

BHM0708868


Reli, Inc.
the TITLE and CLOSING PROFESSIONALS
3595 Grandview Parkway, Suite 600
Birmingham, AL 35243

Trustee's Affidavit

Kemberly G. Armstrong being first duly sworn upon oath, deposes and says:

1. Affiant is the trustee of the hereinafter-named living trust and as such has the authority to execute this Affidavit.
2. This Trustee's Affidavit relates to the Armstrong Living Trust, dated May 15, 1997.
3. The name of the currently serving Cotrustee of the above-described trust is:
Kemberly G. Armstrong
4. Selected provisions of the trust including the pages naming the initial trustees, creating the trust, relevant trustee powers, statement of revocability of the trust, the designation of successor trustees, and a copy of the signature pages, may be attached to this affidavit or are available upon request.
5. Pursuant to the terms of the trust agreement, any person may rely upon this Trustee's Affidavit as evidence of the existence of said trust 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.
6. The other provisions of the trust are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the trustee.
7. The trust agreement has not been revoked.
8. The trust has not been amended or changed in any way.

Kemberly G. Armstrong
Kemberly G. Armstrong, Trustee


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Shelby Cnty Judge of Probate, AL
03/13/2007 02:46:32PM FILED/CERT

STATE OF ALABAMA

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) ss.

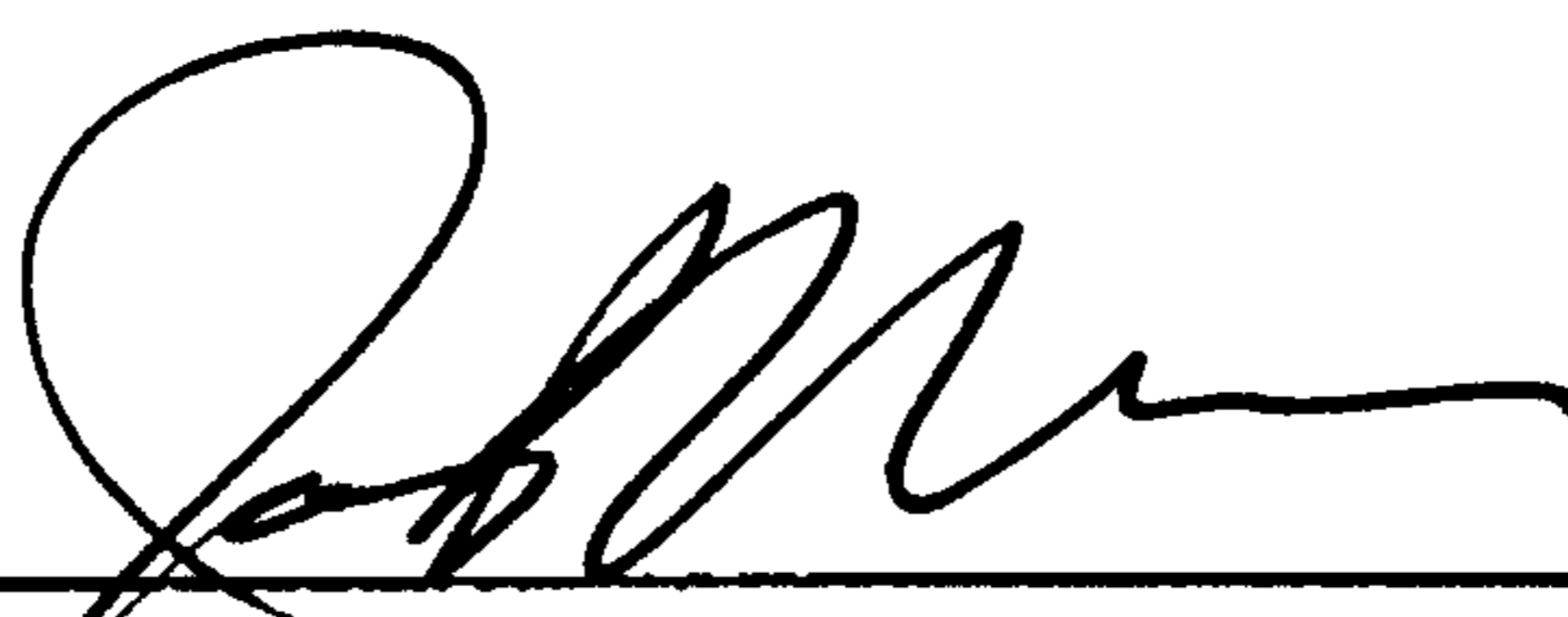
COUNTY OF JEFFERSON

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On this day, ~~Feb~~ March 1, 2007, before me personally appeared Kemberly G. Armstrong, as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing Trustee's Affidavit, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]



Notary Public, State at Large

My commission expires: 9/12/2010



ARMSTRONG LIVING TRUST

Article One

Trust Creation

Section 1. Parties to My Trust

My Trust Agreement, dated May 15, 1997, is made between KEMBERLY G. ARMSTRONG, the Trustor, also known as KEMBERLY GORFF ARMSTRONG, and the following Initial Trustee:

KEMBERLY G. ARMSTRONG

Section 2. Name of My Trust

My Trust may be referred to as the:

ARMSTRONG LIVING TRUST, dated May 15, 1997.

The formal name of my Trust and the designation to be used for the transfer of title to the name of my Trust is:

KEMBERLY G. ARMSTRONG, Trustee, or her successors in trust, under the ARMSTRONG LIVING TRUST, dated May 15, 1997 and any amendments thereto.

Section 3. Revocable Living Trust

My Trust is a revocable trust.

Section 4. Trustor as Trustee

Unless otherwise provided in my Trust Agreement, when I am serving as Trustee under my Trust, I may conduct business and act on behalf of my Trust without the consent of any other Trustee.

Article Eleven

Trustee Powers

Section 1. Powers

In addition to any power hereinafter specifically granted to my Trustee, it is my intention that my Trustee have the power respecting my Trust Estate that an absolute owner of such property would have. In accordance with such intention, any power my Trustee needs to administer my Trust Estate, which is not hereinafter listed, shall be considered as provided for herein.

a. Retention of Property

My Trustee shall have the power to retain any property received into my Trust at its inception, or later added to my Trust without regard to whether my Trust investments are diversified, as long as my Trustee considers that retention is in the best interests of my Trust or is in furtherance of my goals in creating my Trust.

b. Additions

My Trustee shall have the power to receive additions to the assets of the various trusts created under my Trust Agreement from any source.

c. Business Participation

My Trustee shall have the power to form, terminate, continue or participate in the operation of any business enterprise including a corporation, a sole proprietorship, a general or limited partnership or a limited liability company and to effect any form of incorporation, dissolution, liquidation or reorganization, including, but not limited to, recapitalization and reallocation of classes of shares or other changes in the form of the business enterprise or to lend money or make a capital contribution to any such business enterprise.

d. Make Investments

My Trustee shall have the power to invest and reinvest the assets of my Trust as my Trustee may determine to be in the best interests of my Trust without limitation by any law applicable to investments by fiduciaries. The permitted investments and reinvestments may include securities such as common or preferred stock, mortgages, notes, subordinated debentures and warrants of any corporation, any common trust fund administered by a corporate fiduciary, other property real or personal, including

savings accounts and deposits, interests in mutual or money market funds or investment trusts, annuities and insurance whether or not such investments are unsecured or of a wasting nature.

e. Life Insurance

My Trustee shall have the power to obtain, by purchase or by gift or by conversion, reissue, consolidation or by any other means, and hold as an asset of my Trust, policies of insurance on my life or the life of any other beneficiary of my Trust. My Trustee is authorized and empowered to exercise, either before or after my death, all of the rights, options, elections or privileges exercisable in connection with such policies. These rights and options should include, but not be limited to, incapacity benefits, the right to borrow money with which to pay premiums (or other charges) on any policy owned by my Trust (including any automatic premium loan feature) or for any other trust purpose, the right to elect among settlement options offered by the insurance company that issued such policy, the right to convert such policy to paid-up insurance, extended term insurance or to any different form of insurance, and the right to arrange for the automatic application of dividends in reduction of premium payments (or other charges) with regard to any policy of insurance held in the Trust Estate. Regarding any such policies:

1. I represent that any policies of life insurance currently transferred into my trust, or that will be transferred to my trust hereinafter or purchased at my direction, have been selected (or will be selected) solely by myself based on my study and evaluation of (a) the sufficiency of the policy to meet the goals of my Trust, (b) whether or not available policy elections should be made, and (c) the current and projected financial strength and viability of the company issuing the policy.
2. My Trustee has made no representations to myself concerning these policies and none of my study and evaluation of the policy or policies has been based on any representation by my Trustee. Furthermore, my Trustee is under no obligation to examine such policies upon receipt or to make subsequent or periodic evaluations of same. The obligations to examine and evaluate shall remain exclusively with myself.
3. In the event that I or any beneficiary hereunder shall at any time (1) question the sufficiency of any life insurance policy, (2) determine that available policy elections should be made, or (3) question the continued financial strength or viability of

the carrier, it shall be their absolute obligation to inform my Trustee of those facts in writing. My Trustee shall be indemnified and held harmless for any actions taken pertaining to policies held by my Trust except for the payment of policy premiums from available assets.

f. Dealing With Property

My Trustee shall have the power to acquire, grant, hold in a safe deposit box or dispose of property including puts, calls and options (including options on stock owned by the estate), for cash or on credit, including maintaining margin accounts with brokers, at public or private sale, upon such terms and conditions as my Trustee may deem advisable, and to manage, develop, improve, exchange, partition, change the character of, or abandon property, or any interest therein, or otherwise deal with property.

Specifically, my Trustee shall have the power to use and expend my Trust income and principal to conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; to take all appropriate remedial action to contain, clean up or remove any environmental hazard, including a spill, release, discharge or contamination, either on my Trustee's own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; to institute legal proceedings concerning environmental hazards or contest or settle any such legal proceedings brought by any local, state or federal agencies concerned with environmental compliance, or by a private litigant; to comply with any local, state or federal agency order, or court order directing an assessment, abatement or cleanup of any environmental hazards; to employ agents, consultants and legal counsel to assist in or perform the above undertakings or actions; and, in general, to take all appropriate actions to prevent, identify, or respond to any actual or threatened violations of any environmental law or regulation thereunder.

No Trustee under my Trust Agreement shall be liable for any loss or depreciation in value sustained by my Trust as a result of my Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law unless my Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence. Moreover, my Trustee shall not be obligated to accept any property on behalf of my Trust without my Trustee first having the opportunity to determine, in my Trustee's discretion, that such property is not contaminated by any hazardous or toxic materials or substances, and that such property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or



discharge of any hazardous or toxic materials or substances. Finally, my Trustee shall have the power to disclaim any power that, in my Trustee's discretion, will or may cause my Trustee to be considered an "owner" or "operator" of property held in my Trust Estate under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time. This power to disclaim, as contained herein, shall apply to any such power, whether actually set forth under my Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

g. Borrowing Authority

My Trustee shall have the power to borrow funds from any person, including my Trustee; to guarantee indebtedness or indemnify others in the name of my Trust and to secure any such obligation by mortgage, pledge, security interest or other encumbrance; and to renew, extend or modify any such obligation for a term within or extending beyond the administration of the term of my Trust. No lender shall be bound to see to, or be liable for, the application of the proceeds of any obligation and my Trustee shall not be personally liable for any obligation.

h. Leasing Authority

My Trustee shall have the power, with respect to real or personal property, to make, renew or amend for any purpose a lease, as lessor or lessee, for a term within or beyond the term of my Trust with or without option to purchase.

i. Natural Resources

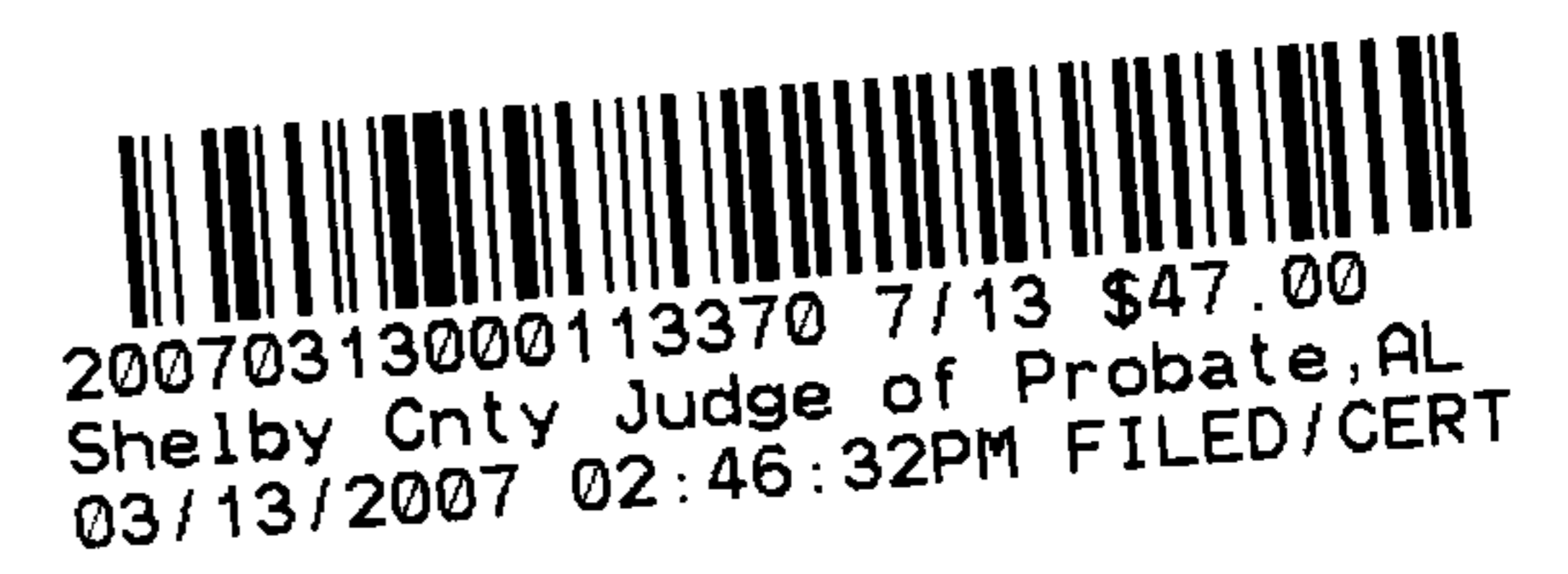
My Trustee shall have the power to enter into any arrangement or agreement, including a lease, pooling or unitization agreement for exploration, development, operation, conservation and removal of minerals or other natural resources.

j. Voting Rights

My Trustee shall have the power to vote a security in person or by general or limited proxy; to participate in or consent to any voting trust, reorganization, dissolution, liquidation or other action affecting any securities; and to deposit securities with, and transfer title to, a protective or other committee.

k. Title to Assets

My Trustee shall have the power to hold securities and other property in negotiable form or in the name of a nominee (including "street name" of a broker) or by deposit to a clearing corporation, with or without disclosure of the Trustee relationship, but



my Trustee shall be responsible for the acts of any nominee in the scope of the nominee's authorized actions with respect to such property or clearing corporation in connection with the property.

l. Insurance

My Trustee shall have the power to insure the assets of my Trust against any risk, and my Trustee against liability, with respect to third persons.

m. Settlement of Disputes

My Trustee shall have the power to pay or contest any debt or claim; to compromise, release and adjust any debt or claim; and to submit any matter to arbitration.

n. Payment of Expenses

My Trustee shall have the power to pay any taxes, assessments, reasonable compensation of my Trustee and other expenses incurred in the collection, management, care, protection and conservation of my Trust Estate.

o. Principal and Income

My Trustee shall have the power to allocate items of income or expenditure to either income or principal and to create reserves out of the income as my Trustee, in my Trustee's discretion, deems appropriate and my Trustee's decision, made in good faith with respect thereto, shall be binding and conclusive on all persons. This power of allocation shall also apply to income during administration of my Trust after my death.

p. Distribution of Trust Property

My Trustee shall have the power to make any distribution or payment in kind or in cash, or partly in kind and partly in cash, and to cause any share to be composed of cash, property or undivided interests in property different in kind from any other share, either pro rata or non pro rata, without regard to differences in the tax basis of such property and without the requirement of making any adjustment of the shares by reason of any action taken pursuant hereto.

Any division, allocation, apportionment or valuation of the property to distribute the assets to or among any of the trusts, shares or beneficiaries shall be made by my Trustee, and the good faith determination of my Trustee shall be binding and conclusive on all parties.

q. Litigation

My Trustee shall have the power to prosecute or defend actions, suits, claims or proceedings for the protection or benefit of my Trust and my Trustee in the performance of my Trustee's duties.

r. Employment of Agents

My Trustee shall have the power to employ agents, including attorneys, accountants, investment advisors, custodians, appraisers or others, including any firm of which my Trustee is a member, to advise or assist my Trustee, to delegate to them fiduciary powers and to indemnify them against liability for positions taken in good faith and with reasonable basis.

s. Corporate Fiduciary

If any stock of a corporate trustee, or of any affiliate or successor of a corporate trustee, shall be included in the assets of my Trust, my Trustee shall have full authority, in my Trustee's discretion, and notwithstanding any regulation or rule of law to the contrary to retain the stock and any increases resulting from stock dividends and stock splits and from the exercise of purchase rights and the purchase of fractional shares needed to round out fractional share holdings that may arise concerning the stock. My Trustee shall vote the stock either directly or by proxy, except to the extent my Trustee is prohibited by law from voting the stock, in accordance with the written instructions of a majority of the then living beneficiaries then entitled to current distributions of income or their Personal Representatives. In the event no instruction is given, my Trustee is authorized to vote the stock in the best interests of the beneficiaries in view of the purposes for which my Trust was created.

t. Investment Transactions

With regard to record keeping for investment transactions, my Trustee need not provide copies of confirmations or similar notifications each time a trade or investment transaction occurs, but investment transactions shall be set forth in my Trustee's periodic accounting.

u. Repairs and Improvements

My Trustee shall have the power to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings.

v. Business Personnel

My Trustee shall have the power to elect or employ directors, officers, employees, partners or agents of any business and to compensate such persons, whether or not any such person is a Trustee, director, officer, partner or agent of my Trustee or a beneficiary of my Trust.

w. Farm or Ranch Property

With respect to farm or ranch property, my Trustee shall have all necessary powers to participate in and operate any farming (including tree farming) or ranch operation personally or with hired labor, tenants or sharecroppers, to lease any farm for cash or a share of crops under a lease that permits or precludes the material participation of my Trustee to fertilize and improve the soil; to employ conservation practices; to participate in government programs; and to perform any other acts deemed by my Trustee necessary or desirable to operate the property. In making a decision whether to materially participate in farming or ranch operations, my Trustee shall consider whether an election should be made or has been made under Code Section 2032A to qualify for special farm-use valuation.

x. Ancillary Trustees

If, for any reason, my Trustee deems it advantageous to act through an ancillary Trustee, my Trustee may designate an ancillary Personal Representative or Trustee qualified to serve in the jurisdiction where such ancillary Trustee is to act and may delegate to such ancillary Trustee such of the powers granted under my Trust Agreement as my Trustee deems advisable without being chargeable with loss, if any, arising out of such designation or delegation. My Trustee may specify whether any corporate Trustee, or any person or persons acting in an ancillary capacity hereunder, shall serve with or without bond. Except as may be otherwise specifically provided, no ancillary Trustee need comply with the provisions of any Uniform Trustee's Accounting Act, the Uniform Trust Act or similar acts in force in any state where the fiduciary may be acting.

y. Retention of Closely Held Interest

My Trustee shall have the power to retain any real estate interests, closely held securities or affiliated companies or business interests, and to sell or dispose of such interests only after careful consideration and after determining that sale or disposition is under the existing circumstances in the best interests of my Trust or its beneficiaries.



