

**MICHAEL D. THOMPSON  
QUALIFIED LAKE RESIDENCE TRUST**

This Indenture of Trust (the "Indenture"), entered into this 23rd day of December, 1992, to be effective as of December 31, 1992, between Michael D. Thompson, as grantor (the "Grantor"), and Netagene R. Thompson, as trustee (the "Trustee").

**WITNESSETH:**

The Grantor desires to create a "qualified personal residence trust" within the meaning of Treasury Regulation § 25.2702-5(c).

In consideration of the premises, the Grantor does hereby transfer, assign and convey to the Trustee the personal residence property set forth on Appendix I attached hereto and made a part hereof, such property and any other property that the Trustee may hereafter receive or acquire to be held in trust (the "Trust"), subject to the terms and conditions hereinafter set forth. For purposes of reference, this Trust may be referred to as the "Michael D. Thompson Qualified Lake Residence Trust."

The Trustee acknowledges receipt of the property described in Appendix I and agrees to hold and manage such property, together with all property added to the Trust or acquired by the Trustee (such property and any other property at any time constituting part of the Trust hereinafter collectively referred to as the "Trust Assets"), for the uses and in the manner hereinafter set forth.

**ARTICLE ONE**

Section 1.1 - So long as the Trust is deemed to own a Personal Residence (as defined in Section 1.4), the Trust shall be a qualified personal residence trust and shall be governed by, and shall terminate as provided in, Section 1.2 hereof. Effective at such time as the Trust is no longer deemed to own a Personal Residence, the Trust shall cease to constitute a qualified personal residence trust and shall, effective at such time, be governed by, and shall terminate as provided in, Section 1.3. For purposes of this Article One, the Trust shall be deemed to own a Personal Residence (i) during such time as the Trust actually owns a Personal Residence, and (ii) for up to two years after such Personal Residence is sold, damaged or destroyed, provided that any sales or insurance proceeds received on account of such sale, damage or destruction are either used within such two-year period to purchase or build another Personal Residence, or to improve or repair any damage to such previous Personal Residence, with any proceeds not so used being made subject to Section 1.3 effective at the Cessation Date (as defined in Section 1.3).

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SHELBY COUNTY JUDGE OF PROBATE  
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Inst # 1993-00382

**Section 1.2 - Qualified Personal Residence Trust.**

(A) So long as the Trust remains subject to this Section 1.2, the Grantor shall have the right to the exclusive use, possession and enjoyment of the Personal Residence held in the Trust Assets, and the Grantor shall pay all expenses of the Trust, including, without limitation, any expenses for maintenance, repair or payments on mortgage indebtedness referable to the Trust Assets. The Trustee shall further hold and administer the Trust Assets as follows:

(1) The Trustee may accept contributions of cash to the Trust, to be held in a separate account, in an amount which, when added to the cash already held by the Trustee, does not exceed (i) the cash required to pay for improvements to the Personal Residence within six months from the date the cash is contributed to the Trust; and (ii) the cash required for the purchase of another Personal Residence to replace the Personal Residence then held in the Trust, provided the Trustee has previously entered into a contract to purchase another Personal Residence and such purchase will be consummated within three months of the date such cash is contributed to the Trust for this purpose. In the event the Trustee accepts contributions of cash pursuant to this paragraph (1), the Trustee shall determine, not less frequently than quarterly, the amount of cash held by the Trust in excess of the amount required to satisfy the expenses and costs enumerated in (i) and (ii) above, and any such excess amount shall be immediately distributed to the Grantor. In addition, effective at the termination of the Grantor's interest in the Trust, any amounts held by the Trustee in excess of such expenses and costs that are due and payable on the date of the termination of such interest shall be distributed outright to the Grantor within 30 days of such termination.

(2) In addition to the contributions of cash permitted by paragraph (1) above, the Trustee may also retain in a separate account (i) the cash proceeds derived from the sale of the Personal Residence; and (ii) any insurance cash proceeds payable to the Trustee as a result of damage to, or destruction of, the Personal Residence held by the Trustee. Such sales or insurance proceeds shall only be retained by the Trustee subject to this Section 1.2 until the earliest of the following dates (hereinafter whichever date is applicable is referred to as the "Applicable Date"): (a) the date that is two years after the date of sale, damage or destruction; (b) the date of the termination of the Grantor's interest in the Trust as provided in paragraph (C) of this Section 1.2; and (c) the date on which another Personal Residence is acquired by the Trust, or the replacement or repairs to the damaged or destroyed Personal Residence then owned by the Trust are completed. Effective at the Applicable Date, any remaining cash proceeds shall become subject to Section 1.3, and the Trust shall cease to be a qualified personal residence trust with respect to such remaining proceeds. If damage or destruction renders the Personal Residence unusable as a residence, the Trust shall cease to be a qualified personal residence trust, and the Trust Assets shall become subject to Section 1.3 on the date that is two years after the date of



damage or destruction (or the date of the termination of the Grantor's interest) unless, prior to such date either (i) replacement of or repairs to the Personal Residence are completed, or (ii) a new residence is acquired by the Trust.

