **8th day of April, 2022.**

(SEAL)



Judge of Probate

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

WITNESS my hand and seal of said Court this date, **April 8, 2022.**

Judge of Probate

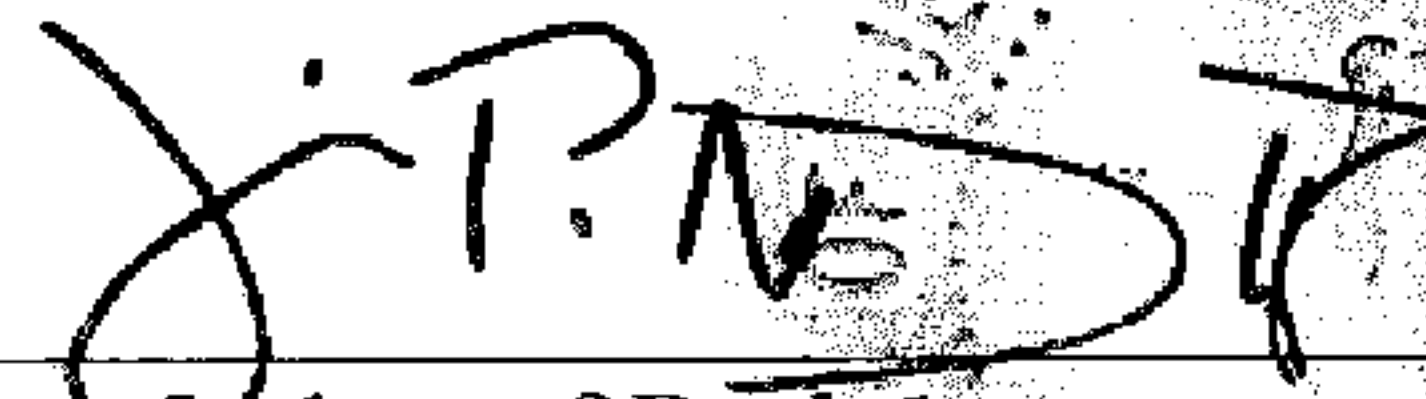
CERTIFICATE TO COPIES

**STATE OF ALABAMA
JEFFERSON COUNTY**

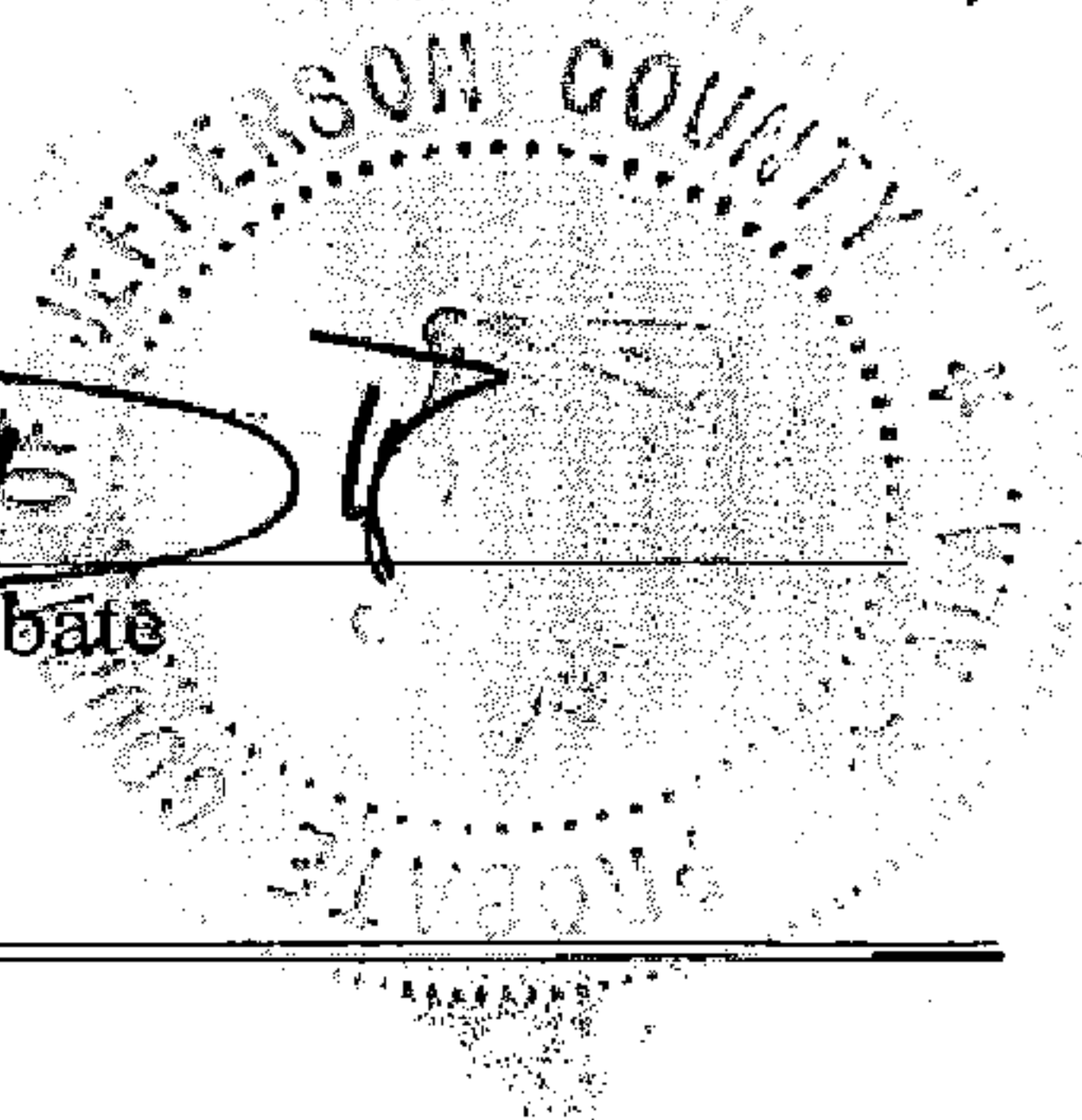
**PROBATE COURT
CASE NO. 22BHM000876**

I, **James P. Naftel II**, Judge of Probate, in and for said County in said State hereby certify that the foregoing contains a full, true and correct copy of **Petition For Probate of Will, Last Will and Testament, Order On Filing and Probating Last Will and Testament and Letters Testamentary** in the matter of, **Camelia Gleason Becker a/k/a Camelia Ann Becker**, deceased, as the same appears on file and of record, in this office.

Given under my hand and seal of said Court this date, **February 8, 2023.**



Judge of Probate



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/23/2023 12:58:57 PM
\$94.00 PAYGE
20230223000049390**

Allen S. Beal