

CERTIFICATION OF TRUST (BURT W. NEWSOME REVOCABLE TRUST)

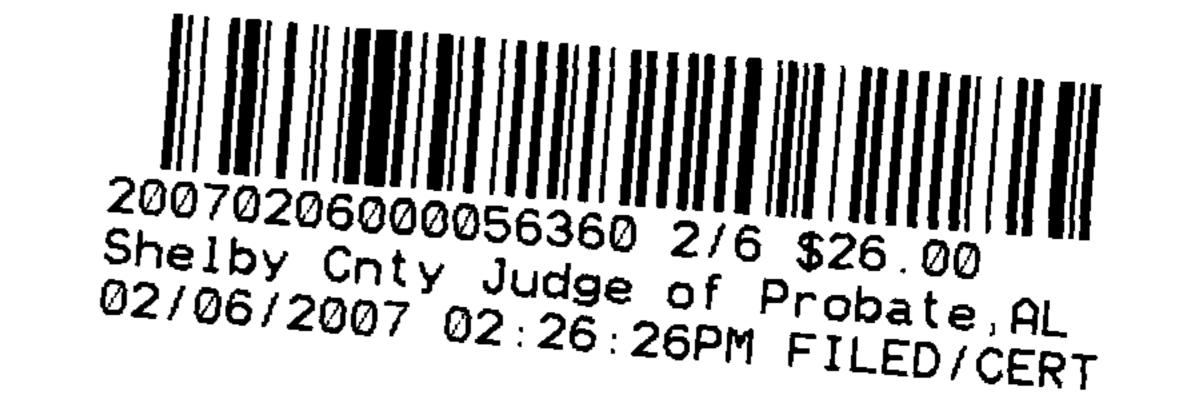
KNOW ALL MEN BY THESE PRESENTS THAT, Burt W. Newsome hereby presents this Certification of Trust, in lieu of providing a complete copy of the trust instrument, to establish the existence and terms of the trust as set forth below.

- 1. Purpose of Certification of Trust. The purpose of this Certification of Trust is (1) to certify the existence of the Burt W. Newsome Living Trust (the "Trust"), and identify the powers of the Trustee, and (2) to summarize some the more important provisions of the Trust so the Trustee can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, insurance companies, and others, without disclosing all of the provisions of the Trust, which is a private and confidential document.
- Cove, Birmingham, Alabama 35242, as "Trustor", created the Trust, known as the Burt W. Newsome Revocable Trust, by executing a Revocable Trust Agreement, dated the \(\subseteq \frac{\fr
- 3. <u>Trust Revocable.</u> The Trust is revocable. The Trustor reserved the right to revoke, amend or modify the Trust Agreement during his life. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- 4. The Trustee. The Trust Agreement names Burt W. Newsome, having an address as aforesaid, as trustee (referred to as the "Trustee"). The Trust Agreement names the survivor of Burt W. Newsome as successor trustee (referred to as "successor Trustee"). The Trust Agreement names Sherrie Phillips, as successor trustee (also referred to as "successor Trustee").
- 5. <u>Powers of the Trustee.</u> Following is a verbatim copy of the Powers of the Trustee as set forth in Article VII of the trust instrument:

ARTICLE VII

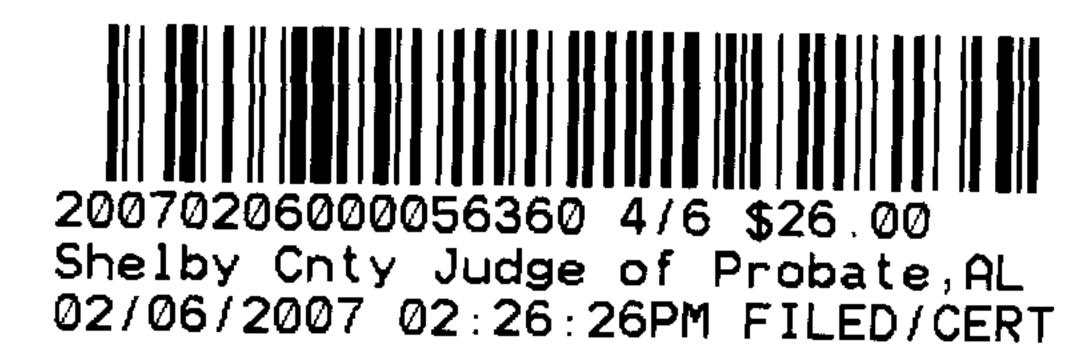
Powers of the Trustee

A. The trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee:



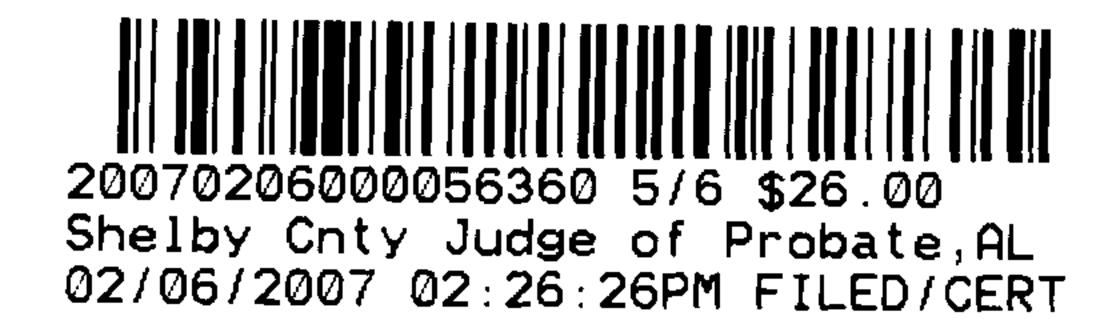
- 1. To collect the income on trust property.
- 2. To compromise, abandon, adjust and settle in the trustee's discretion any claim in favor of or against the trust.
- 3. To hold and retain without liability for loss or depreciation any property or securities transferred to the trustee or to which the trustee becomes entitled, including any partnership interest (whether general, limited or special), shares of regulated investment companies or trusts (whether open-end or closed-end), stock or interest in any family corporation, partnership or enterprise, or any stock or obligation of bank (and any successor thereto) or any of its affiliates, without regard to any statutory or constitutional limitations applicable to the investment of funds and though the retention might violate principles of investment diversification, so long as the trustee shall consider the retention for the best interests of the trust.
- 4. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, 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 or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, common trust funds, securities, shares of regulated investment companies or trusts, currencies, partnerships (whether general, limited, or special), or other property, real or personal (including undivided interests therein and partial interests such as life estate, term or remainder interests), domestic or foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as the trustee may deem suitable, whether so-called "legal" investments of trust funds or not, provided, however, that the corporate trustee, acting alone, is authorized to make temporary investments in interest bearing securities and notes, and to purchase and sell fractional shares and subscription rights to which the trust may become entitled.
- 6. To vote any stock or other security 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 consent for or with respect thereto; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.
- 7. 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.
- 8. 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, grant easements in or over, dedicate or adjust the boundaries as to any such property.

- sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials and any other items or 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 products 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 trustee deems 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 trustee may approve, and in general to take any action which the trustee deems necessary or desirable in such operation of farms and woodlands.
- 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 pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the trustee 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 instruments or agreements in connection therewith as the trustee deems necessary or desirable.
- 11. To borrow money from any lender, including the trustee, for such time and upon such terms as the trustee sees fit, with or without security on or mortgage of any real property or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.
- 12. To advance money to or for the benefit of any trust for any purpose of the trust, and the trustee shall be reimbursed for the money so advanced with reasonable interest thereon from the trust or from any funds belonging thereto.
- my spouse's estate, and to purchase property from the personal representative of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification.
- 14. To hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though such money be commingled with other funds of the trustee (in which case the trustee shall keep a separate account of the same on the books of the trustee), and the trustee 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 trustee deems necessary or desirable for the administration of the trust, and to treat as an expense of the trust any compensation so paid.
- 16. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustee, in the name of a nominee, or in unregistered form.
- 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,



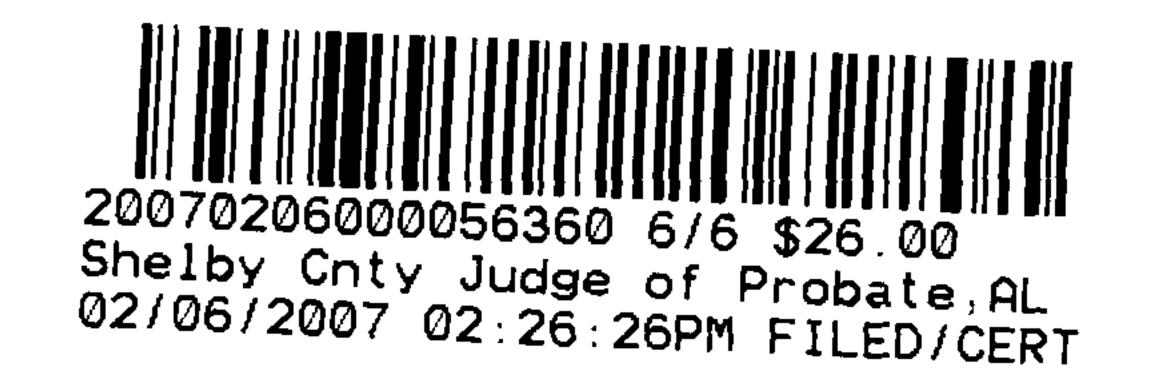
depletion or such other purposes as the trustee deems necessary or desirable.

