LAST WILL AND TESTAMENT

OF

CHARLES FRED EDGERTON

(PHOTOCOPY)

Date Signed:

September 23, 2021

Original Copy is located at:

Prepared By:

JENNIFER S. TAYLOR
Attorney at Law
THE ALABAMA ELDER CARE LAW FIRM
200 Office Park Drive
Ste 303
Mtn Brook, Alabama 35223
205-390-0101

LAST WILL AND TESTAMENT

OF

CHARLES FRED EDGERTON

I, **CHARLES FRED EDGERTON**, a resident of Shelby County, Alabama, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

INTRODUCTORY PROVISIONS

1.A. **Family**. I am married to PEARL JANE EDGERTON and all references to "my wife" or to "Jane" shall be to her. We have one child of this marriage now living; namely, LORIAHN EDGERTON HARDEN. I also have a deceased child; namely, Joshua L. Edgerton.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other child of mine and/or the issue of such child, if any and however defined by law, presently living.

1.B. **Definition of "Code"**. As used in this Will, the term "Code" when not accompanied by any other defining references refers to the Internal Revenue Code of 1986 (as separately published as Title 26 of the U.S. Code), as amended, and to any regulations pertaining to the referenced sections; all of which I specifically incorporate in my Will by this reference.

1.C. **Definition of "Issue"**. As used in this Will, the term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and to children born outside of a lawful marriage only if a parent/child relationship (as determined under Alabama law) existed between such child and his or her parent, living or deceased, who was a beneficiary hereunder. A child in gestation who is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation.

1.D. **Definition of "Per Stirpes"**. Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner.

1.E. **Property**. I confirm to Jane her one-half interest in any of our jointly owned property, with or without the necessity of probate administration or other court order, at the discretion of Jane. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by Jane and me (other than any property held in joint tenancy with Jane at the time of my death).

ARTICLE TWO

NOMINATION OF FIDUCIARIES

2.A. **Executors**. I nominate my wife JANE as Executor of my Will. If she fails to qualify or ceases to act, I nominate my daughter LORIAHN HARDEN, 1534 Harmony Grove Church Rd., Acworth GA 30101, as successor Executor of my Will. The term "my Executor" as used in this Will shall include any personal representative of my estate.

2.B. **Appointment of a Special Executor and Appointment of a Successor Executor.**

(1) If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate to my Executor within the meaning of §672(c) of the Code to act as a substitute or special Executor for such purpose and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

(2) If a nominated Executor wishes to decline appointment and no other nominated Executor pursuant to Paragraph 2.A. is then available or willing to act, such declining Executor shall have the power to nominate a successor Executor to act in such declining Executor's place and stead with all of the same powers as are hereinafter set forth.

2.C. **Trustee**. As Trustee for all trusts created hereunder, I nominate my wife JANE. If she fails to qualify or ceases to act, I nominate my friend JENNIFER S. TAYLOR, 255 Brookside Lane, Odenville, AL 35120, as successor Trustee.

2.D. **No Bond or Inventory Required.** No bond or inventory shall be required of any person or institution named, or subsequently appointed, as a fiduciary under this Article Two.

ARTICLE THREE

DISTRIBUTION PROVISIONS

3.A. **Payment of Estate Expenses**. My Executor may pay from my Estate all debts which are then due and enforceable against my Estate, the expenses of my last illness, the expenses of my final disposition without regard to statutory limitation or the necessity of prior court approval, the expenses of administering my Estate, and all death taxes and governmental charges imposed upon and made payable from my Estate under the laws of the United States or of any state or country by reason of my death.

3.B. **Tangible Personal Property**. I give my tangible personal property to Jane; provided however, if she shall not survive me, I give such of my tangible personal property in accordance with any written instructions left by me and the remainder of the personal property, or all of it if no such instructions are left, to the residue of my estate. I may leave a memorandum of instructions expressing my wishes with respect to the disposition of certain articles of my tangible personal property. It is my hope and expectation that any wishes so expressed will be followed, although I understand that no such memorandum will change the nature of this gift which is absolute. I direct that all costs of safeguarding, insuring, storing and delivering my tangible personal property to the beneficiaries entitled thereto be paid out of my Estate as an expense of administration.

