

THE CHARLES EDWARD CAVER, JR., IRREVOCABLE TRUST

ARTICLE I AGREEMENT

This Trust Agreement is made this 2nd day of May, 2000, by Virginia Dale Nunn, of Jefferson County State of Alabama, (hereinafter referred to as "Settlor" and Morgan-Keegan Trust Company, as Trustee. This is an irrevocable trust for the benefit of Settlor's child, Charles Edward Caver, Jr.

Settlor declares that she has transferred to the Trustee, without consideration, the sum of one dollar (\$1.00) which shall constitute the initial corpus of the trust estate. The Settlor or any other person(s) or entity(ies), may at any time and from time to time, transfer additional or other property to the trust estate, by order of a court, inter vivos act, testamentary transfer or by insurance or annuity contract or trust designation, to be administered under the terms and provisions of this Trust Agreement. All such original and additional property is referred to herein collectively as the "Trust Estate".

It is the desire, by this instrument, to create an inter vivos irrevocable trust, in accordance with the laws of the State of Alabama, whereby property placed in trust shall be managed for the benefit of Charles Edward Caver, Jr., during his lifetime. This trust is also intended to insure that there shall always be a friend, advocate and protector of the legal rights of Charles Edward Caver, Jr., and to insure that Charles Edward Caver, Jr., shall have sufficient resources during his lifetime to provide for his welfare, comfort and benefit, education, medical needs, and any other program that will assist him in achieving a reasonable degree of happiness and normalcy.

ARTICLE II IRREVOCABILITY

This trust and all interests in it are irrevocable and the Settlor has no power to alter, amend, revoke, or terminate any trust provision or interest, whether under this trust or any statute or rule of law.

ARTICLE III NEXT FRIEND FOR CHARLES EDWARD CAVER, JR.

3.1 Next Friend. The "Next Friend" of Charles Edward Caver, Jr., shall evaluate, at least annually, his physical and mental condition, his financial welfare and comfort, the educational, medical and other programs in which he is participating, the medical care he is receiving, and the extent to which his legal rights are being enforced. This evaluation will include at least one (1) visit to any facility or dwelling in which Charles Edward Caver, Jr., is residing, and consultation with any

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appropriate government officials to assure that he is receiving all beneficial assistance for which he is eligible. The Trustee shall consult with the Next Friend at least quarterly to ascertain the needs of Charles Edward Caver, Jr., including but not limited to those needs set forth in Paragraph 4.3 below, and what the Trustee can do to assist Charles Edward Caver, Jr., in financially meeting those needs.

3.2 Appointment of Next Friend. Initially, Virginia Dale Nunn, shall act as the Next Friend for Charles Edward Caver, Jr..

(a) Authority of Next Friend to Designate Successors. Virginia Dale Nunn, as the Next Friend by original appointment, will have the authority to:

(1) Appoint Successor as the Next Friend. Appoint her successor as the Next Friend, which appointment will supersede the order of succession herein prescribed;

(2) Change order of succession. Appoint a different order of succession, which appointment will supersede the order of succession herein prescribed;

(3) Authorize her successor to appoint a successor as the Next Friend. Provide that a designated successor, upon assumption of his, her, or its service as the Next Friend for Charles Edward Caver, Jr., will have the right to appoint his, her or its successor as the Next Friend (or a different order of succession);

(4) Require other conditions. Provide such conditions prerequisite to service upon a successor Next Friend, or that a designated successor as the Next Friend may do so as to any successor which he, she, or it selects.

(b) Manner of Making Appointment. To be binding and effective, a designation of a Next Friend must be in writing and must be acknowledged. The instrument of designation must be executed during the time that person is actually serving as the Next Friend for Charles Edward Caver, Jr., and prior to the time that person ceases to serve as the Next Friend. Notice of such designation shall be delivered to the Trustee and to the members of the Committee (as hereinafter defined in Article Six) who are then serving.

