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THE NANCY T. NEALON TRUST

This trust agreement is made at Asheville, North Carolina, between NANCY T. NEALON, as grantor, and NANCY T. NEALON, as trustee (hereinafter referred to as the "trustee").

The grantor transfers to the trustee the property described in the attached schedule. That property, and any other property that may be received by the trustee, shall be held and disposed of upon the following trusts:

ARTICLE I

I reserve the power, by signed instruments delivered to the trustee during my lifetime, to revoke this agreement in whole or in part and to amend it from time to time in any respect, except that the duties and compensation of the trustee shall not be materially changed by any amendment without written approval.

ARTICLE II

During my lifetime the trustee shall pay all the net income of the trust to me or as I otherwise direct, in writing, and the trustee shall pay any part of the

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principal of the trust as I direct, in writing. However, during any period in which I am, in the unanimous opinion of a licensed physician and my children, DAVID T. GADBOIS and GREGORY P. GADBOIS, incapable of managing my own affairs, the trustee may in its discretion pay to me or use for my benefit, so much or all of the income and principal of the trust as the trustee determines to be required or desirable for my support, welfare and best interests. Any excess income shall be added to principal. "Support, welfare and best interests" for purposes of this document shall mean education, maintenance, medical care, support, general welfare and comfortable living beyond that which the State or any other governmental agency provides. Under no circumstance shall payments made pursuant to this trust agreement be used as a substitute for or reimbursement for any entitlements which the beneficiary may otherwise qualify for. However, the trustee shall be under no duty or obligation to investigate the available entitlements for which a beneficiary may qualify or to determine whether or not disbursements pursuant to the terms of this trust agreement are reimbursements for any such entitlements.

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ARTICLE III

After my death, to the extent the assets of my residuary estate are insufficient, the trustee shall pay without apportionment or proration: my funeral expenses; legally enforceable claims against me or my estate; reasonable expenses of administration of my estate; any allowances by court order for those dependent upon me; and all inheritance, estate and succession taxes, including interest and penalties, payable by reason of my death. All such payments shall be charged generally against the principal of the trust. The trustee shall not seek contribution or reimbursement for any such payments except to the extent the trustee has the right by law or otherwise to seek contribution or reimbursement for taxes payable by reason of property over which I have a power of appointment. Proceeds of insurance on my life shall not be used by the trustee for these purposes except to the extent that other assets of the trust estate are insufficient, and in no event shall any asset not includable in my gross estate (as defined in the Internal Revenue Code) be used for these purposes. The trustee may make such payments directly or may make the payments to the executor or

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administrator of my estate. Written statements by the executor or administrator of the sums to be paid shall be sufficient evidence of their amount and propriety for the protection of the trustee, and the trustee shall be under no duty to see to the application of any payments. Subject to this paragraph, after my death, the trustee shall, except as hereinafter provided for, distribute the entire trust property as follows:

1. One-half (1/2) to my son, DAVID T. GADBOIS, provided he survives me for thirty (30) days. If DAVID T. GADBOIS does not so survive, this share shall pass to the then living descendants of DAVID T. GADBOIS, per stirpes. If DAVID T. GADBOIS dies leaving no descendants, living at the time of my death this share shall be distributed to my then living descendants, per stirpes.

2. One-half (1/2) to my son, GREGORY P. GADBOIS, provided he survives me for thirty (30) days. If GREGORY P. GADBOIS does not so survive, this share shall pass to the then living descendants of GREGORY P. GADBOIS, per stirpes. If GREGORY P. GADBOIS dies leaving no descendants, living at the time of my death this share shall be distributed to my then living descendants, per stirpes.

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ARTICLE IV

1. If any beneficiary, to whom the trustee is directed in a preceding provision to distribute any share of trust principal, is under the age of twenty-one years, his share shall vest in interest in him indefeasibly but the trustee may, in his discretion, continue to hold it as a separate trust for such period of time as the trustee deems advisable, but not after the time the beneficiary reaches that age. In the meantime the trustee may use for his benefit so much of the income and principal as the trustee determines to be required, in addition to his other income from all sources known to the trustee, for his reasonable support, comfort and education, adding any excess income to principal at the discretion of the trustee.

2. (a) If at any time any beneficiary to whom the trustee is directed in this instrument to pay any income is under legal disability or is in the opinion of the trustee incapable of properly managing his affairs, the trustee may use such income for his support and comfort.

(b) Upon the death of any beneficiary any accrued or undistributed income shall be held and accounted for, or

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distributed, in the same manner as if it had been received and accrued after the beneficiary's death.

3. The trustee either may expend directly any income or principal which he is authorized in this instrument to use for the benefit of any person, or may pay it over to him or for his use to his parent or guardian, or to any person with whom he is residing, without responsibility for its expenditure.

4. No interest under this instrument shall be transferable or assignable by any beneficiary, or be subject during his life to the claims of his creditors.

5. In determining whether and to what extent a power of appointment has been exercised by will, the trustee may rely upon any instrument admitted to probate as the will of the holder of the power. The trustee may act as if the holder of the power died intestate if the trustee has no notice of a will within three months after the holder's death. This paragraph shall not affect the rights of an appointee or beneficiary against any distributee.

6. This instrument and the dispositions under it shall be construed and regulated and their validity and effect shall be determined by the law of North Carolina.

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7. Notwithstanding anything to the contrary, the trusts under this instrument shall terminate not later than twenty-one years after the death of the last survivor of the grantor's descendants living on the date of the grantor's death, at the end of which period the trustee shall distribute each remaining portion of the trust property to the beneficiary or beneficiaries, at that time, of the current income and if there is more than one beneficiary, in the proportions in which they are beneficiaries.

8. If at any time the trustee determines that the value of any trust under this instrument is \$50,000.00 or less, the trustee may in its discretion distribute that trust, as then constituted, to the beneficiary or beneficiaries, at that time, of the current income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries.

ARTICLE V

1. (a) No trustee shall be required to give any bond as trustee; to qualify before, be appointed by or in the absence of breach of trust account to any court; or to

obtain the order or approval of any court in the exercise of any power or discretion.

(b) No person paying money or delivering any property to any trustee need see to its application.

(c) Any trustee shall be entitled to reasonable compensation for services in administering and distributing the trust property, and to reimbursement for expenses.

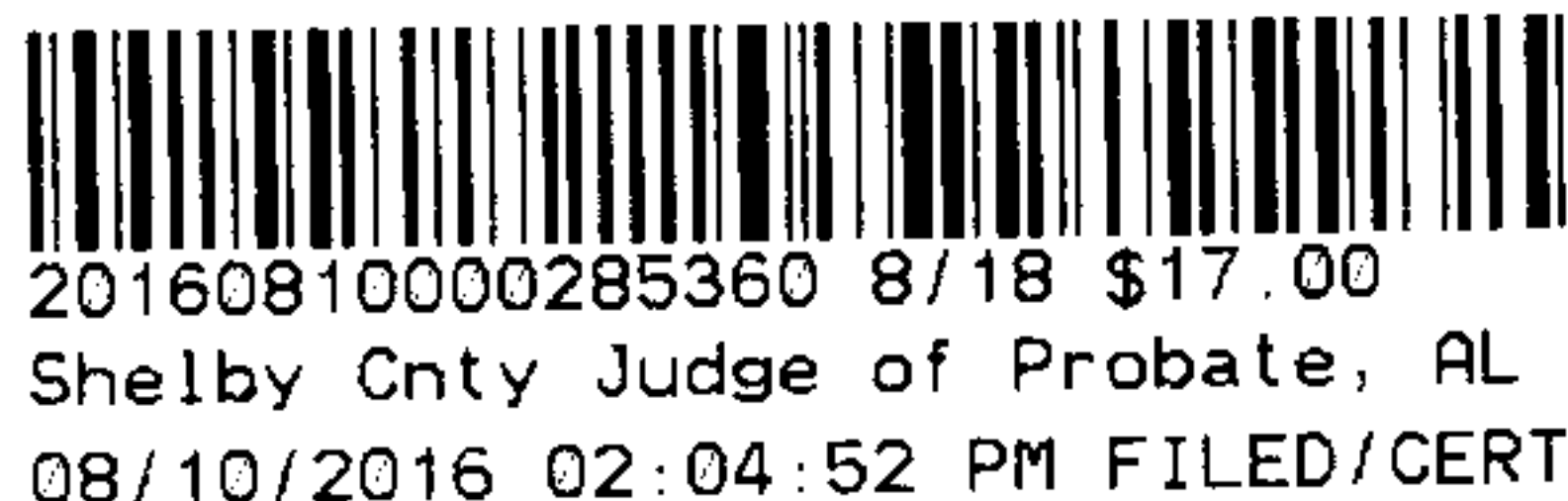
(d) The trustee may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by it to be genuine, or upon any evidence deemed by it to be sufficient, in making any payment or distribution. The trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.