3.C. **Confirmation of Co-Ownership and/or Joint Tenancy**. I hereby confirm that all assets held in my name and the name of Jane as "Tenants by the Entirety" and/or as "Joint Tenants" and/or as "Joint Tenants with Rights of Survivorship" are to pass in their entirety to Jane if I shall predecease her.

3.D. **Distribution to Jane**. I give my Estate (consisting of the rest, residue and remainder of my property, real, personal and mixed, of every kind and description, and wherever located, including all benefits payable to my Estate as a result of my employment and all lapsed or void legacies or devises, but excluding any property over which I shall have any power of appointment) to Jane.

3.E. **Contingent Disposition if Jane Predeceases Me.** If Jane should die before me, or in the event of the disclaimer by Jane of any bequest to her under this Will, my Estate shall be distributed in the following manner:

(1) My principal residence located at 114 Meadow View Circle, Pelham, Alabama, and any other real estate I may own at my death, shall be distributed to my daughter LORIAHN EDGERTON HARDEN, free of any encumbrances and liens. If she is not living at the time of distribution, this property shall be distributed to her then-living issue, per stirpes; provided however, if no issue of said beneficiary shall then be living, the property (or the net sale proceeds of the property) shall be distributed in the manner hereinafter set forth for the distribution of my Estate.

(2) The remainder of my Estate shall be divided into three (3) equal shares; one share shall be allocated for my grandson LEVI EVEREST HARDEN; one share shall be allocated for my grandson REEVES EDGE HARDEN and one share shall be allocated for my granddaughter LONDYN EVERLEIGH HARDEN. Each share shall thereafter be held, administered and distributed as follows:

(a) For each of the above-named beneficiaries then-living, the principal of that beneficiary's share, plus the accrued income of such share, shall be distributed to the beneficiary for whom such share is allocated.

(b) In the event of the death of any beneficiary for whom a share was allocated and who is survived by issue, such beneficiary's share shall be distributed, in the manner hereinbelow set forth, to the then-living issue, per stirpes, of the beneficiary so dying. In the event of the death of any beneficiary for whom a share was allocated and who is not survived by issue, the deceased beneficiary's share shall be distributed equally to the other shares allocated under this subparagraph.

(c) If any share or portion of a share is ever distributed to the issue of the above-named, the Trustee (as hereinabove nominated) shall hold, administer and distribute such beneficiary's share in the following manner:

(i) As to each share so set aside, the Trustee shall pay over to, or apply for the benefit of said beneficiary for whom such share shall be set aside so much of the net income and/or principal of such share as the Trustee, in the Trustee's discretion, shall deem advisable for said beneficiary's health, education, support, maintenance and welfare. Any income not so distributed shall be added to principal. When each such beneficiary shall attain the age of twenty-one (21) years, the Trustee shall pay to said beneficiary the net income of his or her share on a quarter-annual or more frequent basis. The Trustee shall continue to have the right to apply for the benefit of said beneficiary as much of the principal of said beneficiary's share as the Trustee, in the Trustee's discretion, shall deem advisable for said beneficiary's health, education, support, maintenance and welfare.

(ii) The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of twenty-five (25) years, so much of the principal of the share set aside for such beneficiary as he or she shall request in writing at any time or times; provided however, that the aggregate of all such payments of principal so made to such beneficiary prior to his or her attaining the age of thirty (30) years shall not exceed one-third of the value of the share set aside for him or her at the time of the setting aside of such share; provided further that the aggregate of all such payments of principal so made to such beneficiary prior to his or her attaining the age of thirty-five (35) years shall not exceed two-thirds of the value of the share set aside for him or her at the time of the setting aside of such share. The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of thirty-five (35) years, so much of the remaining principal of the share set aside for such beneficiary as he or she shall request in writing at any time or times.

