

CERTIFICATION OF TRUST

This Certification of Trust is in lieu of a copy of the trust instrument pursuant to Code of Alabama §19-3B-1013.

1. The Last Will and Testament of James H. Foster (the "Will") was admitted to probate on March 21, 2002 by the Probate Court of Shelby County, Alabama, Case No. 42-183. Copies of the first page of the Will and the signature pages are attached as ***Exhibit "A"*** and made a part hereof by reference.

2. Pursuant to the terms of the Will, a trust was created thereunder and known as the Family Trust (the "Family Trust"), which is currently in existence. The Family Trust has not been revoked, modified, or amended in any manner that would cause the representations herein to be incorrect.

3. The settlor of the Family Trust was James H. Foster who died on December 23, 2001.

4. Pursuant to the terms of the Will, the settlor's spouse, Geraldine A. Foster, was named as the initial Trustee of the Family Trust. Geraldine A. Foster served as Trustee of the Family Trust until her death on November 22, 2022. Thereafter, pursuant to the terms of the Will, the settlor's children became the successor Trustees and are currently acting Trustees of the Family Trust. The current Trustees names and addresses are:

Dana Michelle Barber
400 Brandy Lane
Harpersville, AL 35078

Nancy Lynn Beggs
732 River Bend Circle
Talladega, AL 35160

5. The pages of the Will naming the successor Trustees to Geraldine A. Foster are attached as ***Exhibit "B"*** and made a part hereof by reference.

6. The page of the Will containing the Item entitled PROVISIONS FOR MULTIPLE FIDUCIARIES is attached as ***Exhibit "C"*** and made a part hereof by reference.

7. The pages of the Will containing the Item entitled TRUST POWERS are attached as ***Exhibit "D"*** and made a part hereof by reference.

8. The Family Trust is irrevocable.

9. The tax identification number of the Family Trust is 72-6218971.

10. The current names in which title to trust property may be taken or conveyed are:
a. "Dana Michelle Barber and Nancy Lynn Beggs, and any successors, as Trustees of the Family Trust under the Last Will and Testament of James H. Foster"; or
b. "Family Trust under the Last Will and Testament of James H. Foster".

Effective as of 3-13-23, 2023.

