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**Affidavit**

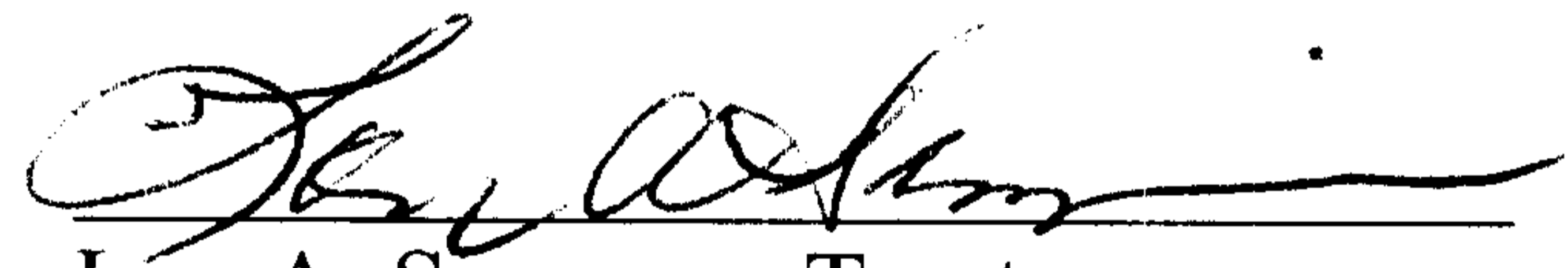
Comes now Lon A. Simpson who resides at 400 University Park Drive Apt. #191, Birmingham, Alabama 35209 and makes this statement under oath. This affidavit is being relied upon by Jefferson Title Co., for it to issue title insurance under its file No. M80061.

I am the co-trustee of the Simpson Revocable Trust dated November 20, 2001 which said the trust owns the property described as follows.

Lot 20, according to the Map and Survey of Brook Highland, 1<sup>st</sup> Sector, as recorded in Map Book 12, Page 62, A & B, in the Probate Office of Shelby County, Alabama.

I am acting as the only Trustee for the purpose of transferring ownership of the above described property as outlined in Article 6, Section 1-9 of the Trust document which said powers are attached hereto as Exhibit "A" which includes the power to sell property. This trust document has not been modified or amended.

Margaret B. Simpson was Co-Trustee but has ceased to serve in such capacity under Article 6 of the Trust document setting out the trustee's powers. A copy of the trust document is in the possession of Jefferson Title Co.

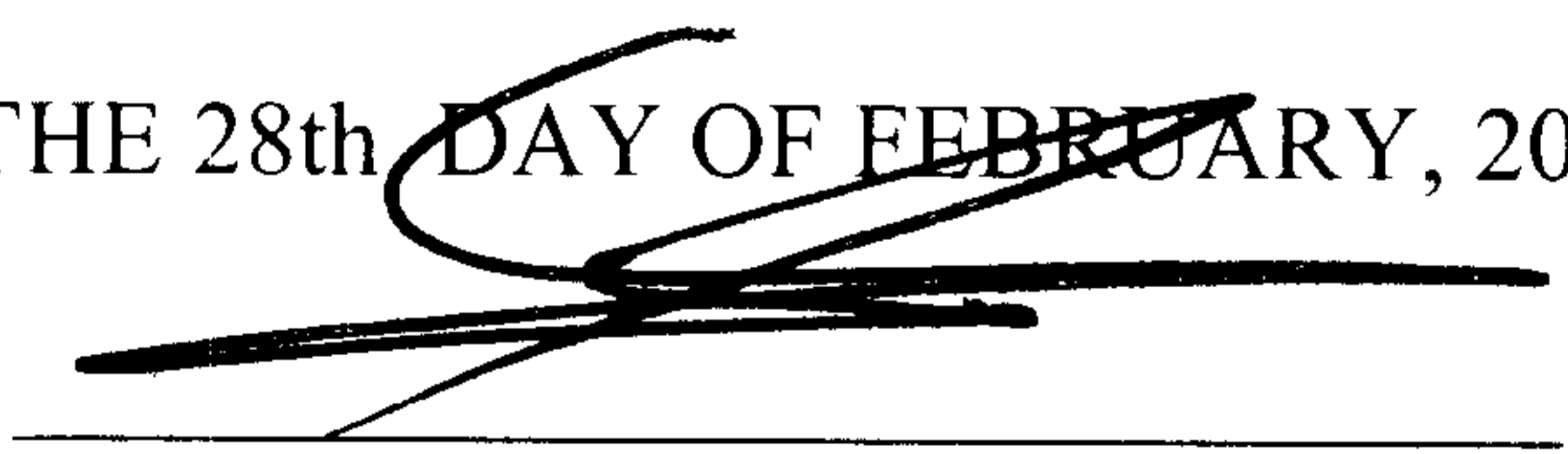
  
Lon A. Simpson, Trustee

State of Alabama)  
County of Shelby)

I, the undersigned, a Notary Public, in and for said State, hereby certify that Lon A. Simpson, whose name as trustee for the Lon A. Simpson and Margaret B. Simpson under the Simpson Revocable Trust Agreement dated November 20, 2001, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such trustee, executed the same voluntarily on the day the same bears date.


GIVEN UNDER MY HAND THIS THE 28th DAY OF FEBRUARY, 2006.

My Commission Expires:  
3/5/07

  
Notary Public



C. Mason



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income therefrom, or if any such person is then a minor, Trustee may make the distribution to a custodian (selected by Trustee) under the Uniform Transfers to Minors Act or similar law of the jurisdiction in which such minor then resides. Trustee's decision to terminate, or not to terminate, the administration of any trust estate under the provisions of this Paragraph shall be final and binding upon all persons interested in the trust estate.

5.10 *Occupancy of Trust Property For Residence Purposes.* If at any time the trust estate shall include any improved real property and/or mobile home actually used or suitable for occupancy as a permanent or seasonal residence, or any interest therein, the Grantors, or either of them if the other is not living, competent, and able to act in his or her own behalf, shall have the right to select one permanent residential property, and one seasonal residential property, and to use and occupy the property or properties so selected for residence purposes, as long as Grantors, or either of them, or the surviving Grantor, shall be competent and shall desire to do so, without any payment of rental or accounting therefor to the Trustee. Upon request of each Grantor who is living and not incapacitated or incompetent, Trustee shall sell any such property and shall reinvest the proceeds of sale (or such portion thereof as shall be required) in the purchase of other residential property (which may include a home, condominium, cooperative, or life tenancy in a retirement facility, or any interest in any such property) to be selected by each Grantor who is living and not incapacitated or incompetent, and used for residence purposes in like manner as the original property. Unless such charges are paid by the Grantors, or either of them, outside this Trust, the Trustee shall pay the property taxes, assessments, liens, insurance, repairs and other charges or amounts necessary for the general upkeep and reasonable improvement of such property out of the principal or income of the trust estate containing such property, as the Trustee in Trustee's discretion shall determine. The rights of use and occupancy granted hereby, and any life estate reserved to Grantors in any deed conveying property to the Trustee of this Trust, shall terminate if at any time neither of the Grantors shall be physically occupying such property and it shall appear to Trustee, based upon such information as shall be available to Trustee, that by reason of illness or infirmity or otherwise, neither of the Grantors will in the future be able to resume such occupancy. In such event Trustee shall prepare, and place of record in the proper office for recording of conveyances of such property, a written declaration of termination of Grantors' reserved life estate and rights of use and occupancy of such property for residence purposes, and such written declaration of termination shall be conclusive and binding upon Grantors, and all beneficiaries hereunder, and may be absolutely relied upon by bona fide purchasers and encumbrancers of the property as proof of such termination.

5.11 *Possession and Use of Tangible Personal Property.* So long as either of the Grantors shall be living and competent, Trustee shall permit the Grantors, or the surviving Grantor, to be in the full, free, and undisturbed possession of all tangible personal property of every description that may at any time be included in the trust estate, without any payment of rental or accounting therefor to the Trustee. Trustee shall have no obligation or liability to inventory, account for, or insure any such personal property, and Trustee shall have no liability for any loss or damage to, or resulting from the use of, such personal property. After the death of either Grantor, the provisions of this Paragraph shall not be applicable to any items of personal property that Trustee is elsewhere herein expressly required to distribute immediately upon the death of such Grantor.