(iii) In the event of the death of any beneficiary while any undistributed part of his or her share shall then be held in trust hereunder, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said deceased beneficiary's then-living issue, per stirpes. If said deceased beneficiary is not survived by issue, the Trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said beneficiary's then-living brothers and sisters, if any, and, if none, equally to the other shares allocated under this subparagraph.

(3) It is my intention to provide for my daughter, LORIAHN EDGERTON HARDEN, via beneficiary designations on various accounts outside my probate estate.

ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Executor**. My Executor shall have all of the powers now or hereafter conferred on my Executor by Title 43 of the Code of Alabama and any powers enumerated elsewhere in this Will.

4.B. **Real Estate**. In addition to the general powers above set forth, I specifically authorize and empower my Executor to take possession and control of my real estate and to sell my real estate at public or private sale with the minimum court supervision possible. My Executor may retain all interests that I may own in any real estate that my Executor shall determine to have been held primarily for investment at my death, even if it otherwise would be a speculative or inappropriate investment.

4.C. **Electronic Communications and Digital Assets**. My Executor shall have the power to exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my Executor determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my Executor to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act and any other federal, state or international law; and, to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this Will.

4.D. **Special Distributions Options**. If any income and/or principal of my Estate hereunder ever vests outright under the provisions of this Will in a person not yet twenty-one (21), or a person who suffers from substance abuse, or a person who my Executor determines is incapacitated, or a person whose financial circumstances are such that failure to delay distributions will actually reduce the benefits to such person, then my Executor, in my Executor's discretion and without supervision of any court, shall distribute such income and/or principal to the above-named Trustee to hold in trust for the benefit of such person in the manner hereinbelow set forth in Article Five

4.E. **Liability**. Unless due to such Executor's own willful default or gross negligence, no Executor shall be liable for such Executor's acts or omissions nor those of any co-Executor or prior Executor.

4.F. **Court Supervision**. My Estate may be managed, administered, distributed, and settled without Court supervision to the maximum extent permissible by law.

ARTICLE FIVE

TRUST ADMINISTRATION

5.A. **Trustee Defined**. Reference in this instrument to the "Trustee" shall be deemed a reference to whoever is serving as Trustee or co-Trustees, and shall include alternate or successor Trustees or co-Trustees, unless the context requires otherwise. In the event any successor Trustee hereunder is precluded by any other provision of this Will or by the laws of any state from acting as a Trustee in such state, such successor Trustee may appoint a "Special Trustee" qualified to act and may delegate to such Special Trustee the exercise of all or any of the powers conferred upon a Trustee hereunder. A Special Trustee shall in no way be responsible for the matters not delegated to it. Any appointment of a Special Trustee and the delegation of powers to such Special Trustee shall be made by a written, acknowledged instrument.

5.B. **Compensation of Trustees**. A Trustee shall be entitled to receive, out of the income and principal of the trust fund, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be a reasonable fee based on the time and effort of the Trustee, payable without court order. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust fund without any duty to seek reimbursement from the interest not charged.

5.C. **Procedure for Resignation**. Any Trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to any other Trustee then acting to any persons authorized to designate a successor Trustee, to all living trust beneficiaries known to the Trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary), and to the successor Trustee. A resignation shall be effective on written acceptance of the trust by the successor Trustee.