- To determine whether any money or property coming into the hands of the trustee 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, in each case in accordance with the provisions of the Alabama Principal and Income Act, if applicable, or if not applicable, as the trustee may deem just and equitable; provided, however, that any proceeds received by the trustee from any "retirement plan," meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Internal Revenue Code of 1986, as from time to time amended, or any nonqualified deferred compensation agreement, salary continuation agreement, or similar arrangement, shall be treated by the trustee as principal, except that any income earned within the retirement plan from such proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the proceeds to the trustee shall be treated by the trustee as income when received.
- 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 to the trust from which income has been payable to such beneficiary.
- 22. To divide or distribute the trust property as provided for hereunder in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to determine the value of any property so allocated, divided, or distributed; and to determine the share and identity of persons entitled to take hereunder.
- 23. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.
- 24. To merge and consolidate at any time after the death of the last to die of my spouse and me all the trust property with the trust property of any trust created by my spouse during the life of my spouse or by will and held by the same trustee for the benefit of the same persons who are beneficiaries hereunder, upon substantially the same terms and conditions as those set forth herein, and thereafter to administer the trust property as a single trust hereunder.
- 25. To receive any property, real or personal, to be added to the trust, from my spouse in any event (and, if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise.
- B. The powers granted in this Article shall be in addition to those granted by law and maybe exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.
 - C. To the extent that such requirements can legally be waived, no trustee



hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

- D. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee are acting in compliance with this instrument shall fully protect all persons dealing with a trustee.
- E. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- F. The compensation of an individual serving as trustee shall be commensurate with that generally being paid to corporate trustees in Alabama. The compensation of a corporate trustee shall be in accordance with its published schedule of fees as in effect at the time the services are rendered. Such compensation may be charged to principal or to income or partly to each in the discretion of the trustee.
- 6. <u>Signature Authority.</u> The Trustee may sign all documents exercising the powers of the Trustee. Under the Trust Agreement no other person is required or needed to sign any such documents for them to be effective as to the Trust. Likewise, each Successor Trustee, when their respective appointments begin, may sign all documents exercising the powers of the Trustee, and under the Trust Agreement no other person is required or needed to sign such documents for them to be effective as to the Trust.
- Reliance by Third Parties. This Certification of Trust is executed as evidence of the existence of the foregoing Trust Agreement. Any person or entity may rely upon this Certification of Trust as evidence of the existence of said Trust Agreement, and of the existence of those provisions of the Trust Agreement set forth or referred to herein, and of the rest of the assertions contained herein, and is relieved of any obligation to verify that any transaction entered into by a Trustee or successor Trustee thereunder is consistent with the terms and conditions of said Trust Agreement.
- 8. Short Name of the Trust. The name of this Agreement and the trusts created hereunder shall be the "Burt W. Newsome Revocable Trust". Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to "Burt W. Newsome as Trustee under the Burt W. Newsome Revocable Trust" with or without specifying any change in Trustee or any amendment to this Agreement.
- 9. <u>Attachments.</u> In the event that a person or entity requesting a Certification of Trust requires additional information not contained herein and/or copies of pages from the Trust, and the



Trustor agrees to furnish same, then in such event, the undersigned does hereby certify that those documents which are attached hereto and incorporated herein by reference are true and correct copies of the following described pages from the Trust Agreement (write in blank space description of attached documents, e.g., "first page", "signature page", etc., or if none, write "None" or "Not Applicable").

IN WITNESS WHEREOF, the Trustor has executed this Certification of Trust as of this 5th day of February, 2007.

BURT W. NEWSOME, Trustor

STATE OF ALABAMA
COUNTY OF Shells

I. Man New Some, a notary public, hereby certify that BURT W. NEWSOME, whose name is signed to the foregoing Certification of Trust, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Certification of Trust, he executed the same voluntarily on the date first written above.

Notary Public

My Commission Expires on: