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Shelby Cnty Judge of Probate, AL
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WARRANTY TIMBER DEED

THE STATE OF ALABAMA, SHELBY COUNTY

Know All Men By These Present, That I, Betty Jo Cooper Sibley, personally and as Trustee for The Betty Jo Cooper Sibley Revocable Living Trust (hereafter called "The Trust"), in consideration of the sum of \$19,000.00 (NINETEEN THOUSAND DOLLARS AND NO/100'S) and NO other good and valuable considerations, to ME in hand paid by ALABAMA FOREST PRODUCTS, INC., the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto said ALABAMA FOREST PRODUCTS, INC. its agents, employees, successors and assigns, all trees, regardless of size and species now growing or laying on the following described property, situated in the County of Shelby and the State of Alabama, to-wit:

Location of Property: SW 1/4 of SW 1/4, Section 29, Township 19 South, Range 1 West, Shelby County, Alabama.

This property does not represent a homestead.

AFP is not responsible for any damages that may occur before, during or after to roadways, driveways, or terraces as a result from any logging activities.

together with access to said timber and the right of ingress, egress, and regress for said ALABAMA FOREST PRODUCTS INC., its agents, servants, contractors, employees, heirs, and assigns, over, across, and along said lands, and any other lands owned by The Trust for the purpose of cutting, removing, and manufacturing said timber, or for any other lawful purpose. Also free rights of way over and across said lands or any other lands owned by The Trust for such private dirt roads, railroads, ditches, and canals as the said ALABAMA FOREST PRODUCTS INC. may desire to construct, build, open, or operate. It is further understood that the consideration recited herein is the sole and only consideration of this warranty timber deed and that no antecedent or contemporaneous promises or representations have been made to The Trust by ALABAMA FOREST PRODUCTS, INC. or its employees, agents or assigns, as a part of the consideration of this warranty timber deed or for the purpose of inducing The Trust to execute the same. It is also agreed that said ALABAMA FOREST PRODUCTS, INC., its heirs, and assigns and successors, be allowed 24 months from the date hereof within which to cut and remove said timber herein conveyed. To have and to hold the same to the said ALABAMA FOREST PRODUCTS, INC., its heirs, assigns, and successors, forever. And I do, for The Trust and The Trust's heirs, executors and administrators, covenant with the said ALABAMA FOREST PRODUCTS, INC. heirs, assigns, and successors, that The Trust is lawfully seized in fee simple of the property herein conveyed: that it is free from all encumbrance, and that The Trust has a good right to sell and convey the said property; that The Trust will and The Trust's heirs, executors, and administrators shall warrant and defend the same to the said ALABAMA FOREST PRODUCTS, INC. heirs, assigns, and successors, forever, against the lawful claims of all persons whatsoever.

SEE EXHIBIT A:

copy of Declaration of Revocable Living Trust of Betty Jo Cooper Sibley

Given my hand and seal this 20th day of Sept., 2005.

Betty Jo Cooper Sibley (AS)
Betty Jo Cooper Sibley,
Personally and as Trustee for


The Betty Jo Cooper Sibley Revocable Living Trust

THE STATE OF ALABAMA Franklin COUNTY

I William J Foster in and for said County, hereby certify that

Betty Jo Cooper Sibley, Personally and as Trustee for The Betty Jo Cooper Sibley Revocable Living Trust, whose name is signed to foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she executed the same voluntarily, on the day the same bears date.

