

530005

EXHIBIT 2

Original Will Of
Kanellos D. Charalampous
Dated May 16, 2022

UNOFFICIAL COPY

IN THE DISTRICT COURT OF McClain County

STATE OF OKLAHOMA

IN THE MATTER OF THE ESTATE OF)
)
KANELLOS D. CHARALAMPOUS, DECEASED.)

No. PB-2024-19

FILED IN DISTRICT COURT
McClain County, Oklahoma
APR 24 2024
by Kristel Gray, Court Clerk
Deputy

ORIGINAL WILL OF

KANELLOS D.
CHARALAMPOUS

DATED MAY 16, 2022

COPY

Last Will & Testament of Kanellos D. Charalampous

Article I Declaration

I, Kanellos D. Charalampous, domiciled and residing in Harris County, Texas, being in good health, of sound and disposing mind and memory, and being above the age of eighteen (18) years, do make and publish this my Last Will and Testament, and hereby revoke all Wills and other testamentary instruments previously made by me; provided, however, I do not revoke any testamentary provisions contained in the Charalampous Living Trust, dated May 16, 2022, or any amendments thereto; **provided further, I do not revoke the provisions of those testamentary instruments, if any, executed in accordance with the laws of a U.S. Territory or another country, and which foreign testamentary instruments, if any, contain provisions that relate in whole or in part to assets located in or subject to the laws of a U.S. Territory or another country, unless such revocation is expressly set forth elsewhere in this instrument.**

Article II Identification

2.01. Spouse. I was not married at the time I executed this Will.

2.02. Children. All references in this Will to "my children" are to those listed below and all children hereafter born to or legally adopted by me:

- A. Constantine Charalampous (d/o/b December 1965), and whose contact information at the time this instrument was executed was 3095 Eagles Nest, Purcell, OK 73080, C: 405-919-1423, E: conrad@ccpc-law.com (Office), E: conrad101st@msn.com (Personal).
- B. Phillip D. Charalampous (d/o/b September 1968), and whose contact information at the time this instrument was executed was 36819 Highway 7, Davis, OK 73030, C: 405-207-7466, E: squatly@hotmail.com.

2.03. Attorney. The name of my attorney is Stephen A. Mendel. All references in this Will to "my attorney" are to him. Mr. Mendel's contact information at the time this Will was executed was 1155 Dairy Ashford, Suite 104, Houston, TX 77079, Tel: 281-759-3213.

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Article III
Payment of Funeral Expenses & Debts

I direct my Executor to pay, or to make adequate compensation for the payment of my funeral expenses, just and due debts, other than those specifically secured by liens on real or personal property, claims legally allowed against my Estate, and expenses of administration of my Estate as soon after my death as may be practicable without sacrifice to my Estate.

Article IV
Payment of Taxes

4.01. Payment of Taxes. Pursuant to the terms of my revocable living trust, all death taxes whether or not attributable to property inventoried in my probate estate shall be paid by the Trustee from my trust. However, if my trust does not exist at the time of death or if the assets of my trust are insufficient to pay the death taxes in full, I direct my Executor to pay any death taxes that cannot be paid by my trustee from the assets of my probate estate by equitably prorating and apportioning those taxes among the beneficiaries of this Will.

4.02. Assessment of Non-Trust Assets. Unless specifically provided otherwise in my trust, all death taxes incurred by reason of assets being transferred outside of my trust or probate estate shall be assessed against those persons receiving such property.

4.03. Definition. 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 the following:

- A. Any addition to the federal estate tax for any "excess retirement accumulation" under Internal Revenue Code Section 4980A;
- B. Any additional tax that may be assessed under Internal Revenue Code Section 2032A; and
- C. Any federal or state tax imposed on a generation-skipping transfer, as that term is defined in the federal tax laws, unless the applicable tax statutes provide that the generation-skipping transfer tax is payable directly out of the assets of my gross estate.

Article V
Independent Administration

I direct that no other action shall be had in the Probate Court in relation to the settlement of my estate other than the probating and recording of this Will and the filing of an Inventory,

Appraisal, and List of Claims of my estate or an Affidavit in Lieu of an Inventory, where permitted by law.

