THE FAITH F. CAMPBELL
LIVING TRUST

TRUSTEE
COPY
## SCHEDULE "A"

### REAL PROPERTY

<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Single Family Residence (Homestead)</td>
<td>13 Tideturn Drive Salem, SC 29676</td>
<td>$225,000</td>
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<tr>
<td>2. Rent House</td>
<td>Unit M-2 Club Cottages Greene County, GA</td>
<td>$165,000</td>
</tr>
<tr>
<td>3. Second Home</td>
<td>Lot #90 Vilas County, WI</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

### TRUSTEE COPY

Revised February 18, 1997

Total Value of Real Property $515,000

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SCHEDULE "B"

ASSET VALUE TOTALS
State of South Carolina}
County of Oconee}

THE FAITH F. CAMPBELL
LIVING TRUST

DECLARATION OF REVOCABLE TRUST

I, Faith F. Campbell, an individual, of Oconee County, State of South Carolina, as Trustor hereby transfer to myself, as Trustee of THE FAITH F. CAMPBELL LIVING TRUST, for good and valuable consideration, the property listed in Schedule "A" and Schedule "B", attached to and made a part of this Trust Declaration. This property together with any other property that may become subject to this Declaration shall be cumulatively referred to as the "Trust Estate". The Trust Estate shall be held, administered, and distributed by the Trustee as provided in this Declaration. Except as otherwise provided, this is a Revocable Living Trust.

ARTICLE I
POWERS RESERVED BY TRUSTORS

Truster's General Powers

1.01 The Trustor shall have unrestricted power to take all actions she deems necessary for the operation of this Trust. The Trustor shall have unrestricted power to add or withdraw assets or property of the Trust Estate. When a Trustor is also the Trustee, her powers to act shall be considered to be that of the Trustor. Powers of the Trustor shall not be limited by the Trustee provisions contained in this document.

Additions to Trust

1.02 The Trustor shall have the right at any time, either during her lifetime or by Will upon her death, to add other property, cash or securities to this Trust. Any additional property, whether conveyed by assignment, transfer, deed or other conveyance, testamentary or inter vivos, when received and accepted by the Trustee, shall become a part of the Trust Estate.

Additions by Third Parties

1.03 Any other person may add property to the Trust Estate, provided that the Trustee approves the addition, in writing, before the transfer to the Trust.
Withdrawals from Trust

1.04 The Trustor shall have the right, at any time during her lifetime, to withdraw property, cash or securities from the Trust. Any withdrawal of Trust property, whether conveyed directly to the Trustor or to a third party at the Trustor's request, when delivered by the Trustee, shall be conclusive and not subject to question by any other party.

Gifts by the Trustor

1.05 The Trustor shall reserve the right at any time during her lifetime to direct the Trustee to make gifts from the Trust Estate to designated individuals or institutions specified by the Trustor. Such gifts, whether conveyed from the Trust and/or Trustee to the Trustor or directly to the recipient shall be deemed to be gifts made directly from the Trustor under IRC Section 2501. Such gifts shall additionally be considered to be gifts of principal of the Trust Estate and not be treated as income derived from the Trust Estate. Such gifts when made by the Trustor shall be treated as gifts qualifying under IRC Section 2503(b) to the extent that the deduction allowed therein shall be fully utilized by the Trustor. Any additional taxes imposed by IRC Section 2503 shall be paid by the Trustor pursuant to IRC Section 2502(e).

The Trustor may also direct the Trustee to make gifts directly from the Trust Estate to charitable organizations or other institutions as outlined in IRC Section 2522.

Power to Amend or Revoke Trust

1.06 The Trustor may take the following actions at any time and from time to time, by written notice signed by the Trustor and delivered to the Trustee:

(a) This Trust Declaration may be amended by the Trustor in whole or in part for so long as the Trustor shall live.

(b) Withdraw all or any part of the Trust Estate.

Manner of Holding Trust Property

1.07 The Trustor as Trustee may hold securities or other property in the Trust Estate: (1) in its name as Trustee under this Declaration; (2) in its own name without a designation showing it to be Trustee under this Declaration; or (3) in the name of its nominee. Further, a Trustor as Trustee may hold securities in an unregistered condition such that ownership passes by delivery.

Trustee Duties on Revocation of Trust

1.08 If the Trustor revokes all or any part of the Trust, the Trustee shall transfer the applicable property in the Trust Estate to the Trustor as soon as reasonably possible. The Trustee
shall execute and deliver to the Trustor all instruments that are necessary or appropriate to convey the property interest to the Trustor.

ARTICLE II
DISABILITY OF TRUSTOR

Incapacity of Trustor

2.01 In the event the Trustor should become legally incapacitated, whether or not declared legally incompetent, it is my stated intention that I would immediately resign as Trustee and the Successor Trustee will immediately assume the position of Trustee provided that the incapacity is certified in writing by two (2) licensed physicians not related by blood or marriage to the Trustor, Beneficiary or Successor Trustee. The Successor Trustee shall serve for the remainder of the lifetime of the Trustor or until the Trustor is able to resume his or her duties as Trustee providing the Trustor was a Trustee prior to the incapacity. The persons making such an incapacity determination shall have the right at any time and from time to time to make a later determination that, for the purpose of this Trust, I am no longer incapacitated.

ARTICLE III
TRUSTEES

Trustees

3.01 The following people will act as Trustees in the following order of succession:

(a) Faith F. Campbell, during the remainder of her lifetime.

(b) Merrill Lynch Trust Company of North Carolina, a North Carolina Corporation herein referred to as “Merrill Lynch Trust”

Trustees

3.02 Whenever more than one Trustee is designated to act concurrently, a majority of the Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action, or execute any documents affecting the Trust. In the event of a difference of opinion among the Trustees, the decision of a majority of them shall prevail, but the dissenting or nonassenting Trustees shall not be responsible for any action taken by the majority pursuant to such decision. After the death of the Trustor, if only two individual Trustees are in office, they must act unanimously. If an individual and a corporate Trustee are in office, the determination of the individual Trustee shall be binding.

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ARTICLE IV
POWERS AND DUTIES OF TRUSTEES

General Powers

4.01 The provisions of this Article shall govern the actions of all individuals who act as Trustee. The Trustee shall have full power to do everything in administering the Trust Estate that he deems to be in the best interest of the beneficiaries. The Trustee shall have the power to retain any property placed in Trust by the Trustor for as long as he deems advisable. The Trustee shall have this power whether or not such property is of the character permitted by South Carolina Uniform Trustee Powers Act as outlined in Section 62-7-101 through 106 and Section 62-7-701 through 709 of the South Carolina General Statutes for the investment of Trust funds.

Management of Trust Property

4.02 The Trustee may exercise the following powers with respect to any and all property in the Trust Estate. These powers apply to principal or accumulated income of the Trust. The Trustee shall have the discretion to take the following actions at any time, on the terms and in the manner that the Trustee deems advisable:

(a) Sell, convey, exchange, convert, grant an option, assign, improve, build, manage, operate, and control Trust property.

(b) Partition, divide, subdivide, assign, develop, and improve Trust property.

(c) Make or obtain the vacation of plats, adjust boundaries, adjust differences in valuation on exchange or partition, and dedicate easements for public use, of Trust property, with or without consideration.

(d) Make ordinary and extraordinary repairs and alterations in buildings, demolish improvements, raze party walls or buildings, and erect party walls or buildings on Trust property.

(e) Lease property in the Trust Estate for terms within or beyond the term of the Trust and for any purpose, and enter into any covenants and agreements relating to the leased property or any improvements that may be erected on the property.

(f) Take the following actions regarding natural resources related to Trust property:

(i) Enter into oil, gas, liquid or gaseous hydrocarbon, sulphur, metal and any and all other natural resource leases on terms the Trustee deems advisable.

(ii) Enter into any pooling, unitization, repressurization, community, and other types of agreements relating to the exploration, development, operation, and conservation of properties containing minerals or other natural resources.

(iii) Drill, mine, and otherwise develop oil, gas, and other minerals.
(iv) Contract for the installation and operation of absorption and repressuring plants.

(v) Install and maintain pipelines.

(g) Encumber or hypothecate Trust property for any Trust purpose by mortgage, deed of Trust, pledge, or otherwise.

(h) Carry insurance of the kinds and in the amounts that the Trustee deems advisable to protect the Trust Estate or the Trustee at the expense of the Trust.

(i) Invest and reinvest in property that the Trustee deems advisable, including the option to acquire an asset, whether or not of the character permitted by South Carolina Trust Code for the investment of Trust funds.

(j) Vote and give proxies to vote any securities in the Trust Estate, including stock of the Trustee.

(k) Pay any assessments or other charges levied on any stock or other security in the Trust Estate.

(l) Exercise any subscription, conversion, or other rights or options that may attach to the holders of any stocks, bonds, securities, or other instruments in the Trust Estate including the establishment of and use of margin accounts for trading on a margin basis or other forms of Brokerage Accounts that the Trustee may deem appropriate.

(m) To retain and sell the trust property, including any securities issued by Merrill Lynch & Co., Inc., and to invest and reinvest the same in all forms of property, including, without limitation, stocks, bonds, mutual funds, notes, securities or other property, including securities issued by Merrill Lynch & Co., Inc.

(n) Continue and operate, sell, or liquidate any business or partnership interests received by the Trust Estate.

(o) Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities in the Trust Estate and, incident to that participation, deposit securities with the transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.

(p) Enforce any mortgage or deed of Trust or pledge in the Trust Estate and, at any sale under any such mortgage, deed of Trust, or pledge, bid and purchase at Trust expense any property subject to the security instrument.

(q) The Trustee shall have the power to employ, and to delegate any of its discretionary and nondiscretionary powers to agents, including, but not limited to, attorneys, investment advisors, appraisers or accountants as it deems necessary and proper and to pay for such services from the trust property.

(q) Compromise, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Trust.

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(r) Commence or defend any litigation with respect to the Trust or any Trust property at the expense of the Trust.

(s) Abandon any Trust asset that the Trustee deems advisable.

(t) Terminate the Trust and, regardless of the age of the income beneficiary, distribute the principal and any undistributed net income to the income beneficiary, or to his or her guardian, conservator, or other fiduciary, if the fair market value of the Trust Estate becomes less than $5,000.

(u) Do all acts, take part in any proceedings, and exercise all rights and privileges as could an absolute owner of property in the Trust Estate, subject to any limitations expressly set forth in this Declaration and the faithful performance of the Trustee's fiduciary obligations. The enumeration of powers in this Declaration shall not limit the general or implied powers of the Trustee or any additional powers provided by law.

Powers of Merrill Lynch Trust Regarding Affiliates

4.03 Merrill Lynch Trust shall have the following specific powers as to trust property and may exercise the same in its sole and absolute discretion without Court order or approval:

(a) To engage any corporation, partnership or other entity affiliated with Merrill Lynch Trust (an “Affiliated Entity”) to render services to any trust hereunder, including, with limitation:

(i) To manage or advise on the investments of such trust on a discretionary or nondiscretionary basis.

(ii) To act as a broker or dealer to execute transactions, including the purchase of any securities currently distributed, underwritten or issued by an Affiliated Entity, at standard commission rates, markups or concessions and to provide other management or investments services with respect to such trust, including the custody of assets and to pay for any such services from trust property, without reduction for any compensation paid to Merrill Lynch Trust for its services as Trustee.

(b) To invest in mutual funds offered by an Affiliated Entity or to which an Affiliated Entity may render services and from which an Affiliated Entity receives compensation.

(c) To cause or permit all or any part of any trust hereunder to be held, maintained or managed in any jurisdiction and to hold any trust property in the name of its nominee or a nominee of any Affiliated Entity.

Acceptance of Real Estate and Certain Trust Property

4.04 Merrill Lynch Trust shall not be deemed to have accepted title to and shall not act or be obligated to act in any way as a Fiduciary with respect to, any real property, including any real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation or any interest in any such business enterprise, which is or may become an asset of the trust until (i) an appropriate environmental audit is performed at the

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expense of the Grantor or the trust to determine that conditions at such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations affecting such real property or such business enterprise and (ii) Merrill Lynch Trust has accepted such property as an asset of the trust by a separate writing delivered to the Grantor, if living, or, if not, to the income beneficiary or beneficiaries of the trust (or their natural or legal guardians), and to the Co-Trustee, if any.

Power to Borrow Money

4.05 The Trustee, on behalf of the Trust, shall have the power to borrow money from any person, firm, or corporation including the Trustee, for any Trust purpose on whatever terms and conditions that the Trustee deems advisable and to obligate the Trust to repay the borrowed money.

Power to Loan Money of Trust

4.06 The Trustee, on behalf of the Trust, shall have the power to loan or advance Trust funds for any Trust purpose. Such loan or advance shall be at the rate of interest the Trustee is then charging for similar loans or advances to other persons having a net worth equal to that of the Trust Estate. Any loan or advance, together with interest accruing on the loan or advance, shall be repaid to the Trust Estate, before final settlement of the Trust Estate.

Determination of Principal and Income

4.07 Except as otherwise specifically provided in this Declaration, the Trustee shall have the power to determine, in its discretion, what constitutes principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable under the terms of this Declaration. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust Estate shall, except as may be otherwise expressly provided in this Declaration, be conclusive and binding on all persons in any manner interested in the Trust.

Expenses

4.08 All fees, charges and other expenses incurred by the Trustee in the administration or protection of the Trust, including the compensation of the Trustee provided for in this Declaration, shall be a charge on the Trust Estate and shall be paid by the Trustee before final distribution of the Trust Estate:

(a) In full out of the principal of the Trust Estate.

(b) In full out of the income of the Trust Estate.

(c) Partially out of the principal and partially out of the income of the Trust Estate.

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The payments shall be made in the manner and proportions that the Trustee deems advisable. The Trustee’s determination regarding the payment of these expenses and charges from the principal or income of the Trust Estate or partially from each is conclusive and binding on all persons in any manner interested in the Trust.

Property Taxes

4.09 All property taxes, assessments and other expenses incurred by the Trustee in the administration or protection of Trust property, shall be a charge on the Trust Estate and shall be paid by the Trustee before final distribution of the Trust Estate:

(a) In full out of the principal of the Trust Estate.
(b) In full out of the income of the Trust Estate.
(c) Partially out of the principal and partially out of the income of the Trust Estate.

The payments shall be made in the manner and proportions that the Trustee deems advisable. The Trustee’s determination regarding the payment of these expenses and charges from the principal or income of the Trust Estate or partially from each is conclusive and binding on all persons in any manner interested in the Trust.

Dealing With Trustor’s Estate

4.10 The Trustee shall have the power to make loans and advancements from the Trust Estate to the executor or other representative of the Trustor’s estate, with or without security. The Trustee shall also have the power to purchase securities or other property from the executor or other representative of the Trustor’s estate.

Parties Dealing With Trustee

4.11 (a) All parties dealing with the Trustee shall be absolutely free to do so on the same basis as if the Trustee were the absolute owner of the said property without any restrictions or qualifications.

(b) No person who delivers property or pays money to the Trustees shall be under any duty to require application thereof for Trust purposes, and the delivery or payment to the Trustees shall operate as a release of such person from liability in connection with any such transaction.

Insurance Policies

4.12 Should the Trustee be named as the beneficiary of an insurance policy, the Trustee shall hold the policy subject to the order of the policyowner. The Trustee shall have no obligation other than safe keeping of the policy. The owner of the policy shall retain all rights,
options and privileges with respect to the policy. Upon receiving possession of the insurance policy, proof of death of the insured, or upon maturity of any policy prior to the death of the insured, the Trustee shall use all reasonable efforts to collect the sums payable on such policy for which the Trust is designated a beneficiary or owner. The Trustee may compromise, arbitrate or otherwise adjust claims against any policy. The receipt of the Trustee to the insurance company shall constitute full discharge of the liability of the insurance company.

**Elections Under Tax Laws**

4.13 The Trustee may make any elections under the federal and state tax laws applicable to the Trust Estate that the Trustee determines should be made for the benefit of the Trust beneficiaries. The Trustee shall have the discretion to make adjustments between principal and income to compensate for elections made under the tax laws by the executor or other representative of the Trustor's estate or the Trustee that may affect, beneficially or adversely, the interests of the beneficiaries. The actions of the Trustee shall be binding on all beneficiaries.

**Limitation of Trustee's Powers**

4.14 All powers given to the Trustee in this Declaration are exercisable by the Trustee only in a fiduciary capacity. No power given to the Trustee shall enable the Trustee or any other person to:

(a) Purchase, exchange, or otherwise deal with or dispose of the principal or income from the Trust for less than an adequate consideration in money or money's worth.

(b) Borrow income or principal from the Trust.

(c) Authorize loans except on the basis of an adequate interest charge and with adequate security.

**Indemnification of the Trustee**

4.15 The Grantor agrees to indemnify and hold harmless Merrill Lynch Trust as Trustee and the Affiliated Entities from and against any and all claims, demands, losses, liabilities, damages and expenses which may be sustained at any time because of any act or omission, including acts or omissions of ordinary negligence, occurring before the date the trust property was received by the Trustee. Merrill Lynch Trust is expressly relieved of any duty or responsibility to audit or review the actions or accounts of its predecessor and, further, is relieved from any liability for the acts of omissions of its predecessor, known or unknown.

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ARTICLE V
RESIGNATION, REMOVAL, DEATH AND COMPENSATION OF TRUSTEE

Appointment of Successor Trustee

5.01  A Successor Trustee may be appointed for any of the following reasons:

(a)  Death, Resignation or Incapacity of a Trustee.

(b)  A Trustee shall have the right to resign as Trustee by giving written notice of its intention to do so to any other Trustee or Trustees of such Trust then serving, or if there is no other Trustee of such Trust, to the beneficiaries of such Trust, outright to any adult competent beneficiary, and to the guardian of a minor or incompetent beneficiary, or if there are no guardians of such beneficiaries, to the person having the right of first priority to be appointed guardian of such beneficiaries, as designated by the laws of the domicile of such beneficiaries, and without any requirement that such individual actually qualify as guardian of the persons of such beneficiaries. Notice of such resignation shall be given at least thirty (30) days prior to the effective date of such resignation. Unless this Trust provides for a Successor Trustee, the designated recipient of such notice of resignation shall have the right to appoint any person or entity as Successor Trustee of such Trust (other than the beneficiaries of such Trust); provided, if at the time of resignation another Trustee or Trustees are serving, such Trustee or Trustees may continue to so serve without the appointment of further Trustees.

(c)  At any time during the Trustor’s lifetime, the Trustor shall have the right to remove the Trustee, with or without good cause. The Trustor may at her discretion appoint a Successor Trustee or additional Trustees.

(d)  After the Trustor’s death, any beneficiary of the Trust may petition a court of competent jurisdiction to remove a Trustee for good cause.

(e)  On the resignation, removal, or death of a Trustee, the Trustor shall appoint a Successor Trustee. In the event of the failure, refusal, or inability of the Trustor to appoint a Successor Trustee and the failure or inability to serve as the Trustee by all Trustees appointed under Article 3.01, the Trustee or any beneficiary of the Trust may petition for the appointment of a Successor Trustee by a court of competent jurisdiction.

Rights and Powers of Successor Trustee

5.02  Any Successor Trustee shall immediately succeed to the title of the Trustee and to all powers, rights, discretions, obligations, and immunities of the Trustee under this Declaration with the same effect as if the Successor was originally named as the Trustee in this Declaration.

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(a) No Successor Trustee shall be liable for the misfeasance of any prior

Compensation of Trustee

5.03 (a) When a Corporate Trustee or Fiduciary who is in the business of
providing Trust Administrative Services is employed, the Trustee shall be entitled to reasonable
compensation for services rendered by him or counsel retained by him, including services in
connection with the transfer of assets to beneficiaries or a successor Trustee and the appointment of a
successor Trustee. Such reasonable compensation shall be similar to that of other Trustees who
perform similar services.

(b) When a family member or family members act as Trustee, or individuals
who are not in the business of providing Trust Administrative Services act as Trustee, no
compensation for Trustee Services shall be provided.

ARTICLE VI
DISTRIBUTION DURING LIFETIME OF TRUSTOR

Distribution of Income

6.01 The Trustee shall pay Faith F. Campbell, the "Income Beneficiary", during her
lifetime the net income of the Trust Estate, in monthly installments, or as she otherwise directs, but
not less than annually.

Distribution of Principal

6.02 The Trustor shall have the power to direct the Trustee to pay to, or apply for the
use of the Income Beneficiaries any part of the principal of the Trust that the Trustor deems necessary
or may otherwise require for any purpose the Trustor direct. We intend that this power shall be
exercised liberally, regardless of the effect that any invasions under this Article may have on the
remaindermen during the lifetime of the Trustor. Any determination made by the Trustor or Trustee
in good faith as to the manner or extent of the exercise of this power shall be conclusive on all persons
interested in the Trust.

ARTICLE VII
DISTRIBUTION UPON DEATH OF TRUSTOR

Payment of Trustor’s Funeral Expenses

7.01 Upon the death of the Trustor, the Successor Trustee shall pay the expenses of
the Trustor’s funeral and burial unless the Trustee, in her discretion, determines that other adequate

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provisions have been made for payment of those expenses. The Successor Trustee shall have the discretion to pay these expenses from the income or principal of the Trust Estate.

Payment of Taxes

7.02 (a) The Successor Trustee shall pay any inheritance, estate, or other death taxes that may be due as a result of the Trustor’s interest in the Trust Estate before distributing the balance of the Trust Estate, unless the Trustor’s will makes other provisions for payment of such taxes.

(b) The Successor Trustee shall also pay any inheritance, estate, or other death taxes that may be due as a result of the predeceasing spouse’s interest in the Trust Estate before distributing the balance of the Trust Estate.

(c) All federal and state inheritance, succession, transfer or estate taxes (including any interest and penalties thereon) payable by reason of a Trustor’s death (other than generation-skipping transfer taxes, which shall be charged in the manner provided in section 2603 of the Internal Revenue Code) shall be paid from the Trust Estate. The Successor Trustee shall seek contribution (where reasonably available) for such taxes imposed as a result of the inclusion in the gross estate of property passing outside this Trust, as for example, property over which was held a general power of appointment, or property which was held a qualifying income interest for federal estate tax marital deduction purposes. The amount of such contribution shall be based upon the express provisions (if any) of the instruments under which interest or powers were created, upon the provisions of any applicable federal contribution statute or upon the provisions of any applicable state contribution or apportionment statute, whichever would result in the largest amount of such contribution. However, the Successor Trustee shall not be required to pursue claims for contribution in circumstances where recovery seems unlikely or where for similar reasons to do so would not promote the interests of the orderly administration of the Trust Estate. All decisions of the Successor Trustee shall be binding and conclusive on all concerned.

(d) In determining the estate tax and other transfer tax liability, and the income tax liability, related to the Trust Estate, the decision of the Successor Trustee as to all available tax elections (including but not limited to the election whether to deduct certain administration expenses for income tax or for estate tax purposes) shall be conclusive on all concerned. The Successor Trustee shall be under no liability to any person as a result of the election made. In addition, no compensating adjustments between principal and income or in the amount of any gift under this Trust shall be made as a result of any such election made by the Successor Trustee, nor shall any person be entitled to a right of reimbursement with respect to the economic consequences of any such election. If the Successor Trustee files income tax returns any resulting liability shall be borne by the Trust Estate as the Successor Trustee deems proper.

Payment of Debts

7.03 All debts incurred by the Trust Estate shall be paid from the residuary Trust Estate as soon as possible by the Successor Trustee. Nothing herein shall require the prepayment of any indebtedness secured by a mortgage or other lien on any property.

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ARTICLE VIII
CONTINUATION OF TRUST

Continuation of Trust

8.01 Upon the death of Faith F. Campbell and upon settlement of her estate, this
Trust shall terminate.

ARTICLE IX
DISTRIBUTION TO BENEFICIARIES

Distribution to Beneficiaries

9.01 Upon the death of Faith F. Campbell and upon settlement of her estate, the
Trustee shall divide and distribute as a class gift, free of Trust, the remaining Trust Estate.

(a) The Trustee will find with my documents a Letter of Instructions or
Memorandum. This outlines my special requests and desires as to the distribution of certain property
and the Beneficiaries to whom the property is to pass. The Trustee will follow the requests and
distribution directions for the listed property.

(b) All property not listed in the Letter of Instructions and the remaining
Trust Estate shall be equally divided and distributed to my children, J. J. FERRIS, LINDA
CASTELLANO, T. W. FERRIS and CHRISTINE FAIRCCHILD.

(c) Should any of the Beneficiaries listed in Article 9.01 (a) or (b),
predecease Faith F. Campbell, the proceeds from the Trust Estate will be distributed to their issue per
stirpes. Should a deceased beneficiary leave no issue, their share of the Trust Estate will be
distributed to the then living beneficiaries of the Trust Estate per capita.
ARTICLE X
GENERAL DISTRIBUTION PROVISIONS

Distributions to Minors or Incompetents

10.01 If any beneficiary entitled to receive income or principal from the Trust Estate is a minor or an incompetent or a person whom the Trustee deems unable to handle funds wisely if paid directly to the beneficiary, the Trustee has discretion to make payments in any manner the Trustee deems advisable, including, but not limited to, the following ways:

(a) Directly to the beneficiary.

(b) To the natural guardian or legally appointed guardian of the person or estate of the beneficiary.

(c) By making expenditures directly for the care, support, maintenance, or education of the beneficiary.

(d) To any person or organization furnishing care, support, maintenance, or education for the beneficiary.

The receipt by any such person for any payment to or for a beneficiary shall completely discharge the Trustee as to the amounts so paid. Decisions of the Trustee as to methods of making payments shall be conclusive and binding on all parties concerned.

Support of Guardian

10.02 The Trustee has the discretion to provide payments for the care, support, maintenance, and education of the guardian of the person of a beneficiary and also of the guardian's spouse and children.

Spendthrift Provision

10.03 Except as otherwise expressly provided in this Agreement, no beneficiary of the Trust shall have any right, power, or authority to alienate, encumber, assign, or pledge his or her interest in the principal or income of the Trust in any manner. No interest of any beneficiary shall be subject to any claims of his or her creditors (including the creditors of the spouse of a married beneficiary) or liable to attachment, execution, or other process of law. If any beneficiary should attempt to alienate, encumber, or dispose of all or any part of the income or principal of this Trust before it has been delivered by the Trustee, or if by reason of bankruptcy or insolvency or any attempted execution, levy, attachment, or seizure of any assets remaining in the hands of the Trustee under claims of creditors or otherwise, all or any part of the income or principal might fail to be enjoyed by any beneficiary or might vest in or be enjoyed by some other person, then the interest of that beneficiary shall immediately terminate. Thereafter, the Trustee shall pay to or for the benefit of that beneficiary only those amounts that the Trustee, in its sole and absolute discretion, deems advisable for the education and support of that beneficiary until the death of the beneficiary or the
maximum period permissible under the South Carolina rule against perpetuities, whichever first occurs. The Trustee shall then distribute the Trust Estate or the affected part:

(a) to the surviving issue of that beneficiary, by right of representation;

(b) to the surviving issue of the Trustor, if the beneficiary has no surviving issue at the time of distribution, by right of representation; and

(c) if neither the beneficiary nor the Trustor leave surviving issue, to those persons who would be entitled to take the property under the laws of intestate succession in South Carolina.

Other Income of Beneficiary for Discretionary Payments

10.04 In exercising its discretionary authority under this Agreement to make payments to or for the benefit of any beneficiary from the net income or principal of the Trust Estate, the Trustee may consider any income or other means of care, maintenance, support, or education available to the beneficiary from sources outside the Trust known to the Trustee. The determination of the Trustee with respect to the necessity for the amounts of any discretionary payments made to or for the benefit of any beneficiary shall be conclusive on all persons in any manner interested in the Trust.

Undistributed Income on Termination of Beneficial Interest

10.05 On the termination of any interest in this Trust, the Trustee shall pay all undistributed principal and income to the person or persons next entitled to receive them under the terms of this Agreement.

Distribution in Kind or in Cash

10.06 On any partial or final distribution of the assets of the Trust Estate and on any division of the assets of the Trust Estate into shares or partial shares, the Trustee may distribute or divide the assets in kind, distribute or divide undivided interests in the assets, or sell all or any part of the assets and make distribution or division in cash, in kind, or partly in cash and partly in kind. The decision of the Trustee, either before or on any division or distribution of the assets, as to what constitutes a proper division of the assets of the Trust Estate shall be binding on all persons in any manner interested in the Trust.

Distribution of Trust Estate

10.07 Assets of the Trust Estate that are distributed to the beneficiaries shall be held and maintained by the beneficiaries as separate property. The beneficiaries shall not co-mingle the assets from the Trust Estate with their marital or community property. The beneficiaries shall take the necessary steps to maintain the separate property character of all assets conveyed from the Trust. The beneficiaries should consider the execution of a separate property agreement to clearly identify the assets received from the Trust and maintain the separate property character.

The Faith F. Campbell Living Trust
Dated February 18, 1997
(ASF) Page # 15
Trustee’s Determinations as to Distributions

10.08 In making distributions to the beneficiaries of this Trust the Trustee may take into account any other income known by the Trustee to be reasonably available to such beneficiaries. The Trustee may rely on information furnished by the beneficiaries as to other income reasonably available to them, and no person interested in any manner in this Trust may complain of a Trustee’s distribution or failure to make a distribution of Trust properties so long as the Trustee’s determinations are made in good faith and without gross negligence. It is our intention that no beneficiary or Trustee of this Trust shall be deemed to possess a general power of appointment (as that term is defined in Section 2041 of the Internal Revenue Code) with respect to all or any portion of the properties of such Trust. Anything in this Trust which might be construed in such a manner as to interfere with this intention (including the prior provisions of this subparagraph) shall be disregarded or amplified in such reasonable manner so as to meet this intention.

Other Provisions Respecting Allocation of Estate Assets

10.09 In allocating properties among my beneficiaries, the Trustee may take into account the relative income and estate tax brackets of my estate, and the income tax brackets of all beneficiaries. No right of reimbursement shall exist in favor of one beneficiary because another beneficiary receives favorable income tax treatment as a result of the selection of properties to be distributed to such other beneficiary (whether due to difference in federal income tax basis or for other reasons). The Trustee shall not be liable to any beneficiary hereunder for the actions of such Trustee, or any of them, in the administration of this Trust other than action taken in bad faith or with gross negligence, and specifically, no Trustee shall be liable to any beneficiaries hereunder for a determination made by such Trustee with respect to allocation of assets among such beneficiaries. Finally, if these guidelines are deemed by the Trustee to be insufficient, my Executor may, but is not required, to favor the surviving Trustor in making all of the foregoing, and similar, determinations.

Lapsed Bequests

10.10 In the event (i) any person entitled to receive a specific bequest under this Trust fails to survive the Trustor and no alternate beneficiary is named hereunder or (ii) any charitable organization entitled to receive a specific bequest under this Trust is not in existence at the time of the Trustor’s death or (iii) any specific bequest under this Trust otherwise is ineffective, such specific bequest shall lapse and the properties thereof shall pass as part of the Trustor’s residuary estate under the other provisions of this Trust.

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ARTICLE XI
FAMILY MEMBERS

Children

11.01 The present living children of the Trustor are:

(a)  J. J. Ferris  
    Rt. 1 109B  
    St. Maries, Idaho 83861  
    Date of Birth: 03/04/41

(b)  Linda Castellano  
    184 Larchmont  
    Bloomingdale, IL 60108  
    Date of Birth: 07/29/44

(c)  T. W. Ferris  
    601 61st Street  
    Downers Grove, IL 60515  
    Date of Birth: 02/14/47

(d)  Christine Fairchild  
    772 Park Blvd. North  
    Glen Ellyn, IL 60137  
    Date of Birth: 03/11/50

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Grandchildren

11.02 The present living grandchildren of the Trustor are:

(a) Matthew Ferris  
Date of Birth: 10/04/69

(b) Mark Ferris  
Date of Birth: 06/21/75

(c) Nichole Castellano  
Date of Birth: 01/01/73

(d) Paolo Castellano  
Date of Birth: 02/04/67

(e) Ted Ferris, Jr.  
Date of Birth: 07/27/67

(f) Will Ferris  
Date of Birth: 03/14/70

(g) Laura Ferris  
Date of Birth: 11/17/75

(h) Burton Fairchild  
Date of Birth: 05/13/75

(i) Jessica Fairchild  
Date of Birth: 09/08/76

(j) Emily Fairchild  
Date of Birth: 04/23/81

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ARTICLE XII
ADMINISTRATIVE PROVISIONS

Bond

12.01 No bond or other security shall be required of the Trustee or any successor Trustee in any jurisdiction. Any successor Trustee shall have the same powers, authorities and discretions as though originally named as the Trustee.

Mingling of Trust Property

12.02 The Trustee is authorized to mingle the Trust property of any separate Trusts established by this Trust Declaration, allotting to each separate Trust an undivided interest in the mingled funds. However, if the Trustee mingles Trust property, the Trustee shall maintain reliable records to assure that each beneficiary shall receive his or her proportionate contribution, as adjusted for accumulation of income, payments of principal, and additions to principal.

Accounting

12.03 After the death of the Trustor, the Trustee shall make an annual accounting to each beneficiary under this Declaration. If a beneficiary is a minor, the accounting shall be made to the beneficiary’s natural guardian or legally appointed guardian. The accounting shall include a report of the receipts, disbursements, and distributions since the last accounting, and the status of the principal and any undistributed income on hand on the date of the accounting. Each beneficiary shall have the right to inspect the books and records of the Trustee, and the Trustee shall make the books and records available for inspection by the beneficiaries, or by their representatives at any reasonable time and place. The Trustee and each beneficiary may apply for judicial settlement of the Trustee’s accounts.

Survivorship

12.04 (a) No beneficiary shall be regarded as surviving the Trustor unless such person survives the Trustor by thirty (30) days or more, exclusive of the date of the Trustor’s death.

Perpetuities Savings Clause

12.05 No power of appointment by a Trustee or Beneficiary shall be exercised so as to violate any applicable Rule Against Perpetuities, accumulations, or any other similar rule or law. Any attempted exercise of such power which would violate such a rule or law shall be void. The Trustor’s intent is that the Beneficiaries of this Trust shall be lives in being at the time of the Trustor’s death. To that extent and provided there is no conflict with perpetuities rules, the Trustor may elect to continue the Trust by conveying such power to the Trustee and/or Beneficiaries as may be required to continue or terminate the Trust at their discretion. However, if required by the perpetuities rules, this Trust shall terminate not later than 21 (twenty-one) years after the death of the Trustor. Any property held in the
Trust Estate shall then be discharged and conveyed to the Beneficiaries then entitled to receive the Trust Estate.

