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Inst # 2000-42612

ARIS MERIJANIAN IRREVOCABLE TRUST

This agreement is by and between Aris Merijanian, as "Grantor", and Randy A. Merijanian, Lori M. Gearhart, Grigor V. Merijanian and John L. Merijanian, as "Trustees" and may be referred to in this document as "Trust".

WITNESSETH

Grantor, in consideration of the agreements and undertakings made by Trustees and other good and valuable consideration, transfers to Trustees the property listed in Schedule A, attached hereto, and incorporated herein by reference, in trust nevertheless, to hold, manage and dispose of for the uses and purposes set forth below. In consideration of the transfer, Trustees agree to accept the property, and any additional property transferred to Trustees by Grantor or any other person or organization, and to hold, manage and dispose of the property, and all investments and reinvestments thereof and income therefrom, upon the following uses and trusts, to wit.

I. NAME OF TRUST.

The name of the trust is "Aris Merijanian Irrevocable Trust."

II. BENEFICIARIES OF THE TRUST.

The beneficiaries of this trust are Grantor's children, Randy A. Merijanian, Lori M. Gearhart, Grigor V. Merijanian and John L. Merijanian, and their descendants, and may be referred to as "child beneficiaries" and "grandchild beneficiaries," respectively, and "beneficiaries," collectively, in the remaining provisions of this trust. The term "grandchild beneficiaries," as used in this trust, shall refer to all descendants of Grantor's children. Notwithstanding the above, for purposes of this trust only, Nicholas W. Merijanian, the son of John L. Merijanian, will not be considered a descendant of Grantor or a descendant of a child of Grantor, and he shall not be a beneficiary of this trust.

III. DISTRIBUTIONS FROM THE TRUST.

A. So long as at least one of the child beneficiaries is living, Trustees will from time to time pay to or use for the maintenance, support and education of the child beneficiaries and the grandchild beneficiaries living at the time of payment, the amounts of income and principal of the trust Trustees determine. Trustees can make unequal payments and can exclude one or more persons from payments. No one will have the right to require any distribution be made; the decision of Trustees being final and binding on everyone.

B. Upon the death of the latter to die of the child beneficiaries, Trustees will apportion the trust into equal parts so there will be one share for each deceased child of Grantor who has descendants then living. Trustees shall then further apportion each share, per stirpes, among the living descendants of the deceased child for whom the share is designated.

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C. Upon the death of the latter to die of the child beneficiaries, and while a grandchild beneficiary is under age twenty-one, Trustees will pay to or for the benefit of the grandchild beneficiary the amounts of income and principal of the grandchild beneficiary's share Trustees deem necessary or desirable to provide for the maintenance, support and education of the grandchild beneficiary. Any income not used will be added to the principal of the share.

For a grandchild beneficiary over age twenty-one, Trustees will pay to the grandchild beneficiary the total income and so much of the principal of the grandchild beneficiary's share as Trustees deem necessary or desirable to provide for the maintenance, support and education of the grandchild beneficiary.

Trustees will transfer and pay over one-third of the share allocated to a grandchild beneficiary free of trust when he or she reaches age twenty-five, or upon apportionment, whichever later occurs. Trustees will pay over one-half the balance of the share to the grandchild beneficiary when he or she reaches age thirty, or upon apportionment, whichever later occurs. The balance of the grandchild beneficiary's share will be paid to the grandchild beneficiary when he or she reaches age thirty-five, or upon apportionment, whichever later occurs.

D. Trustees will transfer and pay over a deceased grandchild beneficiary's share to the descendants of the grandchild beneficiary as directed by the grandchild beneficiary's last will and testament making specific reference to his limited power of appointment. Trustees will transfer and pay over any unappointed portion of a deceased grandchild beneficiary's share to the descendants of the grandchild beneficiary, per stirpes. In the event any share of the trust is to be transferred and paid over to a descendant of a deceased grandchild beneficiary, and that descendant is under age nineteen, Trustees may, in their discretion, deliver said share to the beneficiary or to a custodian for him or her under an appropriate Uniform Gifts or Transfers to Minors Act, such custodian to be selected by Trustees.

E. Notwithstanding any other provision of this trust, at the end of twenty-one years after the death of the last to die of Grantor, and all descendants of Grantor who are living at Grantor's death, Trustees shall distribute the principal of every share of the trust to the beneficiary for whom the share is held or, in the discretion of Trustees, to a custodian for the beneficiary under an appropriate Uniform Gifts or Transfers to Minors Act, such custodian to be selected by Trustees.

