

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

AFFIDAVIT

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bettye B. Wright, who, after first being duly sworn, deposed and stated as follows:

My name is Bettye B. Wright. I am the Executrix under the Last Will and Testament of Rhett G. Barnes, Sr. (the "Will"). Dr. Rhett G. Barnes, Sr. was my father. He died in Jefferson County, Alabama, on September 9, 1996. The Will was probated in the Probate Court of Shelby County, Alabama under Case Number 35-290. A copy is attached as Exhibit "A."

Item Two of the Will reads as follows:

All of the real estate owned by me in Fayette County to be divided equally between Rhett Goode Barnes, III, Rebecca Barnes Ingle and Lisa Barnes Byal in equal shares, share and share alike, per stirpes. All of the rest of my real estate, of whatever kind and character, and wherever situated, I give, devise and bequeath one-half to my wife, Jean B. Barnes, and one-half to my son Rhett G. Barnes, Jr.'s children and my daughter, Bettye B. Wright's children, in equal shares, share and share alike, per stirpes. All of my personal property I give, devise and bequeath to my wife, Jean B. Barnes.

The Fayette County property owned by my father at the time of his death is described on the attached Exhibit "B."

"All of the rest" of the real estate owned by my father, Rhett G. Barnes, Sr., at the time of his death was located in Shelby County, Alabama. That property is described on Exhibit "C."

The children of Rhett G. Barnes, Jr. living at the time of my father's death were:

- (1) Rhett Goode Barnes, III
- (2) Rebecca Charlene Barnes Haney (one and the same as Rebecca Barnes Ingle)
- (3) Lisa Barnes Byal

Inst # 1999-01824

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10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
G10 CRH 32.00

The children of Bettye B. Wright, my children, living at the time of my father's death were:

- (1) Debra Sue Wright Waters
- (2) Charles Lindell Wright, Jr.
- (3) Paul Barnes Wright

There were no children of deceased children of either Rhett G. Barnes, Jr. or me.

This Affidavit is being given to clearly establish record ownership of the above-referenced lands as of September 9, 1996.

Further, Deponent saith not.

Bettye B. Wright

Bettye B. Wright, as Executrix of the Estate of
Rhett G. Barnes, Sr., deceased

Sworn to and subscribed before
me on this the 31st day of
December, 1998.

Anne P. Marshall

Notary Public

My commission expires: 3/13/99

STATE OF ALABAMA)

SHELBY COUNTY)

LAST WILL AND TESTAMENT

OF

RHETT G. BARNES, SR.

I, Rhett G. Barnes, Sr., a resident of Shelby County, State of Alabama, being of sound mind and disposing memory, do make, publish and declare this instrument as and for my Last Will and Testament, hereby revoking any and all other wills and codicil thereto heretofore made by me.

ITEM ONE: I direct that all of my debts, including the expense of my last illness and funeral, shall first be paid out of my estate by my Executor, hereinafter named, as soon as practicable after my death.

ITEM TWO: All of the real estate owned by me in Fayette County to be divided equally between Rhett Goode Barnes, III, Rebecca Barnes Ingle and Lisa Barnes Byal in equal shares, share and share alike, per stirpes. All of the rest of my real estate, of whatever kind and character, and wherever situated, I give, devise and bequeath one-half to my wife, Jean B. Barnes, and one-half to my son Rhett G. Barnes, Jr.'s children and my daughter, Bettye B. Wright's children, in equal shares, share and share alike, per stirpes. All of my personal property I give, devise and bequeath to my wife, Jean B. Barnes.

ITEM THREE: In the event that either or both of my son and daughter shall predecease me leaving descendants surviving them who are under age of twenty-one (21) years at the time of my decease, then though said descendant's share shall be vested in him or her, it shall be held in a trust by my Co-Trustees hereinafter named, until he or she shall attain the age of twenty-one (21) years, using and applying for his or her health, maintenance, support and education such part of the income and principal of such share as the Co-Trustees deem necessary or desirable for said purposes, accumulating and adding to principal any income not so used or distributing the same in such manner as the Co-Trustees may deem to be in the best interest of such descendant. When such descendant shall attain the age of twenty-one (21) years, the Co-Trustees shall transfer and pay over said share to him or her, free of trust. If any such descendant shall die prior to attaining the age of twenty-one (21) years, the Co-Trustees shall transfer and pay over said share to his or her Executor or Administrator.

ITEM FOUR: At the time of my decease, if either my son or my daughter survive me, the other having predeceased me leaving lineal descendants, I hereby appoint and designate said survivor as Trustee of any trust created under ITEM THREE hereof. If both my son and daughter predecease me, and either or both leave descendants under the age of twenty-one (21) years, I hereby appoint my grandson, Rhett Goode Barnes, III and my grandson, Charles Lindell Wright, Jr., as Co-Trustees of any trust created under said ITEM THREE.

Exhibit A

ITEM FIVE: The Co-Trustees shall hold and manage the said trust or trusts and all shares thereof, with all of the powers and authority they would have if they were the absolute owners thereof, including but not limited to the following powers:

1. To collect the income therefrom.
2. To compromise, adjust and settle in their discretion any claim in favor of or against the trust.
3. To hold any property or securities originally received by them as a part of the trust, or to hold any property to which they become entitled by virtue of incorporation, liquidation, reorganization, merger, consolidation or change of charter or name, including any stock or interest in any family corporation, partnership or enterprise, so long as they shall consider the retention for the best interests of the trust.
4. To sell, auction, convey, exchange, lease or rent for a period beyond the possible termination of the trust (or for less period) for improvement or otherwise, or to grant options for or in connection with such purposes, or otherwise dispose of all or any portion of the trust, in such manner and upon such terms and conditions as the Co-Trustees may approve.
5. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, as to the Co-Trustees may seem suitable.
6. To hold, retain or acquire property or securities which in their opinion is for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.
7. To vote any corporate stock held hereunder in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same, and to waive notice of any meeting and to give any consent for or with respect thereto.
8. To continue or dispose of any business enterprise without liability therefor, whether such enterprise be in the form of a sole proprietorship, partnership, corporation or otherwise, and to develop, add capital to, expand or alter the business of such enterprise, to liquidate, incorporate, reorganize, manage or consolidate the same, or change its

charter or name, to enter into, continue or extend any voting trust for the duration of or beyond the term of the trust, to appoint directors and employ officers, managers, employees or agents (including any trustee or directors, officers or employees thereof) and to compensate and offer stock options and other employee or fringe benefits to them, and in exercising the powers in relation to such business enterprise, to receive extra or extraordinary compensation therefor.

9. To subdivide or otherwise develop, and to change the use or purpose of, any real estate constituting a part of the trust into residential, recreational, commercial, cemetery, or other usage, to construct, alter, remodel, repair or raze any building or other improvement located thereon, to release, partition, vacate, abandon, dedicate or adjust the boundaries as to any such property.
10. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith, to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility and production thereof, to improve, sell, auction or exchange crops, timber or other product thereof, to lease or enter into other management, cutting, production or sales contracts for a term beyond the possible termination of the trust or for a less period, to employ the methods of carrying on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the Co-Trustees deem otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the Co-Trustees may approve, and in general to take any action which the Co-Trustees deem necessary or desirable in such operation of farms and woodlands.
11. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipe-lines or other transportation facilities, to engage in any of the above activities directly or under such business form as the Co-Trustees may select or to contract with others for the performance of them, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling or unitization agreements,

and such other instruments or agreements in connection therewith as the Co-Trustees deem necessary or desirable.

12. To borrow money for such time and upon such terms as the Co-Trustees see fit, without security or on mortgage of any real estate or upon pledge of my personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.
13. To advance money to any trust for any purpose of the trust, and the Co-Trustees shall reimburse themselves for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.
14. To hold money in their custody while awaiting distribution or investment under the terms hereof, even though such money be commingled with their funds (in which case the Co-Trustees shall keep a separate account of the same on their books), and the Co-Trustees shall not be required to pay interest thereon.
15. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Co-Trustees deem necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.
16. To hold property or securities in bearer form, in the name of the Co-Trustees, or in the name of their nominee, without disclosing any fiduciary relation.
17. To keep any property constituting a part of said trust properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and to create reserves for depreciation, depletion or such other purposes as the Co-Trustees deem necessary or desirable.
18. To determine whether any money or property coming into their hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the Co-Trustees may deem just and equitable; provided, however, that such power shall be exercised in accordance with the provisions of the Alabama Principal and Income Act.
19. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient for such payments, the same shall be paid from the principal thereof.
20. To exercise any power hereunder, either acting alone or jointly with others.
21. To pay the funeral and burial expenses of any beneficiary from the principal of the trust from which income has been payable to such beneficiary.

ITEM SIX: I hereby designate and appoint my daughter, Bettye B. Wright, as Executor hereunder. I direct that my Executor shall not be required to give bond or to file an inventory or appraisal of my estate in any court, though she shall make out and keep an inventory and shall exhibit the same to any party in interest at any reasonable time. I direct that she shall be free from the control and supervision of any court. I hereby vest in my Executor the power to collect the income from the assets of my estate; to compromise, adjust and settle in their discretion any claim in favor of or against my estate; to hold any property received by her so long as she shall consider the retention for the best interests of my estate; to sell, auction, convey, exchange, lease or rent for any period of time any property in my estate, or to grant options for or in connection with such purposes, or otherwise dispose of all or any portion of my estate, in such manner and upon such terms and conditions as she may approve; and to do any and all other things with respect to the management of my estate as if she was the absolute owner thereof, including all powers granted to my Trustee under ITEM FIVE hereof.

In the event that my daughter, Bettye B. Wright, shall predecease me, or shall fail or refuse to serve as Executor hereunder, for any reason, and if she shall predecease me, I designate and appoint my grandson, Rhett Goode Barnes, III and my grandson, Charles Lindell Wright, Jr. as Co-Executors hereunder with all of the powers and duties, and with the same exemptions granted to my Executor and Co-Trustees hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the

20th day of May, 1992.


Rhett G. Barnes, Sr.

We, the undersigned, hereby certify that the above named Testator subscribed his name to the foregoing instrument in our presence, and published and declared the same to be his Last Will and Testament, and we, at the same time, at his request, in his presence and in the presence of each other, have hereunto signed our names as subscribing witnesses.

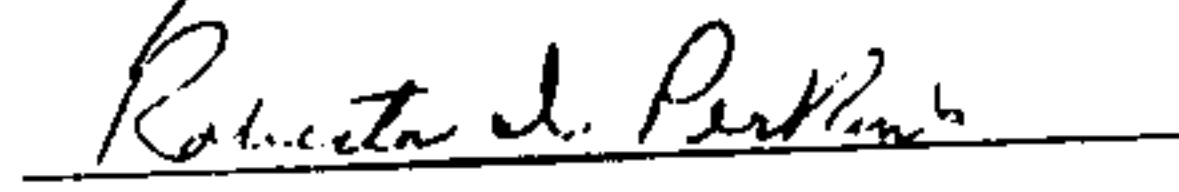
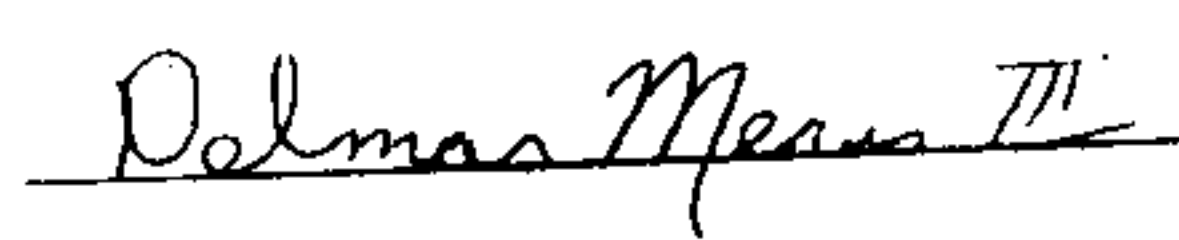




EXHIBIT "B"

The following tract of land located in Fayette County, Alabama:

Seventy (70) acres located in Section 25, Township 14 South, Range 13 West: The East half of the Northeast Quarter of Section 25, Less the North Half of the Northeast Quarter of the Northeast Quarter West of the Luxapallila River Run, consisting of 70 acres, more or less.

Seventy-seven (77) acres located in Section 25, Township 14 South, Range 13 West: Beginning 725 South of Northwest Sec/Cor; Easterly along ditch to Luxplia Creek, Southerly along Creek 635, West 2640, North 500, West 435, then North, consisting of 77 acres, more or less.

Thirty (30) acres located in Section 30, Township 14 South, Range 12 West: Beginning Northwest Sec. Corner, then E 960, S 1320, W 740, SW 735 North 2030 to Point of Beginning, consisting of 30 acres, more or less.

EXHIBIT "C"

The following tract of land located in Shelby County, Alabama, to-wit:

PARCEL I:

All the West half of the Southeast Quarter lying West of the Atlantic Coast Line Railroad; the South half of the Northeast Quarter; all of the Southeast Quarter of Northwest Quarter lying South of Peavine Creek; all of the Southwest Quarter of the Northwest Quarter lying South of Peavine Creek and East of the L & N Railroad except the highway right of way; all of the aforementioned land being in Section 24, Township 20, Range 3 West; also that portion of the Southwest Quarter of the Northwest Quarter of said Section 24 and the Southeast Quarter of the Northeast Quarter of Section 23, Township 20, Range 3 West, described as follows: Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 23, thence along the South line of the last mentioned 40 South 89° 15' West to Buck Creek; thence down Buck Creek by 5 lines as follows: North 24° 30' East 98.3 feet, North 43° 15' East 104 feet; thence North 59° 45' East 78.7 feet; thence North 89° 45' East 36.7 feet; thence South 73° 15' East 231.3 feet; thence North 88° 15' East 220.7 feet; thence South 6° 15' East 144.3 feet to the South line of the Southwest Quarter of the Northwest Quarter of said Section 24; thence South 89° 15' West to point of beginning.

LESS AND EXCEPT a parcel of land located in Section 24, Township 20 South, Range 3 West, Shelby County, Alabama being approximately 16 acres and more particularly described as follows: Begin at the Southeast corner of the SE 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West; thence run North along the East line of the said 1/4-1/4 Section to the South line of the Seaboard Coastline Railroad ROW, thence run Northerly along said ROW 1215 feet, thence run Southwest 205 feet, thence run Southerly to the South line of the said 1/4-1/4 Section thence run East along said South line to the Point of Beginning, which is one and the same parcel as Tax Parcel ID#136242001010 conveyed to Jean L. Barnes in that certain Warranty Deed recorded as Instrument #1996-11464, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO, LESS AND EXCEPT a parcel of land located in Section 24, Township 20 South, Range 3 West, Shelby County, Alabama being approximately 7.3 acres and more particularly described as follows: Begin at the point of intersection of the East line of U.S. Highway 31 and the South line of the NW 1/4 of Section 24, thence run north along the said East line of the intersection with the South line of the Seaboard Coastline Railroad; thence run Easterly along the said South line 250 feet; thence run Southwest 56 feet; thence run in a Westerly direction 130 feet; thence run East 70 feet; thence run in a Southeasterly direction 359.54 feet; thence run in a Northeasterly direction 30 feet; thence run South to the said Quarter line; thence run West along the same line to the point of beginning of Section 24, Township 20 South, Range 3 West,

which is one and the same parcel as Tax Parcel ID#136242001006 conveyed to Jean L. Barnes by that certain Warranty Deed recorded as Instrument #1996-11463 in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

A parcel of land more particularly described in that certain Warranty Deed from Richmon Arrington and wife, California Arrington, to Rhett G. Barnes recorded in Book 220, at Page 94, in the Office of the Judge of Probate of Shelby County, Alabama, which are one and the same parcels as Tax Parcel ID#13-6-24-4-001-005000 and Tax Parcel #13-6-24-4-001-006000

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10:26 AM CERTIFIED
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