If at any time my Trust holds any stock in an S corporation, and my Trustee deems it appropriate for such corporation to maintain its Subchapter S election, or if my Trustee deems a Subchapter S election advisable for any corporation the stock of which is held in my Trust, my Trustee may take all of the necessary actions to segregate the S corporation stock, or other corporation stock for which a Subchapter S election is to be made, from the other assets of my Trust, and in my Trustee's discretion, and otherwise consistent with the terms of my Trust to the greatest extent possible, may form new trusts and may amend the terms of my Trust Agreement as would be necessary to establish Qualified Subchapter S Trusts to hold the said S corporation stock and assets in compliance with Code Sections 1361(b) and 1361(d)(3).

z. Exercise of Authority

Except as otherwise provided in my Trust Agreement, my Trustee shall have the power to do all acts that might legally be done by an individual in absolute ownership and control of property.

aa. Power to Divide or Combine Trusts

My Trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created when my Trustee, in my Trustee's discretion, determines that division is desirable or advisable in view of tax considerations, including considerations related to income tax, gift tax, inheritance tax or generation skipping transfer tax or other objectives of the trusts and their beneficiaries.

My Trustee shall not be required to make a physical segregation or division of the various trust shares created under my Trust Agreement except as segregation or division may be required by reason of the termination and distribution of any of the trust shares, but my Trustee shall keep separate accounts and records for different undivided interests.

My Trustee, in my Trustee's discretion, shall have the further power to combine two or more trusts or trust shares having substantially the same terms into a single trust for purposes of administration when tax or other factors indicate that such combination would be desirable or advisable.

In deciding whether to combine trusts or trust shares, my Trustee shall consider the generation skipping "inclusion ratio" of the trusts or trust shares to be combined. Trusts or trust shares having the same inclusion ratios may be combined. Trusts or trust shares having different inclusion ratios should generally not be combined unless

their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries within the meaning of Code Section 2654(b) and the applicable regulations thereunder.

Specifically, unless there is a Personal Representative, my Trustee has the authority to allocate any portion of my respective exemptions under Code Section 2631(a) to property as to which I am the respective transferor, including any property transferred by myself during my lifetime as to which I did not make an allocation prior to my death. My Trustee also has the authority to make the special election under Code Section 2652(a)(3). If Code Section 2631(a) or 2652(a)(3) is not interpreted as to allow a Trustee to exercise such election, then a Personal Representative shall be appointed and is authorized to allocate my respective exemptions and to exercise the said special election.

If my Trustee considers that any distribution from a trust or trust share hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to the federal generation skipping transfer tax payable by the distributee, my Trustee may increase the distribution by an amount that my Trustee would estimate to be sufficient to pay that tax and any additional tax thereon, and shall charge the same against the trust or trust share to which the tax relates.

If my Trustee considers that any termination of an interest in my Trust or a trust share hereunder is a taxable termination subject to the federal generation skipping transfer tax, my Trustee may pay that tax from the portion of the property to which the tax relates without any adjustment of the relative interests of the beneficiaries.

bb. Termination of Small Trust

If at any time after my death the costs of administration of my Trust (or any share thereof) are of such an amount in relation to the then principal and undistributed income of my Trust (or any share thereof) that my Trustee, in my Trustee's discretion, determines that my purposes in establishing my Trust would no longer be served, and if my Trustee deems it advisable to distribute the then principal and undistributed income of my Trust (or any share thereof) to the then living beneficiary or beneficiaries, my Trustee (other than any then current beneficiary of my Trust who, if then serving as a Trustee, may appoint an independent Trustee to serve only for the purpose of determining the advisability of termination in such independent Trustee's sole discretion) may do so without responsibility on the part of my Trustee. Such a distribution on behalf of a beneficiary under a disability, in the Trustee's discretion, may be made to the Guardian of the person of such beneficiary, or to the parent of such beneficiary, if such beneficiary is a minor, or may be applied by my Trustee for such beneficiary's benefit.

Trustor:

Kemberly G. Armstrong
KEMBERLY G. ARMSTRONG

Trustee:

Kemberly G. Armstrong
KEMBERLY G. ARMSTRONG

STATE OF ALABAMA)

SS

COUNTY OF JEFFERSON)

I, Melissa Lee Banks, hereby certify that KEMBERLY G. ARMSTRONG, Trustor and Trustee whose name, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 15th day of May, A.D. 1997.

Melissa Lee Banks
Notary Public

State At Large
Title

My commission expires July 22, 2008.

Prepared by:

R.F. (Ben) Stewart III
Stewart Keever L.L.C.
100 RiverPoint Corporate Center
Suite 205
Birmingham, AL 35243
(205) 970-0034 FAX (205) 970-0119