Article VI

Distribution of My Estate

6.01. Distribution to My Revocable Living Trust. I give all the rest, residue, and remainder of my property of whatever nature and kind and wherever located to the then acting Trustee(s) of my revocable living trust, of which I am a Trustor, and which living trust is generally known as the Charalampous Living Trust, dated May 16, 2022, and all amendments thereto. I executed the foregoing trust and the amendments thereto prior to the execution of this Will.

6.02. Alternate Disposition. If my revocable living trust is not in effect for any reason, I give all of my property to my Executor under this Will as Trustee who shall hold, administer, and distribute my property as a testamentary trust, the provisions of which shall be identical to those of my revocable living trust, and all amendments thereto, on the date of execution of this Will, or as thereafter amended.

Article VII

Fiduciary Appointments & Provisions

- A. I appoint Stephen A. Mendel as Independent Executor ("Executor") of my Estate.
- B. If Mr. Mendel is not able or willing to act as Executor, or for any reason fails to qualify or ceases to act as Executor, then in the order hereinafter listed, Mr. Mendel, Ms. Wyatt (his law partner), The Mendel Law Firm, L.P., or the successor in interest of The Mendel Law Firm, L.P., in his, her, or its sole and absolute discretion, shall select such person or persons, entity or entities, to serve without bond as Independent Executor of my Estate, and the consent of any tribunal, person, entity, beneficiary, distributee, devisee, heir, legatee, successor, or assign shall not be required.
- C. NOTWITHSTANDING ANY PROVISION IN THIS WILL TO THE CONTRARY, NEITHER CONSTANTINE CHARALAMPOUS NOR PHILLIP D. CHARALAMPOUS SHALL EVER SERVE AS EXECUTOR (NEITHER INDEPENDENT NOR DEPENDENT) OF MY ESTATE.

7.02. Trustees.

- A. I appoint Stephen A. Mendel as Trustee of all trusts created by this Will.
- B. If Mr. Mendel is not able or willing to act as Trustee, then in the order hereinafter listed, Mr. Mendel, Ms. Wyatt (his law partner), The Mendel Law Firm, L.P., or the successor in interest of The Mendel Law Firm, L.P., in his, her, or its sole and absolute discretion, shall select such

person or persons, entity or entities, to serve *without bond* as Trustee of all trusts created by this Will, and the consent of any tribunal, person, entity, beneficiary, distributee, devisee, heir, legatee, successor, or assign shall not be required.

- C. NOTWITHSTANDING ANY PROVISION IN THIS WILL TO THE CONTRARY, NEITHER CONSTANTINE CHARALAMPOUS NOR PHILLIP D. CHARALAMPOUS SHALL EVER SERVE AS TRUSTEE OF ANY TRUSTS CREATED BY THIS WILL.

7.03. Compensation.

A. Executor:

My Executor shall be entitled to reasonable compensation for services rendered. Such compensation is payable without the need of a court order. In calculating the amount of compensation, whether based on hourly rates or a percentage of the value of my Estate, customary charges for similar services in the same geographic area for the same time period shall be used as guidelines. My Executor shall also be entitled to reimbursement for reasonable costs and expenses incurred during the administration of my Estate.

B. Trustee:

My Trustee shall be entitled to reasonable compensation for services rendered. Such compensation is payable without the need of a court order. In calculating the amount of compensation, whether based on hourly rates or a percentage of the value of my Trust Estate, customary charges for similar services in the same geographic area for the same time period shall be used as guidelines. My Trustee shall also be entitled to reimbursement for reasonable costs and expenses incurred during the administration of any trusts under this Will.