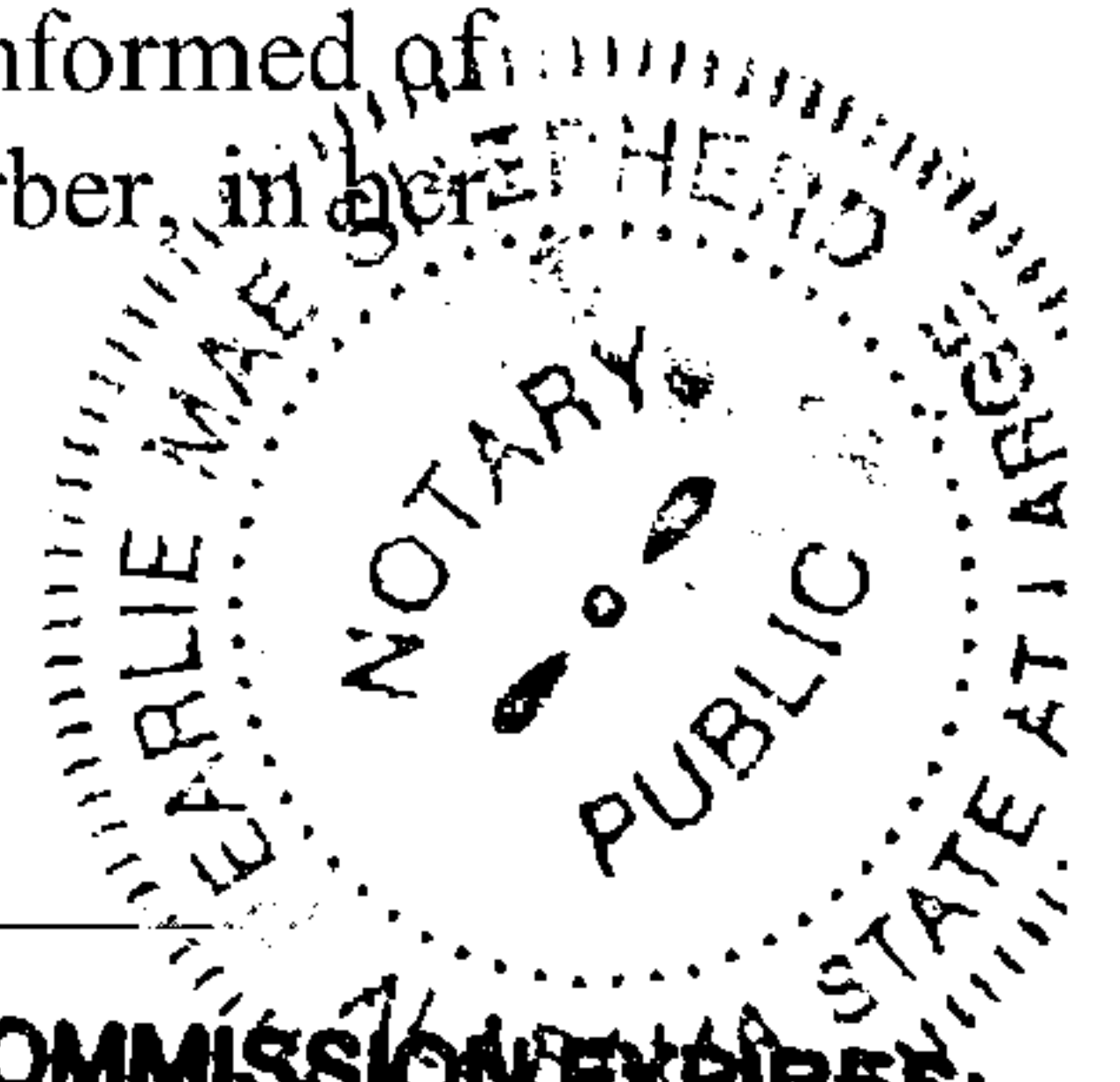
Dana Michelle Barber
Dana Michelle Barber, Co-Trustee

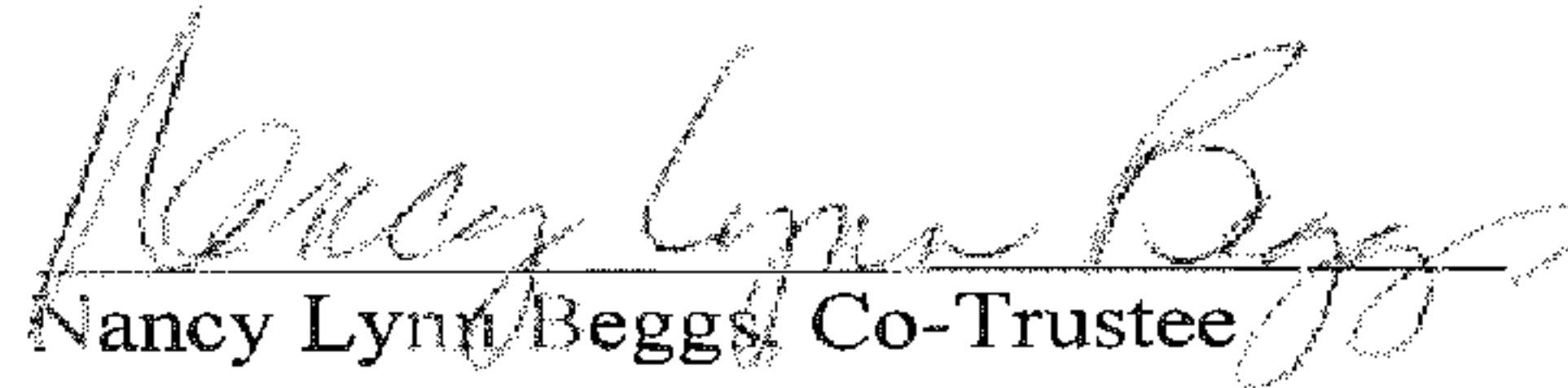
I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Dana Michelle Barber, whose name as a Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by Dana Michelle Barber, in her said capacity and with full authority, on the day the same bears date.