(c) Failure to appoint successor. If Virginia Dale Nunn, as the Next Friend by original appointment ceases to serve as the Next Friend for any reason and fails to appoint a successor or successors as the Next Friend for Charles Edward Caver, Jr., then Mrs. Dorothy Nunn shall serve as successor Next Friend. Mrs. Dorothy Nunn, upon assumption of her services as Next Friend shall have the same authority (set forth in Paragraphs 3.2(a)(1) through (4) above) vested in the Next Friend designated herein by original appointment under this trust instrument. If Mrs. Dorothy Nunn ceases to serve as the Next Friend for any reason and fails to appoint a successor or successors as the Next Friend for Charles Edward Caver, Jr., then Mr. Alfonso Lee Nunn, Sr. shall serve as successor. If Mr. Alfonso Lee Nunn, Sr. ceases to serve as the Next Friend for any reason and fails to appoint a successor or successors as Next Friend of Charles Edward Caver, Jr., then

Mr. Robert Earl Nunn, Sr. shall serve as successor.

3.3 The Next Friend may appoint one (1) or more public organizations to assist in performing the duties designated in this Article III, and the Trustee shall pay such organizations a reasonable fee to do so, but notwithstanding such a delegation, the named Next Friend shall be responsible for assuring that these duties are properly discharged.

ARTICLE IV **DISTRIBUTIONS AND ADMINISTRATION**

4.1 Term of Trust. This trust will continue until the earlier of:

- (a) The depletion of the trust assets;
- (b) The date of death of Charles Edward Caver, Jr.; or
- (c) The date the trustee receives a copy of a final order, decree or judgment of a court of competent jurisdiction adjudicating Charles Edward Caver, Jr. to be mentally, emotionally and physically capable of managing his financial affairs (hereinafter referred to as "court determination"). The trustee, Next Friend and Charles Edward Caver, Jr., if he has reached the age of twenty-one (21) years, shall have standing to seek a court determination.

4.2 Distribution of income and principal. During the continuation of this trust, the Trustee shall pay to or expend for the benefit of Charles Edward Caver, Jr., so much of the trust's net income and principal (including all or none) as the Trustee deems appropriate for any purpose; provided, that any individual serving as Trustee, who is also a contingent remainder beneficiary of this trust estate, shall pay to or expend for the benefit of Charles Edward Caver, Jr., only so much of the trust's net income and principal (including all or none) as such Trustee deems appropriate for Charles Edward Caver, Jr.'s, health, education, maintenance, support and reasonable comfort, medical, dental, hospital and nursing expenses and expenses of invalidism. Any income not distributed shall be added to, and become a part of, the principal at least annually. This trust is exclusively for the benefit of Charles Edward Caver, Jr., during the term of this agreement and the rights of the remainder beneficiary(ies) shall only be of secondary importance. The Trustee shall not be held accountable to any remainder beneficiary if part or all of the principal shall be depleted as a result of distributions under this trust in accordance with the terms of this trust.

4.3 Intent. Without limiting the Trustee's discretion, the intent in creating this trust is, among other reasons, to ensure that there will be resources available during the lifetime of Charles Edward Caver, Jr., to provide, directly or indirectly, for his welfare, comfort and benefit, care, medical needs and education as will best help him develop her maximum potential, notwithstanding any physical or mental handicap that he may have or hereinafter have. In this regard, it is the desire that the Trustee pay to, or for the benefit of, Charles Edward Caver, Jr., expenses that may be incurred for the

welfare, comfort and benefit, care, medical needs and education of Charles Edward Caver, Jr., including, but not limited to the following:

(1) **Evaluations**, including but not limited to, Accessibility Specialty evaluations; Assistive Technology Specialist evaluations; Dental evaluations; Gastroenterologist evaluations; Neurological evaluations; Neuropsychological evaluations; Neurophthamalogist evaluations; Ophthalmological evaluations; Oral Maxill Facial Surgeon evaluations; Orthopedist evaluations; Physiatrist evaluations; Rehabilitation evaluations; Urological evaluations; and Wound Care Clinic evaluation/follow-up.

(2) **Therapeutic Modalities**, including but not limited to, follow-ups, cognitive therapy, counseling (individual and family), neurologists, neurosurgeons, occupational therapy; Day Program; General practice physician / Internist; Nutritionist services; Outpatient Therapy programs; Post orthopaedic surgery therapies; psychologist services; case manager services and rehabilitative case management.