IV. PRESENT RIGHT OF WITHDRAWAL.

A. Right of Withdrawal. Any transfer of property to this Trust shall be made subject to the right of each beneficiary to withdraw property with a value equal to the lesser of:

(i) the value, as of the date of the transfer, of the property so transferred, divided by the number of beneficiaries living at the time of transfer to the trust, or

(ii) the maximum federal gift tax exclusion under Section 2503 (b) of the Internal Revenue Code of 1986, or any subsequent Section or Code, [Currently \$10,000] less

any amount previously attributable to the beneficiary for contributions previously added to the Trust during the same calendar year.

B. Continuation of Withdrawal Right. If a beneficiary fails, in all or in part, to exercise his right of withdrawal during the year that property is transferred to the Trust, the right will continue, but the amount subject to the power will be reduced on December 31 of each year by the greater of (a) Five Thousand Dollars (\$5,000) or (b) five percent (5%) of the value of the trust estate on December 31 of that year.

C. Notice. Trustees shall, within fifteen (15) days following a transfer of property to the trust, furnish notice of the transfer and the amount of the transfer giving rise to this withdrawal power. That notice shall be furnished to each beneficiary granted that power, and to a person or fiduciary (other than Grantor) authorized to exercise that power on behalf of each beneficiary under a disability, and to a parent or legal guardian (other than Grantor) of each beneficiary under the age of majority.

D. How Exercisable. A withdrawal power may be exercised over any or all of the withdrawal portion as determined by the beneficiary to whom it is granted. A withdrawal power may only be exercised by specific reference to it made in an acknowledged instrument executed after the transfer in trust giving rise to that power. That instrument must be delivered to Trustees and must state what part of the withdrawal portion is being withdrawn.

E. Distribution. Immediately after receipt of an instrument exercising a withdrawal power, Trustees shall distribute assets to the beneficiary exercising the power. All assets withdrawn by a beneficiary under a disability shall be distributed, at Trustees' discretion, either: (i) to the beneficiary's committee, guardian or conservator; or (ii) to the beneficiary, personally.

F. Exoneration. Trustees shall be exonerated from all further accountability and liability for all assets distributed in accordance with this Article. The receipt of assets by any beneficiary or fiduciary shall fully discharge Trustees as to the distributed assets. No recipient shall be required to give any bond or security for any assets distributed.

G. Intent. Grantor's intent in granting withdrawal powers is to permit the withdrawal portion to qualify as a gift of a present interest for gift tax purposes. Each beneficiary is intended to have the unconditional right to demand the assets comprising the withdrawal portion, and to have the unrestricted right to the immediate use, possession and enjoyment of those assets. No restrictions are intended to be imposed which could cause the postponement of a beneficiary's right to the immediate use, possession and enjoyment of those assets. It is not intended to circumscribe any beneficiary's ability to realize on the value of the assets subject to a withdrawal power or to create any impediment to the appointment of a guardian or other fiduciary to exercise a withdrawal power on behalf of a beneficiary under a disability.

V. ADDITIONAL PROPERTY.

Any person is permitted to add assets to the trust at any time by Will or otherwise. All assets, including insurance proceeds, added to the trust shall be received as principal, to be administered and distributed as provided in this agreement. Similarly, any person is permitted to designate Trustees as the primary or contingent beneficiary of: (i) any policy insuring the life, health or income of that person or another person; or (ii) other benefits payable by contract or non-testamentary designation.

VI. IRREVOCABLE TRUST AND GIFT.

A. Irrevocable Trust. The trust created herein shall be irrevocable, and Grantor hereby expressly acknowledges that he shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate the trust or any of the terms of this Trust Agreement, in whole or in part.

B. Intention. It is the intention of Grantor that any gift to the trust shall constitute an irrevocable gift of all property at any time held hereunder.

C. Application to Others. All restrictions on, or relating to Grantor, shall similarly restrict and relate to any other person who adds assets to this trust.

VII. POWERS OF TRUSTEES.

Trustees will deal with property held in the trust with the powers and authority Trustees would have if Trustees were its absolute owners, including but not limited to the following:

- A. To collect the income therefrom.
- B. To compromise, adjust and settle in Trustees' discretion any claim in favor of or against the trust.
- C. To hold any property or securities originally received as a part of the trust, including any stock or interest in any family corporation, partnership or enterprise.
- D. To sell, auction, convey, exchange, lease, or rent all or any portion of the trust.
- E. To invest and reinvest the trust and the proceeds of sale of any portion thereof, in a manner as Trustees deem suitable.
- F. To hold, retain or acquire property or securities which in Trustees' opinion are suitable without regard to any statutory or constitutional limitation applicable to the investment of trust funds.
- G. To vote any corporate stock in person, or by proxy or to refrain from voting.

H. To continue or dispose of any business enterprise and to develop, add capital to, expand or alter the business of the enterprise, to appoint directors and employ officers, managers, employees or agents and to compensate and offer employee or fringe benefits to them.

I. To develop, or change the use of real estate and to construct, alter, remodel, repair or raze any building or other improvement located thereon.

J. To operate farms and woodlands and to take any action deemed necessary or desirable in the operations.

K. To drill, explore, test, mine or otherwise exploit oil, gas, mineral or other natural resources.

L. To borrow money with or without security, and to execute mortgages or security agreements on the property held in trust.

M. To appoint, employ, remove and compensate the attorneys, agents and representatives for the administration of the trust, and to treat as an expense of the trust any compensation so paid.

N. To hold property or securities in bearer form, in the name of Trustees, or in the name of a nominee, without disclosing any fiduciary relation.

O. To keep trust property properly insured against hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon the property, and to create reserves for depreciation, depletion or other purposes as Trustees deem necessary or desirable.

P. To pay from income any expenses reasonably necessary for the administration of the trust, and in the event the income is insufficient the payments will be paid from principal.

Q. To exercise any power hereunder, either acting alone or jointly with others.

VIII. LIMITATION OF POWERS.

No powers enumerated herein or accorded to Trustees pursuant to law shall be construed to enable Grantor, Trustees or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust for less than an adequate or full consideration in money or money's worth, or to enable Grantor or Trustees to borrow from the trust without adequate interest or security.

IX. FIDUCIARY BOND WAIVER.

Trustees shall not be required to give bond or to file an inventory or accounting in any court, or to render any report in court upon final settlement of acts performed as

Trustees, although they shall make out and keep an inventory and maintain records of all transactions relating hereto and make the records available to any party in interest at any reasonable time.

X. EXCULPATORY CLAUSE.

Trustees shall not be responsible or liable for any mistake or error of judgment in the administration of the trust estate resulting in loss to the trust by reason of investment or otherwise, except for willful misconduct.

XI. SUCCESSOR TRUSTEE.

Appointment. Trustees will appoint their successors in writing. Trustees are also granted the right to appoint, in writing, one or more additional Trustees.

By majority vote, the adult income beneficiaries and the guardians of minor income beneficiaries (other than Grantor) may at any time appoint a substitute corporate trustee whose book value is not less than Fifty Million Dollars (\$50,000,000). Trustees must be notified at least sixty (60) days before the appointment of the corporate Trustee will take effect. The notice will bear the formality of a conveyance of real estate, and will designate the substitute corporate Trustee which will have the same rights, powers and duties as the original Trustees. After receipt of the notice, the first Trustees will deliver over to the substituted Trustee all property belonging to the trust. Upon completion of the transfer, the first Trustees will stand discharged. Subsequent changes in the Corporate Trustee may be made by following the same procedure.

XII. STATUS OF SUCCESSOR TRUSTEE.

A. Duties. A Successor Trustee shall be vested with all the duties, rights, titles, powers and exemptions as if originally named as Trustee.

B. Liability. No Successor Trustee shall be liable or responsible in any way for the actions or defaults of any predecessor Trustee, nor incur any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. Successor Trustee shall be liable only for its own actions and defaults in respect to property actually received as Trustee.

C. Transfer. A Successor Trustee may accept the account rendered and the assets and property delivered by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility by reason of so doing, all without the necessity of any court proceedings or judicial supervision or approval. Any superseded Trustee shall, at the cost and expense of the trust, execute and deliver all conveyances and assignments, and do or cause to be done any and all acts and things as may be necessary to vest in the Successor Trustee all of the rights, titles and interests of the superseded Trustee, and to confirm to such Successor Trustee the authority to act as such.

XIII. CONSTRUCTION.

Wherever words such as "Trustee," "Trustees," "Grantor," or "Grantors," "beneficiary" or "beneficiaries" are used, they will be construed either as singular, plural, masculine, feminine or neuter, whichever is proper in accordance with the context.

XIV. HEADINGS.


The captions or paragraph headings contained in this document are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of the trust.

XIV. SITUS.

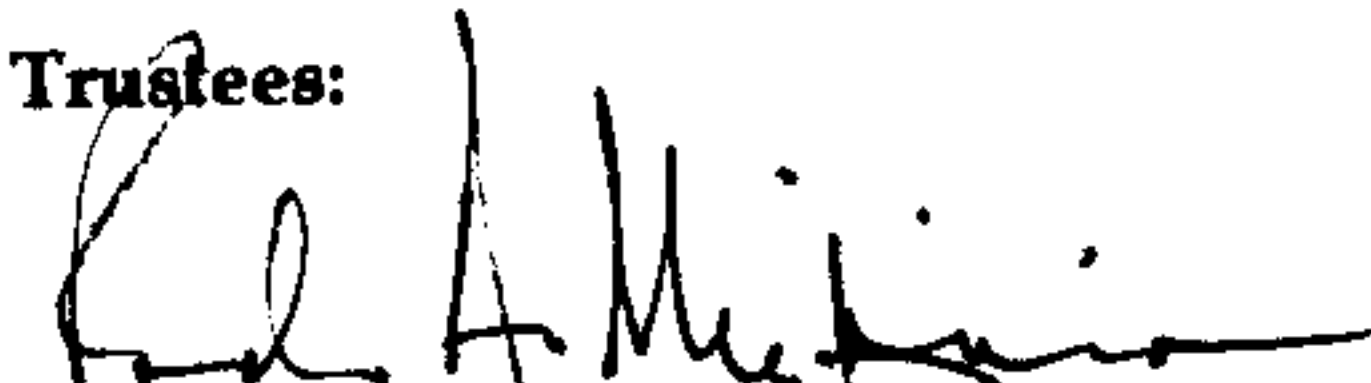
The situs of this agreement is Alabama, and it shall be governed by the laws of Alabama.

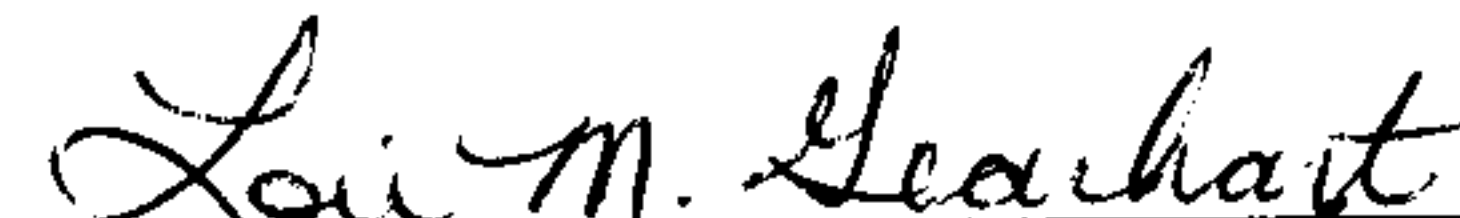
IN WITNESS WHEREOF, the parties hereto have set their hands and seals and declared the effective date of the trust to be 11 day of September, 2000, and the signatures of Trustees, indicate their acceptance of the terms of the trust.

Grantor:

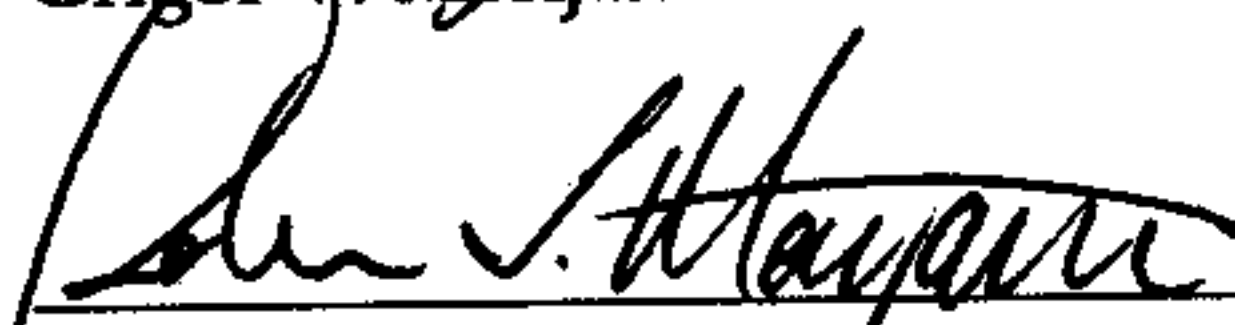

Aris Merijanian

Trustees:


Randy A. Merijanian


Lori M. Gearhart


Grigor V. Merijanian


John L. Merijanian

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned, a notary public in and for said county and said state, hereby certify that Aris Merijanian, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date, that being informed of the contents of the document, he executed the same voluntarily, on the day the same bears date.

Given under my hand, this 11 day of Sept., 2000.

Deanne Wilson
Notary Public
Commission expires: 2-6-2004