


TRANSFER OF WESTERN STEEL INC

FROM WILLIAM B CASHION

TO WILLIAM B CASHION TRUST


20120118000021990 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
01/18/2012 03:22:47 PM FILED/CERT

A Compromise Settlement was reached between William B Cashion **Grantor** born January 8th 1929 a married man and the WILLIAM B CASHION TRUST, a NEVADA Spendthrift TRUST operating under the laws of Nevada . The address of William B Cashion Trust is PO box 27740 Las Vegas Nevada 89126-7740. The William B Cashion trust shall in this agreement also be called WBC Trust or William B Cashion Trust . Whereas , William B Cashion and William B Cashion Trust have reached a compromise settlement in District Court Clark County Nevada case no A-11-653097-C hereafter called the compromise settlement.

Whereas, William B. Cashion owns or controls all or most of shares or interest or ownership of Western Steel INC either through himself or a nominee .

Whereas , Western Steel inc is an Alabama Corporation is whose registered office street address has been 3360 Davey Allison BLVD in Hueytown Alabama 35023,

Whereas the WBC Trust has William B Cashion as the primary beneficiary ,

WHEREAS , it is agreed that there is great urgency to transfer ownership and control of assets promptly fully and completely before the value of these assets might decreases,

Whereas Steven Mark Hayden is attorney on fact on this day for William B Cashion,

Whereas William B Cashion though his agent agreed to this transfer in Nevada District Court,


THEREFORE,

William B Cashion affirms that he will abide by all provisions of the compromise settlement of case no. A-11-653097-C in Clark County Nevada.

William B Cashion *irrevocably assigns, grants, conveys, invests, transfers* all his interest in **Western Steel inc** an Alabama Corporation to William B Cashion Trust.

William B Cashion permanently and fully releases grants conveys all rights title interest and shares of Western Steel Inc that he owns to William B Cashion Trust. William releases all interest in the property he owns that Western Steel uses in their operations to William B Cashion Trust. William B Cashion releases all rights ownership title and interest to property that he has leased to Western Steel Inc , and grants title to property to William B Cashion Trust. William B Cashion releases grants all documents records computer files and other personal property he possesses at 3360 Davey Allison BLVD in Hueytown Alabama to William B Cashion Trust. William B Cashion grants the WBC Trust the right to enter Western Steel at 3360 Davey Allison BLVD and take all documents in his office and personal property in his office.

William B Cashion declares he is full complete and sole owner of Western Steel Inc. William B Cashion agrees to provide all necessary documents including corporate articles of incorporation and Bylaws from Western Steel Inc and all past and present documents corporate documents of Western steel Inc to WBCNST by mailing them to William B Cashion Trust at P.O. Box 27740 Las Vegas Nevada 89126-7740 . William B Cashion will sign all necessary documents to provide a stock certificate documenting that WBCNST owns fully and completely all the interest and ownership of Western Steel Inc. William B Cashion will guarantee transfer of a stock certificate to William B Cashion Trust at P.O. Box 27740 Las Vegas Nevada 89126-7740 .


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William B Cashion will take no act to damage WBC Trust's claim to ownership of Western Steel Inc or control by WBCNST of Western Steel Inc stock or its assets . William B Cashion and his agents will take no act to inhibit impede or delay the transfer of Western Steel Inc and its assets to control and ownership of WBCNST.

William B Cashion irrevocably assigns the right to vote all shares to trustee of William B Cashion Trust from this day forward.

William B Cashion his heirs and assigns will defend this transfer and complete transfer to William B Cashion Trust including paying penalty to WBC Trust for failure or delay in providing stock certificate and all corporate documents to WBCNST at P.O. Box 27740 Las Vegas Nevada 89126-7740 . William B Cashion his heirs and assigns agree to deliver to WBCNST trust all company documents of Western Steel Inc and complete every necessary document to complete this transfer of Western Steel Inc and its assets immediately to WBCNST Trust . Should William B Cashion NST Trust incur any costs expenses related to this transfer William Cashion will pay all such cost .William B Cashion will pay all costs to enforce this agreement and transfer the ownership of Western Steel Inc including all court costs ,attorney fees, and other legal expenses . William B Cashion agrees to pay will pay all such costs and all expenses including legal expenses to WBCNST Trust within ten business days of written invoice. William B Cashion will pay all costs of enforcing this agreement and transferring ownership of Western Steel inc to WBC Trust including legal fees, state taxes federal taxes, IRS taxes and local taxes and any taxes or fees of any sort . William B Cashion will complete transfer and take no action or deed by himself or an agent of him his heirs or assigns will defeat the transfer with the value of Western Steel Inc. intact .

William B Cashion and his agent will not reduce diminish decrease the value of Western Steel Inc in any way. William B Cashion his heirs and assigns will fully cooperate with signing all additional documents that might in future need to be signed to complete this transfer. William B Cashion his heirs and assigns shall generously compensate WILLIAM B CASHION TRUST for any action or failing to do any action that impairs this transfer of this property or delays slanders or impairs ownership rights of WBCNST Trust to Western Steel Inc . If litigation becomes necessary to complete this transfer to WBC NST TRUST , then William B Cashion his heirs and assigns agree to pay damages in millions dollars for any delay to provide documentation or other act which completes transfer immediately and maintains the value of transferred asset to WBCNST. All agents of William B Cashion and Western Steel Inc are instructed to fully cooperate with and abide by the compromise settlement. William B Cashion holds harmless all agents of his own, WBC Trust ,or Western Steel inc that fully cooperate with the enforcement of this

contract and the Compromise Settlement of District Court Clark County Nevada case no A-11-653097-C .