(3) **Medications**, including but not limited to, those medications as may be prescribed for Anti-Spasticity; Neuro-stimulant medication; Nutritional supplements; Gastrointestinal medication; Anti-inflammatory; Seizure medication; and Anti-depressant medication.

(4) **Home Care**, including but not limited to, Nursing Care or Respite Care, including but not limited to, nursing assistant care. It is anticipated that this trust will pay Virginia Nunn, a Certified Nursing Assistant, a salary to provide nursing assistant care for Charles Edward Caver, Jr.

(5) **Facility Care**, including but not limited to, Skilled Nursing long term residential or Long term Residential (Assisted Living).

(6) **Future Medical Care / Future Medical Care Routine**, including but not limited to, Bone scan; Botox injections; CBC; Chemistry Profile; CT Scan; EEG; G Tube Placement; Hospitalized days; KUB X-Ray; Renal Scan; Swallow study; Valporic acid level; and X-rays.

(7) **Surgical Intervention/Aggressive Treatment**, including but not limited to, Debridement of right elbow and Dental implants.

(8) **Transportation Expenses**, including but not limited to, Van with Wheelchair Lift and Tie Downs, Cellular Phone;

(9) **Wheelchair/Mobility/Acc./Maintenance**, including but not limited to, Manual Tilt-n-Space Wheelchair and its maintenance; Power Drive Wheelchair and its maintenance; Manual Wheelchair Maintenance; Portable ramps; power drive wheelchair maintenance; wheelchair cushion; wheelchair pack and wheelchair tray.

(10) **Orthotics/Prosthetics**, including but not limited to, Right resting hand splint; Bilateral large flex boots; Right elbow dynamic splint and Serial Casting.

(11) **Aids for Independent Function**, including but not limited to, Adaptive aids; Augmentative Comm./Computer and maintenance; Augmentative Communication and computer system; glasses and Wheelchair mount.

(12) **Supplies**, including but not limited to, Bedside bags; Condom catheter; Diapers; KY Jelly; Leg bags; Underpads and Wound care supplies, or any medical supply needed for the care of Charles Edward Caver, Jr.

(13) **Equipment**, including but not limited to, Full electric hospital bed and rails; Mattress overlay; Overbed table; Patient lifter; Patient lifter maintenance; Rolling shower/Commode chair; Rolling shower/commode chair maintenance; Speciality mattress and Suction machine.

(14) **Food, Clothing, and Housing**, including but not limited to, the purchase of a home and all mortgage payments, clothing of any type, and all nutritional needs for Charles Edward Caver, Jr.

(15) **Education**, including but not limited to, any costs incurred for educating or training for Charles Edward Caver, Jr.

(16) **Other**, including but not limited to, any good, service or equipment determined by the Committee to be reasonable and necessary for the welfare, care or benefit of Charles Edward Caver, Jr.

4.4 Distribution upon termination of trust estate.

(a) If the trust estate terminates by reason of the death of Charles Edward Caver, Jr., prior to his (21st) birthday, then the Trust Estate shall be distributed to his estate or to the personal representative of his estate.

(b) If the trust estate terminates by reason of the death of Charles Edward Caver, Jr., on or after his (21st) birthday, then, subject to the provisions of Paragraph 4.5 below, the Trustee shall distribute the remainder of the trust estate then held in trust in such proportions and in such manner, outright or in trust or otherwise, to or for the benefit of any one or more persons or corporations as Charles Edward Caver, Jr., may appoint by specific reference thereto in his will (duly executed by him after he has reached his (21st) birthday) admitted to probate; provided, however, that Charles Edward Caver, Jr., shall have no power to appoint the principal of the trust estate or any part thereof to himself, or to his estate, or to his creditors, or to the creditors of his estate. The Trustee may rely upon an instrument admitted to probate in any jurisdiction as the last will of Charles Edward Caver, Jr., but if the Trustee has no written notice of the existence of such a will within a period of three months after her death, the Trustee may assume Charles Edward Caver, Jr., died intestate and shall be protected in acting in accordance with such presumption. This protection to the Trustee shall not limit or disqualify said power of appointment or the right of any person or corporation to pursue the funds affected by the exercise thereof, irrespective of the place of probate or time of discovery of the will. If Charles Edward Caver, Jr., shall not validly and effectually exercise the foregoing special power of appointment with respect to the entire principal of the trust estate, then such part

of the principal as he shall not effectually appoint shall be distributed unto his heirs-at-law in accordance with the laws of descent and distribution then in effect in the State of Alabama.