5.D. **General Powers of Trustee**. To carry out the purposes of any trust created under this Will, and subject to any limitations stated elsewhere in this Will, the Trustee shall have all of the powers enabled by the Alabama Uniform Trust Code (as though such powers were set forth herein) and, in addition, the Trustee shall have all of the following powers:

(1) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property, whether real property or personal property, whether tangible or intangible, for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased;

(2) Engage in any transactions with the personal representative of my Estate that are in the best interest of any trusts under this Will;

(3) Manage, control, improve, and maintain all real and personal trust property;

(4) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration;

(5) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the Trustee deems advisable;

(6) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the Trustee in the management of any trusts created under this Will, and compensate them from the trust property;

(7) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the Trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the Trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers;

(8) Hold securities or other trust property in the Trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery;

(9) Deposit securities in a securities depository that is either licensed or exempt from licensing;

(10) Borrow money for any trust purpose from any person or entity on such terms and conditions as the Trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the Trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the Trustee;

(11) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the Trustee deems advisable to protect the trust property against damage or loss, and to protect the Trustee against liability with respect to third persons;

(12) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument;

(13) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust;

(14) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration;

(15) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the Trustee in the performance of the Trustee's duties, and employ and compensate attorneys, advisers, and other agents as the Trustee deems advisable; and,

(16) Accept additions to any trusts created by this Will, from any source and at any time; all such additions shall become a part of the trust and shall be held, administered, and distributed in accordance with the terms of the trust.

5.E. **Power to Retain Trust Property**. The Trustee shall have the power to retain property received into the trust at its inception or later added to the trust, without regard to whether the trust investments are diversified, until, in the judgment of the Trustee, disposition of the property should be made.

5.F. **Power to Invest**. The Trustee shall have the power to invest in and acquire every kind of property, real, personal, or mixed, and every kind of investment, including but not limited to improved and unimproved real property, interests in Limited Liability Companies; corporate and government obligations of every kind, stocks (both preferred and common), shares of mutual funds of any character, shares of investment companies, interest-bearing accounts, and foreign assets. The Trustee is under no duty to diversify investments; these powers shall be construed as expanding the "standards of care" rule of Title 43 of the Code of Alabama or in the Uniform Prudent Investor Act (as it may otherwise apply).

5.G. **Power Over Unproductive Property**. The Trustee shall have the power to retain or acquire unproductive or underproductive property.

5.H. **Power to Self-Deal**. The Trustee, acting as an individual or as a Trustee of a non-testamentary trust, shall have the power to perform the following acts with respect to the property of any trust under this Will: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; borrow funds from or lend or advance funds to the trust, with interest at then-prevailing rates, and give or receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a Trustee.

5.I. **Combining Multi-Trust Property**. Each trust created under this Will shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

5.J. **Division or Distribution in Cash or in Kind**. In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the Trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.

5.K. **Spendthrift Clause**. The interests of each trust beneficiary under this Will are not transferable by voluntary or involuntary assignment or by operation of law, and shall be free from the claims of creditors and from attachment, execution, bankruptcy, and other legal process to the maximum extent permitted by law. The rights of trust beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney-in-fact, or others. IT IS MY INTENT THAT THE PRECEDING SPENDTHRIFT CLAUSE AND THE PROTECTIONS IT PROVIDES BE CONSIDERED A MATERIAL PURPOSE OF ANY TRUST CREATED HEREUNDER.

5.L. **Special Distributions**. If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Will in a person not yet twenty-one (21), a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated or whose financial circumstances is such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, may hold or distribute the distribution for such person (hereinafter "the beneficiary") in accordance with the following provisions:

(1) Under Age Twenty-One. If a beneficiary is under the age of twenty-one (21) and no other provision of this trust specifically addresses this possibility, the Trustee may either

open a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian or the Trustee may hold such beneficiary's distribution in a separate trust for such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Will, on the following terms and conditions:

(a) The Trustee may accumulate or distribute to or for such beneficiary such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. The Trustee may make such distributions to or for the benefit of such beneficiary: (i) directly to the beneficiary; (ii) on behalf of the beneficiary for the beneficiary's exclusive benefit; (iii) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian; (iv) in any form of an annuity; and, (v) to such beneficiary's guardian if one has been appointed by the Court. The receipt for distributions by any such person shall fully discharge the Trustee. In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, trust resources and the future needs of the beneficiary during the term of the trust.

(b) This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21), dies, or when the trust assets are exhausted by discretionary distributions. At such termination, the Trustee shall distribute the trust then on hand to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) Substance Abuse Dependence. If the Trustee reasonably believes that a beneficiary of any trust created under this Will is a person who routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance; or, is a person who is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board-certified medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and, if the Trustee reasonably believes that, as a result of the use or consumption, the beneficiary is incapable of caring for himself or herself or is likely to dissipate the beneficiary's financial resources, the Trustee shall follow the procedures set forth below.

(a) The Trustee will request the beneficiary to submit to one or more examinations (both physical and psychological) determined to be appropriate by a board-certified medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee will maintain strict confidentiality of those results and will not disclose those results to any person other than the beneficiary without the beneficiary's written permission. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

(b) If, in the examining doctor's or psychiatrist's opinion, the examination indicates current or recent use of a drug or substance as described above, the beneficiary will consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee will pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary.

(c) If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and, in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

(d) While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion and those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support.

(e) When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me.

(f) It is not my intention to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be indemnified from the trust for any liability in exercising its judgment and authority under this Will, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

(3) Special Needs Trust. If the Trustee reasonably believes that a beneficiary of any trust created under this Will is a person who is incapacitated, or is a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, the Trustee shall hold the distribution for such beneficiary in further trust hereunder (hereinafter referred to as the "Discretionary Trust") on the following terms and conditions:

(a) The primary purpose of this Discretionary Trust is to provide a supplemental and emergency fund to supplement any public benefits available to such beneficiary during his or her lifetime. It is my intent that the assets of this Discretionary Trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this Discretionary Trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this Discretionary Trust were to be applied so as to cause such beneficiary's eligibility for public benefits to be terminated, it is likely that the Discretionary Trust would be depleted before his or her death and the purpose of this Discretionary Trust could not then be fulfilled.

(b) Until such beneficiary is, in the Trustee's judgment, no longer incapacitated, or such beneficiary's financial situation has changed significantly, the Trustee shall pay over to or for the benefit of such beneficiary as much of the net income and as much of the principal of this Discretionary Trust, up to the whole thereof, as the Trustee, in the Trustee's discretion, from time to time deems necessary or advisable for the satisfaction of such beneficiary's special needs. For this purpose, "special needs" refers to the requisites for maintaining such beneficiary's good health, comfort, safety, and welfare when, in the discretion of the Trustee, those requisites are not being provided for by any county, state, federal, or other governmental agency, or by any person or persons with a legal obligation to support such beneficiary. "Special needs" shall include, but not be limited to, medical and dental care, special equipment, programs of training, education, rehabilitation, travel needs and recreation not provided for or reimbursed by public benefits. The Trustee shall consult with any guardian, conservator, custodian, or other person who cares for such beneficiary regarding his or her special needs. Expenditures made by the Trustee under this section may include reasonable compensation to any person who provides for the special needs of such beneficiary as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order.

(c) It is my intent that any payments or distributions from this Discretionary Trust to or for the benefit of such beneficiary shall supplement (but not replace) any public benefits or other private resources available to him or her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for such beneficiary's benefit, and shall segregate any public benefits received by the Trustee for that purpose in a separate trust or account and administer the same for the benefit of such beneficiary. All public benefits received by the Trustee for that purpose, together with any other resources available to such beneficiary, shall be taken into account by the Trustee in making payments or distributions to or for the benefit of such beneficiary. The Trustee shall regularly consult with such beneficiary and any persons or entities providing care or assistance to such beneficiary for the purpose of determining such beneficiary's needs and resources. The Trustee shall not exercise the Trustee's discretion to make any payments or distributions to or for the benefit of such beneficiary if the Trustee determines, in the Trustee's discretion, that public benefits, private resources, or a combination of public benefits and private resources are reasonably available to such beneficiary to satisfy those needs.

(d) No part of the income or principal of this Discretionary Trust shall be used to replace or supplant public benefits of any county or any state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities or conditions that are the same as or similar to those of such beneficiary. For purposes of determining such beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Trust Estate as a whole or this Discretionary Trust shall be considered available to him or her, and he or she shall have no right to compel the Trustee to release principal or income to him or her or for his or her benefit or otherwise to have any access to any of the assets of this Discretionary Trust. In the event that the Trustee is requested to release principal or income of this Discretionary Trust to or on behalf of such beneficiary to pay for any equipment, medication, services, or any other needs that any public benefits would be authorized to provide for were it not for the existence of this Discretionary Trust, or in the event that the Trustee is requested to petition any court or any administrative agency for authorization to release principal or income for any purpose of that kind, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue the eligibility of such beneficiary for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the principal of this Discretionary Trust is not available to such beneficiary for purposes of determining his or her eligibility for any public benefits. Any expenses of the Trustees in this regard, including reasonable attorney's fees, shall be a proper charge to this Discretionary Trust.

(e) If any payment or distribution from this Discretionary Trust to or for the benefit of such beneficiary would have the effect of disqualifying him or her for any public benefits, or if all income of this Discretionary Trust cannot be completely utilized for his or her special needs, the Trustee shall accumulate the trust income annually and add it to principal.

(f) The discretion of the Trustee shall not be subject to review by such beneficiary, his or her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of this Discretionary Trust or if any change in any law, regulation or rule relating to this Discretionary Trust or the administration of this Discretionary Trust for the benefit of such beneficiary should at any time have the effect of disqualifying him or her for any public benefits, or if such beneficiary, his or her creditors and/or any governmental agency shall ever bring any court action to force or require the Trustee to distribute to or for the benefit of such beneficiary a greater amount of income and/or principal than the Trustee, in the Trustee's discretion, has determined to be appropriate, the Trustee is authorized (but not required) to terminate this Discretionary Trust and distribute the trust principal and income as provided in subsection (g); I request that any person who takes any part of the assets of this Discretionary Trust as the result of this termination power, conserve and manage such property for the benefit of such beneficiary during his or her lifetime to insure that he or she receives sufficient funds for his or her living needs when public benefits are unavailable or insufficient to satisfy those needs. This request is precatory, however, and is not mandatory.

(g) At such beneficiary's death, the Trustee shall distribute this Discretionary Trust, as then constituted, in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me.

(4) <u>Creditor's Claims and Divorce</u>. In the event a beneficiary of any trust created under this Will has a judgment or other creditor's claim pending or outstanding or is in the process of a marital dissolution, the Trustee may, in the Trustee's sole discretion, suspend any mandatory distributions and withdrawal rights until such time as the marital dissolution is completed or the judgment or other creditor's claim has been addressed so as not to deplete the assets of the beneficiary's trust. While mandatory distributions and withdrawal rights are suspended, the trust for such beneficiary will be administered as a discretionary trust to provide for the beneficiary according to those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me.

(5) Tax Savings Provisions. Notwithstanding the provisions of the preceding subparagraphs or any other provision of my Will, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration of Trusts.

5.M. **Trustee's Liability**. No Trustee shall be liable to any interested party for acts or omissions of that Trustee, except those resulting from that Trustee's willful misconduct or gross negligence. This standard shall also apply regarding a Trustee's liability for the acts or omissions of any co-Trustee, predecessor Trustee, or agent employed by the Trustee.