#### ARTICLE 6 - PROVISIONS RE: TRUSTEE AND SUCCESSOR TRUSTEE

6.1 *Further Definition of the Term "Trustee."* If at any time there shall be a Survivor's Trust, a Survivor's QTIP Trust, and/or a Family Trust created pursuant to this Trust Agreement, and if the office of Trustee of the Survivor's Trust shall be held by a person different from the person or persons holding the office of Trustee of such other trust or trusts, the term "Trustee" as used herein shall be construed to refer to and mean the Trustee of the Survivor's Trust with respect to the administration of the Survivor's Trust, and to refer to and mean the Trustee of the Family Trust and the Trustee of the Survivor's QTIP Trust with respect to the administration of such other trusts.

6.2 *Powers of Trustee.* In addition to, and not in limitation of, any powers conferred upon trustees by any applicable statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in



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Trustee's sole and absolute discretion to do and perform all of the acts and things, which are more fully detailed and set forth upon the attachment to this Trust Agreement captioned "POWERS OF TRUSTEE," the provisions of which are by this reference incorporated herein and made a part hereof; SUBJECT, HOWEVER, to certain restrictions upon the exercise of such powers by a Successor Trustee while at least one Grantor is living, as more particularly set forth in the following Paragraph. Whenever the office of Trustee is held by Co-Trustees, the Co-Trustees may exercise such power and authority in the manner described in Paragraphs 25 and 26 of the said "POWERS OF TRUSTEE." Pursuant to the provisions of said Paragraph 25, the original Co-Trustees hereby jointly delegate to each Co-Trustee who is also one of the Grantors of this trust, the power and authority to take the following actions without the necessity for the co-signature of any other Co-Trustee:

(A) To make deposits and withdrawals with respect to all funds of the trust estate held in any form of account by any bank, savings and loan, credit union, or other financial institution; to have access to any safe deposit box held by the trust estate at any such financial institution; and

(B) To provide instructions to any securities broker or issuer concerning the purchase, sale, or transfer of securities, or the withdrawal or transfer of cash accounts, or to conduct any other transaction involving any brokerage account maintained by this trust or its Co-Trustees with a securities broker.

The delegation of power and authority herein contained may be terminated with respect to any financial institution or securities broker by written notice signed by any Co-Trustee and delivered in person or by certified mail to such financial institution or securities broker, but until and unless such notice of termination is so given, all actions taken, and all documents signed, by a Co-Trustee pursuant to the foregoing delegation of power and authority shall be binding upon this trust, the trust estate of the trust, all Co-Trustees of the trust, and all present and future beneficiaries of the trust, with the same force and effect as if all Co-Trustees had joined in taking such action or signing such documents.

*6.3 Limitation Upon Exercise of Trustee's Powers by a Successor Trustee.* The provisions of this Paragraph shall be in force and effect during all periods of time in which the office of Trustee or Co-Trustee of any trust hereunder is held by an individual or entity other than a person who is a Grantor hereunder. Each Grantor who is living, mentally competent, and physically and mentally capable of understanding and evaluating proposed investment decisions, and to signify approval or disapproval thereof, is hereby designated as a "Trust Advisor." During all periods of time in which there shall be at least one Trust Advisor, Trustee shall not purchase, hold, or sell any investment asset (including but not necessarily limited to stocks, bonds, or other securities, general or limited partnership interests, real estate or interests in real estate), unless such holding, or transaction of purchase or sale, and the terms thereof, be approved by each Trust Advisor. Trustee shall have no liability to any trust beneficiary, present or future, with respect to: (a) Any loss that results from an investment transaction approved by a Trust Advisor; or (b) Any loss that results from a failure to take an action proposed by the Trustee, but disapproved by a Trust Advisor. The powers herein granted to a Trust Advisor must be exercised by the Trust Advisor in a fiduciary capacity. Notwithstanding the generality of the foregoing, nothing herein contained shall be construed to grant to a Trust Advisor the power to direct the Trustee to sell, exchange, or otherwise dispose of any asset comprising a part of the trust estate of the Family Trust for less than its full value as independently determined by Trustee; or, to require that the Trustee obtain the consent or approval a Trust Advisor with respect to the voting of any stocks, bonds, or other securities comprising a part of the trust estate of the Family Trust, or to allow a Trust Advisor to in any manner limit Trustee's discretion with respect to the voting of such stocks, bonds, or other securities.

*6.4 Vacancies in the Office of Trustee or Co-Trustee.* Vacancies in the office of Trustee and Co-Trustee hereunder shall be filled as follows:

(A) *Appointment of Successor Trustee.* **Pamela K. Stearns** is hereby designated as Successor Trustee under this Trust Agreement. If Successor Trustee shall be unable or unwilling to serve as Trustee when required to



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do so, or having assumed such office shall thereafter cease to, or for any reason become unable to, act as Trustee, the Alternate Successor Trustee shall automatically succeed to the office of Trustee in the same manner, and with like powers and authority, as provided herein with respect to the originally designated Successor Trustee. The following person is hereby designated as Alternate Successor Trustee: **Lon A. Simpson Jr.** If the Alternate Successor Trustee is unable or unwilling to serve as Trustee when required to do so, the vacancy in the office of Trustee shall be filled as hereafter provided.

(B) *Vacancies During Grantors' Joint Lifetimes.* If at any time while both Grantors are serving as Co-Trustees hereunder, either of the Grantors shall resign the office of Co-Trustee or shall for any other reason cease to, or become unable to, perform the duties of a Co-Trustee, then and in such event the remaining Grantor shall serve as sole Trustee so long as both Grantors are living and he or she is able and willing to serve in such capacity; subject, however, to the provisions of Subparagraph (D) below. If at any time during Grantors' joint lifetimes neither of the Grantors is able and willing to serve as Trustee, the Successor Trustee shall automatically succeed to the office of Trustee of all trusts hereunder; subject, however, to the provisions of Subparagraph (D) below.

(C) *Vacancies After the Death of One Grantor.* After the death of either Grantor:


(1) *Temporary Joint Administration by Surviving Original Co-Trustee and Successor Trustee.*

After the death of either of the originally-designated Co-Trustees, the surviving original Co-Trustee and the Successor Trustee shall, as Co-Trustees, jointly administer the trust estate until such time as the Survivor's Trust and the Family Trust have been established and funded as required hereby. While the surviving Grantor serves as a Co-Trustee under the provisions of this subparagraph, he or she shall not participate in any decisions of the Trustee relating to discretionary distributions of principal to the surviving Grantor from the principal of the Family Trust.

(2) *Survivor's Trust.* The surviving Grantor shall serve as sole Trustee of the Survivor's Trust during the remainder of his/her lifetime, if he/she is able and willing to serve in such capacity. If the surviving Grantor shall resign the office of Trustee of the Survivor's Trust, or shall for any other reason cease to, or become unable to, perform the duties of Trustee of the Survivor's Trust, the Successor Trustee shall automatically succeed to the office of Trustee of the Survivor's Trust; subject, however, to the provisions of Subparagraph (D) below.

(3) *Family Trust and Survivor's QTIP Trust.* If, upon the death of the first Grantor to die, a Family Trust and/or a Survivor's QTIP Trust are required to be created as separate trust estates hereunder, the Successor Trustee shall automatically succeed to the office of Trustee of the Family Trust and Trustee of the Survivor's QTIP Trust. The surviving Grantor may not under any circumstances serve as Trustee of the Family Trust or as Trustee of the Survivor's QTIP Trust.