4.5 Provision for estate taxes and expenses.

(a) Upon the death of Charles Edward Caver, Jr., the Trustee, shall pay from the assets of the trust estate that amount which bears the same ratio to the total inheritance, estate, transfer, succession and other death taxes or duties (including any interest and penalties thereon) imposed by any jurisdiction whatsoever on the estate of Charles Edward Caver, Jr., which has been paid, as (1) the value of property of this trust estate included in his gross estate as determined for federal estate tax purposes, bears to (2) Charles Edward Caver, Jr.'s, taxable estate as determined for federal estate tax purposes. This payment shall be in lieu of the right of recovery granted to the estate of Charles Edward Caver, Jr., under any section of the Internal Revenue Code. The Trustee shall be absolutely protected in paying over to the personal representative of the estate of Charles Edward Caver, Jr., such amount as said personal representative shall certify in writing to be the amount to be transferred to the estate pursuant to this Paragraph 4.5 and the Trustee shall have no duty or obligation to inquire into the correctness, or the propriety or the payment of any amount so certified or to see to the application thereof by said personal representative.

(b) Upon the death of Charles Edward Caver, Jr., the Trustee may, in the Trustee's discretion, pay the last illness and funeral expenses of Charles Edward Caver, Jr., and expenses related to the administration and distribution of the trust estate (including fees of the Trustee).

4.6 Distribution of trust estate for beneficiary under age twenty-one (21). If any beneficiary (other than Charles Edward Caver, Jr.) shall not have reached his 21st birthday at the time the principal of this trust estate is required to be distributed to him under the foregoing provisions of this Article IV, the share of such beneficiary shall be retained in trust by the Trustee until he reaches such birthday. During such time, the Trustee shall pay to such beneficiary or expend on his behalf so much of the net income derived from that particular fund and so much of the principal of that particular fund as the Trustee may deem advisable to provide properly for the health, education, support or maintenance of such beneficiary and may incorporate any income not so disbursed into the principal of the fund. When each such beneficiary shall reach his 21st birthday, the trust shall terminate as to such beneficiary and the Trustee shall distribute his fund to such beneficiary in fee, or to the estate of such beneficiary if such beneficiary dies before attaining age 21.

If such income or discretionary amounts of principal become payable to a beneficiary under legal disability or to a beneficiary not adjudicated disabled but who, by reason of illness or mental or physical disability is in the opinion of the Trustee unable to properly manage his or her affairs, then that income or principal (both of which shall be vested in such beneficiary) shall be paid or expended only in such of the following ways as the Trustee deems best: (1) to the beneficiary directly; (2) to the legally appointed guardian of the beneficiary; (3) to a custodian for the beneficiary under a Uniform Gifts/Transfers to Minors Act; (4) by the Trustee directly for the benefit of the beneficiary;

(5) to an adult relative or friend of the beneficiary upon the agreement of such relative or friend to expend such income or principal solely for the benefit of the beneficiary; (6) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary. The Trustee shall have the power in said Trustee's sole discretion to determine whether a beneficiary is a minor, under a legal disability, disabled, or incapacitated and said Trustee's determination shall be conclusive upon any persons affected thereby. The Trustee shall be exonerated from all further accountability and liability for all assets distributed in accordance with this paragraph. The receipt of any person described in this paragraph for assets distributed or evidence of any expenditure made in accordance with this paragraph shall fully discharge the Trustee as to the distributed assets. No recipient shall be required to give any bond or security for any asset distributed.