(B) Effective at such time as the Personal Residence held by the Trustee ceases to be used or held for use as a personal residence of the Grantor (as such use is defined in Treasury Regulation § 25.2702-5(c)(2)(iii)), the Trust shall cease to be a qualified personal residence trust, and the Trust Assets shall be subject to Section 1.3.

(C) The Grantor's interest in the Trust shall terminate at the earlier of (1) the death of the Grantor, or (2) January 1, 2023. If the Grantor's interest in the Trust shall terminate because of the death of the Grantor, then, effective at the death of the Grantor, the Trust shall terminate and the Trustee shall distribute the Trust Assets subject to this Section 1.2 to the executors or administrators of the Grantor's estate. If the Grantor shall be living on January 1, 2023, then, effective as of January 1, 2023, the Trust Assets subject to this Section 1.2 shall be subject to Article Two.

### **Section 1.3 - Qualified Annuity Interest.**

(A) Effective as of the Cessation Date (as defined in the last sentence of this section), the Trustee shall hold any portion of the Trust Assets made subject to this Section 1.3 as a separate share and shall pay the Annuity Amount (as defined in paragraph (C) below) to or for the benefit of the Grantor, in equal quarterly installments, from the assets made subject to this Section 1.3; provided, however, the Trustee may defer the payment of the Annuity Amount until the date (the "Conversion Date") that is 30 days after the assets are made subject to this Section 1.3 and converted to a qualified annuity interest, with any deferred payment to bear interest at the rate, determined under Section 7520 of the Internal Revenue Code, in effect on the Cessation Date. The Trustee shall reduce the aggregate deferred payments of the Annuity Amount by the amount of the income actually distributed to the Grantor during the deferral period. The Annuity Amount shall be paid from the income of the share of the Trust Assets made subject to this Section 1.3, and, to the extent that such income is not sufficient, from the principal of the share of the Trust Assets made subject to this Section 1.3. The Trustee shall retain in trust any income from such share of the Trust Assets not so distributed and shall once each trust-accounting year irrevocably add such income to the principal of such share of the Trust Assets. The term "Cessation Date" shall mean the date of the sale of the Personal Residence, the date of damage to or destruction of the Personal Residence, or the date on which the Personal Residence ceases to be used or held for use as a personal residence of the Grantor, whichever is applicable.

(B) The Grantor's interest in the Trust shall terminate at the earlier of (1) the death of the Grantor, or (2) January 1, 2023. If the Grantor's interest in the Trust shall terminate because of the death of the Grantor, then, effective at the death of the Grantor, the Trust shall terminate and the Trustee shall distribute the Trust Assets governed by this Section 1.3 to the executors or administrators of the Grantor's estate. If the Grantor shall be living on January 1, 2023, then, effective as of January 1, 2023, the Trust Assets governed by this Section 1.3 shall be distributed as follows: (i) the Grantor shall receive any remaining Annuity Amount to which the Grantor is entitled as of such date, and (ii) the remaining Trust Assets shall be subject to Article Two.

(C) The "Annuity Amount" shall be an amount equal to (1) the lesser of the value of all interests retained by the Grantor (as of the date of the original transfer or transfers by the Grantor to the Trust) or the value of all the Trust Assets (as of the Conversion Date), divided by (2) an annuity factor determined as of the date of the original transfer to the Trust, using the rate determined under Section 7520 of the Internal Revenue Code, and using the original thirty year term of the Grantor's interest as set forth in clause (2) of the first sentence of paragraph (B) of this Section 1.3; provided, however, if on the Conversion Date, the assets of the Trust shall still include a Personal Residence, the Annuity Amount shall be further multiplied by a fraction, the numerator of which is the excess of the fair market value of the Trust Assets on the Conversion Date over the fair market value of the assets as to which the Trust continues as a qualified personal residence trust, and the denominator is the fair market value of all the Trust Assets on the Conversion Date. For purposes of determining the Annuity Amount, the value of property transferred by the Grantor to the Trust shall be its fair market value as finally determined for federal gift tax purposes. If the fair market value of such property is incorrectly determined, then within a reasonable period after the value is finally determined for federal gift tax purposes, the Trustee shall pay to the Grantor (in the case of an undervaluation) or shall receive from the Grantor (in the case of an overvaluation) an amount equal to the difference between the Annuity Amounts properly payable and the Annuity Amounts actually paid. In determining the Annuity Amount, the Trustee shall prorate the same on a daily basis for a short taxable year and the taxable year in which the Grantor's interest terminates. As provided in Treasury Regulation § 25.2702-3(b)(4), no additional contributions may be made to a share of the Trust Assets made subject to this Section 1.3.