Given under my hand this the 20th day of Sept A.D. 2005

Exhibit A
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Declaration of Revocable
Living Trust of
Betty Jo Cooper Sibley

DECLARATION OF TRUST, made as of this the 12 day of November, 2002, between BETTY JO COOPER SIBLEY, having an address at 203 Gaines Avenue NW, Russellville, AL 35653, as grantor (hereinafter referred to as the "Grantor"), and BETTY JO COOPER SIBLEY, having an address as aforesaid, as trustee (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the Grantor's husband has predeceased the Grantor, and the Grantor has four children, DAVID MICHAEL SIBLEY, ELLEN TERESA SIBLEY, JAMES JOHNSON SIBLEY and CHRISTOPHER HUGH SIBLEY; and

WHEREAS, the Grantor desires to create a revocable trust of the life insurance policies and other property described in Schedule A hereto, together with such moneys, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said life insurance policies and other property, moneys, securities and other assets, together with any additions thereto received pursuant to the Grantor's last will and testament or as the proceeds of insurance on the Grantor's life, or as death benefits or otherwise, being hereinafter referred to as the "trust estate"), for the purposes and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Grantor hereby transfers, conveys, assigns and delivers to the Trustee as and for the trust estate the property more particularly described in Schedule A hereto, to hold the same, and any other property which the Trustee hereafter may acquire, IN TRUST, for the purposes and upon the terms and conditions hereinafter set forth:



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BETTY JO COOPER SIBLEY**

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**ARTICLE FIRST
Directions of Grantor**

The Trustee shall hold, manage, invest and reinvest the trust estate, collect the income therefrom, and shall pay any part or all of the income and principal to whomever the Grantor from time to time may direct in writing.

Until the Grantor hereafter may direct to the contrary, the net income shall be paid to the Grantor quarter-annually.

Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.


**ARTICLE SECOND
Disability of Grantor**

If at any time the Grantor, in the judgment of the successor Trustee, shall be under any legal disability or shall be unable to manage properly her affairs by reason of illness or mental or physical disability (whether or not a court of competent jurisdiction has declared the Grantor incompetent or mentally ill or has appointed a conservator or other legal representative for the Grantor), the successor Trustee may pay or apply so much or all of the net income and the principal of the trust estate as the successor Trustee deems necessary or advisable for the health, education, maintenance or support of the Grantor, or for the payment of insurance premiums on the life of the Grantor. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

In making any payment hereunder, the successor Trustee may consider, but shall not be required to consider the income and other resources of the Grantor. No such payment shall be charged upon a subsequent division of the trust estate against the principal of any share which may be set apart for any beneficiary hereunder.

**ARTICLE THIRD
Successor Beneficiaries**

Upon the death of the Grantor, the Trustee shall distribute the business knows as SIBLEY OIL COMPANY to JAMES JOHNSON SIBLEY, outright discharged of trust.


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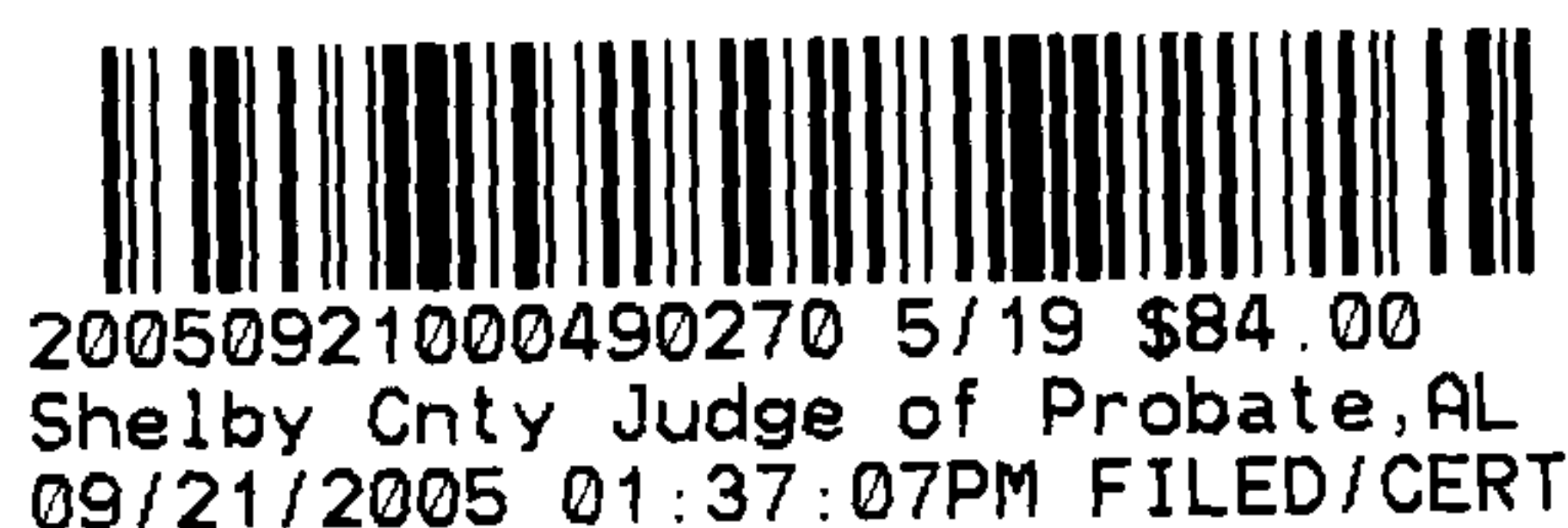
The Trustee shall then pay and distribute the remaining trust estate to the Grantor's children DAVID MICHAEL SIBLEY, ELLEN TERESA SIBLEY, JAMES JOHNSON SIBLEY and CHRISTOPHER HUGH SIBLEY, in equal shares, per stirpes, discharged of trust. Excepting that the share for CHRISTOPHER HUGH SIBLEY, shall continue to be held in trust for his life, income to be paid quarterly and principal at discretion of Trustee.