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

4.8 Provision against anticipation. No beneficial interest under this Trust Agreement or any trust estate created under this Article IV may be voluntarily or involuntarily anticipated, assigned, encumbered, pledged, sold or otherwise transferred. No such beneficial interest shall be capable of being taken or reached by any attachment, levy, writ or other legal or equitable process to satisfy any claim against, or obligation of, the person having that interest. No such interest shall be subject to control or interference by any other person. Any attempt to dispose of, or to take or reach, any interest in violation of this spendthrift provision shall be invalid and be given no effect by any Trustee.

ARTICLE V

DESIGNATION OF TRUSTEE

5.1 Trustee. Morgan-Keegan Trust Company, (and such successor corporation having trust powers as shall succeed to the business of said company by purchase, merger, consolidation or change of charter or name) shall serve as the initial trustee of this Trust Agreement and all trust estates created hereunder.

5.2 Compensation of Trustee. Any corporate Trustee, and any successor corporate Trustee, shall be entitled to receive as compensation for its services as Trustee, the fees provided for in its compensation schedule in effect at the time the services are rendered. An individual Trustee shall be entitled to reasonable compensation for his or her services as a Trustee hereunder.

5.3 Resignation of Trustee. Any Trustee may resign by giving at least sixty (60) days' prior written notice to the Committee (as hereinafter defined in Article Six), the Next Friend and to the current income beneficiary (or such current income beneficiary's parent, guardian or conservator) specifying the effective date of the resignation. The Committee shall, within such sixty (60) day period, notify the resigning Trustee of the appointment of a successor Trustee or co-Trustee; thereafter, the resigning Trustee's accounts shall be settled and the assets then held shall be delivered to the successor Trustee whereupon said resigning Trustee shall have full acquittance for all assets so delivered and shall have no further duties hereunder. Any such successor Trustee must be a trust company or bank qualified to act as such in Alabama or any other state and must have a combined capital and surplus of not less than \$250,000,000.00. If, upon the expiration of such sixty (60) day period, the Committee has failed to appoint a successor, or if any successor so designated by the Committee fails to serve, then the resigning Trustee may institute legal proceedings for the appointment of a successor and the judicial settlement of the resigning Trustee's accounts.

5.4 Removal and Replacement of Trustee. During the existence of the trust estate created hereunder, the Next Friend shall have the right at any time, to remove any Trustee. Subject to Section 6.4, the Committee shall appoint a successor Trustee which shall be a trust company or bank qualified to act as such in Alabama or in any other state and must have a combined capital and surplus of not less than \$250,000,000.00. Within sixty (60) days thereafter, the Trustee so removed shall institute proceedings for the settlement of said Trustee's accounts and deliver all assets then held to said Trustee's successor, whereupon said Trustee shall have full acquittance for all assets so delivered and shall have no further duties hereunder.

5.5 No bond or court supervision required. Neither the Trustee named herein nor any successor Trustee, whether named herein or not, shall be required to give or file any bond or other security for the faithful performance of the duties of said office; or if a bond be required by law, no surety on such bond shall be required. Furthermore, no accounts need be filed in any court by any Trustee and none of the trusts created by this agreement need be submitted to the jurisdiction of any court. Notwithstanding the foregoing, the Trustee or successor Trustee shall maintain complete and accurate records concerning the trust estate, and such records and all records showing the income and disbursements of said trust estate shall be available for inspection by the Settlor (or a guardian or conservator appointed on behalf of Charles Edward Caver, Jr.), the Next Friend, the Committee or any other interested party at all reasonable times.

5.6 Trustee liability. Except for any matter involving a Trustee's own actual fraud, gross negligence, or willful misconduct, no fiduciary hereunder shall incur any liability by reason of any error of judgment, mistake of law or action taken or omitted to be taken hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof. No Trustee hereunder shall be liable for any action taken or not taken in reliance upon the opinion or advice of counsel nor for the default, misconduct, acts or omissions of any counsel, agent or other representative, provided such counsel, agent or other representative was selected by such Trustee with reasonable care and in good faith. No successor Trustee shall be personally liable or responsible for the acts, omissions, or defaults of any predecessor Trustee, but such successor Trustee shall be

liable or responsible for his, her or its own actual fraud, gross negligence, or willful misconduct with respect to the trust estate actually received by such successor Trustee. No successor Trustee shall incur any liability as a result of qualifying as such successor Trustee before receiving an account of the previous administration of the trust estate.