(e) Whenever necessary in this agreement and where the context admits, the singular term and the related pronoun shall include the plural and the masculine the feminine.

2. The trustee shall have the following powers, and any others that may be granted by law, with respect to each trust, to be exercised as the trustee in its discretion

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determines to be in the best interest of the beneficiaries:

(a) To retain any property or undivided interests in property, received from any source, including residential property, regardless of any lack of diversification, risk, or non-productivity;

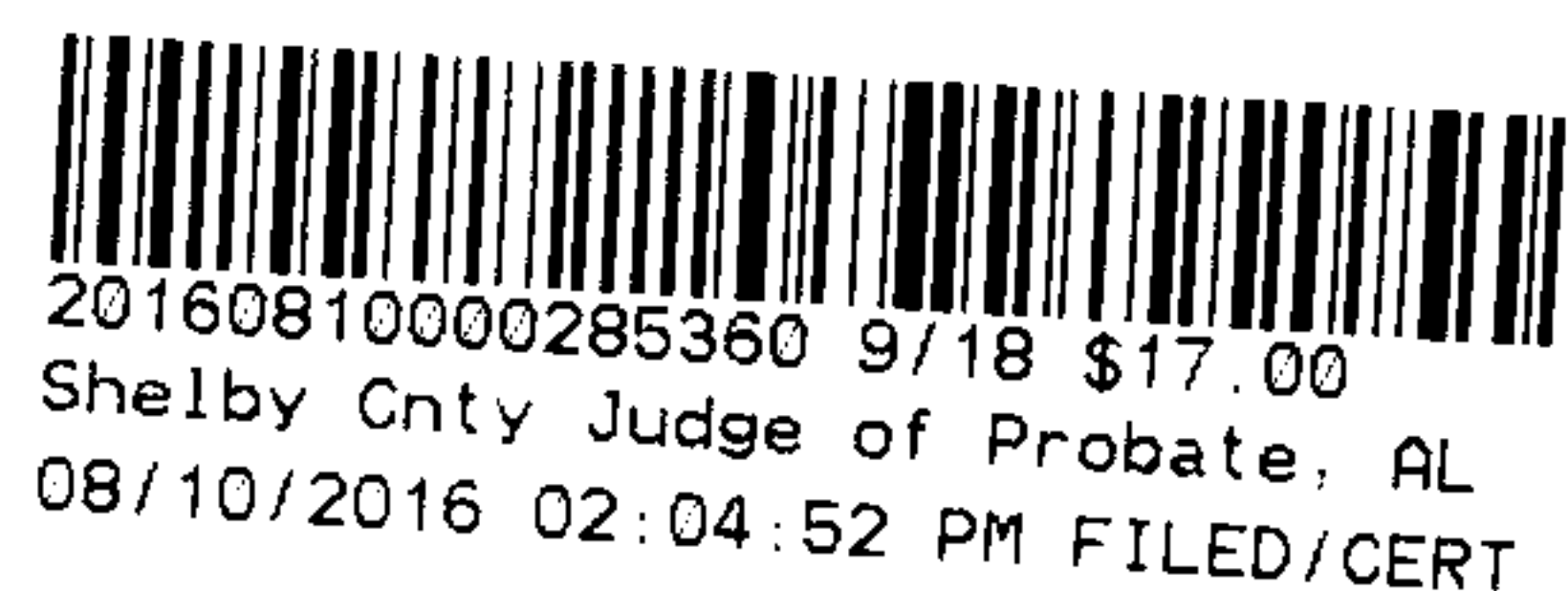
(b) To invest and reinvest the trust estate in bonds, notes, stocks or corporations regardless of class, real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located, without being limited by any status or rule of law concerning investments by trustees;