C. Attorney/Corporate Executor/Corporate Trustee:

- 1) Notwithstanding any other provision in this Will to the contrary, in the event my Executor and/or Trustee is an attorney or a law firm, then such attorney shall be entitled to reasonable compensation for services rendered. Such compensation is payable without the need of a court order. In calculating the amount of compensation, customary charges for similar services in the same geographic area for the same time period shall be used as guidelines. Any corporate fiduciary shall be entitled to receive compensation for its services in accordance with its published fee schedule in effect from time to time and any trustee who is normally compensated on an hourly basis shall be so compensated.
- 2) Notwithstanding any other provision in this Will to the contrary, in the event my Executor and/or Trustee is an attorney, then my Executor and/or Trustee is specifically authorized to engage any law firm with which he may be associated (whether as an employee, associate, owner, partner, principal shareholder, principal member, or a shareholder or member of a professional corporation or professional limited liability company which may be a partner, shareholder, or member) to perform legal services for him notwithstanding the fact that he may be an employee, associate, owner, partner, principal shareholder, principal member, or

a shareholder or member of a professional corporation or professional limited liability company which may be a partner, shareholder, or member in such law firm or that such legal services may be performed in whole or in part by him. More specifically, my Executor and/or Trustee is authorized to engage his own law firm or such other law firm as he, in his discretion, considers appropriate, to perform legal services for him notwithstanding the fact that he may own, be employed by, or have a legal or equitable interest in a law firm or that such legal services may be performed in whole or in part by him. Notwithstanding the foregoing provisions, any attorneys' fees paid to a law firm with which my Executor and/or Trustee may be associated shall not duplicate the compensation paid to him under any other provision of this Will.

7.04. Additional Powers. Unless otherwise limited by other provisions in this Will, I grant to my Executor the continuing, absolute, discretionary power to deal with any part or all of my Estate, real or personal, as freely as I might in handling my own affairs. Such power may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with my Executor shall be required to inquire into the propriety of any of his or her actions. I further grant to my Executor the power to buy, sell, convey, mortgage, hypothecate, pledge, or lease, including oil, gas, or other mineral leases, any properties that may be a part of my Estate at the time of my death, to operate any business that may be a part of my Estate at the time of my death, and to exercise all the rights of a shareholder, member, and/or partner in any entity in which I hold any legal or equitable interest, all on such terms that seem best to my Executor.

7.05. Definitions. The terms "Executor," "Trustee," and "Personal Representative," and the pronoun "it" in reference to such words always refers to the male or female person or persons or to the institution or to any combination of them then serving as Executor, Trustee, or Personal Representative. The terms "Executor," "Trustee," and "Personal Representative" also refer to any successor or alternate, including corporations that succeed another by merger, change of name, or otherwise, and the appointment of a corporate Executor, Trustee, or Personal Representative shall be deemed to include the appointment of its corporate successor. All successor or alternate Executors, Trustees, and/or Personal Representatives shall have the same powers, authorities, obligations, and limitations as the original or initial Executor, Trustee, and/or Personal Representative, unless other provisions of this instrument specifically provide to the contrary.

Article VIII

No-Contest Clause

8.01. Contest by Any Person or Entity. If any devisee, legatee, or beneficiary under my Will or any amendment thereto, no matter how remote or contingent such person's or entity's interest appears, or any of my legal heirs, or any person or entity claiming under any of them, directly or indirectly, does any of the following, then in that event I specifically disinherit each such person or entity (including any charitable entities), and all such legacies, bequests, devises, gifts, and/or interests given to or to be given to such person or entity under my Will or any trust related in whole or in part to my Will, any amendment or codicil thereto, or any other testamentary

document created by me at any time, shall be forfeited and shall be distributed as provided elsewhere herein as though such person had predeceased me without issue, or such entity forfeited its legal existence:

- A. Unsuccessfully challenges the appointment of any person or entity named as an executor, executrix, administrator, administratrix, personal representative, and/or trustee (collectively referred to herein as the "Estate's Personal Representative") in said Will or trust, or any codicil or amendment thereto, or unsuccessfully seeks the removal of the Estate's Personal Representative;
- B. Objects in any manner to any action taken or proposed to be taken in good faith by the Estate's Personal Representative under this Will or any trust related in whole or in part to my Will, any amendment or codicil thereto, or any other testamentary document created by me at any time, whether the Estate's Personal Representative is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;
- C. Objects to any construction or interpretation of this instrument or any codicil or amendment thereto, or the provisions of said documents, that is adopted or proposed in good faith by the Estate's Personal Representative, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;
- D. Claims entitlement to (or an interest in) any asset alleged by the Estate's Personal Representative to belong to the Probate or Trust Estate, whether such claim is based upon a community or separate property right, *Marvin* rights, a contract or other right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;
- E. Files a creditor's claim against the assets of the Probate or Trust Estate and such claim is later adjudicated by a court of competent jurisdiction to be invalid;
- F. Attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on my life or any designation of beneficiaries for any pension plan, Keogh, SEP, or IRA account;
- G. In any other manner contests this instrument or any codicil or amendment thereto executed by me, or in any other manner, attacks or seeks to impair or invalidate any of the provisions of this instrument or any codicil or amendment thereto;
- H. Conspires with or voluntarily assists anyone attempting to do any of the above acts.

