

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

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Shelby Cnty Judge of Probate, AL
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The parties to this trust agreement are Hugh Linder, of Jefferson County, Alabama (hereinafter sometimes called "grantor"), James Hugh Linder, of Marlboro County, South Carolina (hereinafter sometimes called the "individual trustee"), and The First National Bank of Birmingham, a national banking association with its principal place of business in Birmingham, Alabama (hereinafter sometimes called the "corporate trustee"; the said James Hugh Linder and The First National Bank of Birmingham being hereinafter sometimes referred to together as the "trustees").

ARTICLE I

A. The grantor has executed this trust agreement for the benefit of his son, James Hugh Linder, in the manner hereinafter provided.

B. The grantor has deposited with the trustees certain property described in a schedule hereto annexed and designated Schedule A.

C. From time to time further property may be deposited by the grantor with the trustees hereunder; it is also contemplated that this trust shall be available to receive property which persons other than the grantor may wish to deposit hereunder.

ARTICLE II

The trustees acknowledge receipt of the property described in Schedule A, and covenant with the grantor as follows:

A. To hold, manage, invest and reinvest all said property, all property hereafter deposited with the trustees and accepted by them, and all of the proceeds of said property,

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upon the uses and for the purposes hereinafter set forth.

B. Each year to render to the persons eligible for the benefits hereunder a written account of the administration of this trust during the preceding twelve months. In addition, the beneficiaries hereunder shall have the right at any time to request a statement showing the status of the trust, but such statement need not be given by the trustees more than once in any three month period.

ARTICLE III

Grantor agrees with the trustees that upon request he will execute and deliver such further instrument or instruments as the trustees may hereafter deem necessary or convenient to vest the title of the trust property in the trustees or to evidence the trustees' legal title.

ARTICLE IV

A. The trustees shall distribute all of the net income of the trust fund, at least quarterly, to the beneficiary for and during the beneficiary's lifetime. The corporate trustee from time to time may distribute corpus to or for the benefit of the beneficiary for his health, education, support or maintenance, if and to the extent that such distributions are deemed by the corporate trustee, in its sole discretion, to be reasonably necessary.

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B. The beneficiary hereunder shall have a power of appointment, by his will duly approved and allowed, whenever executed, over whatever of the trust fund remains in the hands of the trustees at the time of his death, and including whatever property thereafter may be received by the trustees hereunder, provided, however, that such power shall be exercisable only in favor of the beneficiary's lineal descendants, and further provided that such power shall be exercisable only

by specific reference in the beneficiary's will to the power of appointment hereby created, and the trustees shall distribute all said property as provided in such valid exercise of said power of appointment.

C. In the event the beneficiary hereunder shall die without having made appointment in the manner described above, then the trust fund shall continue to be administered hereunder for the benefit of such of the beneficiary's lineal descendants as shall be living from time to time as follows:

1. If said beneficiary shall die leaving any children then living, or the descendants of any deceased children, the trustees shall apportion all trust property into as many equal and separate trust shares as there shall be children of the beneficiary or deceased children with living lineal descendants, allocating, per stirpes, one such equal share to each such child or deceased child.

2. In the case of each trust share so allocated to a living child of the beneficiary hereunder, the trustees shall at least annually pay over to or for the benefit of such child all or any part of the net income or corpus of said share as the trustees in their discretion shall deem necessary for his health, education, support or maintenance, accumulating and adding to corpus any such net income not so used until such child reaches the age of twenty-one years, at which time such child's separate trust shall terminate and his entire trust estate shall be distributed to him, free of all trusts.

3. In the case of each trust share so allocated to a deceased child leaving living lineal descendants, the trustees shall at least annually pay over to or for the benefit of such lineal descendants per stirpes all or any part of the net income or corpus of said share as the trustees in their discretion shall deem reasonably necessary for health,

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education, support or maintenance, accumulating and adding to corpus any such net income not so used until twenty-one years after the death of the beneficiary hereunder, at which time such trust share shall terminate and shall be distributed per stirpes to his lineal descendants.

