

CAROLYN THOMAS HILL TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into at Birmingham, Jefferson County, Alabama, this 20th day of February, 1990, by and between HERBERT H. THOMAS, M.D. and LOUISE PETRY THOMAS, hereinafter collectively called "Settlor", and HERBERT H. THOMAS, M.D. and LOUISE PETRY THOMAS, hereinafter collectively called "Trustee", in order to create an irrevocable trust for the benefit of the beneficiaries hereinafter named;

W I T N E S S E T H :

This trust agreement is created for the benefit of Settlor's child, CAROLYN THOMAS HILL. Settlor has transferred to the Trustee the sum of Ten Dollars (\$10.00) for the trust, and Settlor intends to transfer other property to the Trustee for administration hereunder. The Trustee acknowledges receipt of the property and agrees to hold such property and all other property, real or personal, that may be hereafter conveyed or delivered to the Trustee and made subject to the terms and conditions of this agreement, together with the proceeds, investments and reinvestments thereof, in trust, for the uses and purposes, and subject to the terms and provisions of this agreement.

ARTICLE 1

IRREVOCABLE TRUST

This agreement and the trust established pursuant to this agreement shall be irrevocable, and Settlor hereby expressly acknowledges that except as expressly otherwise provided in this agreement, neither Settlor nor any other person shall have the right or power, whether alone or in conjunction with others, to alter, amend, revoke, or terminate the trust, or any one of the terms of this agreement, in any respect or particular, in whole or in part, or to designate the persons who shall possess or enjoy the trust property or income. By this agreement, Settlor intends to and does relinquish absolutely and forever, all possession and enjoyment of or the right to income from the trust property, whether directly, indirectly, or constructively, as well as every interest of any nature, present or future, vested or contingent, in the trust property created under this agreement.

Inst # 2000-08920

03/21/2000-08920

11:30 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

017 MMS

48.50

ARTICLE 2

RIGHTS RESERVED BY SETTLOR

HERBERT H. THOMAS, M.D. and LOUISE PETRY THOMAS, as Settlor, reserve the right, during their lifetime, to transfer money or other property, real or personal, to the Trustee for administration as part of the trust created hereunder for the benefit of CAROLYN THOMAS HILL. Such transfers shall be made to the Trustee by a written instrument signed by them and the Trustee, by the terms of their Last Will and Testament, or by designating the Trustee as beneficiary on behalf of the beneficiary.

ARTICLE 3

DIVISION OF PROPERTY

3.1 Name. The name of the trust shall be the "CAROLYN THOMAS HILL TRUST".

3.2 Acceptance of Transfers. The Trustee of the trust shall hold the Ten Dollars (\$10.00) originally transferred to him in the trust. Trustee may accept property hereafter transferred to him by Settlor, inter vivos or otherwise; but he shall not accept any such property not accompanied by written instructions from the Settlor, whether contained in an instrument transfer or otherwise, sufficient to identify the Settlor and the trust. Upon receipt and acceptance of property accompanied by such instructions, the Trustee shall add it to such trust held by him, and in such proportions as the instructions direct.

ARTICLE 4

TRUST

HERBERT H. THOMAS, M.D. and LOUISE PETRY THOMAS, or their successor, collectively as Trustee, shall hold and administer the trust in accordance with the following provisions:

4.1 Distributions of Income. Trustee shall accumulate the income but may pay to or for the benefit of the beneficiary from her trust so much of the net income as he determines, in his sole discretion, is necessary for the health, education, maintenance or support of the beneficiary. Any income not so paid in any year shall be accumulated but not added to principal and must be ultimately paid to the beneficiary or to her estate.

4.2 Distributions of Principal. Trustee may pay to or for the benefit of the beneficiary from her trust so much of the principal as he determines, in his sole discretion, is necessary for the health, education, maintenance or support of the

beneficiary.

4.3 Distribution at Death. When the beneficiary dies, the beneficiary's trust shall thereupon terminate and Trustee shall distribute the then existing trust property to the executor or administrator as part of the beneficiary's estate.

4.4 Distributions of Principal. The powers of the Trustee are restricted to those set forth as follows to prevent the attribution of federal income, federal gift and federal estate to the Settlor due to his service as Trustee:

4.4.1 Power to apply income of a beneficiary's trust to support the beneficiary except to the extent such support would be the type of support that Settlor is legally obligated to provide as a parent of the beneficiary.

4.4.2 Power to distribute accumulated income and/or principal to the beneficiary as set forth in this Article 4 solely for such beneficiary's health, education, maintenance and support, as determined within the Trustee's sole discretion, except upon termination of the trust. However, such power shall be further restricted to the extent such health, education, maintenance and support would be the type that Settlor is legally obligated to provide as a parent of the beneficiary.

4.4.3 Power to accumulate income in a beneficiary's trust provided such income or accumulated income shall be ultimately payable to the beneficiary or her estate.

4.4.4 Power to allocate receipts and disbursements between principal and income of the beneficiary's trust. However, if the designation is unclear to Trustee whether such receipt is principal or income, such receipt shall be treated as income for purposes of accumulation and distribution hereunder.

4.4.5 Powers to administer trust share assets as provided by the trust laws of Alabama and the administrative powers and duties as set forth in Article 7 herein. However, the Trustee shall have no powers which cause inclusion of any portion of any trust estate in the taxable estate of the Settlor pursuant to Sections 2036-2042 of the Internal Revenue Code of 1986, as amended, or inclusion of income of any trust estate in the gross income of such individual trustee pursuant to Sections 671-679.

ARTICLE 5

TRUST COMMITTEE

5.1 Trust Committee. The term "Trust Committee", with regard to any trust established hereunder means:

<u>Name</u>	<u>Address</u>
1. CAROLYN THOMAS HILL	805 Beech Court Birmingham, AL 35213
2. HERBERT H. THOMAS, III	4415 Southern Dallas, TX 75205
3. MARY FOY THOMAS MORRIS	2209 Country Club Drive Montgomery, AL 36106

If any member of the Trust Committee fails or ceases to serve for any reason or if the membership of the Trust Committee shall otherwise be reduced to less than three (3) members, the remaining members of the Trust Committee shall appoint, by majority vote, a sufficient number of persons to bring the total membership of the Trust Committee to three (3) persons. Any person may be reappointed to serve as a member of the Trust Committee.

5.2 Powers and Duties. In addition to the powers, authorities, and duties conferred upon and granted the Trust Committee elsewhere in this Agreement, the Trust Committee shall have the following additional powers:

(a) Keep Office of Trustee Filled. The Trust Committee shall keep the office of Trustee of each trust established hereunder filled at all times.

(b) Select Accountants. The Trust Committee may, but is not required, to select, annually, a firm of independent certified public accountants to audit the books and records of such trusts.

(c) Transaction of Business. Except as otherwise expressly provided in this Agreement, the Trust Committee may act hereunder by a unanimous vote of its entire membership.

(d) Meetings. Any Trust Committee member of any Trustee of the trusts established hereunder may call a meeting of the Trust Committee. Notices of each meeting of the Trust Committee meeting shall be in writing and shall be

given to each Trust Committee member at least two (2) days prior to the date of such meeting unless such notice is waived by all of the member entitled to notice. All such notices shall specify the time and place of such meeting, but such notice need not specify the purpose of, or the business to be transacted at the meeting.

(e) Action Without Meeting. Except as otherwise herein expressly provided, any action required or permitted to be taken under the terms of this Agreement by the members of the Trust Committee may be taken if a consent, in writing, setting for the action, is signed by all the members of the Trust Committee entitled to participate in such meeting. This consent shall have the same force and effect as a unanimous vote of the members of the Trust Committee. The consent may be more than one counterpart, so long as each member of the Trust Committee entitled to participate in such meetings signs one of the counterparts. The signed consent, or a signed copy, shall be retained as and made a part of the permanent records of such trusts.

(f) Telephone and Similar Meetings. Members of the Trust Committee may participate in and hold meetings by means of conference telephone, or similar communication equipment, by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(g) Minutes. A true and complete record of all proceedings of the Trust Committee shall be kept as a part of the permanent records of all trusts established hereunder.

(h) Written Records. The fact of the death, resignation, or removal of a member, or failure or refusal of a member to act may be evidenced by a certificate in writing executed and duly acknowledged by all of the remaining members of the Trust Committee.

