

lifetime, the Grantor shall have the right, from time to time, to pay over and deliver to the Trustee cash and other property acceptable to the Trustee, which shall be held by the Trustee in trust to invest and reinvest the same, with all the powers, authority and discretion hereinafter conferred upon it.

4.02 PAYMENT OF INCOME TO GRANTOR. The Trustee shall pay over and deliver to the Grantor all or so much of the net income hereunder as the Grantor may, from time to time, request the Trustee in writing to pay over and deliver to him.

4.03 PAYMENT OF PRINCIPAL TO GRANTOR. The Trustee shall pay over and deliver to the Grantor all or so much of the principal hereunder as the Grantor may, from time to time, request the Trustee in writing to pay over and deliver to him.

4.04 PROVISION FOR INCAPACITY OF GRANTOR. If during the Grantor's lifetime he becomes legally disabled or upon certification of a qualified physician deemed to be incapable of properly managing his or her affairs, the Trustee shall, during any such incapacity, pay or expend such portions of the income and/or principal of this Trust as it, in its sole discretion, shall deem necessary for the reasonable support, maintenance, and education of the Grantor and his children, (taking into consideration his or her and/or their income from all sources known to the Trustee), and to discharge the legal obligations of the Grantor, adding excess income to principal at the discretion of the Trustee.

ARTICLE FIVE

DISPOSITION OF TRUST ESTATE ON GRANTOR'S DEATH

5.01 DIVISION OF THE TRUST ESTATE. If the Grantor's wife, Diane Garrison Brannon, shall survive the Grantor, the Trustee shall divide the Trust Estate remaining at the time of his death, including property devised or bequeathed to the Trustee under his last Will, into two trusts to be designated as Trust A (the Marital Deduction Trust) and Trust B (the Residuary or Family Trust).

5.02 TRUST A. Trust A, which shall not be reduced by any taxes occasioned by the Grantor's death, shall consist of the amount required to obtain the maximum marital deduction finally determined under the Internal Revenue Code for Federal estate tax purposes at the Grantor's death, reduced by the aggregate value of any other property or interest in property which qualify for the marital deduction and which pass or have passed to the Grantor's wife under the provisions of the Grantor's will or otherwise than under this indenture. Such bequest may be satisfied in cash or in kind, in the sole discretion of the Trustee; but the values used shall be determined as of the date or dates of distribution, so that Trust A shares proportionately in the appreciation or depreciation in the value of assets. No asset or its proceeds from sale shall be distributed to Trust A, which would not qualify for the marital deduction.

5.03 TRUST B. The Grantor directs that the entire residue of his Trust Estate, together with all nonqualifying assets, if any, be held, administered and disposed of by the Trustee of Trust B.

5.04 EQUAL SHARING OF APPRECIATION OR DEPRECIATION. It is the Grantor's intention that in any allocation between such trusts,

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