(c) To sell any trust property, for cash or on credit, at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the process and terms of sales, exchanges, and options;

(d) To operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust; to subdivide real estate; to grant easements, give

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consents and make contracts relating to real estate or its use; to release or dedicate any interest in real estate;

(e) To borrow money for any purpose and to mortgage any trust property;

(f) To employ attorneys, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship;

(g) To determine in accordance with the law of North Carolina in effect at the time of the determination, or in an equitable manner in those cases not then clearly covered by that law, the allocation or apportionment of all receipts and disbursements between income and principal, and, to charge any part of its annual compensation against principal;

(h) To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest,

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compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate, and containing provisions excluding personal liability;

(i) To receive additional property from any source and add it to the trust estate;

(j) To enter into any transaction authorized by this Article with trustees, executors or administrators of other trusts or estates in which any beneficiary has any interest, even though any such trustee or representative is also trustee under this instrument; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate and to retain any such property or note with the same freedom as if it has been an original part of the trust estate;

(k) To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion for a reasonable

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period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;

(l) To allocate different kinds or disproportionate shares of property or undivided interest in property among the beneficiaries or trusts, and determine the value of any such property; to make joint investments of funds in the trusts, and to hold the several trusts as a common fund dividing the net income amount the beneficiaries of the several trusts proportionately;

(m) To establish out of income and credit to principal reasonable reserves for the depreciation of tangible property;

(n) To appoint, with respect to real and tangible personal property not located in the state of the grantor's domicile an individual or corporation as trustee who (1) shall have all the powers of the appointing trustee, (2) shall not, unless required by law, make periodic judicial accountings, but shall furnish the appointing trustee with semi-annual statements, and (3) may delegate any or all trust powers, to the appointing trustee; to require any trustee so appointed to remit to the appointing trustee the

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income and net proceeds of any sale of the property; and to remove any trustee appointed pursuant to this paragraph at any time and to appoint another, including the appointing trustee.

ARTICLE VI

1. (a) Any trustee may resign by giving written notice, specifying the effective date of the resignation, to the beneficiaries to whom the trustee is to or may distribute the income at the time of giving notice.

(b) If the present trustee at any time resigns or is unable or refuses to act, my children, DAVID T. GADBOIS and GREGORY P. GADBOIS, are hereby appointed co-successor trustees. If all named successor co-trustees resign or are unable or refuse to act, thereby creating a total vacancy in the office of trustee, any individual or corporation, authorized under the laws of the United States or any State to administer estates or trusts, may be appointed trustee by an instrument delivered to the designated trustee and signed by a majority in number of the beneficiaries to whom the trustee is or may distribute the income at the time of appointment.

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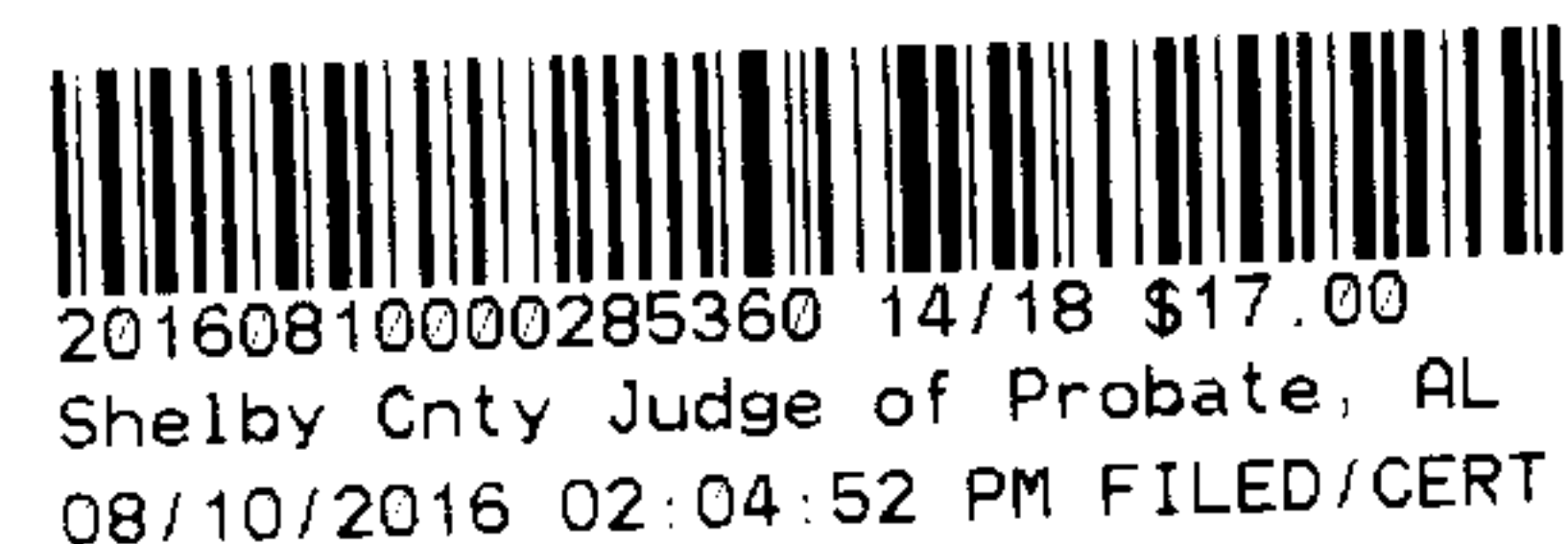
(c) In the event multiple trustees are acting as trustees under this agreement, any trustee may act individually and independently of any other trustee, so long as said trustee is acting in accordance with the terms and conditions contained in this agreement.