William B Cashion his heirs and assigns and agents will take no action to injury decrease or encumber the value of the property to William B Cashion NST Trust and will restore any damages caused to William B Cashion Trust by contesting this transfer or loss of value of property transferred . Should William B Cashion his heirs or assigns or any party acting on their behalf or at their request ever contest this transfer , William B Cashion warrants that he will defend this transfer and pay TRUST OF WILLIAM B CASHION for all expenses promptly fully and completely for all expenses, costs, attorney fees ,court costs appeals and any other related expense related to preserving the transfer of this property to William B Cashion Trust and hold harmless all agents of himself Western Steel Inc, and WBCNST involved in transfer.

William B Cashion his heirs and assigns agree that they will abide by the "compromise settlement" of District Court Clark County Nevada case no A-11-653097-C . The terms of this agreement will be construed in favor of WILLIAM B CASHION TRUST. William B Cashion agrees to submit to enforcement of this document and compromise settlement in District Court of Clark County Nevada. A Copy of this document is as valid as the original.



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William B Cashion by Attorney in Fact

For Grantor William B Cashion

Steven Mark Hayden as Power of Attorney

For William B Cashion NST Trust

Trustee

X Angela Rae Hayden

ANGELA RAE HAYDEN

STATE OF ALABAMA

COUNTY OF ELMORE

I the undersigned, a Notary Public in and for said County and State, hereby certify that Steven Mark Hayden, , whose names is signed to the foregoing instrument and who are known to me, Swore to, Subscribed to and Acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand on this 6 day of January, 2012

Ann Culver Morgan

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires

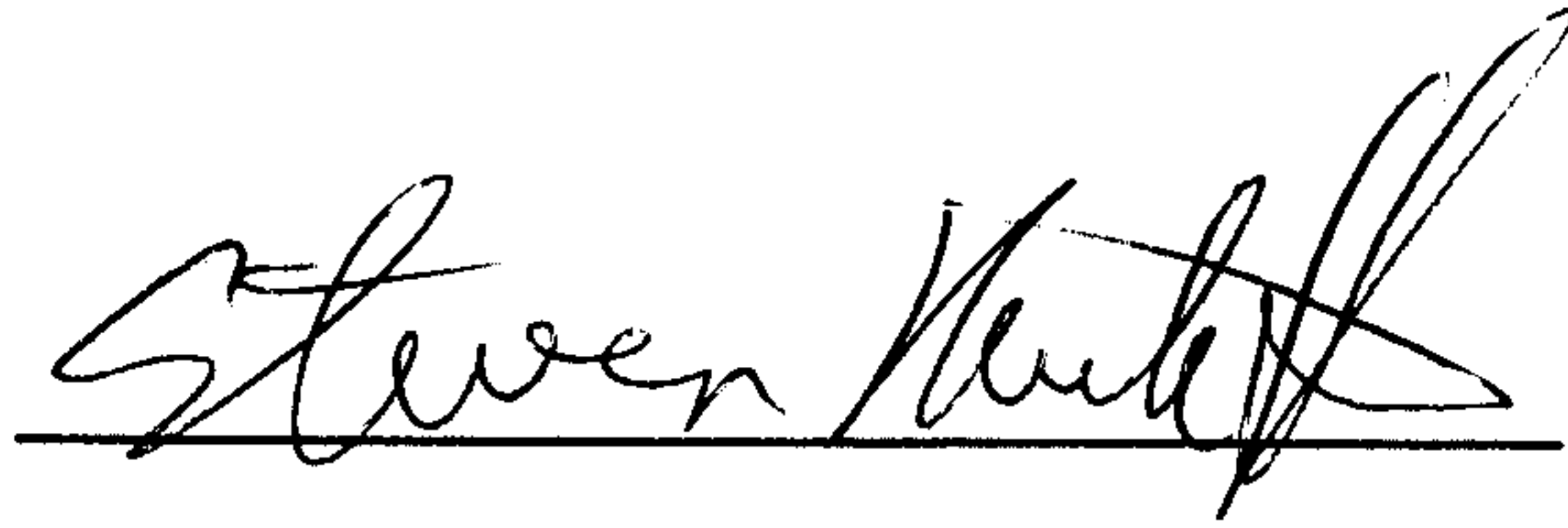


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AFFIDAVIT BY AGENT ACTING UNDER POWER OF ATTORNEY

I do not have any actual knowledge of the termination of that power by revocation incapacity or death, disability ,incompetency, or incapacity ,of the principal .I am acting under Durable Power of Attorney for William B Cashion dated January 29 2007 .

AGENT STEVEN MARK HAYDEN



STATE OF ALABAMA

COUNTY OF ELMORE

I the undersigned, a Notary Public in and for said County and State, hereby certify that Steven Mark Hayden, , whose names is signed to the foregoing instrument and who are known to me, Swore to, Subscribed to and Acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand on this 6 day of January, 2012



My Commission Expires

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MY COMMISSION EXPIRES: Mar 19, 2014
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