CHRISTOPHER HUGH SIBLEY'S, said child's share shall continue in trust, for the life of said child. The Trustee may pay to or for the benefit of said child, for the health, education, maintenance or support of said child, all or any portion of the net income and the principal of this trust, as the Trustee may determine in the absolute discretion of the Trustee, without considering other resources available to said child. If said child shall die, the principal of said child's trust at that time remaining, together with any accrued and unpaid income thereon, shall be paid and distributed to such persons or entities (other than said child, creditors of said child, the estate of said child, or creditors of the estate of said child), in such proportions and in such manner, outright or in trust, as said child may appoint by a will, executed after attaining majority and admitted to probate, specifically referring to this power of appointment, or absent such appointment (or absent the Trustee receiving notice of the existence of such a will within 3 months after the death of said child) to the then living issue of said child, in equal shares, per stirpes, or if there is no living issue, to the then living issue of the Grantor, in equal shares, per stirpes, or if there is no living issue of the Grantor, to those who would take from said child if said child had died without a will. If any such issue is the income beneficiary of another trust under this Agreement, any property, which would pass to such issue, shall instead be added to the principal of that trust.

If there are no issue of the Grantor then living, the trust estate shall be paid and distributed to such persons and in such proportions as the same would be distributed under the laws of the State of Alabama then in force had the Grantor then died intestate, a resident of Alabama and the owner of said property.

**ARTICLE FOURTH
Distributions to Minors or Incompetents**

At the death of CHRISTOPHER HUGH SIBLEY, the remaining portion of the trust shall be paid to CHRISTOPHER HUGH SIBLEY, then living children. In any case in which the Trustee is authorized or directed by any provision of this Agreement to pay or distribute income or principal to any person who shall be a minor or incompetent, the Trustee, in the absolute discretion of the Trustee and without authorization of any court, may pay or distribute the whole or any part of such



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income or principal to such minor or incompetent personally, or may apply the whole or any part thereof directly to the health, education, maintenance or support of such minor or incompetent, or may pay or distribute the whole or any part thereof to the guardian, committee, conservator or other legal representative, wherever appointed, of such minor or incompetent or to the person with whom such minor or incompetent may from time to time reside, or in the case of a minor, may pay or distribute the whole or any part thereof to a custodian for such minor under any gifts to minors or transfers to minors act. Evidence of such payment or distribution or the receipt therefor by the person to whom any such payment or distribution is made shall be a full discharge of the Trustee from all liability with respect thereto, even though the Trustee may be such person.