Section 1.4 - The term "Personal Residence" shall mean either the principal residence held for use of the Grantor (as determined by Section 1034 of the Internal Revenue Code), or one other residence held for use of the Grantor (as determined by Section 280A(d)(1) of the Internal Revenue Code but without regard to Section 280A(d)(2)), or an undivided fractional interest in either of such principal residence or other residence held for use of the Grantor. Such Personal Residence shall be deemed to be held for use of the Grantor so long as such residence is available at all times for use by the Grantor as a personal residence and is not occupied by any person other than the Grantor, the Grantor's spouse, or a dependent of the Grantor. The Personal Residence shall also include appurtenant



structures used for residential purposes as well as underlying and adjacent land not in excess of that which is reasonably appropriate for residential purposes (taking into account such residence's size and location). The Personal Residence shall not include any personal property, such as household furnishings. The fact that the Personal Residence is subject to a mortgage shall not affect its status as a Personal Residence.

## ARTICLE TWO

Section 2.1 - Effective at such time as the Trust Assets are made subject to this Article Two (the "Termination Date"), the Trust Assets shall become subject to Section 2.2 if the Grantor's spouse, Netagene R. Thompson (the "Grantor's spouse"), is living at the Termination Date, and if the Grantor's spouse is not living at the Termination Date, the Trust Assets shall become subject to Section 2.3.

Section 2.2 - During the lifetime of the Grantor's spouse, the Trustee shall stand possessed of the Trust Assets in a separate trust and shall pay to or for the benefit of the Grantor's spouse the entire net income of the Trust Assets at least annually, and so long as the Trust Assets shall include a personal residence, the Grantor's spouse shall be entitled to the exclusive use, possession and enjoyment of such residence for the remainder of the Grantor's spouse's lifetime. Effective at the death of the Grantor's spouse, the Trust Assets shall become subject to Section 2.3.

Section 2.3 - Effective at such time as the Trust Assets shall become subject to this Section 2.3 (the "Division Time"), the Trustee shall apportion the Trust Assets into separate, equal shares, one share for each then-living child of the Grantor and one share for each deceased child of the Grantor who has any lineal descendant who shall survive such deceased child. Each share apportioned for a child of the Grantor who shall survive the Termination Time shall be distributed outright and free of trust to such child. Each share apportioned for a deceased child of the Grantor who leaves any lineal descendant surviving such deceased child shall, effective at the Division Time, be distributed in or for such estates (whether legal or equitable), interests, proportions and in such manner as such deceased child may, by such deceased child's will or a codicil thereto, specifically referring to this Indenture (observing all necessary requirements of the laws respecting perpetuities and the duration of trusts), appoint to or for the benefit of any one or more persons, organizations and corporations whatever, including such deceased child's estate. This general testamentary power of appointment is unrestricted and unlimited and may be exercised by such deceased child with the same effect as if all of such share were owned absolutely by such deceased child at the Division Time. So much (which may be all) of a deceased child's share as shall not be effectively appointed by such deceased child in the exercise of the aforesaid general testamentary power of appointment shall be disposed of as follows: (i) there shall vest in

the executors or administrators of such deceased child's estate an amount equal to the amount by which the sum of such deceased child's federal and state estate taxes, if any, shall have been increased by the inclusion in such deceased child's federal gross estate of the value of such deceased child's interest in the Trust Assets as constituted at such deceased child's death; and (ii) the remainder thereof shall be retained by the Trustee, in trust, to apportion the same, effective at the Division Time, into shares, per stirpes, as follows: among the then-living lineal descendants of such deceased child, and if none, among the then-living lineal descendants of the Grantor. Each share so apportioned for a lineal descendant of such deceased child or of the Grantor shall, effective from the Division Time, constitute the principal of a separate trust of which the person for whom such share was apportioned shall be the "Beneficiary." Each such trust for a Beneficiary shall be governed by, and shall terminate as provided in, the following sections of this Article Two. If no lineal descendant of such deceased child or of the Grantor shall be living at the Division Time, then, effective at the Division Time, any unappointed remainder of such deceased child's share as set forth in clause (ii) above shall be distributed outright and free of trust to such one or more organizations then described in each of Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code as the Trustee shall select in the sole discretion of the Trustee.

Section 2.4 - While a Beneficiary shall be less than thirty years of age, the Trustee shall stand possessed of the property constituting his or her trust and, effective from the time at which his or her trust is to be created, shall pay to or for the benefit of that Beneficiary so much of his or her trust's income and, upon the exhaustion of such income, so much of his or her trust's principal as the Trustee shall deem appropriate and shall retain in trust the residue, if any, of such income and shall once each trust-accounting year irrevocably add such residue to the principal of the trust from which it shall have been derived. In exercising the aforesaid discretionary power, the Trustee need give only such consideration to other resources of the Beneficiary known to the Trustee as the Trustee may deem appropriate.

