

**THE ELTON B. STEPHENS
FAMILY CEMETERY TRUST**

This Indenture of Trust (the "Indenture"), is entered into this 4 day of September, 2000 between Elton B. Stephens, as grantor (hereinafter referred to as the "Grantor"), and James T. Stephens, Jane S. Comer, Elton B. Stephens, Jr., and Dell S. Brooke, as trustees (hereinafter referred to as the "Trustees").

WITNESSETH:

The Grantor desires to create a cemetery for the benefit of his family and to contribute the real property on which this cemetery will be situated to a trust of which his four children will be the initial trustees.

The Grantor does hereby convey to the Trustees certain real property (the "Cemetery Property") as well as funds for the maintenance of the Cemetery Property. Collectively, such property shall be held by the Trustees in trust (the "Trust"), subject to the terms and conditions hereafter set forth, and such property is sometimes referred to herein as the "Trust Estate" and is more particularly described on Exhibit A hereto. The Grantor reserves to himself, and others, the right to contribute additional property to the Trust, subject to the consent of the Trustees.

In consideration of the premises, the Grantor and the Trustees do hereby agree as follows:

**ARTICLE I
Operation of Cemetery**

Section 1.1 - Use of Trust Estate. The Trustees shall hold the Cemetery Property in the Trust in perpetuity. The Trustees shall stand possessed of all other property constituting the Trust Estate and shall be entitled, in the discretion of the Trustees, to expend as much of the income and principal thereof as the Trustees shall deem appropriate from time to time for the operation and maintenance of the Cemetery Property. Any income not so expended in a calendar year shall be added to the principal of the Trust as of the end of such calendar year.

Section 1.2 - Burial of Family Members. The persons entitled to be interred on the Cemetery Property shall be Elton B. Stephens, his deceased wife, Alys R. Stephens, any lineal descendant of Elton B. and Alys R. Stephens, and any spouse of a lineal descendant of Elton B. and Alys R. Stephens. In addition, the Trustees shall be authorized, in their sole and absolute discretion, to determine whether it is appropriate to allow any other person to be interred on the Cemetery Property from time to time.

Section 1.3 - Identity and Succession of Trustees. The initial Trustees shall be James T. Stephens, Elton B. Stephens, Jr., Jane S. Comer, and Dell S. Brooke. Each of them shall be entitled to designate a successor to serve as a trustee in his or her stead at any time, and likewise, each successor trustee shall be entitled to designate his or her own successor to serve as a trustee in his or her stead. If a particular trustee fails to name his or her own successor trustee, then effective at the death, resignation, incapacity, or failure to serve of such trustee, the remaining Trustees shall be entitled, but not required, to name a successor trustee in his or her stead. Notwithstanding the foregoing, in all events each trustee must be a lineal descendant of Elton B. and Alys R. Stephens.

Section 1.4 - Majority Vote of Trustees. All decisions of the Trustees shall be made by majority vote.

ARTICLE II

Trustee Powers

In the course of the administration of the Trust, the Trustees may do and have done with respect to the Trust Estate all things that, in the uncontrolled judgment and discretion of the Trustees, may seem necessary, desirable or proper to protect, promote or conserve the Trust Estate and the interests of any beneficiary hereunder in like manner as if the Trustees were beneficially entitled to the Trust Estate; and every determination by the Trustees in the construction of powers or in any matter with respect to which the Trustees may be empowered to act, proceed or exercise any discretion shall be binding on all persons, organizations and corporations howsoever interested in the Trust Estate 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 Trustees by this Indenture, all powers, discretions and immunities conferred upon the Trustees 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 Estate and of those beneficially interested therein and not for the personal benefit of the Trustees.

ARTICLE III

Administrative Provisions

Section 3.1 - Every person serving as a trustee serve without compensation, but every trustee shall be reimbursed from the appropriate trust for all necessary or proper expenses incurred in the administration or protection of the Trust Estate.

Section 3.2 - In the administration of the Trust, 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 any

beneficiary hereunder 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 3.3 - No person, organization or corporation dealing with the Trustees hereunder shall be under any obligation, duty or liability to inquire into the authority of the Trustees 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 Trustees; nor shall any person, organization or corporation be under any obligation, duty or liability to see to the proper application or disposition by the Trustees 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 Trustees.

Section 3.4 - 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 3.5 - The terms "descendant" and "lineal descendant," and the plural of each, as used in this Indenture, shall for all purposes of this Indenture be deemed to include persons legally adopted. In addition, the terms "descendant" and "lineal descendant," and the plural of each, as used in this Indenture, shall for all purposes of this Indenture be deemed to include both persons of the blood of, and persons legally adopted by, legally adopted persons.

Section 3.6 - Except as otherwise specifically provided in this Indenture, references in this Indenture to the "Trustees" 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 3.7 - 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.

Section 3.8 - This Indenture shall be construed, governed and enforced in all respects in accordance with the laws of the State of Alabama.

ARTICLE IV **Amendment of Trust**

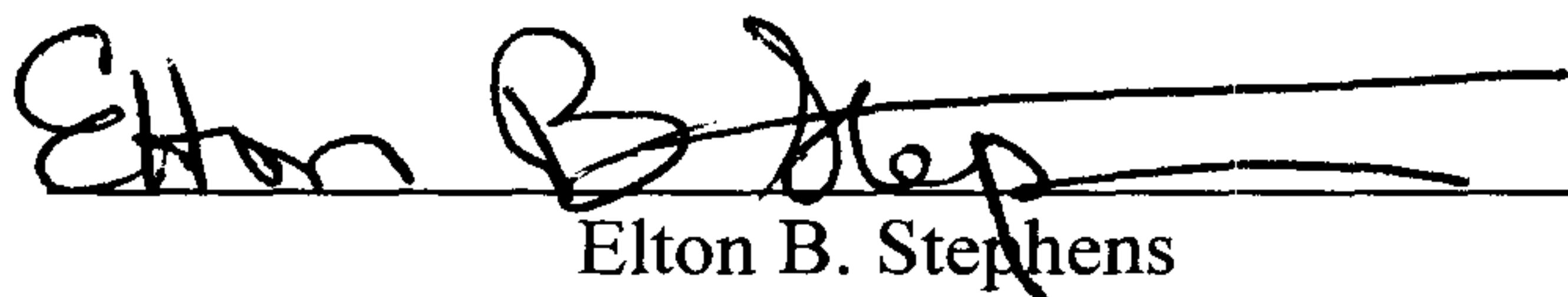
This Indenture of Trust may not be further amended, revised, or revoked by the Grantor. However, the Trustees, acting by majority vote, shall be entitled to amend this Indenture from time to time if the Trustees deem such amendment to be necessary or appropriate to carry out the purposes of the Trust.

ARTICLE V
Trustee Acceptance

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

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

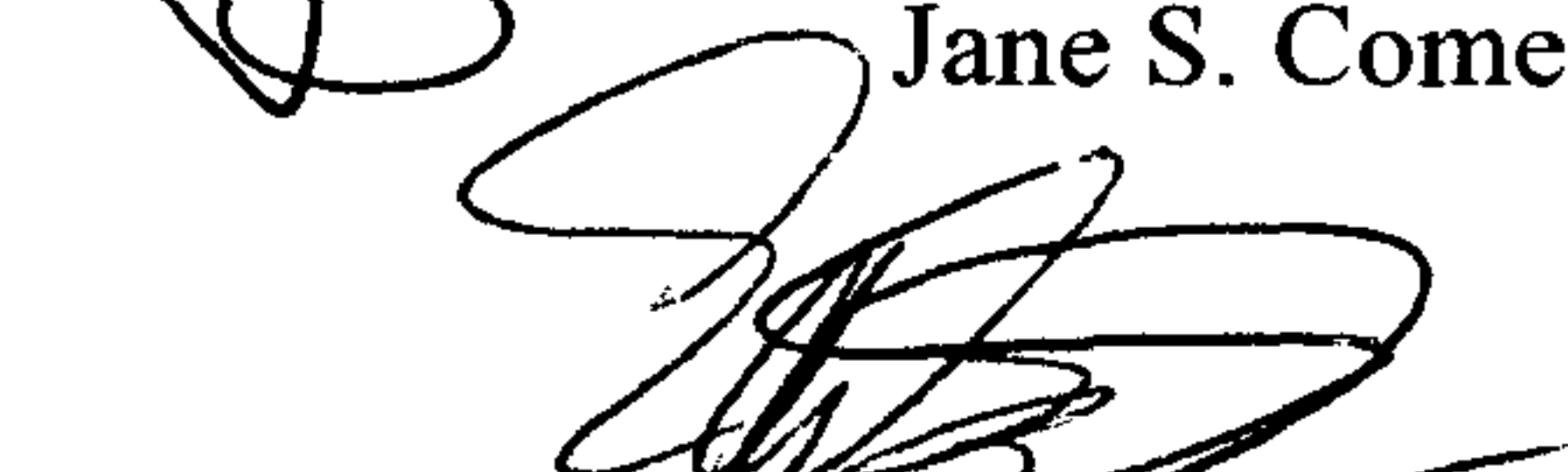
GRANTOR


Elton B. Stephens

TRUSTEES


James T. Stephens


Jane S. Comer


Elton B. Stephens, Jr.


Dell S. Brooke

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Elton B. Stephens, whose name is signed to the foregoing instrument, 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 4th day of September 2000.

Sandra Bullock

Notary Public

[NOTARIAL SEAL]

My Commission expires: 12-10-2002

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that James T. Stephens, whose name is signed to the foregoing instrument, 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 4th day of September 2000.

Sandra Bullock

Notary Public

[NOTARIAL SEAL]

My Commission expires: 12-10-2002

STATE OF ALABAMA)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jane S. Comer, whose name is signed to the foregoing instrument, 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 4th day of September, 2000.

Sandra Bullock

Notary Public

[NOTARIAL SEAL]

My Commission expires: 12-10-2002

STATE OF ALABAMA)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Elton B. Stephens, Jr., whose name is signed to the foregoing instrument, 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 4th day of September, 2000.

Sandra Bullock

Notary Public

[NOTARIAL SEAL]

My Commission expires: 12-10-2002

STATE OF ALABAMA

COUNTY OF _____

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)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Dell S. Brooke, whose name is signed to the foregoing instrument, 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 4th day of September 2000.

Andrea Bullock

Notary Public

My Commission expires: 12-10-2002

[NOTARIAL SEAL]

EXHIBIT A

1. That certain real property described as follows:

[INSERT LEGAL DESCRIPTION OF TRACT]

Warranty Deed Attached

2. \$ 25,000.00 cash

This instrument prepared by:
Ralph H. Yeilding
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203-2736

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IN WITNESS WHEREOF, Grantor has caused these presents to be executed for and in its corporate name by its duly authorized officer on or as of the 11 day of July, 2000.

EBSCO INDUSTRIES, INC.


James T. Stephens
President

STATE OF ALABAMA

)

:

COUNTY OF JEFFERSON

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James T. Stephens, whose name as President of EBSCO Industries, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 11 day of July, 2000.

Sandra Bullark
Notary Public

[NOTARIAL SEAL]

My commission expires: 12-10-2002