5.N. **Written Notice to Trustee**. Until the Trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

5.O. **Duty to Account**. The Trustee shall render accounts as frequently as is required by Alabama law, at the termination of a trust, and on a change of Trustee, to the persons and in the manner required by law, except as such reporting shall be waived by such person. If the persons entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If the persons entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative. Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including those who are not known or who are not yet born. The records of the Trustee shall be open at all reasonable times to such inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

5.P. **Maximum Duration of Trusts**. Regardless of any other provision herein, the maximum duration for any trust created hereunder is the longest period that property may be held in trust under the applicable statutes of the state then governing the situs of administration of the trust. If, under those rules, such maximum duration of a trust must be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon my death, or at such other time that the application of such rules limiting the duration of a trust is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this Will (as hereinafter named) alive at my death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust to the person or persons then entitled to receive the net income.

ARTICLE SIX

CONCLUDING PROVISIONS

6.A. **Definition of Death Taxes**. The term "death taxes" as used in this Will shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in my Estate or by reason of my death, including penalties and interest, but excluding any additional tax that may be assessed under §2032A of the Code.

6.B. **Payment of Death Taxes**. Death taxes shall be prorated and apportioned among the persons interested in that property as provided by the laws of the State of Alabama, whether or not such property is inventoried in my probate estate.

6.C. **Simultaneous Death**. If any beneficiary under this Will (excluding Jane) and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly. If Jane and I should die under such circumstances as would render it doubtful as to which of us died first, then it shall be conclusively presumed for the purposes of this Will that I survived Jane.

6.D. **Period of Survivorship**. For the purposes of this Will, a beneficiary (excluding Jane) shall not be deemed to have survived me if that beneficiary dies within three (3) months after my death.

6.E. **Guardian Ad Litem**. I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

6.F. **Beneficial Interests**. The interest of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

6.G. **No-Contest Provision**. To the extent permitted under the laws of the State of Alabama, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

(1) Directly contests, without probable cause, in any court the validity of my Will;

(2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void;

(3) Seeks otherwise to set aside my Will or any of its dispositive provisions;

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my Estate on the grounds that such property was not mine at the time of the transfer or at the time of my death; and/or,

(5) Files a creditor's claim against my Estate or prosecutes an action against my Estate for any claim for damages or services alleged to have been incurred during my lifetime (this subparagraph shall not apply to a creditor's claim filed by a beneficiary solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of my Estate or for sums advanced for the payment of my last illness and/or funeral expenses).

My Executor is hereby authorized to defend, at the expense of my Estate, any contest or other attack of any nature on my Estate, this Will or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a "contest" shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.

6.H. **Captions**. The captions appearing in this Will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this Will.

6.I. **Severability Clause**. If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

6.J. **Governing Law**. All questions concerning the validity and interpretation of this Will shall be governed by Title 43 of the Code of Alabama.

I, CHARLES FRED EDGERTON, the testator, sign my name to this instrument on September 23, 2021, and being first duly sworn, do hereby declare to the undersigned authority and the undersigned witnesses 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 of legal age, of sound mind, and under no constraint or undue influence.

CHARLES FRED EDGERTON

We, JENNIFER S. TAYLOR and NATALIE B. CHORAN, the witnesses, sign our names to this instrument, and, being first duly sworn, do hereby declare to the undersigned authority that CHARLES FRED EDGERTON, the testator, signs and executes this instrument as his Last Will and Testament and that the testator 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 of legal age, of sound mind, and under no constraint or undue influence.

Jennifer S. Taylor
JENNIFER S. TAYLOR

200 Office Park Drive
Mtn Brook, Alabama

Natalie B. Choran
NATALIE B. CHORAN

200 Office Park Drive
Mtn Brook, Alabama

STATE OF ALABAMA

COUNTY OF JEFFERSON

Subscribed, sworn to and acknowledged before me by CHARLES FRED EDGERTON, the testator, and subscribed and sworn to before me by JENNIFER S. TAYLOR and NATALIE B. CHORAN, witnesses, on this 23 day of September, 2021.

NOTARY PUBLIC

My commission expires: 1/15/25

WILLIAM GHADY NOLAN
NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JAN. 15, 2025

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
01/13/2025 01:58:22 PM
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