Section 2.5 -

(A) A Beneficiary's trust governed by this article shall terminate and the principal of such trust shall vest in, and be distributed free of trust to, its Beneficiary when the Beneficiary attains thirty years of age. If a Beneficiary (called "such Deceased Beneficiary" hereafter in this paragraph) shall not survive the time of termination of his or her trust, then, effective at his or her death, the principal of such Deceased Beneficiary's trust shall be distributed in or for such estates (whether legal or equitable), interests, proportions and in such manner as such Deceased Beneficiary may, by such Deceased Beneficiary's will or a codicil thereto, specifically referring to this Indenture (observing all necessary requirements of the laws respecting perpetuities and the duration of trusts), appoint to or for the benefit of any one or more persons, organizations and corporations



whatever, including such Deceased Beneficiary's estate. This general testamentary power of appointment is unrestricted and unlimited and may be exercised by such Deceased Beneficiary with the same effect as if all of such share were owned absolutely by such Deceased Beneficiary. So much (which may be all) of a Deceased Beneficiary's share as shall not be effectively appointed by such Deceased Beneficiary in the exercise of the aforesaid general testamentary power of appointment shall be disposed of as follows: (i) there shall vest in the executors or administrators of such Deceased Beneficiary's estate an amount equal to the amount by which the sum of such Deceased Beneficiary's federal and state estate taxes, if any, shall have been increased by the inclusion in such Deceased Beneficiary's federal gross estate of the value of such Deceased Beneficiary's interest in the Trust Assets as constituted at such Deceased Beneficiary's death; and (ii) the remainder thereof shall be retained by the Trustee, in trust, to apportion the same, effective at the Deceased Beneficiary's death, into shares, per stirpes, as follows: among the then-living lineal descendants of such Deceased Beneficiary, and if none, among the then-living lineal descendants of such Deceased Beneficiary's nearest ancestor (in terms of kinship) who is a lineal descendant of the Grantor and has then-living lineal descendants, and if none, among the then-living lineal descendants of the Grantor. Each share so apportioned pursuant to the preceding sentence shall, effective from the Deceased Beneficiary's death, constitute the principal of a separate trust of which the person for whom such share was apportioned shall be the "Beneficiary." Each such trust for a Beneficiary shall be governed by, and shall terminate as provided in, this Article Two. If no lineal descendant of such Deceased Beneficiary, or of an ancestor of such Deceased Beneficiary who is a lineal descendant of the Grantor, or of the Grantor shall be living at such Deceased Beneficiary's death, then, effective at such Deceased Beneficiary's death, any unappointed remainder of such deceased child's share as set forth in clause (ii) above shall be distributed outright and free of trust to such one or more organizations then described in each of Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code as the Trustee shall select in the sole discretion of the Trustee.

(B) In any event, the principal of any trust governed by this article, if not already vested pursuant to this article, shall, exactly twenty-one years after the death of the last to die of the group of persons consisting of the Grantor's spouse and the Grantor's lineal descendants living at the date of the execution of this Indenture (which time is hereinafter called the "time of vesting"), vest absolutely in the person who under this article is then receiving, or is entitled to receive at the discretion of the Trustee, all or any part of the income of such trust, irrespective of such person's then-attained age. If the person in whom such principal shall so vest is, at the time of vesting, at least twenty-one years of age, then, effective at the time of vesting, such trust shall terminate and the principal thereof shall be distributed free of trust to such person. If the person in whom such principal shall so vest is, at the time of vesting, under twenty-one years of age, then the principal of such trust, although absolutely vested, shall be retained by the Trustee in trust to be dealt with as stated in Section 2.4 of this article until the person in whom such principal has so vested thereafter attains the age of twenty-one years or dies at an earlier age, whereupon such trust shall terminate and the principal thereof shall be distributed free of trust to the person in

whom such principal has so vested or, as the case may be, to the executors or administrators of such person's estate.

(C) The Trustee may, in the discretion of the Trustee, merge the assets of any trust governed by this article with the assets of any other trust, by whomsoever created, maintained for the same beneficiary or beneficiaries upon substantially the same terms.

### ARTICLE THREE

It is the overriding goal of the Grantor that so long as the Trust created by this Indenture owns, or is deemed to own, a personal residence, the Trust shall qualify at all times from the time of its creation as a "qualified personal residence trust" within the meaning of Treasury Regulation § 25.2702-5(c). Accordingly, all provisions of this Indenture shall be construed, and the Trust created hereunder shall be administered solely in accordance with, this intention and in a manner consistent with Treas. Reg. § 25.2702-5(c) and any other regulations, revenue rulings, revenue procedures, notices, or other administrative pronouncements that may issued by the Internal Revenue Service interpreting the requirements of Section 2702(a)(3)(A)(ii) of the Internal Revenue Code, as well as any judicial determinations applicable to Section 2702(a)(3)(A)(ii). The only interpretation of the requirements of Section 2702(a)(3)(A)(ii) at the time of the execution of this Indenture is set forth in Treas. Reg. § 25.2702-5, which provides in paragraph (c) thereof that a governing instrument must contain certain required provisions in order to constitute a "qualified personal residence trust." Accordingly, as required by Treas. Reg. § 25.2702-5(c), this Indenture shall, notwithstanding anything to the contrary contained herein, be subject to the following terms and conditions so long as the Trust remains subject to Article One:

(A) The Trustee shall distribute any income of the Trust to the Grantor not less frequently than annually.