(D) *If Incapacitated Grantor Regains Capacity to Act as Trustee.* If Successor Trustee has succeeded to the office of Trustee during Grantors' joint lifetimes for the reason that neither of the Grantors was able and willing to serve as Trustee, and either Grantor shall thereafter deliver to the Successor Trustee a written notice, signed by such Grantor, declaring that such Grantor is now able and willing to perform the duties of Trustee and elects to resume service as Trustee, the Successor Trustee shall automatically cease to serve as Trustee and the Grantor giving such notice shall thereafter serve as Trustee so long as both Grantors are living and as long as he or she is able and willing to do so. If after the death of either Grantor the Successor Trustee has succeeded to the office of Trustee of the Survivor's Trust for the reason that the surviving Grantor was not able and willing to serve as Trustee of such separate trust estate, and the surviving Grantor shall thereafter deliver to the Successor Trustee a written notice, signed by such Grantor, declaring that such Grantor is now able and willing to perform the duties of Trustee of the Survivor's Trust and elects to resume service as Trustee thereof, the Successor Trustee shall automatically cease to serve as Trustee of the Survivor's Trust and the Grantor giving such notice shall thereafter serve as Trustee of the Survivor's Trust so long as he or she is able and willing to do so. If a Grantor has resumed the office of Trustee of any trust hereunder under the provisions of this Subparagraph, and subsequently



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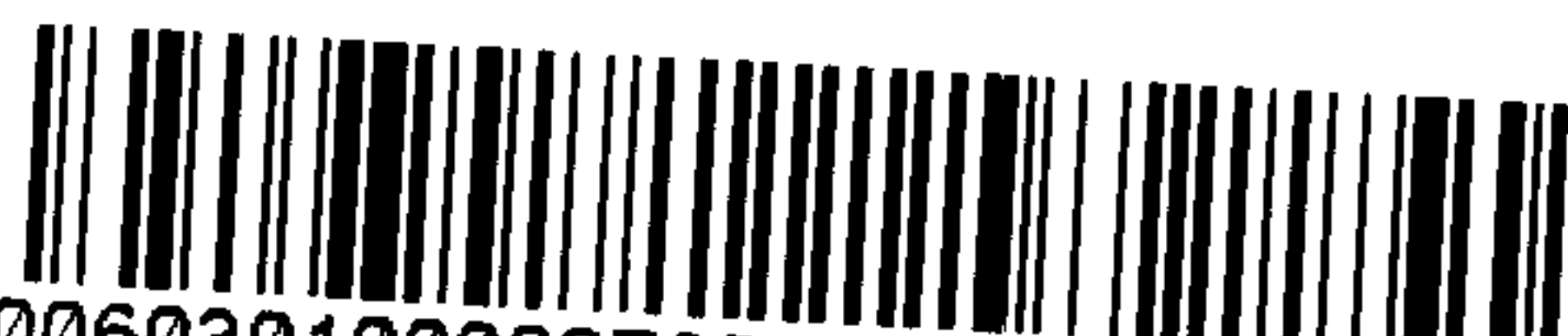
becomes unable or unwilling to serve as Trustee of such trust, the Successor Trustee shall again automatically succeed to the office of Trustee of such trust to fill the vacancy.

(E) *After Deaths of Both Grantors.* Upon the deaths of both Grantors, the Successor Trustee shall automatically succeed to the office of Trustee of all trusts created hereunder. The succession to the office of Trustee by Successor Trustee under any of the foregoing circumstances shall be automatic, without the necessity for a vesting order from any Court. Upon succession to the office of Trustee, Successor Trustee shall automatically have all the title, interest, rights, and powers, including discretionary rights and powers, herein granted to the Trustee of this Trust, all without any assignment or other act by any person.

6.5 *Compensation to Trustee.* Any party serving as Trustee hereunder, other than a Grantor, shall be entitled to fair and reasonable compensation, and to reimbursement of expenses incurred, in the performance of such party's duties under the trusts hereby created. The reasonable compensation of a bank or trust company for its services as Trustee shall be in accordance with its published schedule of fees in effect from time to time, and the reasonable compensation of an individual for his or her services as Trustee or Co-Trustee shall not exceed the customary charges of corporate trustees in the same locality for similar services.