8.02. Attorneys' Fees & Expenses. All expenses and court costs, including reasonable attorneys' fees, to resist any above contest or other attack of any nature upon any provision of my Trust, or any amendment thereto, shall be paid first from any gift, devise, and/or bequest to or alleged gift, devise, and/or bequest sought by the person or entity causing the contest or attack, and if such gift, devise, and/or bequest to or alleged gift, devise, and/or bequest sought is

insufficient to pay such expenses, court costs, and/or attorneys' fees, then the same shall be paid as an expense of administration of the probate estate and/or any trust administration under any trust related in whole or in part to this Will.

8.03. Validity. In the event that any provision under this Article is held to be invalid, void, or illegal, the same shall be deemed severable from the remainder of the provisions under this Article and shall in no way affect, impair, or invalidate any other provision under this Article. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. The provisions under this Article shall not apply to any disclaimer by any person of any benefit under this instrument or any codicil or amendment thereto.

Article IX

General Provisions

9.01. Definitions. Wherever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the following word or words shall mean the following:

- A. "Person" shall mean an individual, corporation, limited liability company, trust, partnership, or unincorporated association.
- B. "Hereof," "herein," and "hereunder" and words of similar import when used in this Will refer to this Will as a whole and not to any particular provision of this Will. All sections, subsections, schedules, and exhibit references are to this Will unless otherwise specified.
- C. The terms "child" or "children" mean lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent or parents, and such adopted child and his or her issue shall be considered issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents; *provided, however, any person that is eighteen (18) years or older at the time of adoption shall not be considered a child of the adopting parent and shall not be considered as part of the class of "children" as referenced in this Will.* The terms "child," "children," "issue," "descendant", and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the appropriate degree of the ancestor designated even though such descendant is born after the death of a parent. Notwithstanding the preceding sentences of this section or any other provision of this Will:
 - 1) No person shall be considered a child, issue, and/or descendant if other provisions of this Will exclude such person.
 - 2) **No person judicially determined to be a child, issue, and/or descendant under the legal**

doctrine of adoption by estoppel, or any similar doctrine, shall be considered a child, issue, and/or descendant of the Testator, and shall be disinherited from receiving any and all benefits and/or distributions from this Will, any other testamentary instrument, and/or the laws of intestacy.

- 3) No person that constitutes a step-child of a parent shall be considered as part of the class of "children" as referenced in this Will.

9.02. Not a Contract. I make this Will freely, voluntarily, and without duress, and not because I am contractually obligated to make this Will or to revoke any prior testamentary disposition.

9.03. Survival. For the purposes of this Will, no person shall be deemed to have survived me if such person dies within twenty-four (24) hours of my death. Likewise, as between the persons named as alternate beneficiaries herein, none of them shall be deemed to have survived each other if one of them should die within thirty (30) days of each other.

9.04. Bond Not Required. No bond or other security shall be required of any person who serves as Executor or Trustee, or any combination thereof.

9.05. Severability. If any part of this Will shall be invalid, illegal, or inoperative for any reason, it is my intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative.

9.06. Court Instructions. My Executor may seek and obtain court instructions for the purpose of carrying out as nearly as may be possible the intention of this Will as shown by the terms hereof, including any term held invalid, illegal, or inoperative.

9.07. Gender & Number. Where required, the gender of all words shall include the masculine, feminine, and neuter, and the singular of all words shall include the plural and the plural the singular.

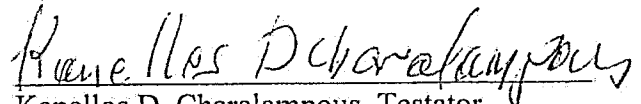
9.08. Headings. The headings used in this Will were included only to make it easier to locate certain subject matters and shall not be used to construe this Will or ascertain my intentions.

Article X

Special Provisions


To the extent reasonably possible, Trustor desires that Mr. Kim Cao, a financial advisor with Edward Jones, remain as the financial advisor for all investment accounts associated with the Trust and, if Mr. Cao is unable to so serve, then the successor in interest of Mr. Cao shall be chosen by the Trustee.

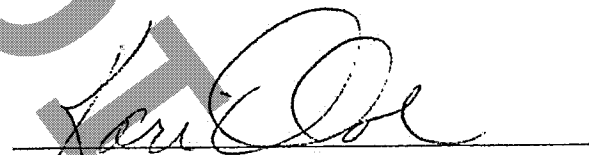
IN TESTIMONY WHEREOF, I signed my name on this May 16, 2022, in the presence of the undersigned witnesses, who I have requested to sign the same as subscribing witnesses thereto, publishing and declaring to them that the foregoing is my Last Will and Testament.


Kanellos D. Charalampous, Testator

Statement of Witnesses

On this May 16, 2022, Kanellos D. Charalampous, Testator, declared to us, the undersigned, Vanessa M. Dyne and Kari Olah, as witnesses, being more than fourteen (14) years of age, that the foregoing was the Testator's Last Will and Testament and the Testator requested us to act as witnesses to the same and to the Testator's signature thereon. The Testator thereupon signed the Will in our presence, we being present at the same time, and we now at the Testator's request and in the Testator's presence and in the presence of each other do subscribe our names as witnesses, and we and each of us declare that we believe the Testator to be of sound mind and memory.


Vanessa M. Dyne, Witness
1155 Dairy Ashford, Suite 104
Houston, TX 77079
O: 281-759-3213


Kari Olah, Witness
1155 Dairy Ashford, Suite 104
Houston, TX 77079
O: 281-759-3213

Self-Proving Affidavit

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

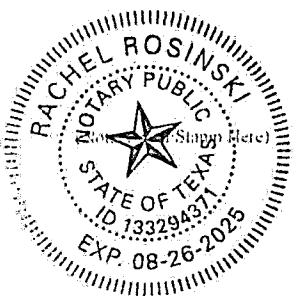
BEFORE ME, the undersigned authority, on this day personally appeared Kanellos D. Charalampous, Testator, and Vanessa M. Dyne and Kari Olah, as witnesses, known to me to be the Testator and witnesses, respectively, whose names are subscribed to the annexed and foregoing instrument in their respective capacities, and after each person was duly sworn by me, Kanellos D. Charalampous, Testator, declared to me and to the witnesses in my presence that the foregoing instrument is the Testator's Last Will and Testament, and that the Testator had willingly made and executed it as the Testator's free act and deed for the purposes therein expressed. The witnesses, each on their oath stated to me, in the presence and hearing of the Testator, that the Testator had declared to them that the foregoing instrument was the Testator's Last Will and Testament, and that the Testator executed the same as such and wanted each of them to sign it as a witness. Each witness stated further on their oath that they signed the same as witnesses at the Testator's request and in the Testator's presence; that the Testator was at that time eighteen (18) years of age or over and of sound mind; and that each witness was at least fourteen (14) years of age.

Kanellos D. Charalampous
Kanellos D. Charalampous, Testator

Vanessa M. Dyne
Vanessa M. Dyne, Witness

Kari Olah
Kari Olah, Witness

SUBSCRIBED and SWORN before me, the undersigned Notary Public, on this May 16, 2022, by Kanellos D. Charalampous, Testator, and Vanessa M. Dyne and Kari Olah, as witnesses.



[Signature]
Notary Public In & For

The State of Texas
I, KRISTEL GRAY, Court Clerk for McClain County, OK, hereby certify that the foregoing is a true, correct, and complete copy of the instrument herewith set out as appears of record in the Court Clerk's Office of McClain County, Okla. This 24 day of April, 2024.
KRISTEL GRAY, Court Clerk
By [Signature] Deputy