(B) The Trustee shall not distribute any principal of the Trust Assets to or for the benefit of any beneficiary other than the Grantor.

(C) Except as otherwise provided in paragraph (A) of Section 1.2, the Trustee shall only be authorized to accept and hold one residence to be used or held for use as a personal residence of the Grantor.

(D) There shall be no commutation of the Grantor's interest in the Trust, which means that the Trustee shall not prepay the Grantor's income interest in the Trust based upon its then-current actuarial value.



(E) Effective at such time as the Personal Residence held by the Trust ceases to be used or held for use as a Personal Residence of the Grantor, the Trust shall cease to be a qualified personal residence trust.

#### ARTICLE FOUR

Section 4.1 - In the course of the administration of the Trust created under this Indenture, the Trustee may, subject to Article Three, do and have done with respect to the Trust Assets all things that, in the uncontrolled judgment and discretion of the Trustee, may seem necessary, desirable or proper to protect, promote or conserve the Trust Assets and the interests of any beneficiaries hereunder in like manner as if the Trustee were beneficially entitled to the Trust Assets; and every determination by the Trustee in the construction of powers or in any matter with respect to which the Trustee may be empowered to act, proceed or exercise any discretion shall be binding on all persons, organizations and corporations howsoever interested in the Trust Assets and shall not be questioned or effectively objected to on any grounds by anyone. Notwithstanding either the intentionally broad language of the preceding sentence or the breadth of the language by which any power is conferred upon the Trustee by this Indenture, all powers, discretions and immunities conferred upon the Trustee by any provision of this article or otherwise shall constitute administrative, fiduciary powers, discretions and immunities and shall not constitute or be deemed to constitute powers of appointment; and, furthermore, each and every such power and discretion shall be exercisable only in the interests of the Trust Assets and of those beneficially interested therein and not for the personal benefit of the Trustee.

Section 4.2 - Without limiting the generality of the first sentence of the immediately preceding section of this article in any way but solely to define with particularity certain of the powers, discretions and immunities conferred upon the Trustee, the Trustee shall, subject to Article Three, have and may exercise, publicly or privately, personally or by attorney or agent, without previous or other order of any court and, unless otherwise explicitly provided in this Indenture, without previous or other notice to or consent by anyone, each and all of the following powers, discretions and immunities in addition to any other powers, discretions and immunities that may be conferred upon the Trustee by law or otherwise, all of which shall be broadly construed:

(1) to receive, from any source, retain, make or dispose of investments in any property of any kind, nature, character or description, whether real, personal or mixed and wheresoever situated, whether domestic, foreign or alien, and whether or not any of the same may be deemed permissible for trustees under the constitution or laws of any state or the United States, under the rules of any court or under any rule of policy anywhere, investments in any partnership interest (whether general, limited or special), investments in regulated investment companies or other mutual funds;

(2) to retain, make, hold or dispose of investments and reinvestments without regard to any actual or potential lack of diversification of such investments;

(3) to hold any or all stock, securities or other paper whatever in bearer form; or to hold any or all such stock, securities or other paper or any or all personal or real property in the name of the Trustee or in the name of some other person, organization or corporation, all without disclosing any fiduciary relationship;

(4) to lease, lease with options attached, grant easements over, make any agreements or contracts whatever with respect to, grant options upon, sell, exchange or in any other way dispose of, convey or transfer all or any part or asset of the Trust Assets for such consideration, on such terms and conditions, and for such period(s) of time (even though such period(s) may or does or do extend beyond the term of an applicable trust) as the Trustee may deem desirable;

(5) to convert any property, whether real, personal or mixed in any ratio, into any other property, whether real, personal or mixed in any ratio;

(6) to manage, operate and administer all real property and interests therein; and to erect, maintain, tear down or replace any improvements, buildings or structures placed or to be placed on any such real property;

(7) to drill, explore, test, mine or otherwise exploit oil, gas or other mineral or natural resources and to enter into and execute oil, gas and mineral leases;

(8) to engage in any business, including farming and timbering, in a trust capacity, as a partner (general or limited) or as a sole proprietor; or to incorporate or join with others in incorporating any business, property or assets constituting a part of the Trust Assets;

(9) by incorporation, reincorporation, dissolution, liquidation, sale, exchange or reorganization of any character, to make changes from time to time in the style or form of the ownership or the conduct of any business or venture;

(10) to manage, and in person or by general or limited proxy with or without full power of substitution to vote, all stock, securities and rights and interests evidenced by any other type of paper in any public or private corporation, trust or association, in respect of all matters ordinary and extraordinary, including without limitation: the borrowing of money; the issuance or retirement of any of such stock, securities and other paper; the sale, exchange or other disposition of some or all assets; conversion; consolidation; merger; recapitalization; liquidation; dissolution; any other transaction or reorganization of any character whatever, whether or not in bankruptcy; and to retain any or all property received as a consequence thereof, without limitation as to time;