The Trustee, in the absolute discretion of the Trustee, may defer payment or distribution of any or all income or principal to which he may be entitled, or to make such payment or distribution at any time and from time to time, during the minority of such minor, holding the whole or the undistributed portion thereof as a separate fund vested in such minor but subject to the power in trust hereby given to the Trustee to administer and invest such fund and to use the income or principal thereof for the benefit of such minor as if such fund were held in trust hereunder. No bond or other security and no periodic accounts shall be required with respect to such fund, and the same shall be subject to commission as if it was a separate trust fund.

ARTICLE FIFTH

Payment of Debts

Upon the death of the Grantor, the Trustee may pay from the principal of the trust estate the amount of any estate or death taxes (and any excess accumulation excise tax), by whatever name called, imposed under the laws of any jurisdiction by reason of the Grantor's death, whether in respect of property passing under this Agreement or the Grantor's last will and testament or otherwise, and the amount of all of the debts which the Grantor's estate must pay, the expenses of her last illnesses and funeral, and the expenses of administering her estate. The Trustee may rely upon the written certification of the personal representatives, executors or administrators of the Grantor's estate as to the amount of any such tax, debt or expense, without any duty to inquire as to the correctness thereof, and, in its discretion, may make payment thereof either to said personal representatives, executors or administrators or to the taxing authority or person to whom such amount is owed.


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ARTICLE SIXTH
Life Insurance and Death Benefits

With respect to any insurance policies or employee death benefits payable to the Trustee, the Trustee, upon being advised that any sum is so payable by reason of the death of the Grantor, shall endeavor to collect the same, and may bring a suit or action therefor, or may compromise, adjust, settle or submit to arbitration any claims therefor. The Trustee shall be entitled to reimbursement from the trust estate for expenses incurred by the Trustee in collecting or attempting to collect any such sum by suit, action or otherwise. The Trustee, however, shall be under no duty to bring a suit or action unless the expenses of the Trustee, including attorneys' fees, shall have been advanced or guaranteed to the satisfaction of the Trustee. The Trustee may repay, out of the trust estate, any advances made by the Trustee or reimburse the Trustee for expenses incurred in collecting or attempting to collect any sum as aforesaid.

The Trustee in no case shall be under any duty or obligation to make any claim against the Grantor's estate, or take any action against the personal representatives, executors or administrators of the Grantor's estate, for reimbursement for any reduction of the sums payable upon the death of the Grantor by reason of unpaid premiums or for any other cause, including any loans and interest thereto secured by any insurance policies.

During the life of the Grantor, the Trustee may, in its discretion, apply the net income or principal of the trust estate to the payment of premiums on any life insurance policy of which the Trustee or any trust hereunder is a beneficiary. If the net income and principal is insufficient to pay such premiums, the Trustee may notify the Grantor and the beneficiaries of the trust of such insufficiency and give them the opportunity to furnish the necessary funds. If neither the Grantor nor any of the beneficiaries furnishes the funds necessary to pay the premiums, the Trustee may, but shall not be obligated to, obtain the funds required to pay such premiums by selling a portion of the principal of the trust estate, by borrowing on the security of such principal, by borrowing against the cash surrender value of the policy or by surrendering some policies and using the proceeds to pay the premiums on other policies. The Trustee also is authorized to convert such policies to paid-up or extended term insurance if the trust estate does not have the necessary funds to pay the premiums. If no funds are available for the payment of the premiums of any insurance policy, the Trustee may assign ownership of such policy to the then living issue of the Grantor.

The Grantor retains, during her life, all of the rights, options and privileges reserved to or conferred upon her by the terms of said insurance policies or


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employee death benefit plans, including without limitation the right to borrow upon and pledge the same, to change the beneficiary thereof, to convert the same into other forms of insurance, to collect the cash value thereof, to permit or direct the same to lapse, and to receive dividends and other lifetime benefits of any kind payable to her by the terms thereof. The Grantor may exercise the foregoing rights without the consent of the Trustee or any beneficiary hereunder.

The following provisions concern retirement benefits that become distributable to the Trustee (whether directly or through the Grantor's estate) by reason of the death of the Grantor. As used herein, "retirement benefits" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Section 401 of the Internal Revenue Code, or an individual retirement arrangement under Section 408 or 408A of the Code, or a tax sheltered annuity under Section 403 of the Code, or any other benefit plan subject to the distribution rules of Section 401(a)(9) of the Code, or the corresponding provisions of any subsequent Federal tax law.

- (a) The Trustee in the absolute discretion of the Trustee may exercise any right to determine the manner and timing of payment of retirement benefits that is available to the recipient of the benefits.
- (b) The Trustee is authorized to identify and designate the person who, pursuant to the regulations under Section 401(a)(9), is the "designated beneficiary" whose life expectancy may be used to measure payments to any trust.
- (c) No retirement benefits shall be used to pay taxes, debts and expenses of the estate of the Grantor.
- (d) If the Grantor's husband survives the Grantor and retirement benefits are distributable to the Trustee either directly or through the Grantor's estate (other than by reason of disclaimers by the Grantor's husband) the Trustee (other than the Grantor's husband) is authorized, but not directed, in the absolute discretion of the Trustee, to distribute the right to all or part of such benefits outright to the Grantor's husband, or to disclaim all or part of such benefits, and any benefits so disclaimed shall be payable to the Grantor's husband outright, and the Grantor's husband may exercise any right to determine the manner and timing of payment of such distributed or disclaimed benefits that is available to the recipient of the benefits. In exercising this discretionary power, the Trustee may, but need not, consider solely the needs and desires of the Grantor's husband and not those of any other beneficiary. The Grantor hopes that the Trustee will consider distributing or disclaiming if the Grantor's husband wishes to "roll over" the benefits to an individual retirement arrangement and such distribution or disclaimer will help


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effectuate the rollover, but this precatory expression shall not limit the discretion of the Trustee and it is not meant to direct a distribution or disclaimer even if the Grantor's husband wishes to "roll over" the benefits.

ARTICLE SEVENTH

Grantor's Right to Revoke or Amend

The Grantor reserves the right, at any time during the life of the Grantor and without the consent of any person or notice to any person other than the Trustee, to amend or revoke in whole or in part this Agreement or any trust created hereunder, including the right to change the terms or beneficiaries thereof, by delivering to the Trustee written notice of such amendment or revocation signed by the Grantor. This Agreement shall become irrevocable upon the death of the Grantor. No amendment of this Agreement, however, shall increase the obligations or reduce the commissions of the Trustee without the consent of the Trustee. Upon any such revocation, the Trustee shall deliver to the Grantor all property in the possession or control of the Trustee with respect to any trust that has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property. The sale or other disposition by the Grantor of the whole or any part of the trust estate held hereunder shall constitute as to such whole or part a revocation of this Agreement and the trust or trusts affected thereby.

The Grantor reserves the power and right during the life of the Grantor to collect any rent, interest or other income which may accrue from the trust estate and, in her sole discretion, to accumulate such income as a trust asset or to pay such income to the Grantor individually and not in any fiduciary capacity. The Grantor further reserves the power and right during life of the Grantor to mortgage or pledge all or any part of the trust estate as collateral for any loan.

ARTICLE EIGHTH

Powers of Trustee

In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:




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- (a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;
- (b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;
- (c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments;
- (d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;
- (e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;
- (f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;
- (g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint



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ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;

- (h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;
- (i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;
- (j) To elect to qualify any trust which is funded with Subchapter S stock as a qualified Subchapter S trust pursuant to Section 1361(d)(3) of the Internal Revenue Code of 1986, as amended, and to administer such trust in accordance with the requirements of said Section in order that the stock and trust will continue to be treated as such for tax purposes;
- (k) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;
- (l) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;
- (m) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and



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upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;

- (n) To purchase from the legal representatives of the estate of the Grantor or from the trustees of any trust established by the Grantor any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;
- (o) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;
- (p) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; to split trusts for purposes of allocating GST exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code); and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;
- (q) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;
- (r) To change the situs and/or governing law of any trust hereunder to any State the Trustee from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the


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terms of the trust, as may be necessary or advisable to effectuate such change;

- (s) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and
- (t) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

Except as otherwise provided herein, the Trustee may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees and other expenses should be charged to income or principal. Any distributions or dividends payable in the stock of a corporation, and rights to subscribe to securities or rights other than cash declared or issued by a corporation, shall be dealt with as principal. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages or similar instruments and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustee may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustee shall deem such action advisable for any other reason. The preceding provisions of this paragraph shall not be deemed to authorize any act by the Trustee which may be a violation of any law prohibiting the accumulation of income.

No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

Notwithstanding anything to the contrary contained herein, during such time as any current or possible future beneficiary of any trust created hereunder (other than the Grantor) may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself (unless the discretion to make such distributions is limited by an ascertainable standard within the meaning of Section 2041(b)(1)(A) of the Internal Revenue Code), or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal. No Trustee who is a current or possible future beneficiary of any trust hereunder (other than the Grantor) shall participate in the exercise of any powers of the Trustee which would cause such beneficiary to be treated as the owner of trust assets for tax purposes.


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No Trustee shall be liable for acts or omissions in administering the trust estate or any trust created by this Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust estate and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. No successor Trustee shall incur any liability, by reason of qualifying as a Trustee hereunder, for the acts or omissions of any predecessor Trustee.


The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's last will and testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

ARTICLE NINTH

Third Parties Not Responsible for Administration

This trust is created with the express understanding that each bank at which an account is maintained shall have no responsibility, in its capacity as a depository of funds, to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to any account by any Trustee hereunder, the bank shall conclusively treat the transferee as the sole owner of such right, title and interest. Until the bank shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the bank shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The bank, in its capacity as a depository of funds, shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

This trust is created with the express understanding that each issuer, transfer agent or custodian of any securities held hereunder shall have no responsibility, in its capacity as issuer, transfer agent or custodian, to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to such securities by any trustee hereunder, said issuer, transfer agent or custodian


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shall conclusively treat the transferee as the sole owner of such securities. Until the issuer, transfer agent or custodian shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the issuer, transfer agent or custodian shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The issuer, transfer agent or custodian, in such capacity, shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

ARTICLE TENTH

Appointment of Trustee

The Grantor appoints herself as Trustee hereunder. The Grantor hereby appoints DAVID MICHAEL SIBLEY, having an address at PO Box 86, Russellville, AL 35653, and JAMES JOHNSON SIBLEY, having an address at PO box 423, Sheffield, AL 35660, to act jointly as successor Trustees hereunder in the event of the death of the Grantor, or her physical or mental incapacity. If either DAVID MICHAEL SIBLEY or JAMES JOHNSON SIBLEY for any reason shall fail or cease to act as Trustee, the remaining successor Trustee may act alone as successor Trustee.

The term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

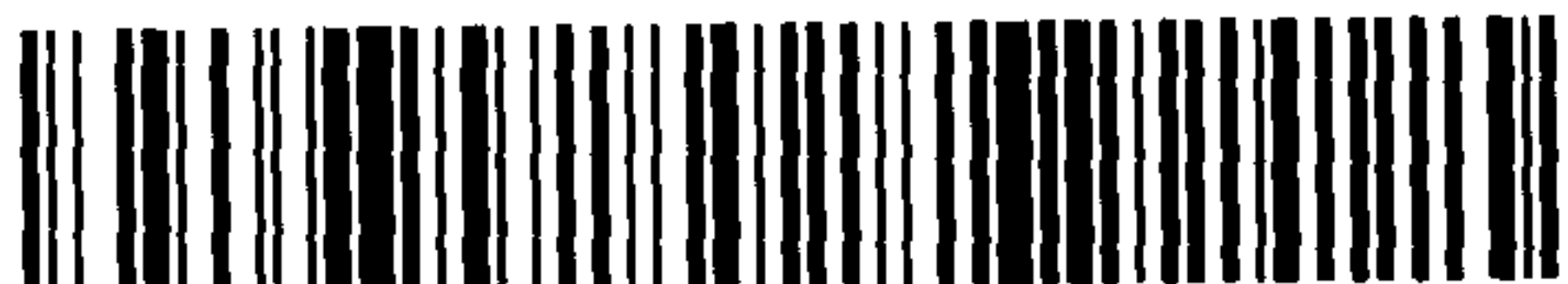
No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any State or other jurisdiction to the contrary.

The Trustee shall be entitled to receive reasonable compensation for the services of the Trustee hereunder.

ARTICLE ELEVENTH

Accounts of Trustee

The Trustee, at any time and from time to time, may render to the Grantor an account of the acts and transactions of the Trustee with respect to the income and principal of any trust created hereunder, from the date of the creation of such trust or from the date of the last previous account of the Trustee. After the death of the Grantor, the Trustee, at any time and from time to time, may render an account to


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the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, or any persons claiming through him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections).


The Grantor shall have full power and authority on behalf of all persons interested in any trust hereunder, whether such interest relates to income or principal, to settle any account of the Trustee. Such settlement shall be final and binding upon all persons so interested in such trust. Upon such settlement, the Trustee shall be fully and completely discharged and released from all further liability with respect to acts and transactions set forth in the account so settled.

The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

**ARTICLE TWELFTH
Decisions of Trustee Are Conclusive**

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.


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ARTICLE THIRTEENTH

No Contest

If any beneficiary under this Agreement, alone or in conjunction with any other person or persons, contests in any court the validity of this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof, or seeks to obtain an adjudication in any proceeding in any court that this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof is void, or otherwise seeks to void, nullify or set aside any of the foregoing, then that person's right to take any interest given to him or her by this Agreement shall be determined as if such person had predeceased the execution of this Agreement without surviving issue. The provisions of this Article shall not apply to any disclaimer by any person of any benefit under this Agreement or under any will.

The Trustee may defend, at the expense of the trust estate, any contest or other attack of any nature on this Agreement, any trusts created hereunder or any provision thereof.

ARTICLE FOURTEENTH

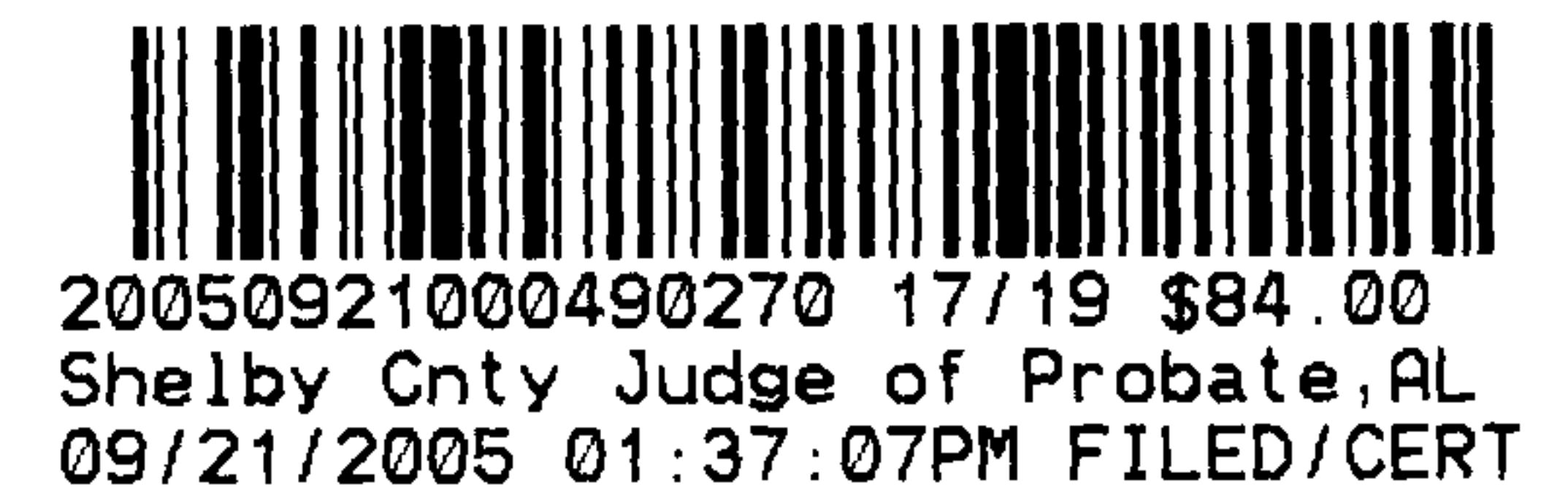
Simultaneous Death

If any beneficiary under this Agreement shall die simultaneously with the Grantor or any other person upon whose death such beneficiary shall become entitled to receive either income or principal under this Agreement, or in such circumstances as to render it difficult or impracticable to determine who predeceased the other, then for purposes of this Agreement such beneficiary shall be deemed to have predeceased the Grantor or such other person. The provisions of this Agreement shall be construed as aforesaid, notwithstanding the provisions of any applicable law establishing a different presumption of order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

ARTICLE FIFTEENTH

Rights of Beneficiaries Are Not Assignable

No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, transfer, encumber or otherwise dispose of such income or principal or any part thereof until the Trustee shall pay the same to such beneficiary. No income or principal shall be subject in any manner



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to any claim of any creditor of any beneficiary or liable to attachment, execution or other process of law prior to its actual receipt by the beneficiary.

ARTICLE SIXTEENTH Construction

The validity and construction of this Agreement and the trusts created hereunder shall be governed by the laws of the State of Alabama.

Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.

For purposes of this Agreement, the disability or incapacity of an individual (including the Grantor or any Trustee) shall be conclusively established by a written statement signed by such individual's then attending physician and filed with the records of any trust established hereunder attesting that, in such physician's opinion, such individual is unable to manage his or her affairs. Such written statement shall be conclusive evidence of such fact, and any third party may rely on same in dealing with any trust established hereunder and shall not be obliged to inquire whether such individual is no longer under such disability or incapacity at the time of such dealings.

Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.

If under any of the provisions of this Agreement any portion of the trust estate would be held in trust beyond a date twenty-one years after the death of the last survivor of the Grantor and the issue of the Grantor and other beneficiaries hereunder in being when this Agreement becomes irrevocable, or such later date permitted by the rule against perpetuities applicable in the State of Alabama; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

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ARTICLE SEVENTEENTH
Binding Effect

This Agreement shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the undersigned Grantor and upon the Trustee acting hereunder.

ARTICLE EIGHTEENTH
Short Name

Personal This Agreement and the trusts created hereunder may be referred to, in any other instrument, by the name: "THE BETTY JO COOPER SIBLEY REVOCABLE LIVING TRUST dated the 12th day of November, 2002". Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to "BETTY JO COOPER SIBLEY as Trustee under THE BETTY JO COOPER SIBLEY REVOCABLE LIVING TRUST dated the 12th day of November, 2002", with or without specifying any change in Trustee or any amendment to this Agreement.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

Betty Jo Cooper Sibley
BETTY JO COOPER SIBLEY, Grantor

Shelby County, AL 09/21/2005
State of Alabama

Deed Tax: \$19.00

[Signature]
WITNESS

[Signature]
WITNESS

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Joanna W. Ellard, a notary public, hereby certify that BETTY JO COOPER SIBLEY, 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 this the 12th day of November, 2002.

Given under my hand and official seal this the 12th day of November, 2002.

Joanna W. Ellard
NOTARY PUBLIC

My commission expires on: 4-21-2008

