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This Instrument Prepared By:

Phillip G. Stutts
Leitman, Siegal & Payne, P.C.
600 20th Street North, Suite 400
Birmingham, Alabama 35203
(205) 251-5900

TRUST AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared **DEBORAH JEAN WILKERSON HUDSON**, who being first duly sworn under oath deposes and says:

1. I am the Trustee under the following Trust Agreement:

   DEBORAH JEAN WILKERSON HUDSON, AS TRUSTEE FOR WESLEY MICHAEL HUDSON UNDER TRUST AGREEMENT ESTABLISHED BY EUGENE WILKERSON, DATED JULY 22, 1987

2. That no amendments or modifications have been made to the referenced Trust Agreement.

3. I have the legal authority under said Trust Agreement to execute all deeds, mortgages, leases, notes, bills of sale, contracts, agreements as well as any other documents, on behalf of the Trust without any prior approval of consent by any other party(ies), including a deed to Wesley Michael Hudson.

4. That the attached copies of excerpted pages are true and correct copies of the original pages of the Trust.

5. Affiant further states that she is familiar with the nature of an oath with penalties as provided by the law of the state of Alabama for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that she has fully read this affidavit and understands the content.

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FURTHER AFFIANT SAYETH NOT:

Deborah Jean Wilkerson Hudson

DEBORAH JEAN WILKERSON HUDSON, AS TRUSTEE FOR WESLEY MICHAEL HUDSON UNDER TRUST AGREEMENT ESTABLISHED BY EUGENE WILKERSON, DATED JULY 22, 1987

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DEBORAH JEAN WILKERSON HUDSON, AS TRUSTEE FOR WESLEY MICHAEL HUDSON UNDER TRUST AGREEMENT ESTABLISHED BY EUGENE WILKERSON, DATED JULY 22, 1987 whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19 day of May, 2005.

Lacy B Sner

Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Oct 8, 2005 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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STATE OF ALABAMA)
:
JEFFERSON COUNTY)

WESLEY MICHAEL HUDSON
IRREVOCABLE TRUST

THIS TRUST AGREEMENT made and entered into as of this 22 day of July, 1987, by and between EUGENE WILKERSON (hereinafter referred to as "Grantor"), and DEBORAH JEAN WILKERSON HUDSON (hereinafter referred to as "Trustee");

WITNESSETH:

THAT, for and in consideration of the sum of One Dollar and other good and valuable consideration by the Grantor received, the Grantor has transferred and paid over unto the Trustee, and by these presents does transfer, convey, pay over and deliver unto the Trustee, property to be held pursuant to the terms of this Trust Agreement, such property being described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same and such other property as the Trustee may subsequently acquire pursuant to the power and authority herein given to the Trustee (all of which for convenience will be referred to as the "trust estate") unto the said Trustee, but in trust, nevertheless, for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter stated.

ARTICLE I

The Trustee shall hold the trust estate in trust for the uses and purposes as hereinafter provided:

(a) The Trustee shall hold the trust estate for the benefit of Grantor's grandson, Wesley Michael Hudson, (hereinafter referred to as "beneficiary"), whose date of birth is the 22nd day of May, 1981.

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During such time that said beneficiary is less than twenty-one (21) years of age, the Trustee may transfer and pay over to him or expend for his benefit the income therefrom and any part or all of the principal thereof as the Trustee, in the Trustee's sole discretion, may determine, any income not so expended to be accumulated and added to the principal thereof.

(b) When the beneficiary attains the age of twenty-one (21) years, the beneficiary shall have the right for a period of sixty (60) days, on written notice to the Trustee of his intentions to do so, to withdraw any part or all of the principal and unpaid income of the trust. During the period thirty (30) days prior to the date on which the beneficiary attains the age of twenty-one (21) years, the Trustee shall give the beneficiary written notice of such right to withdraw. If this power is not exercised within the period specified, the power of withdrawal shall terminate, and until said beneficiary attains the age of thirty (30) years, the Trustee shall continue to hold the remainder of the trust estate as hereinafter provided.

(c) When the beneficiary attains the age of thirty (30) years, the trust shall terminate, and the Trustee shall transfer and pay over the remainder of the trust to the beneficiary, outright and free of trust. During the continuance of the trust prior to the time the beneficiary attains the age of thirty (30) years, the Trustee shall pay to the beneficiary the entire net income from said trust in convenient installments, but at least annually.

(d) Upon the death of the beneficiary prior to termination of the trust, the Trustee shall transfer and pay over the remainder of the trust, including any accrued or unpaid income thereof to such person or persons, including the estate of such beneficiary, as the beneficiary may by Last Will and Testament appoint and direct, making specific

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reference to this general power of appointment hereby granted. The Trustee shall transfer and pay over any unappointed portion of such beneficiary's trust, subject to ARTICLE TWO hereof, to beneficiary's then living descendants, per stirpes, or if none, then to beneficiary's brothers and sisters or their living descendants, per stirpes.

ARTICLE TWO

If any share of the trust becomes distributable by the terms hereof to a descendant of Grantor who is under the age of twenty-one (21) years, then though his or her share shall be vested in him or her, the Trustee shall hold or continue to hold the same in trust with all of the powers and authority given to the Trustee with respect to other trust property held hereunder, 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 Trustee may 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 Trustee may deem to be in the best interest of such descendant. When such descendant shall attain the age of twenty-one (21) years, the Trustee 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 Trustee shall transfer and pay over said share to his or her executor or administrator.

ARTICLE THREE

If, at the time for distribution of the remainder of any share of the trust created hereunder, any of said share is not otherwise disposed of either by the terms of this Trust Agreement or by the exercise of any power of appointment granted hereunder, the Trustee shall transfer and

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pay over said property to such persons as would be entitled to inherit said property and in such proportions as they would be entitled to inherit the same from Grantor under the laws of Alabama then in force had Grantor died at said time a resident of Alabama, intestate, and owned said property.

ARTICLE FOUR

(a) The Trustee shall hold and manage the said trust estate with the following powers:

1. To collect the income therefrom.

2. To compromise, adjust and settle in the Trustee's discretion any claim in favor of or against the trust.

3. To hold any property or securities originally received by the Trustee as a part of the trust or to which the Trustee 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 the Trustee 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 a 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 Trustee may approve.

5. To invest and reinvest the trust and the proceeds of sale or disposal of any portion thereof, in such loans, bonds, stocks, mortgages, common trust funds, securities, shares of regulated investment companies or trusts, 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 Trustee may seem suitable.

6. To hold, retain or acquire property or securities which in the Trustee's opinion is for the best interests of the trust, without regard to any statutory or constitutional limitation applicable to the investment of trust funds.

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

9. To improve, repair, let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, any real estate constituting a part of said trust estate, and 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 Trustee deems necessary or desirable.

10. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of the trust or a part of the income therefrom, and to apportion between principal and income any loss or expenditure in connection with the trust as the Trustee may deem just and equitable; provided, however, that such powers shall be exercised in accordance with the provisions of the Alabama Principal and Income Act.

11. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as the Trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

12. 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, to pay the same from the principal thereof.

(b) If Grantor's daughter, Deborah Jean Wilkerson Hudson, should resign or for any reason fail or cease to serve as Trustee hereunder, then Grantor's said daughter's husband, Michael Kenton Hudson, shall serve as successor Trustee if he is married to the said Deborah Jean Wilkerson

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Hudson when she fails or ceases to serve. If the said Michael Kenton Hudson should resign or for any reason fail or cease to serve as a Trustee hereunder, then Grantor's daughter, Lea Ann Wilkerson Proctor, shall serve as successor Trustee hereunder.

(c) No individual named shall receive compensation for her or his services as Trustee hereunder.

ARTICLE FIVE

If the happening of any future event may cause the ultimate vesting of any trust or of any share therein to be extended under the provisions hereof to a time beyond that within which the same is required by law to become vested, then in such event the trust or share therein shall continue only for as long a period of time as is allowed by law, at the end of which period the trust or share shall be vested in and distributed to those persons enjoying the use and benefit of said trust or share therein at the expiration of such period, in the proportion in which they are so enjoying the same, irrespective of their attained ages.

ARTICLE SIX

As to the net income or principal which by any of the provisions of this trust may be payable to any descendant of Grantor, he or she shall have no power, either directly or indirectly, to anticipate, charge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of same, or of any part thereof, until the same actually shall have been paid in hand to him or her by the Trustee. Nor shall such income or principal of said trust estate, nor any part of, or interest in either of them be liable for or to any extent subject to any debts, claims or obligations of any kind or nature whatsoever, or to any legal process in aid thereof, contracted or incurred by or for any such descendants, before or after Grantor's death.

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ARTICLE SEVEN

Additional property of any kind and character, including policies of insurance made payable to the Trustee, may be added to this trust by the Grantor or any person or fiduciary, by Will or otherwise, and such property so received by the Trustee shall be added to, merged with and become a part of the property held in this trust, and thereafter shall be administered and disposed of in accordance with the terms hereof.

ARTICLE EIGHT

The following provisions shall govern for all purposes of this instrument, wherever they may be applicable:

(a) Any payment of income or discretionary payment of principal from the trust to or for any beneficiary may, in the discretion of the Trustee, be made to any person or organization (including the beneficiary, the guardian of the beneficiary, or anyone having custody and care of the beneficiary, or who provides goods or services for the beneficiary), who shall apply such payment for the use and benefit of the beneficiary.

(b) Upon making any payment or transfer hereunder, the Trustee shall be discharged as to such payment or transfer without liability for the subsequent application thereof, and when the final payment or transfer is made from the principal of the trust, such trust shall terminate and the Trustee shall be fully discharged as to such trust.

(c) Whenever the word "Trustee" or "Trustees" is used, it shall be construed either as singular or plural, and masculine, feminine or neuter, whichever is proper in accordance with the context.

(d) If at any time during the administration of any trust hereunder, or if upon the creation of any trust hereunder or the apportionment of a trust into separate trust

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shares, the Trustee, in the Trustee's sole opinion, determines that the creation or continuation of such trust would be economically unsound and not in the best interests of the beneficiary or beneficiaries thereof, then the Trustee is authorized and directed to terminate or fail to establish such trust, as the case may be, and to transfer and pay over the principal thereof to the beneficiary or beneficiaries who are then or would have been entitled to receive the income from such trust and in the same proportions as they are or would have been entitled to receive such income, absolutely and free from trust, or, in the sole discretion of the Trustee, to the Trustee or Trustees of any other trust which contains substantially the same provisions for said beneficiary or beneficiaries, including provisions on termination thereof, as does such trust, to be merged with, administered and disposed of as part of such other trust; provided, however, that the foregoing power shall not apply to any trust of which the Trustee is a beneficiary.

(e) No portion of the income or principal of any trust hereunder may be applied in discharge of a legal obligation of the Grantor, of the spouse of the Grantor, or of the Trustee in the Trustee's individual capacity.

ARTICLE NINE

Grantor has given careful consideration to the creation of this trust and has consulted counsel in connection therewith and does declare the trust hereby created to be irrevocable.

ARTICLE TEN

The invalidity of any of the terms, conditions, or provisions hereof, or of any limitation over or interests intended to be given or made hereunder, whether in whole or in part, shall not be construed materially to disturb the

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plan of distribution herein created or to affect the validity of any other provision hereof, or of any other limitation over, gift or interest herein given.

ARTICLE ELEVEN

(a) This trust is created in and is to be construed under the laws of the State of Alabama.

(b) The Trustee has joined in the execution of this instrument for the purpose of evidencing her consent to act as Trustee hereunder pursuant to the terms hereof.

IN WITNESS WHEREOF, the undersigned Eugene Wilkerson, as Grantor, and Deborah Jean Wilkerson Hudson, as Trustee, have joined in the execution of this instrument, in duplicate, on the day and year herein first written.

Eugene Wilkerson (SEAL)
Eugene Wilkerson

(GRANTOR)

Deborah Jean Wilkerson Hudson (SEAL)
Deborah Jean Wilkerson Hudson

(TRUSTEE)

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state hereby certify that Eugene Wilkerson, whose name is signed to the foregoing instrument as Grantor and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of July, 1987.

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 14, 1990

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STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state hereby certify that Deborah Jean Wilkerson Hudson, whose name is signed to the foregoing instrument as Trustee and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of July, 1987.

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 14, 1990

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EXHIBIT "A"

An undivided 1/6 interest in and to the following described real estate situated in Jefferson County, Alabama, to-wit:

A part of the NW 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 2 West, and being more particularly described as follows: Commence at the Southwest corner of the NW 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 2 West; thence run East along the South line of 1/4-1/4 Section a distance of 340.0 feet; thence turn left 92°00' and run Northerly a distance of 225.74 feet; thence turn right 8°20' and continue Northerly a distance of 93.88 feet to the point of beginning; thence continue along the last described course a distance of 67.28 feet; thence turn right 83°34'20" and run Easterly a distance of 218.39 feet to the Westerly right-of-way line of a public road; thence turn left 71°42' and run Northeasterly along said right -of way line a distance of 52.66 feet; thence turn left 108°18' and run Westerly a distance of 267.57 feet; thence turn right 87°39'25" and run Northerly a distance of 88.95 feet; thence turn left 64°56' and run Northwesterly a distance of 138.48 feet; thence turn left 103°42'20" and run Southerly a distance of 241.99 feet; thence turn left 92°35'20" and run easterly a distance of 189.84 feet to the point of beginning. Including: an access easement being more particularly described as follows: Commence at the S.W Corner of the NW 1/4 -NW 1/4 of Section 21, Township 19 So., Range 2 West, thence run East along the South line of said Section a distance of 340.0 feet; thence turn left 92° 00' and run North a distance of 225.75 feet; thence turn right 8°20' and continue Northerly a distance of 93.88 feet to the point of beginning; thence continue along the last described course a distance of 67.28 feet; thence right 83° 34' 20" for 218.39 feet; thence left 71°42' for 52.66 feet; thence left 118°18' for 267.57 feet; thence left 23° 23' 55" for 36.83 feet; thence left 60° 10' 25" for 95.0 feet; thence left 90° 00' for 70.0 feet to the point of beginning.