6.6 *Resignation/Removal of Trustee.* Any Trustee or Co-Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to a Grantor who is living, competent, and able to act in such Grantor's own behalf, or otherwise to those persons who at such time have the right to appoint a successor Trustee in event of a total vacancy in the office of Trustee. After the death of either Grantor, the surviving Grantor may, for proper cause only, remove any Trustee at any time acting hereunder. The term "proper cause" is hereby defined to include any breach of duty by the Trustee, together with any other cause or reason deemed sufficient by the surviving Grantor, provided the existence of a right to remove the Trustee for such cause or reason would not cause the trust estate of the Family Trust to be included in the taxable estate of the surviving Grantor for Federal Estate Tax purposes. It is the express intention of the Grantors that nothing herein contained shall grant to a surviving Grantor any right or power with respect to the Family Trust that would cause the trust estate thereof to be included in the taxable estate of the surviving Grantor for Federal Estate Tax purposes, and this Trust Agreement shall be so construed and implemented. If at any time the office of Trustee shall be held by a bank or trust company ("corporate Trustee"), those persons then having the right to appoint a successor Trustee in event of a vacancy in the office of Trustee may, with or without cause, remove any such corporate Trustee and substitute a different corporate Trustee, by instrument in writing delivered to Trustee not less than thirty (30) days prior to the effective date of such removal and substitution. The beneficiaries, to whom such notice of resignation may be given, or who shall exercise such power of removal, may, without liability to any present or future beneficiary, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee.

6.7 *Total Vacancy.* If at any time there shall exist a total vacancy in the office of Trustee as to which the identity of the successor Trustee has not been expressly provided for in this Trust Agreement, whether such vacancy shall result from the resignation or removal of the Trustee, or otherwise, such vacancy shall be filled by appointment as follows: the appointment shall be made by Grantors, or by the surviving Grantor, if either Grantor is living, competent, and able to act in such Grantor's own behalf; or if both Grantors are deceased, such appointment shall be made by a majority in interest of the adult and otherwise legally competent beneficiaries to whom income may then be payable and legal guardians of the estates of any minor or incompetent beneficiaries to whom income may then be payable; or if neither living Grantor shall be competent and able to act in such Grantor's own behalf, such appointment shall be made by those persons who would at such time be entitled to make such appointment in event of the deaths of both Grantors. Unless appointed during a period of time in which at least one Grantor is living, competent, and able to act in his or her own behalf, the party appointed to succeed to the office of Trustee must be a bank or trust company having not less than two (2) full-time trust officers, unless all of the persons then entitled to participate in the selection of the successor Trustee agree otherwise, or unless after reasonable inquiry no bank or trust company willing to accept the office of Trustee can be found.



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6.8 *Limitation of Liability of Trustee.* Each party who accepts the office of Trustee hereunder shall be deemed to have relied upon the provisions contained in this paragraph as a material part of the consideration for such party's agreement to accept the office of Trustee and to serve in such capacity. Grantors declare:

(A) *Actions of a Grantor Serving as Trustee.* No beneficiary, present or future, shall have any claim whatsoever against Trustee or any successor in said office, or against the trust estate, by reason of any loss or diminution of the trust estate resulting from any action taken, or any omission to act, on the part of the Trustee during periods of time in which a Grantor served as Trustee or Co-Trustee hereunder. So long as either Grantor shall serve as Trustee or Co-Trustee hereunder, each and every action of the Trustee, and each and every failure or omission of the Trustee, shall be deemed to have been expressly authorized and directed by Grantors and by the provisions of this Trust Agreement.

(B) *Acts of Predecessors.* No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to such successor Trustee becoming Trustee hereunder, nor shall such successor Trustee be required to inquire into or take any notice of the prior administration of the trust estate, or any part thereof.

(C) *Limitation of Liability.* Excepting only cases of actual fraud, gross negligence, or bad faith, no individual Trustee or Co-Trustee shall be personally liable for mistakes in judgment, or for any acts or omissions in the performance of such person's responsibilities hereunder. Without limiting the generality of the foregoing:

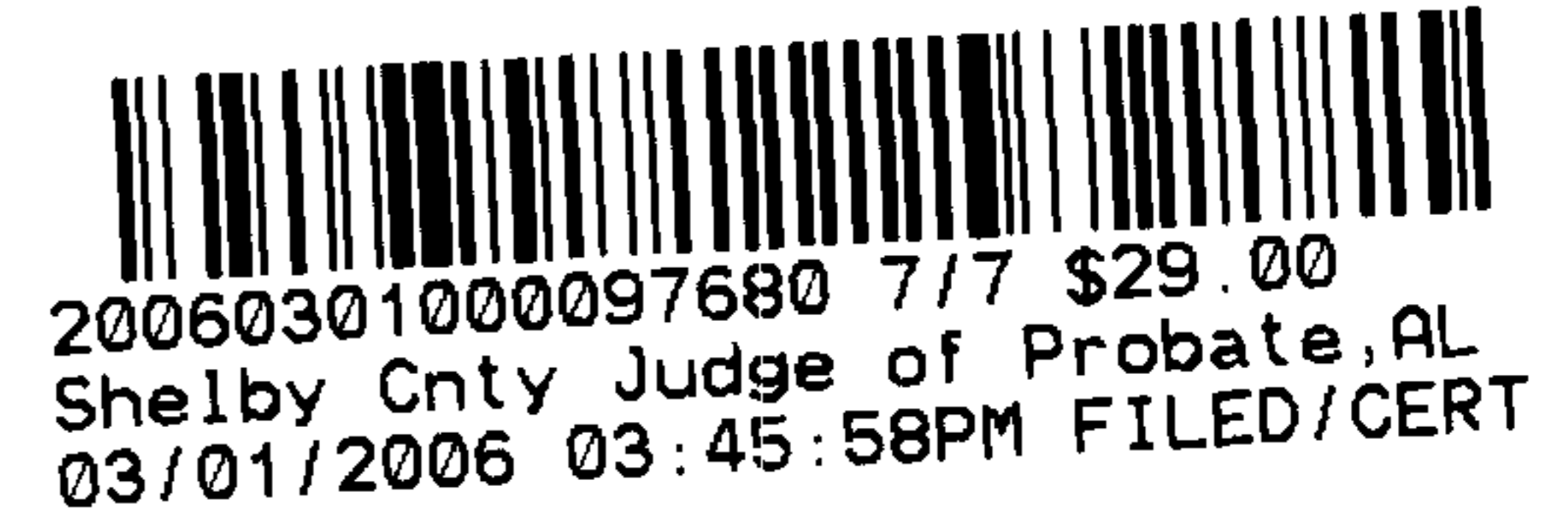
(1) No presumption of irregularity or breach of fiduciary duty shall arise by reason of any contract or transaction entered into between a Trustee who is an individual, and himself or herself in an individual capacity.

(2) If an individual Trustee or Co-Trustee is also a beneficiary entitled to receive a distribution from the trust estate after the deaths of Grantors, no presumption of irregularity or breach of fiduciary duty shall arise by reason of such Trustee's conveyance or transfer of property to himself or herself for the purpose of carrying out the distribution instructions contained in this Trust Agreement.

(3) If an individual Trustee also serves as legal guardian of the person of a beneficiary of this trust who is a minor, no presumption of irregularity or breach of fiduciary duty shall arise by reason of Trustee having made distributions to himself or herself as reimbursements for reasonable expenses actually incurred by him or her in the capacity of guardian for the purpose of providing for the maintenance, education, support, and health of the beneficiary.

(D) *Liability for Hazardous Materials.* In the event the trust estate of this Trust includes any real estate, or interest therein, at the time a successor Trustee assumes the office of Trustee, the successor Trustee shall have no duty to the beneficiaries of this Trust to conduct an inspection of such property for hazardous materials or substances, or to require that such an inspection be made. Should it later be discovered that there are hazardous materials or substances in or upon such real estate that require remedial action pursuant to any federal, state, or local environmental law, the successor Trustee shall have no liability to the Trust, or to its beneficiaries, by reason of any expense, loss, or diminution of value as a consequence of the successor Trustee having retained such real estate as a part of the trust estate unless the successor Trustee contributed to the loss or diminution in value through successor Trustee's own willful default, willful misconduct, or gross negligence after assuming the office of Trustee.

6.9 *No Bonding or Court Supervision.* No Trustee or successor Trustee shall be required in any jurisdiction: (1) To provide any bond as Trustee; or (2) To qualify before, be appointed by, or account to any court except in cases of breach of trust; or (3) To obtain the approval or order of any court in connection with the



exercise of any power or discretion herein granted to the Trustee.

#### ARTICLE 7 - ADMINISTRATIVE PROVISIONS

*7.1 Accountings.* Trustee shall render an account once each 12 months to each beneficiary who is then receiving or entitled to receive income hereunder. Trustee's accountings shall show the receipts, disbursements and distributions of principal and income since the last accounting, and the assets on hand. During all periods of time in which a Grantor serves as Trustee or Co-Trustee hereunder, all accountings shall be conclusively presumed to have been rendered and approved by all income beneficiaries. During all other periods of time, Trustee's accounts shall be rendered directly to each adult and competent income beneficiary, and in the case of an incompetent or incapacitated income beneficiary, or an income beneficiary who is under a disability, Trustee's accounts shall be rendered as follows: (i) In the case of a minor beneficiary, Trustee's accounts shall be rendered to any parent of the beneficiary, or to the legal guardian of the beneficiary; (ii) In the case of an adult beneficiary who is married and whose spouse is not incapacitated or incompetent, Trustee's accounts shall be rendered to the spouse of the beneficiary; or (iii) In the case of an adult beneficiary who is not married, or whose spouse is incapacitated or incompetent, Trustee's accounts shall be rendered to all children of the beneficiary who are then living and whose addresses are known to Trustee. If no written objection shall be made to any account so rendered within ninety (90) days after a copy thereof has been deposited in the mail addressed to any person entitled thereto, as above provided, such person shall be conclusively presumed to have approved all actions reflected on the account so rendered. Accounts approved by the person or persons to whom Trustee's accounts are required to be rendered, as above provided, shall be binding and conclusive upon all other beneficiaries, present and future. In the event Trustee is required under any applicable law to make or render any reports or accountings other than those required under the provisions of this Paragraph, or to render accountings in a different manner or to different parties than directed in this Paragraph, the necessity for making or rendering such other reports or accountings or doing so in a manner different from the manner directed in this Paragraph, is hereby waived to the maximum extent lawfully possible.

*7.2 Administration of Separate Trust Estates.* If at any time Trustee is administering two or more separate trust estates hereunder and Trustee determines, in Trustee's discretion, that it would be good business practice to manage such separate trust estates in conjunction with one another, Trustee may allocate undivided interests in a common asset to each of such separate trust estates. If separate trust estates are managed in conjunction with one another, the properties and property interests contained in each separate trust estate, together with the income and expenses attributable thereto, shall be separately accounted for by Trustee.

*7.3 Filing or Registration.* The Trustee is directed not to file this Trust instrument or any copy thereof in any Court, and not to register this Trust with any Court or governmental agency, unless such filing or registration be requested by a beneficiary or be unconditionally required in order to avoid penalties imposed by law, or unless in the discretion of such Trustee, the filing or registration shall be in the best interests of the beneficiaries.

*7.4 Estimates of Value of Trust Estate Assets.* Whenever Trustee is required to determine the value of the trust estate, or any portion thereof, for the purpose of dividing the same into shares or for any other purpose, or for the purpose of determining the amount of cash or property to be distributed to a beneficiary who is entitled to receive a certain fractional portion of the trust estate, or for the purpose of determining the amount of a gift of cash or property having a value equal to a certain fractional portion of the value of the trust estate or any portion thereof, Trustee may estimate the value of real estate, tangible personal property, or other trust estate assets based upon such information as shall be available to, and deemed reliable by, the Trustee, unless the Trust Agreement expressly requires that valuations for Federal Estate Tax purposes be utilized by the Trustee. If real estate or any other asset is to be distributed subject to any encumbrance, the "value" of such asset shall be its market value less the amount owing upon the indebtedness secured by the encumbrance. Unless Trustee in Trustee's sole discretion deems such to be advisable, or unless this Trust Agreement expressly requires that an appraisal be obtained with respect to certain property, it shall not be necessary for Trustee to obtain independent appraisals of the value of trust estate assets. Trustee's estimates of value, so long as made in good faith, shall be conclusive and shall be