Given under my hand and seal on March 13., 2023.

[Signature]
Notary Public

My Commission Expires: JANUARY 28, 2025




Nancy Lynn Beggs, Co-Trustee

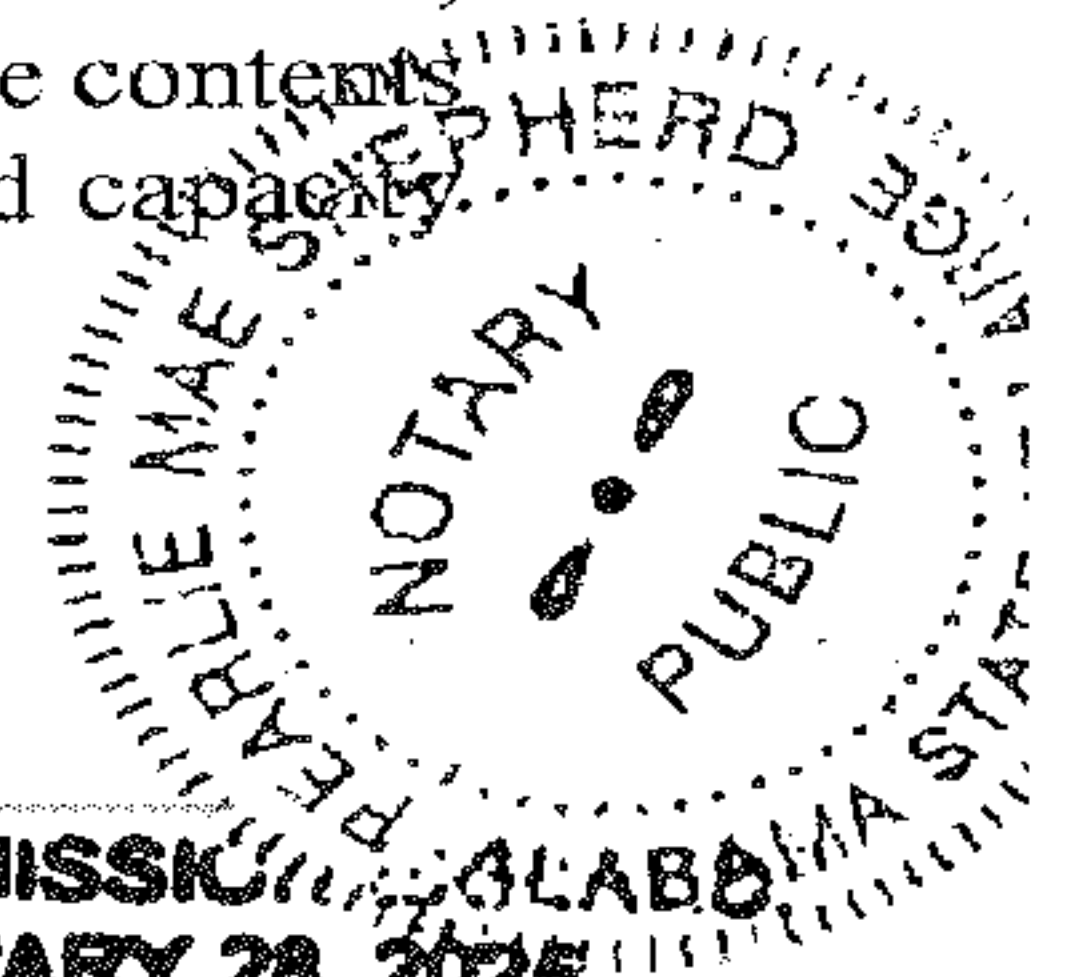
I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Nancy Lynn Beggs, whose name as a Trustee aforesaid is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed by Nancy Lynn Beggs, in her said capacity and with full authority, on the day the same bears date.