4. In the event that a child living at the beneficiary's death shall die prior to attaining the age of twenty-one years leaving lineal descendants surviving him, such child's separate trust share shall continue to be held in trust hereunder and the trustees shall at least annually on a per stirpes basis pay over to or for the benefit of such child's lineal descendants all or any part of the net income or corpus of said share as the trustees in their discretion shall deem necessary for health, education, support or maintenance, accumulating and adding to corpus any such net income not so used until twenty-one years after the death of the beneficiary hereunder, at which time such deceased child's separate trust share shall terminate and shall be distributed per stirpes to his lineal descendants.

5. In the event that a child or descendant living at the beneficiary's death dies prior to attaining the age of twenty-one years leaving no surviving lineal descendants, such child's or descendant's separate trust share hereunder shall terminate and be distributed to those persons then living who would be entitled to such child's or descendant's share if he had then died unmarried, intestate and domiciled in the State of Alabama.

D. If at any time there shall be no person in existence eligible to receive benefits under the foregoing provisions, all trusts hereunder shall terminate and the final distribution of all property, free and clear of all trusts, shall be made to those persons then living who would be entitled to the beneficiary's property if he had then died unmarried, intestate and domiciled in the State of Alabama.

ARTICLE V

A. The trustees shall have the following powers, in addition to all common law and statutory authority, with regard to both real and personal property held in trust hereunder:

1. To accept from any source, and to purchase from any person other than the grantor, or any other person contributing property to this trust, any securities or properties; and to retain for as long a period as they shall think proper any property so acquired, specifically including whatever property may be transferred to the trustees by way of gift, and other property of a kind or in an amount which ordinarily would not be considered suitable for a trust investment, even to the extent of keeping all of the trust fund hereunder in one investment or in one type of investment. Grantor suggests that the trustees should be concerned with reasonable growth and appreciation, and not feel bound solely or primarily by income yields of trust property or income needs of beneficiaries.

2. To exchange property for other property, auction, convey, mortgage, pledge, and/or sell at public or at private sale without approval of any court, to lease or rent for whatever period of time the trustees shall determine, even beyond the expected term of the trust fund, and with or without option to purchase, all or any part of the trust, or to grant options for or in connection with such purposes, for adequate and full consideration and on such terms and to such persons, other than the Grantor, or any other person contributing property to this trust, as they may determine to be reasonable and proper, and without liability upon any person dealing with the trustees to see to the application of any money or other property delivered to them; and to make improvements to any property held in trust if, in the judgment of the trustees, such would enhance the value of the property to the trust and thereby to the beneficiaries.

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3. To acquire and retain for so long a period as they see fit, the shares, preferred or common, of investment companies or investment trusts, whether of the open-end or closed-end type, and without notice to anyone to participate in any common trust fund maintained by any corporate trustee at any time serving hereunder.

4. To keep any or all securities or other property in the name of a nominee with or without a power of attorney for their transfer attached or in the corporate trustee's own name without disclosing its fiduciary capacity.

5. To borrow and/or lend money, on such reasonable terms and from or to such persons, other than the grantor, or any other person contributing property to this trust, as they may determine to be proper.

6. 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, dedicate or adjust the boundaries as to any such property.

7. To operate farms and woodlands with hired labor, tenants or sharecroppers, to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of 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 product 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