2. No successor trustee shall be personally liable for any act or omission of any predecessor trustee. Any successor trustee shall accept, without examination or review, the accounts rendered and the property delivered by or for a predecessor trustee without incurring any liability or responsibility. Any successor trustee shall have all the title, powers and discretion of the trustee succeeded, without the necessity of any conveyance or transfer.

3. The guardian or conservator of the estate of a beneficiary under legal disability, or the parents of a minor beneficiary for whose estate no guardian has been appointed, may, in carrying out the provisions of this Article, act and receive notice for the beneficiary and sign any instrument for him.

4. The trustee may make such elections under the tax laws applicable to the estate of the grantor and to the

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trust estate as the trustee determines should be made. No compensating adjustments between principal and income, nor with respect to any trust, shall be made even though the elections made under the tax laws by the executor or the trustee may affect (beneficially or adversely) the interests of the beneficiaries. The action of the trustee shall be binding upon all beneficiaries.

5. Whenever the trustee (except a successor trustee appointed pursuant to this paragraph) considers it advantageous to the beneficiaries of any trust, the trustee may transfer the situs of any trust and in so doing may appoint, as a successor trustee, any person or corporation authorized under the laws of the United States or of any State to administer trusts by a written instrument delivered to the successor. Any successor trustee so appointed may be removed at any time by the former trustee that made the appointment, and the former trustee may again become the trustee or may appoint another successor trustee. A successor trustee appointed under this paragraph may resign by a written instrument delivered to the former trustee.

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This instrument is signed on this 22 day of March,
2000.

Nancy T. Nealon Grantor
NANCY T. NEALON, Grantor
Nancy T. Nealon Trustee
NANCY T. NEALON, Trustee



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STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

I, Tracy Ballard Warren a notary public for this County and State, hereby certify that NANCY T. NEALON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as grantor, appeared before me this day in person and acknowledged that she signed and delivered this instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of March, 2000.

Tracy Ballard Warren
NOTARY PUBLIC


STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

I, Tracy Ballard Warren, a notary public for this County and State, hereby certify that NANCY T. NEALON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as trustee, appeared before me this day in person and acknowledged that she signed and delivered this instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of March, 2000.

Tracy Ballard Warren
NOTARY PUBLIC

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THE NANCY T. NEALON TRUST

Schedule of Initial Assets

—————
Improved Real Property
—————

Single family residence located at 17 Little Cedar Court,
Asheville, North Carolina 28805, to-wit:

LOCATED IN BUNCOMBE COUNTY, NORTH CAROLINA AND
BEING ALL OF LOT 3 OF VIEW POINTE, PHASE I, AS
SHOWN ON A PLAT RECORDED IN PLAT BOOK 66, PAGES
143 AND 144, AFORESAID COUNTY REGISTRY.

Permanent Tax No.: 9668.09-15-6241



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