Given under my hand and seal on March 13,, 2021.


Notary Public

My Commission Expires:

MY COMMISSION EXPIRES: JANUARY 28, 2025



This Instrument Prepared by:
Kay O. Wilburn, Esq.
Dominick Feld Hyde, P.C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, AL 35205
(205) 536-8888

LAST WILL AND TESTAMENT

OF

JAMES H. FOSTER

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

ITEM I.

INTRODUCTION

My name is JAMES H. FOSTER. I am married to GERALDINE A. FOSTER, hereinafter sometimes referred to as my wife. As of the date of this Will, I have three (3) children, whose names are SHERRY ANITA FOSTER, NANCY LYNN BEGGS, and DANA MICHELLE BARBER. Except as otherwise provided in Item VI below, I intentionally make no provision in my Will for my daughter, SHERRY ANITA FOSTER, and direct that my Will be interpreted as if she predeceased me with no descendants of her living. I make this direction not for any lack of affection but because she suffers from a mental disability and is unable to manage property effectively. For the purposes of this Will, references to my "children" shall mean NANCY LYNN BEGGS and DANA MICHELLE BARBER.

ITEM II.

PERSONAL PROPERTY

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

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

EXHIBIT "A"

that any trust estate created under this Will consisting of stock in a S corporation shall qualify as either a Qualified Subchapter S Trust within the meaning of Section 1361(d) of the Code or an Electing Small Business Trust within the meaning of Section 1361(e) of the Code. The Personal Representative shall have the power, exercisable in its discretion, to amend the terms of such trust to the extent the Personal Representative determines necessary or desirable to cause such trust to so qualify; provided, however, that the Personal Representative shall not exercise this discretion in a manner which is inconsistent with my overall testamentary objectives. The Personal Representative may exercise or release this power within five (5) years after my death and shall not be required to exercise it and shall have no liability for releasing it or failing to exercise it.

ITEM XVIII.

SIMULTANEOUS DEATH

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

ITEM XIX.

DEFINITIONS

A. The terms "issue", "descendants" and "lineal descendants" are intended to include any persons heretofore or hereafter born or adopted by any descendant of mine, and my children as defined in ITEM I of my Will, but any person who is adopted on or after the age of twenty-one (21) years, and the descendants of such adopted person, are intended to be excluded from these terms.

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

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

IN WITNESS WHEREOF, I, JAMES H. FOSTER, the Testator, sign my name to this, my Last Will and Testament, on this 6 day of Feb, 2001, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the

purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

James H Foster
JAMES H. FOSTER

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly (or willingly directs another to sign for him), 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 (18) years of age or older, of sound mind and under no constraint or undue influence.

Katherine D. Wilkins
Quiana Kay Still

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public in and for the State of Alabama at Large, by JAMES H. FOSTER, the Testator, and subscribed and sworn to before me by Katherine D. Wilkins and Quiana Kay Still, witnesses, this the 6th day of January, 2001.

Michelle S. Herring
Notary Public
My Commission Expires: 4-7-04

(NOTARIAL SEAL)

ITEM IX.

APPOINTMENT OF TRUSTEE

A. I appoint GERALDINE A. FOSTER to serve as Trustee. If GERALDINE A. FOSTER shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Trustee, then I appoint NANCY LYNN BEGGS and DANA MICHELLE BARBER, or the other or survivor of them, to serve as Trustee hereunder.

B. Any Trustee may resign at any time by giving sixty (60) days written notice to the beneficiary or beneficiaries to whom the current income may or must be distributed. If upon the resignation of a Trustee no successor Trustee hereunder is able and willing to serve, the majority of the adult beneficiaries, the parents, conservators or legal guardians of any minor beneficiaries, and the conservators or legal guardians of any incompetent beneficiaries shall substitute for such Trustee any bank or trust company authorized to accept and administer trusts. If a successor Trustee is not appointed as provided hereinabove within ninety (90) days after receipt of notice of such resignation by the person entitled to make such appointment of a successor Trustee, then the Trustee wishing to resign may petition a court of competent jurisdiction for the appointment of a successor Trustee and the judicial settlement of such Trustee's account.

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

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

E. I direct that any Trustee serving hereunder shall be entitled to receive fair and reasonable compensation for services rendered in such capacity.

ITEM X.

REDESIGNATION AND REMOVAL OF TRUSTEE

~~Notwithstanding anything herein to the contrary, my wife shall have the right to rearrange the order in which the successor Trustee named herein shall serve, and/or to substitute for any successor Trustee any individual, or any bank or trust company authorized to accept and administer trusts. If my wife should so redesignate any successor Trustee who has not at that time commenced serving as Trustee, then such redesignation~~

ITEM XIII.**PROVISIONS FOR MULTIPLE FIDUCIARIES**

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

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

ITEM XIV.**PAYMENT OF TAXES AND EXPENSES**

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

B. All remaining death taxes which are payable with respect to the property comprising my gross estate for federal estate tax purposes, whether or not such property passes under this Will, shall be allocated as set forth hereinafter among the beneficiaries of my probate estate who have received or will receive any property, interest or benefit under the terms of this Will, by operation of law, through life insurance policies or otherwise, either at my death or at any time during my life, but only to the extent that such property, interest or benefit is included in my gross estate for federal estate tax purposes. Except as otherwise provided herein, such allocation shall be made in the proportions that the value of the property, interest and benefits of each such beneficiary (excluding any property, interest or benefits from which death taxes were recoverable under paragraph

A of this Item) bears to the total value of the property, interest and benefits received by all such beneficiaries (excluding any property, interest or benefits from which death taxes were recoverable under paragraph A of this Item); provided, however, that such allocation shall not be made among those beneficiaries of devises (i) which qualify for the federal estate tax marital or charitable deductions, (ii) which are described in the Item of this Will entitled PERSONAL PROPERTY or (iii) to the greatest extent possible, which have an inclusion ratio of zero (0) for generation-skipping transfer tax purposes. Where I have referred to the "value" of any property, interest, or benefit, I intend such reference to mean the value of such property as finally determined for federal estate tax purposes in my estate.

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

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

ITEM XV.

TRUST POWERS

The Trustee shall hold and manage the trust or trusts and all shares thereof, with all of the powers and authority the Trustee would have if the Trustee was the absolute owner thereof, including but not limited to the following powers:

1. To collect the income therefrom.
2. To compromise, 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, and property which is unproductive of income (such as art work and collections), without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principals of investment diversification, so long as the Trustee shall consider the retention for the best interests of the trust; provided, however, that if unproductive property is retained, then upon the sale, exchange or other disposition of such property, the Trustee shall make such reasonable apportionment of the proceeds between income and principal as will compensate for the loss of income during the period of retention of such unproductive property.

4. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for a less period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of, all of any portion of the trust, in such manner and upon such terms and conditions as the Trustee may approve.

5. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, mutual funds (including those managed or advised by the Trustee), securities, partnerships (whether general, limited or special), interests as members in limited liability companies or other property, real or personal, or to purchase options for such purposes, or to exercise options (including, without limitation, stock options), rights, or warrants, to purchase securities or other property, as to the Trustee may seem suitable and to make temporary investments in securities of the United States or any agency thereof, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.

6. To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting.

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 or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its charter or name, to appoint directors 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 Trustee's 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, dedicate or adjust the boundaries as to any such property.

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

and such other instruments or agreements in connection therewith as the Trustee deems necessary or desirable.

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

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

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

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

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

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

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

18. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the Trustee may deem just and equitable; provided, however, that the Trustee shall have the power and discretion to adjust between principal and income which is contained in section 104 of the Alabama Principal and Income Act, as from time to time amended; provided further, that (i) in no event shall the Trustee exercise such power in any manner that would deprive my spouse of income of the trust named for my spouse to which my spouse is entitled under state law, and (ii) any proceeds received by the Trustee from any "retirement plan", meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the Trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the Trustee shall be treated by the Trustee as income when received.

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

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

21. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions under this Will, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security of property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, considering both equality of distribution and federal income tax basis of trust assets, as the Trustee may deem proper; and to that end, may appraise any or all of the property to be allotted, and the judgement of the Trustee as to the propriety of such allotment and as to the relative value and basis for the purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof. In allocating, transferring and assigning to any beneficiary, property, or interests in property, in order to equal the total value of a pecuniary gift made to any beneficiary under the terms and provisions hereunder, I caution the Trustee to investigate the income tax impact, if any, that might result to my estate in allocating, transferring and assigning to such beneficiary for such purposes any asset belonging to my estate which would constitute "Income in Respect of Decedent" pursuant to the then applicable provisions of the Code, and regulations pertaining thereto.

22. 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.

23. To receive any property, real or personal, to be added to the trust, if the Trustee consents in writing, from any person, by lifetime or testamentary transfer or otherwise.

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

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

b. the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health; or

c. other matters relating to environmental laws.

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

26. The Trustee shall have the power, in order to protect the assets held in any trust created hereunder, to take any and all action it shall reasonably deem necessary, in its sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in trust related to the generation, use, treatment, transportation, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by

a federal, state or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the fiduciary from trust assets. If the beneficiaries, or the parent, guardian or conservator of any minor beneficiary, of the trust for any reason fail to pay for or authorize payment of such costs from trust assets, the fiduciary shall be entitled nonetheless to use trust assets to pay such costs or, in its sole discretion, to resign in accordance with the provisions herein regarding the resignation of the fiduciary.

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

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

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

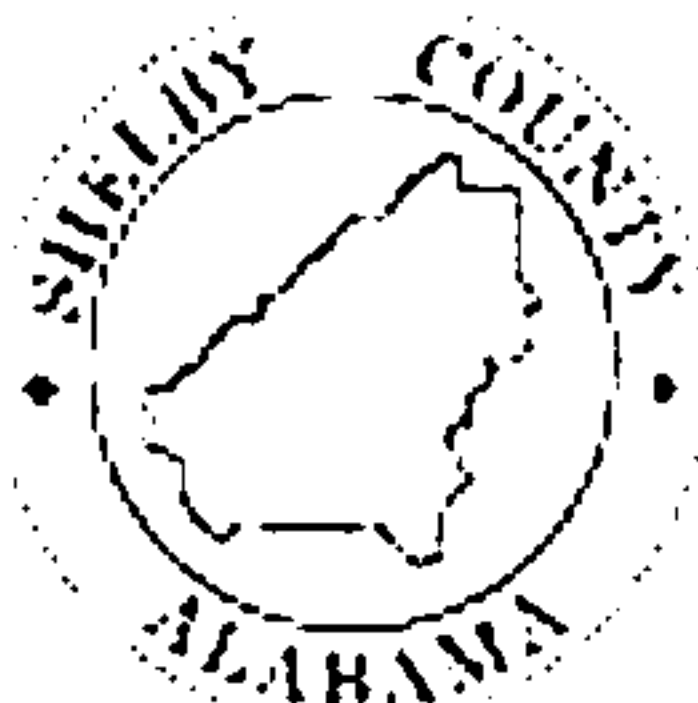
The powers granted in this Item shall be in addition to those granted by law and may be exercised after termination of all trusts or shares hereunder until the actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities. The Trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certification of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

ITEM XVI.

MISCELLANEOUS

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

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



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/08/2023 10:27:30 AM
 \$15.00 PAYGE
 20231108000328340

Allen S. Bayl