Notices

12.06 Any notices or other communications required or permitted by this Declaration to be delivered to or served on the Trustee shall be deemed properly delivered to, served on, and received by the Trustee when personally delivered to the Trustee. However, in lieu of personal service, notice shall be deemed to be delivered when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustee: at 13 Tideturn Drive, Salem, South Carolina, 29676, or to the then current address of the initial Trustee or any successor Trustee.

Copies

12.07 Anyone may rely on a copy of this Declaration certified to be a true copy of this Declaration by a notary public to the same extent as if it were the original. Anyone may rely on any statement of fact certified by someone who appears to be the Trustee of this Trust from the original Declaration or a certified copy of the Declaration.

ARTICLE XIII
CONSTRUCTION OF TRUST

Applicable Law

13.01 This Trust has been accepted by the Trustee in the State of South Carolina, will be administered by the Trustee in South Carolina, and the validity, construction, and all rights under this Declaration shall be governed by the laws of South Carolina.

Severability

13.02 Should any provision of this Declaration be or become void, invalid, or unenforceable, the remaining provisions of this Declaration shall continue to be fully effective.

Interpretative Clause

13.03 As used in this Declaration, the masculine, feminine, or neuter gender, the singular or plural number, and use of the singular Trustee or plural Trustees shall each be deemed to include the others whenever the context or requirements so indicates.
Definitions

13.04 The following definitions are used in this Declaration:

(a) The terms "child" or "children" mean lawful blood descendants in the first degree of the parent designated and include adopted children, stepchildren, and any children who may be born after the execution of this Declaration.

(b) The term "issue" means lawful blood descendants in the first, second, or any other degree of the ancestor designated, and includes legally adopted children.

(c) The term "education" includes college and postgraduate study at any accredited institution of the beneficiary's choice for any period of time that, in the judgment of the Trustee, is advantageous to the beneficiary concerned. Education expenses may include adequate amounts for all related living and travel expenses of the beneficiary within reasonable limits.

(d) Whenever distribution is to be made to designated issue on a "per stirpes" basis, the property shall be distributed to the persons and in the proportions that personal property of the named ancestor would be distributed under the laws of the State of South Carolina in force at the time provided for distribution if the named ancestor had died intestate at such time, domiciled in South Carolina, not married, and survived only by such issue.

(e) A child in gestation, who is later born alive, shall be regarded as a child in being during the period of gestation, in determining whether any person had died without leaving issue surviving him or her, and in determining, on the termination of any Trust described in this Declaration, whether the child is entitled to share in the disposition of the then remaining principal and undistributed income of the Trust. For other purposes, the child's right shall accrue from the date of birth.

(f) The term "income beneficiary" shall mean the Trustor.
IN WITNESS WHEREOF, the Undersigned have executed this Trust Declaration on the 18th day of February, 1997, as Trustor and Trustee:

Faith F. Campbell
(Seal)

TRUSTEE
COPY

Signed and Acknowledged in the Presence of:

Dine Cooper
(Witness' Signature)

Renee Cooper
(Witness' Printed Name)

5 Wright Lane
(Witness' Address)

Fairview, NC 28730
(Witness' Address)

Cindy Brook
(Witness' Signature)

Cindy Brook
(Witness' Printed Name)

770 Dillingham Rd.
(Witness' Address)

Farradale, NC 28730
(Witness' Address)

The Faith F. Campbell Living Trust
Dated February 18, 1997
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State of North Carolina}
County of Buncombe}{

(Acknowledgment)

Before me, a Notary Public, on this day personally appeared Faith F. Campbell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that in my presence she has the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of February, 1997.

Notary Public

My Commission expires:

My Commission Expires 08/21/2001

State of North Carolina}
County of Buncombe}{

(Acknowledgment)

Before me, a Notary Public, on this day personally appeared Peace Cooper and Cindy Beck known to me to be the persons whose names are subscribed to the foregoing instrument as witnesses and acknowledged to me that in my presence they have executed the same as their voluntary act and deed.

Given under my hand and seal of office this 18th day of February, 1997.

Notary Public

My Commission expires:

My Commission Expires 08/21/2001

Prepared at the offices of:
Southern Financial Services
56 Central Ave., Suite 201
Asheville, NC 28801

The Faith F. Campbell Living Trust
Dated February 18, 1997
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Del Alcazar 0076
## SCHEDULE "B"

### PERSONAL PROPERTY

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Value</th>
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<tr>
<td>1. Merrill Lynch</td>
<td>$1,097,545</td>
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<tr>
<td>Attn: Clayton Berrigan</td>
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</tr>
<tr>
<td>5550 Sears Tower</td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60606</td>
<td></td>
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<td>2. Personal Property</td>
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Total Value of Personal Property  $1,137,545

Revised February 18, 1997

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Del Alcazar 0077
# ASSET VALUE TOTALS

**Subtotals**

<table>
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<tr>
<th>Description</th>
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<tr>
<td>Schedule &quot;A&quot; - Real Property</td>
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<tr>
<td>Schedule &quot;B&quot; - Personal Property</td>
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</tbody>
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**TOTAL TRUST VALUE**

$1,652,545

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Revised February 18, 1997

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