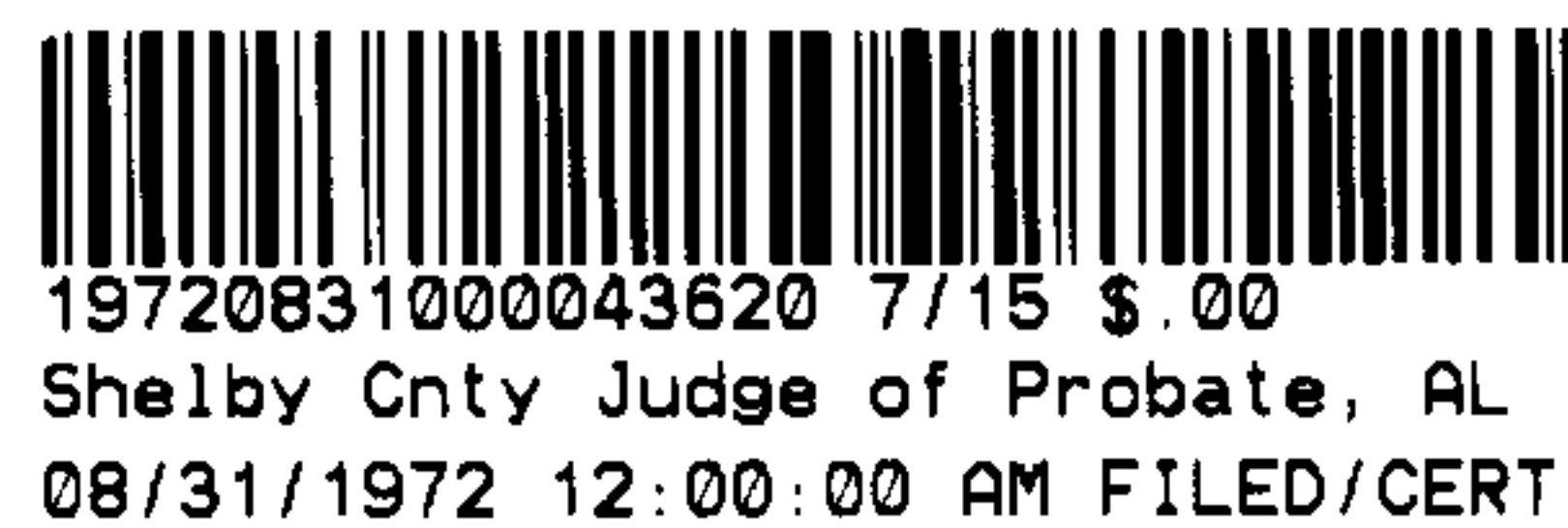
on agriculture, animal husbandry and silviculture which are in use in the vicinity of any of such real estate or which the trustees deem otherwise appropriate, to make loans or advances at interest for production, harvesting, marketing or any other purpose hereunder, in such manner and upon such terms and conditions as the trustees may approve, and in general to take any action which the trustees deem necessary or desirable in such operations of farms and woodlands.

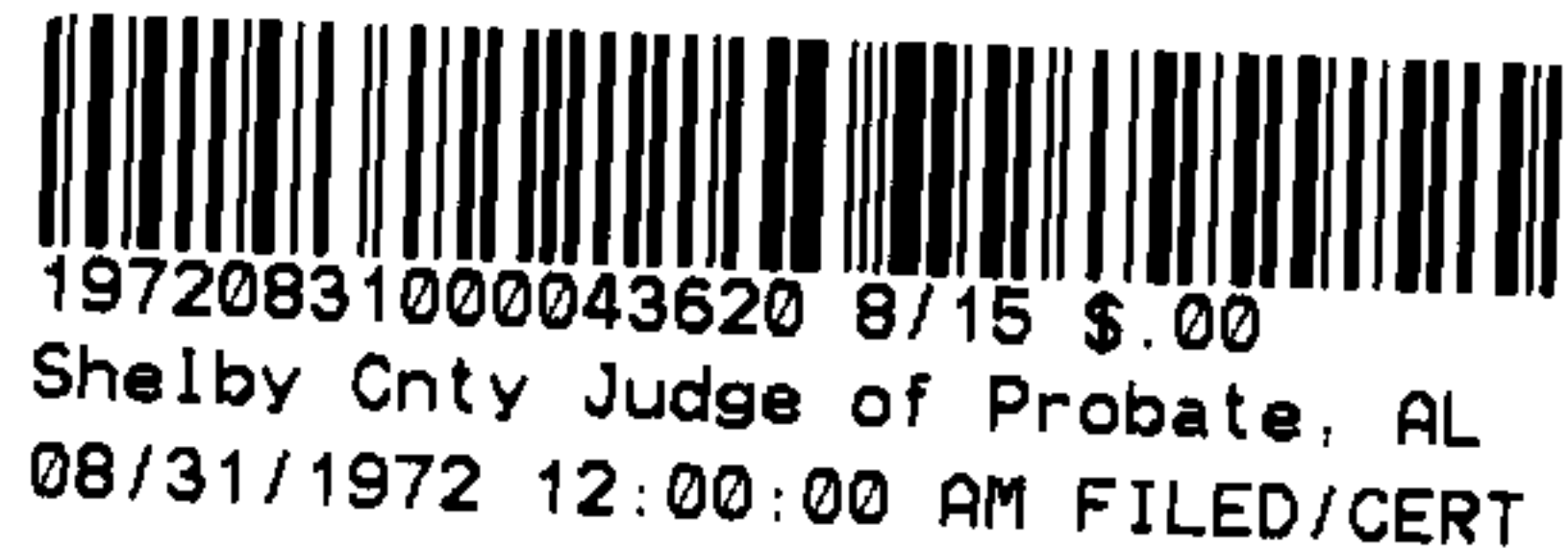
8. To drill, explore, test, mine or otherwise exploit oil, gas, or other mineral or natural resources, to engage in absorption, repressuring, and other production, processing or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities, to engage in any of the above activities directly under such business form as the trustees 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 other instruments or agreements in connection therewith as the trustees deem necessary or desirable.