(i) Voting. Each member of the Trust Committee shall be entitled to one (1) vote with respect to the acts required by the members of the Trust Committee.

5.3 Limitation on Scope of Powers. Notwithstanding anything contained in this Agreement to the contrary, neither the Trust Committee, nor any member thereof as a member of the Trust Committee, shall have any power to alter or establish the beneficial enjoyment of principal or income of any trust

established hereunder.

5.4 Fiduciary Capacity. In carrying out its duties, the Trust Committee and its members shall act in a fiduciary capacity.

5.5 Liability. A member of the Trust Committee shall not be liable for the acts, omissions, or defaults of any other Trust Committee member, nor shall a member of the Trust Committee be liable for the acts, omissions, or defaults of a Trustee appointed by the Trust Committee, if the members of the Trust Committee exercised reasonable care in the appointment of such Trustee. Each member of the Trust Committee shall be liable for his or her own fraud, gross negligence, or willful misconduct.

5.6 Compensation. Members of the Trust Committee shall receive reasonable compensation for their services, from time to time, and shall be entitled to reimbursement for any out-of-pocket expenses incurred in the performance of their duties.

5.7 Bond. Members of the Trust Committee shall not be required to furnish bond.

ARTICLE 6

SPECIAL DISTRIBUTION PROVISIONS

6.1 Distributions to Beneficiaries. The Trustee may distribute from any beneficiary's trust share established hereunder, the net income or principal, or both, of such beneficiary's trust share as authorized in this agreement (i) by paying it directly to such beneficiary, (ii) by spending it for the benefit of such beneficiary, (iii) by paying it to his or her parent, guardian, custodian under any Uniform Gifts to Minors Act, or to any person with whom such beneficiary resides, for such beneficiary's use. The Trustee shall not be responsible to see to the use or application of funds so distributed.

6.2 Separate Property. Prior to the termination of any trust share established by this agreement, it is Settlor's intention to make a gift to the respective beneficiaries of only that portion of the income and principal of the trust which is in fact distributed to them. Inasmuch as the amounts actually distributed to the respective beneficiaries constitute the gift that Settlor contemplated making, such distributions, whether they be income or principal, shall constitute the separate property of each such beneficiary, and not the community property of such beneficiary. Furthermore, it is Settlor's intention that no beneficiary shall have any interest in any undistributed income and principal until the time for such distribution occurs, and, accordingly, such undistributed income and principal shall not be deemed the community property of any such beneficiary.

6.3 Maximum Duration. Anything in this agreement to the contrary, notwithstanding, the trust created hereunder shall, in all events, terminate not later than twenty-one (21) years from and after the death of Settlor, Settlor's spouse, the survivor of the beneficiaries and all of the beneficiaries' children and more remote issue who are living at the time of the creation of this trust. As to any property at any time a part of the trust estate as to which under the laws of any state applicable to said property the trust is required to be terminated at any time prior to its normal termination pursuant to the provisions of this agreement, the trust as to that particular property shall terminate at the time required by the laws of said state. Upon termination of the trust, in whole or in part, as the case may be, the assets and property as to which the trust is terminated shall be delivered and distributed, in fee simple and free of trust, unto those persons who, at the time of such termination, constitute the beneficiaries of the particular trust share, in proportion to their respective presumptive interests in the particular trust share at the time of such termination.

ARTICLE 7

APPOINTMENT OF TRUSTEES

The following provisions govern the appointment of Trustees:

7.1 Original and Successor Trustees. HERBERT H. THOMAS and LOUISE PETRY THOMAS shall serve as Original Trustee of the trust established pursuant to this trust agreement. If the Original Trustee shall, for any reason, cease to serve as Trustee, THE SURVIVOR, is hereby appointed to serve as First Successor Trustee for the trust established pursuant to this trust agreement.

7.2 Powers of Successor. A successor Trustee shall have all of the rights, powers, duties, and privileges conferred upon the original Trustee, upon the delivery of the assets, books, and records of the successor.

7.3 Resignation. Any Trustee hereinabove named, or any successor Trustee, may, at any time, resign as to the trust created hereunder, upon giving to the beneficiary thirty (30) days' written notice of such resignation.

7.4 Appointment of Successor. In the event that an Original or First Successor Trustee fails or ceases to serve for any reason, then the Trust Committee shall select and appoint a successor Trustee. If there is no successor Trustee designated in this agreement or appointed by the Trust Committee within three (3) months to fill the vacancy, a court of competent jurisdiction shall appoint a successor corporate Trustee on the petition of any person interested in the trust. Any successor corporate

Trustee appointed under this paragraph shall be a banking institution possessing trust powers and a combined unimpaired capital and surplus of Fifty Million Dollars.

7.5 Liability for Predecessor. No Trustee hereunder, whether original or successor, shall be liable for the default of any existing or prior Trustee, Co-Trustee, or legal representative thereof, or any executor or administrator from whom distributions may be received (any of such fiduciaries being hereinafter referred to as a "prior fiduciary"), or for failure to contest the accounting rendered by such prior fiduciary, unless a majority of the adult trust beneficiaries, or, if there be none, the legal or natural guardians of a majority of the minor trust beneficiaries, shall have, in writing, requested the Trustee to contest such accounting or rectify such default prior to acceptance. Similarly, any Trustee hereunder, whether original or successor, may accept the trust assets as delivered to it by such prior fiduciary, and shall be responsible only for such assets. It is Settlor's desire that said Trustee be relieved of any duty, liability, or responsibility which it may have as a successor fiduciary because of receiving assets, or being entitled to receive assets, from a prior fiduciary. It is Settlor's wish and desire that these provisions expedite the funding and succession of trusteeship hereunder. Nothing in this paragraph shall limit the power of any Trustee hereunder from conditioning its acceptance of the trust or any assets upon a proper accounting, or from requiring such an accounting or a rectifying of prior default from a prior fiduciary.

7.6 No Bond. No Trustee, original, successor, or substitute, appointed to serve as Trustee of the trust established by this agreement, shall be required to furnish bond.

7.7 Trustee's Fees. Any Trustee shall be entitled to reasonable compensation, commensurate with the duties and responsibilities involved.

ARTICLE 8

TRUST ADMINISTRATION

8.1 General Powers. Except to the extent restricted by Article 4, the Trustee of the trust shall have broad managerial powers and duties commensurate therewith. The Trustee may exercise any powers in addition to the powers authorized by this agreement and the trust statutes of Alabama that are necessary or appropriate to carry out the purposes of the trust. The following enumerated powers of the Trustee are not intended and shall not be construed as in limitation of any authority given or conferred upon the Trustee by law, but are intended, and shall be construed, as additions thereto. The Trustee shall have the following powers:

8.1.1 The Trustee may hold and continue to hold, as an investment, or for any other lawful purpose, the property received or acquired hereunder, and any additional property which may be received by the Trustee (whether acquired by purchase, exchange, gift, or otherwise), so long as the Trustee deems proper.

8.1.2 Continuation of Business Operations. The Trustee may continue to operate any business or businesses in which the trust may own an interest, from time to time, for such length of time as the Trustee may deem advisable for the best interest of the trust created hereunder. The Trustee may sell such business or businesses on such terms as the Trustee may deem advisable for the best interest of the said trust, or continue to operate any such business or businesses for such length of time as the Trustee may deem advisable, regardless of whether such business is a partnership, sole proprietorship, corporation, association, joint venture, or any other type of entity. The Trustee may incorporate any such business or businesses, grant and execute liens on any property of the trust for the purpose of securing loans, or take any and all other action which the Trustee may deem advisable in the operation of such business or businesses.

8.1.3 Business Reorganizations. The Trustee may consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company, or association, or to the sale, mortgage, franchise, lease or license of the property thereof, or any part thereof, any of the securities or other property of which may, at the time, be held by the Trustee hereunder, and may do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the participation in voting trusts, and the making of agreements or subscriptions which the Trustee may deem necessary or advisable in connection therewith, all without applying to any court for permission to do so, and may hold and redeem or sell or otherwise dispose of any securities or other property which the Trustee may so acquire.

8.1.4 Power to Rent or Lease. The Trustee may rent, lease, or let any property of the trust for such time, and upon such terms, and for such price or prices as in the Trustee's discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiaries hereunder, irrespective of the provisions of any statute or

of the termination of any trust.

8.1.5 Power to Sell or Exchange. The Trustee may sell and convey, or in any manner dispose of any, all, or part of the property of the trust, or any interest therein, or exchange the same for other property, for such price or prices, and upon such terms, as in the Trustee's discretion and judgment may be deemed for the best interest of the trust and the beneficiaries hereunder, or execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, assignments, or other instruments necessary in connection therewith.

8.1.6 Management of Property. The Trustee may improve, manage, abandon, claim, donate, mortgage, release, insure, occupy, deplete, vacate, co-own, co-lease, divide, subdivide, dedicate, exploit, and partition any or all real property or personal property. The Trustee may deal freely with real estate, including, but not limited to, erecting any structure or improvement of whatever kind, or otherwise developing the same, settling or litigating boundary lines and encumbrances, granting easements and other rights, claims or interests with respect to real estate, or joining with co-owners and others in dealing with real estate in any way.

8.1.7 Maintenance of Property. The Trustee may make all repairs and improvements at any time deemed necessary and proper to and upon real property or personal property constituting a part of the trust. The Trustee may build, construct, and complete any structure or improvement, of whatever kind, upon any of such real property which in the Trustee's discretion and judgment may be deemed advisable and proper and for the best interests of the trust and the beneficiaries hereunder, and determine the extent to which the cost of such repairs and improvements shall be apportioned as between corpus and income.

8.1.8 Payment of Expenses. The Trustee may deduct, retain, expend, and pay out of any money belonging to the trusts, and any and all necessary and proper expenses in connection with the operation, management, ownership, and conduct of any business or investment of the trust. The Trustee shall pay all expenses incident thereto, including, without limitation, all taxes and other legal assessments, debts, claims, insurance premiums, mortgage payments, interest, or charges which, at any time, may be due and owing by the trust.

8.1.9 Settlement of Claims. The Trustee may compromise, settle, arbitrate, or defend any claim or demand in favor of or against the trusts, including, but not

limited to, claims or demands to enforce any notes, bonds, mortgages, security agreements, or other obligations or liens held hereunder. The Trustee may initiate or defend any legal action in any court seeking a declaratory judgment regarding the trust or any beneficiary thereof, or enter into such contracts and agreements and make such compromises or settlements of debts, claims, or controversies as the Trustee may deem necessary or advisable.

8.1.10 Advisors. The Trustee may employ accountants, attorneys, investment advisors, appraisers, custodians, and other agents to aid in the administration and management of the trust, and the Trustee may pay the ordinary and reasonable expenses incurred for such services, as well as any other ordinary and reasonable expenses incurred in the administration and management of this trust.

8.1.11 Appointment of Attorney-in-Fact. Proxies. The Trustee may act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustee, in out any of the powers and duties herein authorized. The Trustee may give general or special proxies or powers of attorney for voting or acting in respect of shares or securities which may be discretionary and with power of substitution, or deposit shares or securities with, or transfer them to, protective committees or similar bodies.

8.1.12 Places of Keeping of Trust Property. The Trustee may keep any or all of the trust property at any place or places in Jefferson County, Alabama, or elsewhere within the United States or abroad, or with a depositary or custodian at such place or places. If, at any time, the trust estate shall own assets located in a jurisdiction in which a Trustee then acting hereunder is not authorized to act, then the Trustee may appoint a Trustee in the jurisdiction in which a Trustee is not authorized, and may confer upon such other Trustee, power to act solely with reference to such assets.

8.1.13 Apportionment Between Income and Principal. The Trustee may determine the manner in which the expenses incidental to or in connection with the administration of the trust shall be apportioned as between corpus and income; the decision of the Trustee regarding such allocation shall be conclusive on all concerned. The Trustee may pay, as income, the whole of the interest, dividends, rent, or similar receipts from property, whether wasting or not, and although bought or taken at a value above par, the Trustee may retain a portion of the income to offset such loss to the principal. The Trustee may treat as income or principal, or may apportion between the same, stock

dividends or extra proceeds from the sale of real, personal or mixed property, although such real property may have been wholly or partly unproductive. The Trustee may charge to income or principal, or may apportion between them, any expense of making and changing investments, investment counsel's compensation, appraiser's fees, custodians' compensation, brokers' commissions, agents' compensation, attorneys' fees, insurance premiums, repairs or improvements, taxes, depreciation charges and trustees' compensation, and generally may determine all questions as between income and principal, and to credit or charge to income or principal, or may apportion between them, any receipt or gain and any charge, disbursement, or loss as is deemed advisable in the circumstances of each case as it arises, notwithstanding any statute or rule of law for distinguishing income from principal.

8.2 Liability of Disinterested Party. No person, firm, or corporation dealing with the Trustee with reference to any of the trust property, if acting in good faith, shall be required to ascertain the authority of the Trustee, nor to see to the performance of the trust, nor in any way be responsible for the proper application of funds or property paid or delivered to the Trustee for the account of the trust, but, if acting in good faith, may deal with the Trustee as though the Trustee were the unconditional owner.

8.3 Decisions of Trustee. The Trustee may freely act under all or any of the powers delegated to the Trustee by this agreement in all matters concerning the trust herein created, after forming its judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court, notwithstanding that the Trustee may also be acting individually, or as Trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as shareholders, directors, or otherwise. The Trustee, the representatives of the estate of the Settlor, the representatives of the estate of the Settlor's spouse, and the Trustees under any other trust created by the Settlor, either by agreement or by will, may deal with each other as freely as with strangers, notwithstanding that one or more of such fiduciaries may be the same person (or corporation). They may acquire by purchase, exchange, or otherwise, property, real or personal, tangible or intangible, from each other under and in accordance with the same powers as are given herein to the Trustee in the making and retention of investments. In each case where discretionary power is vested in the Trustee in this trust agreement, the Trustee's express or implied decision or action in the exercise thereof

shall be final and conclusive and be binding upon all beneficiaries hereunder and upon all persons whomsoever; provided, however, that the Trustee shall exercise such powers at all times in a fiduciary capacity in the interest of the beneficiaries hereunder.

8.4 Purchase of Life Insurance. The Trustee is specifically prohibited from acquiring as an asset of any trust, a life insurance policy or policies on the lives of the Settlor.

8.5 Receipt of Employee Benefits. To the extent permitted, the Trustee shall have the right to negotiate and receive death proceeds from employee benefit plans in any manner it deems prudent and consistent with the tax (both estate and income) and other objectives of this trust and its beneficiaries; provided, however, if such proceeds would be otherwise exempt from federal estate taxes, in whole or in part, the Trustee shall not elect to receive such otherwise exempt proceeds in such a manner as will subject them to federal estate taxation in the Settlor's estate without the written consent of the personal representative thereof.

8.6 Restrictions on Trustee's Power. Notwithstanding any other provision contained in this trust agreement to the contrary, the Trustee is restricted from exercising its powers as follows:

8.6.1 All powers given to the Trustee by this agreement are exercisable by the Trustee only in a fiduciary capacity. No power given to the Trustee hereunder shall be construed to enable the Settlor or any other person to purchase, exchange or otherwise deal with or dispose of the principal or accumulations of this trust for less than an adequate and full consideration in money or money's worth; to permit the Settlor or beneficiary to borrow income or principal.

8.6.2 The Trustee shall not use the income of the trust to pay premiums on insurance on the life of any contributor to the trust or the spouse of any contributor. No Trustee shall participate in the exercise of any incident of ownership by the trust of life insurance upon his life.

8.6.3 Any Trustee at any time with the consent of the other Trustee may delegate any or all powers, authorities, and discretions conferred on him by this agreement to such other Trustee for a period of one year or less at a time and may renew such delegation from time to time. Any such delegation shall be in writing, for the period stated therein, and may be revoked or suspended at will by the signer thereof; provided, however, that any exercise of any powers, authorities, and discretions by a

Trustee who has otherwise delegated them shall to that extent and for that period constitute a suspension of such delegation; and provided further that any power, authority, or discretion that is expressly conferred upon only one Trustee, or from the exercise of which any Trustee is expressly excluded, shall not be thus delegated.

8.7 Trust Unfunded. Notwithstanding any other provision contained in this trust agreement to the contrary, so long as the trust principal of a particular trust share consists of cash or property in the amount of One Hundred Dollars (\$100) or less, the Trustee shall have no investment or other duties except to hold safe the assets of the trust.

8.8 Powers Cumulative. The Trustee shall have and exercise, and be subject to and governed by, the rights, powers and duties, provisions, conditions, limitations, liabilities, and responsibilities set forth in the trust statutes of Alabama, except where and to the extent that same may be inconsistent or in conflict with any of the provisions of this trust agreement, in which latter event the provisions of this trust agreement shall govern; provided, the Trustee hereunder shall comply with the direction of the ^{Alabama} ~~Texas~~ Trust Code that the Trustee shall, in all things, exercise the judgment and care under the circumstances then prevailing, which men of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs, with due regard to the fiduciary nature of this trusteeship. Except as herein otherwise provided, the powers conferred herein upon the Trustee shall not be construed as in limitation of any authority conferred by law, but shall be construed as in addition thereto.

ARTICLE 9

DEFINITIONS AND GENERAL PROVISIONS

9.1 Assignments Prohibited. The beneficiaries of this trust may not anticipate, by assignment or otherwise, any income or principal of their trust share given to such beneficiaries by this trust agreement, nor in advance of actually receiving the same, have the right or power to sell, transfer, encumber, or in anywise charge their trust share; nor shall such income or principal, or any portion of their trust share, be subject to any execution, garnishment, attachment, insolvency, bankruptcy or legal proceeding of any character, or legal sequestration, levy, or sale, or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of such beneficiaries' debts.

9.2 Definitions. Whenever used in this trust agreement, the following terms shall mean the following unless the context requires otherwise:

9.2.1 Code. "Code" means the Internal Revenue Code of 1986, and shall be deemed to refer to corresponding provisions of any subsequent federal tax law.

9.2.2 Descendants. "Descendants" means legitimate lineal descendants of whatever degree, including descendants both by blood and by adoption. A person shall be regarded as having been adopted by another only if the adoption is by court proceedings, the finality of which is not being contested by the adopting person.

9.2.3 Education. "Education" means educational training or institutional care at any public school, private school, preparatory school, or military academy, junior college, college, university, graduate and professional school, schools for retarded, blind, handicapped, and those with learning disabilities. Expenses for education shall include tuition, board, lodging, school uniforms and special clothing needed for school, books, supplies, tools, instruments, laboratory, health, gymnasium, and other fees and incidental expenses, medical and psychiatric care, as well as transportation expenses to and from such educational facility, and all other services and things connected with any course of study, provided that in each case, the course of study is approved by the Trustee.

9.2.4 Employee Benefits. "Employee benefits" means funds or proceeds which qualify as or which are part of an exempt deferred compensation plan pursuant to section 401 of the Code or its successor provisions.

9.2.5 Heirs. "Heirs" means the persons who would have inherited a person's personal property at the time a distribution is to be made (other than such person's parents), if such person had died intestate, not married, and domiciled in Alabama, under the intestacy laws of the State of Alabama, then in effect, with the shares of taking to be determined by such laws.

9.2.6 Government Agencies. "Government Agencies" to include any local, state or federal government or agency.

9.2.7 Trustee. "Trustee" means the person or persons, entity, or both, appointed in Section 6.1 hereof. The Trustee, whether one or more, whether male or female, whether individual or corporate or co-trustee, whether original, successor, or substitute, is herein called "Trustee". Except as expressly provided otherwise, each Trustee shall have the same duties, powers, and discretions.

9.3 Situs of Trust. The trust established hereunder shall

be deemed an Alabama trust, and shall, in all respects, be governed by the laws of the State of Alabama. However, if the Trustee, in its sole discretion, determines that a change of situs would be beneficial to the purpose of the trust established hereunder, the Trustee shall have the discretion and authority to change the situs of the trust to another county, state, or country. Formal notice of any change of situs may be given by the Trustee by the filing of a written declaration in the deed records of Settlor's county. If the situs of the trust is changed to another state, then the trust shall, in all respects, be governed by the laws of the state which is the new situs. No such change of situs shall be authorized herein, however, which would result in a termination of the trust for federal tax purposes.

9.4 Affidavits. The affidavit of any Trustee as to the terms of this agreement or as to any facts relating to the trust may be taken as conclusive by any person dealing with the Trustee.

9.5 Real Property. If the Trustee holds any real property as part of this trust, executed copies of this agreement and copies of all amendments, resignations of Trustees, designations of successor Trustees upon the taking effect thereof, and all other documents necessary and property to be recorded as affecting title to real property shall be recorded wherever required by the laws of the jurisdiction in which such real property is situated. No person dealing with such real property shall be bound by this trust or by any amendment, resignation of Trustee, designation, or other instrument relating to the trust until such instrument is so recorded.

9.6 Gender and Number. As used herein, the masculine, feminine, or neuter gender shall be deemed to include the others when the context requires, and the singular shall include the plural, and vice versa.

9.7 Applicable Law. The trust created hereby shall be governed, construed, and administered according to the laws of the State of Alabama.

9.8 Parties Bound. This agreement shall extend to and be binding upon the heirs, executors, administrators, legal representatives, and successors, respectively, of the parties hereto.

9.9 Captions. All titles, headings, and captions used in this trust agreement have been included for administrative convenience only, and do not constitute matters to be construed in interpreting this agreement.

9.10 Invalid Provisions. If any provision of this trust

agreement is unenforceable, the remaining provisions shall nevertheless be carried into effect.

9.11 Authority to Act Individually. Either Original Trustee shall have the authority to act and bind with full authority on behalf of both Original Trustees with respect to the office of Original Trustee.

9.12 Right to Withdraw. The Trustee shall provide written notice to the Beneficiary of each contribution of property (including the initial contribution) by the Settlor to the Trust within ten (10) days after the contribution. Beneficiary shall have an annual non-cumulative right to withdraw from Settlor's contributions made during a calendar year of an amount equal to the value of Settlor's contributions to the Trust during the year up to the maximum annual gift tax exclusion applicable to Beneficiary. Such right of withdrawal shall be exercised in each case by written request for a withdrawal to be submitted by Beneficiary to the Trustee within thirty (30) days after notice has been provided (as required above) as to the applicable contribution by Settlor. Payment of an amount so requested by or on behalf of Beneficiary shall be made promptly by the Trustee. To the extent that this power of withdrawal is not exercised in such manner, such power shall lapse with respect to the amount which could have been withdrawn during such year.

ARTICLE 10

TRUSTEE'S ACCEPTANCE

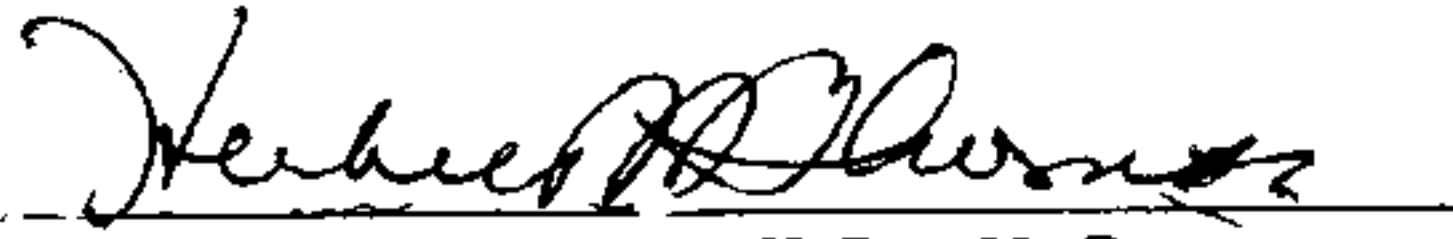
Trustee, by executing this agreement and any amendment hereto, acknowledges receipt of the property listed on Schedule "A" (or any amendment to such schedule), attached hereto, accepts this trust, and agrees to hold the said property, and additions thereto, in accordance with the terms and conditions hereof.

EXECUTED the day and year first above written.

SETTLOR:


HERBERT H. THOMAS, M.D.

TRUSTEE:


HERBERT H. THOMAS, M.D.


LOUISE PETRY THOMAS


LOUISE PETRY THOMAS