ARTICLE VI **COMMITTEE**

6.1 Appointment of Committee members. The members of the Committee shall include: Virginia Dale Nunn, Mrs. Dorothy Nunn, Mr. Alfonso Lee Nunn, Sr., and Mr. Robert Earl Nunn, Sr.

6.2 Successor Committee members. Should any member of the Committee resign, die or become unable for physical or mental reasons to serve as a Committee member, then the remaining Committee members may appoint an additional Committee member. If the Committee members cannot, or do not, for any reason, appoint an additional Committee member, then the remaining Committee members or member shall serve.

6.3 Powers of Committee. Under this Trust Agreement the Committee has been given the power to appoint a successor Trustee pursuant to Paragraphs 5.3 and 5.4 of Article V above.

6.4 Exercising powers. In determining whether to exercise any of its powers, the Committee shall incur no liability for determining whether to exercise any power nor shall it be liable for the exercise, to any extent, of such powers. The majority opinion of the Committee shall control. The decision of a majority of the Committee members as to whether to exercise any power, and to the extent to which same shall be exercised, shall be the decision of all the Committee members, with no liability on any member of the Committee, including any member of the Committee not in the majority.

ARTICLE VII **TRUSTEES POWERS**

7.1 The Trustee, including any successor Trustee, shall have the continuing absolute, discretionary power to deal with any property, real or personal, held in any trust hereunder, as freely as any beneficiary of the trust might in the handling of her own affairs (such powers to be exercised in a fiduciary capacity only). The Trustee shall not be limited to "legal investments" as provided under Alabama law. The Trustee's powers may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of the Trustee's actions. Without in any way limiting the generality of the foregoing, the Trustee, including any successor Trustee, shall have the following

specific powers and authority in addition to and not in substitution of those powers now or subsequently conferred to the Trustee by law, such grant shall include without limitation the powers listed in this Article VII:

1. To Receive Assets. To receive, take possession of, sue for, recover, and preserve the assets of the trust estate, both real and personal, coming to the Trustee's attention or knowledge, and the rents, issues and profits arising from such assets.

2. To Retain Initial Assets. To retain the initial assets of the trust estate without liability for loss, depreciation, or diminution in value resulting from such retention until the Trustee decides to dispose of such assets.

3. To Invest. To invest and reinvest all or any part of the trust estate in any common or preferred stocks, shares of investment trusts and investment companies, legal and discretionary common trust funds, bonds, debentures, mortgages, deeds of trusts, mortgage participations, money market, index and mutual funds (including those managed by the corporate trustee), annuities, notes, real estate, undivided interests, leases or other property, within or outside the State of Alabama, as the Trustee in the Trustee's discretion selects. The Trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under this trust, it being the express desire and intention that the Trustee shall have the full power to invest and reinvest the trust funds in the manner, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the anticipated needs of the trust and its primary beneficiary), that persons of prudence and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the goals of this instrument without being restricted to forms of investment that the Trustee may otherwise be permitted to make by law; and to consider individual investments as part of an overall investment strategy; and the investments need not be diversified as to kind or amount and shall not be restricted in any way by any statute, now or hereafter existing, regulating or limiting investments by fiduciaries.

4. To Manage Securities. To have all the rights, powers and privileges of an owner of the securities held in trust, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts and pooling agreements (whether or not extending beyond the term of the trust); to enter into shareholders' agreements; to consent to foreclosure, reorganizations, consolidations, mergers, liquidations, sales, and leases, and incident to any such action, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise stock options and to exercise or sell stock subscriptions or conversion rights.

5. To Handle Financial Accounts. To handle trust funds, including deposits and withdrawals, in any savings or other account, interest-bearing or non-interest-bearing, in any currency whatsoever, with any bank, financial institution, or other depository (including that of the corporate

trustee), or deposit such trust funds in investment certificates or time certificates or other investment paper.