9. To determine what shall be charged or credited to income and what to principal in any manner which shall in the judgment of the trustees fairly and equitably reflect a proper allocation between principal and income, including full authority either to amortize or not to amortize bonds purchased at a premium.

10. To make distributions or divisions of principal hereunder in property held in trust at values fairly and equitably determined by them.

11. To institute or to participate in any plan of reorganization or consolidation or merger or any proceedings of





dissolution involving any company or companies whose stock or other securities shall be held hereunder, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary powers with relation thereto and to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan; to accept and retain any new securities received by the trustees pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatever nature pertaining to such property, and to pay any amount or amounts of money it may deem advisable in connection therewith.

12. To pay, compromise or contest any claim or other matter directly or indirectly affecting the trust fund.

13. To employ counsel or other agents for any of the above or other purposes, specifically including any brokerage or investment advisory firm with which a trustee or beneficiary hereunder may be connected, and to determine the reasonable sums which shall be paid for such services and to make payment of the same.

14. The trustees may continue to hold any property or securities originally received by them as a part of said trust estate, including any stock or interest in any family corporation, partnership or enterprise, or any stock in the Alabama Bancorporation, so long as they may consider the retention thereof to be for the best interest of said trust estate, regardless of whether such property or securities are in law a proper investment of trust funds.

15. In the disposition of any property constituting a part of said trust estate, the trustees may acquire other property which is not a proper investment of trust funds in accordance with law where such course is in their opinion for the best interest of said trust estate.

16. The corporate trustee shall have power and authority at any time or from time to time to advance money to the trust estate from its funds for any purpose or purposes of the trust, and may reimburse itself for the money advanced and reasonable interest thereon from the trust estate or from any funds belonging to the trust estate thereafter coming into its custody from any source.

17. The First National Bank of Birmingham, as corporate trustee hereunder, shall be entitled to reasonable compensation for its services hereunder, to be paid out of the income from said trust estate. The trustees shall pay from and out of the income of the trust estate any and all expenses reasonably necessary for the administration of the trust, including, without limitation, interest, taxes, counsel fees, insurance, public liability insurance, and compensation to the corporate trustee, as well as any other expenses incurred for the benefit of the trust estate; and, in the event the income from the trust estate is insufficient for the purpose of paying such expenses, the same may be paid from the corpus of the trust estate. The individual trustee shall receive no compensation for his services thereunder, but he may be reimbursed such reasonable expenses as he may incur in carrying out his duties hereunder.

18. The corporate trustee shall not be required to pay any interest on any money in its custody while awaiting distribution and investment under the terms hereof, even though the money be commingled with its own funds, provided it shall keep a separate account of the same on its books.

19. If the individual trustee should die, or should resign as a trustee hereunder, or for any reason fail or cease to act as a trustee hereunder, then the corporate trustee alone shall continue to carry on the duties of the trustees hereunder, with all the responsibilities, powers and authority

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imposed and conferred upon the trustees by the provisions of this instrument and applicable law.

B. The beneficiary hereunder may appoint a substitute corporate trustee whose capital stock and surplus combined shall not be less than one million (\$1,000,000) dollars by a writing delivered to The First National Bank of Birmingham at least ninety (90) days before the appointment of the successor corporate trustee shall take effect, which writing shall bear the same formalities as a conveyance of real estate and shall be recorded in the public records of Jefferson County, Alabama. Said notice shall designate therein a substitute corporate trustee which shall have the same rights, powers and duties thereafter as is herein prescribed with regard to The First National Bank of Birmingham. After the receipt of said notice, The First National Bank shall deliver over to the substituted corporate trustee all trust property remaining in its possession belonging to said trust estate, after first deducting therefrom all fees and charges to which it is entitled. The said The First National Bank of Birmingham shall execute all instruments necessary to pass title from itself as corporate trustee to the substituted corporate trustee. Upon the completion of said transfer in accordance with the provisions hereof, The First National Bank of Birmingham, as corporate trustee, shall forthwith stand discharged. Similar subsequent changes in the corporate trustee may be made by the beneficiaries upon the same terms and conditions and following the same procedures as hereinabove prescribed.

C. If the happening of any future event may cause the ultimate vesting of any trust estate herein created, 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 terminated. 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 proportion in which they are so enjoying the same, irrespective of their attained ages.

ARTICLE VI

No principal or income payable or to become payable under any trust created by this instrument shall be subject to anticipation or assignment by any beneficiary thereof, or to the interference or control of any creditors of such beneficiary or to be taken or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its receipt by the beneficiary, and any money or property payable to a married woman shall be to her separate use, free from the interference and control of any husband.

ARTICLE VII

The trustees may apply the whole or such part as they shall think proper of the income or principal which, or the benefit of which, any minor shall be qualified to receive, either directly or toward the maintenance, education or support of such minor during his minority, or at the option of the trustees they may pay the same to such minor or to his parent or guardian or to such other person as the trustees shall think proper, without the trustees being liable to see to the application thereof, and the trustees may make such payments, applications or expenditures if they think them reasonable and proper without any compulsion to regard either the ability

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of any other person to provide for the same maintenance, education or benefit of such minor or the existence of any other fund available for that purpose.

ARTICLE VIII

This trust instrument has been drawn and executed in the State of Alabama; the grantor and the corporate trustee currently are residents of said state; and the trust property is situated in said state. All questions concerning the meaning and intention of the terms of this instrument and concerning the validity hereof, and all questions relating to performance hereunder, shall be judged and resolved in accordance with the laws of the State of Alabama.

ARTICLE IX


Wherever used in this instrument, the words "child" or "children" or "descendants" or "lineal descendants" include not only persons who are descendants by blood, but also include persons and descendants of persons who have been adopted according to law.

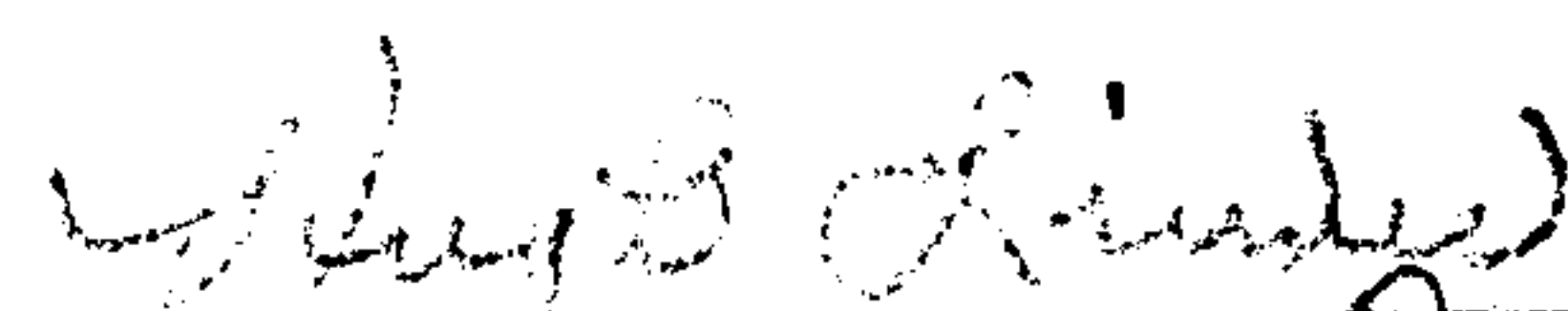
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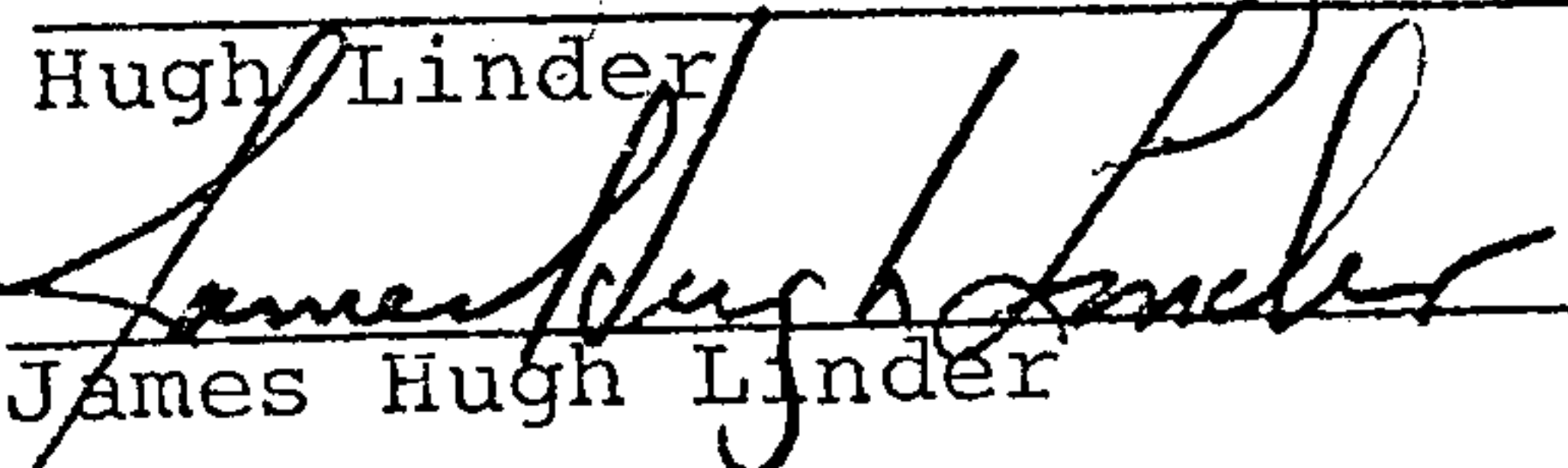
The grantor reserves no right of alteration, amendment or revocation of this trust instrument, and he hereby disclaims all beneficial interests of any kind, direct or indirect, in the property from time to time held hereunder. The trustees hereunder shall not make sales of the trust property to the grantor or any other person contributing property to this trust or purchase property from the grantor or such person or enter into transactions of loan or pledge of any nature with the grantor or such person, or pay any premiums of life insurance on the life of the grantor or any other person contributing

property to this trust. During the continuance of this trust, neither the grantor nor any other person contributing property to this trust shall have any power of disposition over the beneficial enjoyment of trust principal or income, and no person shall have any power to deal with or dispose of the trust property for less than an adequate consideration, nor shall any person have a power of administration over this trust exercisable in a nonfiduciary capacity. The sole power reserved by the grantor is the power to transfer property in the future to the trustee hereunder, and all such transfers shall be by way of gift which shall not be effective until accepted by the trustee hereunder.

This the 16th day of August, 1972.