(11) from time to time but within a time permitted by law, to assign and transfer to a voting trustee or trustees, who may be or include the Trustee, any or all stock in any public or private corporation; to select the voting trustee or trustees; and to propose, negotiate, fix, consent to or change the voting trustee or trustees, the terms, and any or all conditions and provisions subject to which any such stock shall be held by the voting trustee or trustees;

(12) to oppose, propose, become a party to, participate fully, partly or not at all in or carry out any transaction or any formal or informal plan of reorganization of any character whatever affecting any public or private corporation or other business unit any of whose stock, securities or other paper or any interest in which may be included in the Trust Assets; and to retain, without limitation as to time, any or all securities or other property that may be received in pursuance of any such action or plan of reorganization;

(13) to borrow, lend, or advance money with or without security; and on any terms whatever to give or obtain security therefor by mortgage, pledge, security interest or any other means;

(14) on changed or unchanged terms, to renew or extend loans or any other indebtedness, however evidenced, at any time owing by or to the Trustee in such capacity, or the Trust Assets;

(15) to compromise, settle, adjust or submit to arbitration any matter of dispute;

(16) to institute, prosecute, defend, become a party to, and participate in, any formal or informal actions, suits or proceedings, whether at law, in equity, or merely administrative;

(17) to keep the Trust Assets insured against casualty; and to insure the owners or users thereof or those beneficially interested therein against loss or damage with reference to the same;

(18) to effectuate the removal from Alabama of any part or all of the Trust Assets and to effectuate the relocation thereof at any place whatever;

(19) to mingle any or all of the property held in the Trust Assets created hereunder and to allocate the proper part thereof to each trust, all without designation to indicate any such division or allocation, so that, unless otherwise indicated, the property from time to time held by the Trustee so mingled shall be deemed allocable in the proper proportions to each of the said trusts created or to be created hereby that are participants in any such mingled investments therein;

(20) to delegate investment discretion with respect to any of the Trust Assets to a third party;

(21) to establish and change trust-accounting years and to establish, maintain or change the accounts, the bookkeeping and accounting systems and the periods of time with respect to which the records of the trusts under this Indenture are maintained and taxes, income, gains and losses, and capital changes are determined;

(22) to allocate receipts and disbursements between income and principal in such manner as the Trustee (other than any beneficiary who is a trustee) in its sole discretion may determine even though a particular allocation or allocations may be made in a manner inconsistent with what would otherwise be applicable state law; and

(23) to make distributions, including both pro rata and non-pro rata distributions, in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, to the beneficiaries (including any trust), and to do so, without regard to the income tax basis of specific property allocated to any beneficiary, without the consent of any beneficiary, and without securing from any court any prior or other determination or confirmation of value or direction as to specific terms to be so distributed or paid over.

## ARTICLE FIVE

Section 5.1 - If Netagene R. Thompson shall die, become incapable or fail for any reason to act as Trustee hereunder, then Judith Thompson shall serve as the Trustee hereunder. If both of such individuals shall die, become incapable or fail for any reason to act as Trustee hereunder, then E. Alston Ray shall serve as Trustee hereunder. If all of such individuals shall die, become incapable or fail for any reason to act as Trustee hereunder, then SouthTrust Bank of Alabama, National Association shall serve as Trustee hereunder. The capacity of any person to serve as Trustee hereunder shall, if brought into question by any interested party, be determined by such person's attending physician. Any trustee serving hereunder shall be empowered to change the succession of trustees designated above, and in lieu thereof to appoint any person or entity as he or she may choose as successor Trustee hereunder.

Section 5.2 - No successor trustee serving hereunder shall be liable for the actions or omissions of a predecessor trustee, and any such successor trustee shall be entitled to accept the assets delivered by a predecessor trustee without requiring any accounting of such predecessor trustee's actions and shall incur no liability therefor.

Section 5.3 - Except as otherwise specifically provided in this Indenture, references in this Indenture to the "Trustee" shall be deemed to designate all parties, whether one or more, from time to time in fact qualified and acting as a trustee under this Indenture.



Section 5.4 - If more than one Trustee is serving hereunder, any single Trustee, acting alone, may perform any of the duties and responsibilities of the Trustee hereunder, including, without limitation, signing checks on the Trust's bank account, executing a deed to the Personal Residence, and entering into any contract pertaining to the sale or repair of the Personal Residence.

Section 5.5 - Any natural person serving as the Trustee hereunder shall serve without compensation but shall be reimbursed from the Trust for all necessary or proper expenses incurred in the administration or protection of the Trust Assets.

Section 5.6 - In the administration of the Trust created under this Indenture, the Trustee may act personally or by, or in reliance upon the advice of, attorneys, accountants, investment advisors and managers, agents and other persons, organizations and corporations and shall not be responsible to the Trust or to any person, organization or corporation interested in the Trust for the acts or omissions or negligence of any thereof but shall be held only to the exercise of reasonable care in selecting, employing and retaining the same.

Section 5.7 - No person, organization or corporation dealing with the Trustee hereunder shall be under any obligation, duty or liability to inquire into the authority of the Trustee to do any act done or requested or sought to be done in the performance of any duty or in the exercise of any power or discretion conferred upon the Trustee; nor shall any person, organization or corporation be under any obligation, duty or liability to see to the proper application or disposition by the Trustee of the purchase price or other consideration for any property or to see to the proper disposition of any money or property loaned or delivered to the Trustee.

Section 5.8 - All the powers and discretions conferred on the Trustee, by this Indenture or otherwise, may be exercised by the Trustee after, as well as before, the vesting of any interest created by this Indenture until distribution in fact shall have been effectively completed.

Section 5.9 - No Trustee hereunder shall be required (A) to make any bond for the faithful performance of any duties conferred upon such Trustee by this Indenture or otherwise or (B) to make or file, for or in any court, any report, inventory, appraisement, settlement or accounting.

Section 5.10 - If any person to whom, or for the benefit or account of whom, any income or principal may be paid or distributed pursuant to this Indenture is, at the time of such payment or distribution, under any legal disability, such as minority or incompetence,

according to the laws then in effect at such person's domicile, then the Trustee, in the discretion thereof, may pay or distribute such income or principal to such person, to the conservator of such person's property, to a custodian for the benefit of such person as may be designated by the Trustee under any applicable Uniform Transfers to Minors Act or Uniform Gifts to Minors Act, or to some third party for the benefit or account of such person; and the receipt of the person, organization or corporation to whom such income or principal is so paid or distributed shall discharge the Trustee with respect to the income or principal to which such receipt relates.

Section 5.11 - It is the Grantor's desire that the Trust created under this Indenture may be settled, and the Trustee discharged, by consent without notice and without any court proceeding, it being the Grantor's desire that any trust created hereunder may be settled as expeditiously and economically as possible. Accordingly, the Grantor does hereby authorize the parent, guardian, conservator or custodian (who may be appointed by the Trustee) to act as a virtual representative for any beneficiary who is then unborn or legally incompetent, with full power to consent to or contest on behalf of such beneficiary any and all matters with respect to the administration and settlement of such trust; and any and all actions taken by such virtual representative shall fully and completely bind such beneficiary and his or her lineal descendants or other appointees.

Section 5.12 - The term "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and reference to any provision or section of that Code shall also be deemed to refer to the provision or section of the federal tax law, in effect from time to time that corresponds to the provision or section referred to in this Indenture.

Section 5.13 - References in this Indenture to "SouthTrust Bank of Alabama, National Association" shall be deemed to designate the banking association or corporation existing by that name at the time of the execution of this Indenture, with its principal office in Birmingham, Alabama, and any banking association or corporation empowered by law to act in fiduciary capacities that succeeds immediately, intermediately or ultimately to the aforesaid bank or to all or substantially all the fiduciary business thereof by whatever means such succession may occur.

Section 5.14 - The taxable year of the Trust shall be the calendar year, but the first taxable year of the Trust shall begin on the date of the execution of this Indenture and end on December 31, 1992.

Section 5.15 - References in this Indenture to articles, sections or paragraphs by their numbers or location shall be deemed to designate the appropriate article, section or paragraph of this Indenture.



## ARTICLE SIX

It is the intent of the Grantor that the Trust created by this Indenture shall constitute a grantor trust for purposes of Subpart E of Subchapter J of the Internal Revenue Code; accordingly, to accomplish such objective the Grantor reserves the right to reacquire the Personal Residence held by the Trust in exchange for other property of equivalent value. It is the Grantor's understanding that such reserved power constitutes an administrative power under Section 675(4)(C) of the Internal Revenue Code that is sufficient to make the Grantor the owner of the Trust for purposes of Section 671 of the Internal Revenue Code.

## ARTICLE SEVEN

The interest of any person in the Trust created under this Indenture shall not be liable for the obligations or debts of such person and shall not be assignable in any manner by such person except as permitted by any special testamentary power of appointment authorized hereunder; and no part of the Trust, or income therefrom, shall be anticipated, pledged, encumbered or hypothecated in any manner by such person, nor shall any part of the trust, or income therefrom, be taken on execution, reached by creditor's bill, garnishment, or other process or writ by any person or entity having, or claiming to have, a claim against such person whether the same is contracted or incurred before or after the creation of such trust.