6. To Make Contracts and Carry Out Agreements. To enter into contracts, which are reasonably incident to the administration of the trust.

7. To Borrow. To borrow money from any source, excluding an individual Trustee, with any such indebtedness being repayable solely from the trust estate or a part of it, and to pledge or encumber the trust estate, or a part of it, as security for such loans.

8. To Determine Income and Principal. Except as otherwise specifically provided hereunder, to determine all matters of trust accounting in accordance with the provisions of the Principal and Income Law of the State of Alabama, from time to time existing; and if there is no provision therein, in accordance with generally accepted accounting principles in the Trustee's discretion, which principles shall be consistently applied.

9. To Employ Agents and Delegates. To employ investment counsel, custodians of trust property, brokers, accountants, lawyers, realtors, social workers, care managers, rental agents, therapists, housekeepers, and other agents in those instances where the Trustee, in the exercise of discretion, deems it necessary, and to pay reasonable fees in connection therewith from principal or income, or both; to be free from liability for neglect or misconduct of any such agent; provided such agent was selected and retained with reasonable care; at its discretion to obtain a correspondent trust fiduciary or other agent to hold real property located in another jurisdiction.

10. To Litigate. To prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of a trust or the Trustee; to pay, compromise, release, adjust, or submit to arbitration any debt, claim or controversy; and to insure the trust against any risk, and the Trustee against liability with respect to third persons.

11. To Prepare Tax Returns and Make Elections. To prepare and file returns and arrange for payment with respect to all local, state, federal, and foreign taxes incident to this agreement; to prepare all necessary fiduciary income tax returns; to execute powers of attorney and to delegate authority to a representative, attorney or certified public accountant to act for the trust with respect to such returns.

12. To Carry Insurance and Collect Insurance Proceeds. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee personally against any hazard.

13. To Seek and Maintain Public Benefits for a Beneficiary. To take any and all steps necessary, in the Trustee's discretion, to seek or maintain public benefits and entitlement programs.

14. Restrictions on Powers. Notwithstanding the provisions of this Article, none of the

powers enumerated herein nor any power accorded to a Trustee generally pursuant to law shall be construed to enable the Settlor, the Trustee, or any other person (a) to purchase, exchange or otherwise deal with or dispose of the principal or income of this trust for less than an adequate or full consideration in money or money's worth, or (b) to borrow the principal or income of this trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, shall have or exercise the power (a) to vote or direct the voting of any stock or securities of this trust, (b) to control the investment of property of this trust either by directing investments or reinvestments or (c) to reacquire or exchange any property of this trust by substituting other property of any equivalent value.

7.2 Use and enjoyment of trust-owned personalty and realty. Except as otherwise expressly provided, Charles Edward Caver, Jr., shall have the right to the use, possession and enjoyment of all tangible personal property at any time held by this trust as well as the right to the use, possession and enjoyment of all real property which may at any time constitute an asset of the trust which may be occupied by him for residential purposes, whether as a primary residence, seasonal residence or otherwise. Such use, possession and enjoyment shall be without rent or other financial obligation, and the Trustee (except as the Trustee may otherwise be relieved of such obligation) shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of such property. During the period that any real property is held by this trust, the guardian of Charles Edward Caver, Jr. shall be permitted to use and occupy the property free of rent, and all taxes, insurance, assessments, repairs and other charges necessary to maintain the property shall be paid by the trust.

7.3 Assistance to guardian. The Trustee is authorized to expend income and principal, at such times and in such manner, as the Trustee, in the Trustee's discretion, shall determine is necessary or desirable to assist the guardian of the beneficiary in providing appropriate living accommodations for said beneficiary in the guardian's home. In the event that such expenditures are made, there shall be no obligation on the part of the guardian or such other person to make repayment.