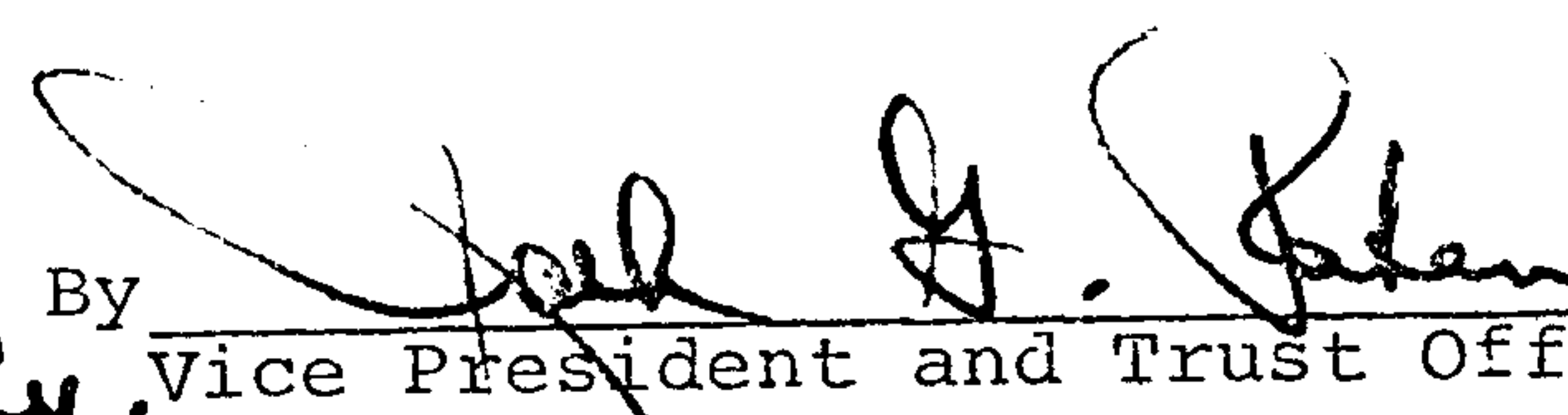

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Hugh Linder (SEAL)


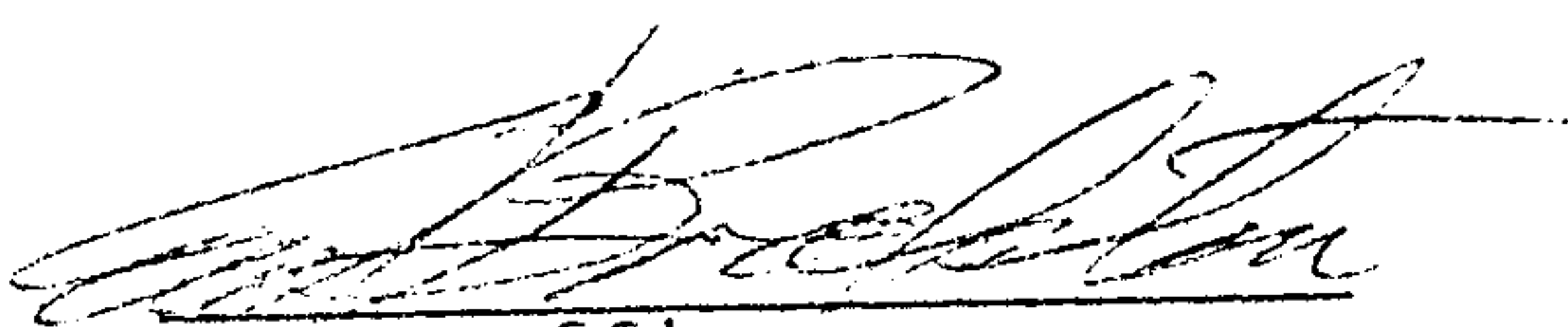
James Hugh Linder (SEAL)

THE FIRST NATIONAL BANK OF
BIRMINGHAM

By 

Ex. Vice President and Trust Officer

Attest:



Trust Officer

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

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I, the undersigned, a notary public in and for said County, in said State, hereby certify that Hugh Linder, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears the date.

Given under my hand and official seal this the 16th day of August, 1972.

San B. Bradley
Notary Public
My Commission Expires May 10, 1973

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that whose name as Lee Vice President and Trust Officer of The First National Bank of Birmingham, a corporation, as trustee, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of August, 1972.

San B. Bradley
Notary Public
My Commission Expires May 10, 1973

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STATE OF SOUTH CAROLINA)
MARLBORO COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that James Hugh Linder, whose name as trustee is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of August, 1972.

Phyllis L. McTigue
Notary Public
My commission Expires:
July 27, 1980

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SHIRLEY A. SHELLEY, JR.
CLERK OF THE COURT
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JUDGE OF PROBATE