## ARTICLE EIGHT

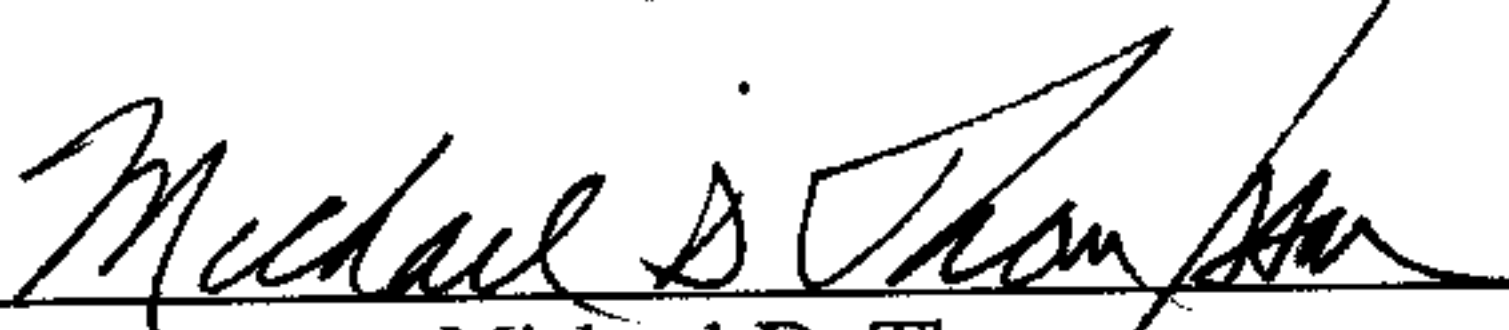
The Grantor has been advised by counsel that, after the execution of this Indenture, it will thereafter be irrevocable, and will not be subject to alteration, amendment, modification, revocation, or termination by the Grantor. The Grantor fully understands such advice and executes this Indenture with the intention that the Trust herein declared shall be irrevocable, and that the Grantor shall not have and reserve any power whatever to alter, amend, modify, revoke or terminate the provisions hereof.

## ARTICLE NINE

The Trustee, by the execution hereof, accepts the Trust herein created and agree to perform the same with due fidelity.

In Witness Whereof, the Grantor and the Trustee have executed this Indenture as of the day and year first written above.

GRANTOR

  
Michael D. Thompson

TRUSTEE

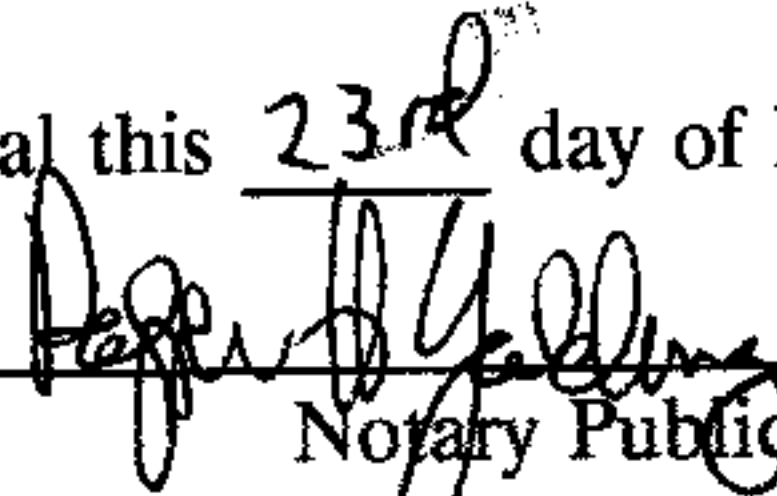
  
Netagene R. Thompson

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Michael D. Thompson, whose name is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he executed the same voluntarily on this date.

Given under my hand and official seal this 23rd day of December, 1992.

  
Notary Public  
Commission expires 1-20-94

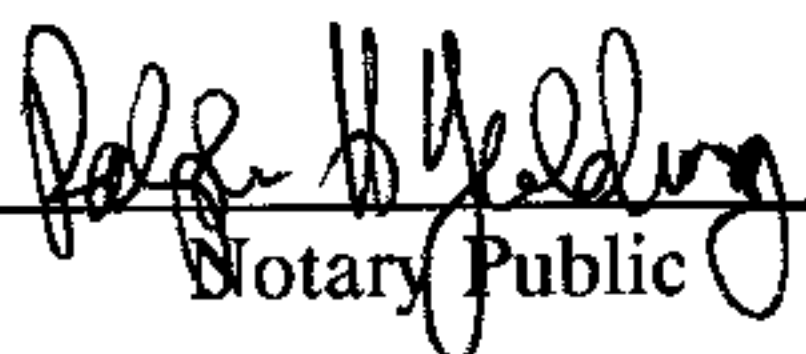
STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Netagene R. Thompson, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on this date.



Given under my hand and official seal this 23rd day of December, 1992.

  
Notary Public

[NOTARIAL SEAL]

My Commission expires: 1-20-94

Appendix I to  
the Michael D. Thompson  
Qualified Lake Residence Trust  
dated December 23, 1992  
between Michael D. Thompson, as Grantor, and  
Netagene R. Thompson, as Trustee

Description of Property:

Certain residential real property located in Shelby County, Alabama, which is more particularly described in a deed executed contemporaneously with the execution of this Indenture.

Inst # 1993-00382

01/06/1993-00382  
11:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
1818 MCD 49.00