7.4 Purchase of Residence. If the trustee, in the trustee's sole discretion, deems it to be advisable, the trustee may distribute trust funds directly to the guardian of Charles Edward Caver, Jr., or indirectly on the guardian's behalf, for the purpose of assisting the guardian with the purchase of a new home; provided, that the primary purpose for purchasing the new home shall be to provide appropriate living accommodations for Charles Edward Caver, Jr., and provided, further, that the aggregate sum distributed under this Section 7.4 may not exceed Nine Hundred Fifty Thousand Dollars (\$950,000.00). In the event that such expenditure is made, there shall be no obligation on the part of the guardian to make repayment.

ARTICLE VIII
ADMINISTRATIVE PROVISIONS

8.1 Additions to Trust. Subject to the consent of the Trustee, the Settlor or any other person or persons may at any time, and from time to time, transfer additional or other property to the trust estate, whether by order of a court, deed, inter vivos act, testamentary transfer, insurance contract, annuity contract or by trust designation, or otherwise, to be administered under the terms and provisions of this Trust Agreement; provided that no public assistance benefits for the benefit of Charles Edward Caver, Jr., shall be added to this trust.

8.2 Nonassignment. No beneficiary of a trust created herein shall anticipate, assign, or encumber, or subject to any creditor's claim or to legal process any interest in principal or income before its actual receipt by any beneficiary. The beneficial interest in this trust and the principal and income rights shall be free from interference or control by any creditor of a beneficiary and shall not be liable to attachment, execution, bankruptcy, or other process of law.

8.3 Choice of Law. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of Alabama, in force from time to time. This paragraph shall apply regardless of any change of residence of a Trustee or the primary beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state. Notwithstanding the foregoing, the validity and construction of this trust in relation to any real property located in a jurisdiction outside the State of Alabama, shall be determined under the laws of such jurisdiction.

8.4 Construction.

(a) Gender and Number. In this instrument, in all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

(b) Headings. The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this instrument.

(c) Articles. Whenever this document refers to a provision contained in a specific article, section, paragraph or subparagraph, the reference shall be to that article, section, paragraph or subparagraph of this instrument.

(d) Statutes, Codes and Regulations. All references to specific statutes, codes, or regulations shall include any successors.

(e) Trustee and Fiduciaries. All references to Trustee, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.

8.5 Acknowledged. The term "acknowledged instrument" means a written instrument executed in the presence of two subscribing witnesses, or otherwise acknowledged or proved with

the formalities required to permit recording of a deed of real property in the State of Alabama.

8.6 Notice. "Notice" throughout this trust agreement shall be in writing and shall either be personally delivered or mailed with postage prepaid in a manner reasonably designed to communicate the information contemplated.

8.7 Claims of Creditors. The Trustee shall not be personally liable to any creditor or to any other person for making distributions from any trust under the terms of this instrument if the Trustee has no notice of the claim of such creditor.

8.8 Severability Clause. If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

ARTICLE IX NAME OF TRUST

The trust created in this instrument may be referred to as "THE CHARLES EDWARD CAVER, JR., IRREVOCABLE TRUST" under trust agreement dated the 2nd day of May, 2000.

ARTICLE X EXECUTION AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals on the day and year first above written.


VIRGINIA DALE NUNN - Settlor


MORGAN-KEEGAN TRUST COMPANY - Trustee

By: _____

Its: _____

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, in and for said County, in said State, certify that VIRGINIA DALE NUNN, whose name is signed to the foregoing instrument as "Settlor", and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed on the day the same bears date.

Given under my hand and seal this the 2nd day of May, 2000.

Leah Crane Taylor
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Apr. 13, 2002.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires: 04 / 13 / 02

STATE OF Tennessee)
)
Hamilton COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared W. Fred Speakman, Jr., who, being first duly sworn, makes oath that he is an Exec. Vice Pres. of Morgan-Keegan Trust Company, and as such authority acknowledged before me on this day, that, being informed of the contents of the instrument, executed the same voluntarily for and as the act of Morgan-Keegan Trust Company.

Given under my hand and seal this the 4th day of May, 2000.

Catherine M. [Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
August 8, 2001

My Commission Expires: ____ / ____ / ____

Inst # 2000-17060

15
05/24/2000-17060
11:17 AM CERTIFIED
DELY COUNTY JUDGE OF PROBATE
015 000 43.50