

INDENTURE OF TRUST

GEORGIA, MUSCOGEE COUNTY.

THIS INDENTURE OF TRUST made this 30th day of May, 1996, by and between The Ranger Memorial Foundation, a Georgia nonprofit corporation, hereinafter designated "Settlor," and SUN TRUST BANK OF WEST GEORGIA, N.A., a banking and trust corporation organized and existing under the laws of the State of Georgia, with its principal office and place of business in the City of Columbus, Muscogee County, Georgia, hereinafter designated "Trustee."

WITNESSETH THAT:

WHEREAS, Settlor is desirous of establishing a revocable trust for the benefit and welfare of Ranger Memorial Fund, to be known as the "Ranger Memorial Trust" (hereinafter referred to as the "Trust"); and,

WHEREAS, Trustee is agreeable to accept the trusts created by this Indenture and agrees to act as Trustee in accordance with the terms and provisions hereof;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein recited, Settlor hereby assigns, transfers, sets over and delivers to Trustee the property described in Schedule "A" hereto attached and made a part hereof, receipt of which property Trustee hereby acknowledges, to have and to hold said property, together with any additional cash, securities or other property which the Trustee may, pursuant to the provisions hereof, at any time hereafter hold or acquire (all of such property being hereafter sometimes referred to collectively as the "Trust Estate"), in trust, upon the uses, trusts, terms and conditions as hereinafter set forth.

ARTICLE I.

Settlor, as well as others, may at any time, and from time to time hereafter, transfer and deliver to the Trustee cash, securities or other property acceptable to the Trustee in addition to the property presently transferred and delivered, and any such cash, securities and other property shall be held, administered and disposed of by the Trustee in accordance with the provisions of this Indenture of Trust without the execution of any further agreement or declaration.

ARTICLE II.

The Board of Trustees of Settlor (hereinafter referred to as the "Board") shall, from time to time, name and appoint an Investment Committee (hereinafter referred to as the "Committee") to consist of not less than three (3) nor more than five (5) persons who shall serve as the advisors and administrators of this Trust. Any person shall be eligible to serve on the Committee and all of the members of the Committee shall serve at the pleasure of the Board and may be removed by the Board at any time with or without

cause. Vacancies in the Committee, whether occurring by death, resignation or removal, shall be filled by the Board.

The Committee shall have complete power and authority to direct the Trustee with respect to all investments and reinvestments of the principal and income of the Trust; and in the absence of fraud, the decisions of the Committee shall be binding upon the Settlor, the Trustee, all beneficiaries of the Trust and the Ranger Memorial Foundation. The Committee shall act by a vote of a majority of the number constituting the Committee at any given time. The Board or the Committee may authorize any one or more of their members to execute any document or documents on behalf of the Board or the Committee, in which event the Board or the Committee shall notify the Trustee in writing of such action and the name or names of its member or members so designated. The Trustee thereafter shall accept and rely upon any document executed by such member or members as representing the action of the Board or the Committee until the Board or the Committee shall file with the Trustee a written revocation of such designation.

The Committee shall have complete power and authority to secure legal, financial and other advice or assistance and to appoint or employ such advisors or assistants as it deems necessary or desirable to carry out its duties. The Committee shall have full discretion to employ any person or firm that it deems qualified to furnish any of said services.

The Board shall keep records of all of its proceedings and acts pertaining to the Trust and shall keep such books of accounts, records and other information as may be necessary to carry out its duties with respect to the Trust. The income of the Trust shall be accounted for separately, and a separate account maintained therefor, until such income of the Trust is either distributed by the Trustee to or for the benefit of The Ranger Memorial Fund or transferred by the Committee to the corpus of the Trust, all as provided for in this Indenture of Trust. The Board or the Committee, when necessary or appropriate, shall notify the Trustee and the Settlor or any other interested person or persons of actions taken by the Committee. Each year the Board shall provide to the Executive Committee of the U.S. Ranger Memorial Foundation a written financial report of the Trust and said report shall include a statement of all Trust income and expenditures, any transfer of Trust income to the corpus of the Trust, any distribution of corpus and a statement of the general investment goals and objectives of the Trust. The Committee shall keep on file, in such manner as it shall deem convenient and proper, all annual reports of the Trust received by it from the Trustee and such other records, reports, and other information as shall fully document the activities and status of the Trust and the Trust fund.

Unless otherwise determined by Settlor, the members of the Board or the Committee shall serve without compensation; however, all expenses of the Board or the Committee incurred pursuant to their duties under this Indenture of Trust shall be paid from the income of the Trust.

No member of the Board or Committee shall incur any liability for any action or failure to act, excepting only liability for his or her own gross negligence or willful misconduct- and unless otherwise determined by Settlor, no bond or other security shall be required of any member of the Board or the Committee. The Settlor shall not indemnify each member of the Board or the Committee against any and all claims, losses, damages, liabilities and expenses, including attorney's fees and other costs, arising from any action or failure to act, except when the same is judicially determined to be due to the gross negligence or willful misconduct of such member.

ARTICLE III.

The Board shall have authority to direct the Trustee, at any time and from time to time, to distribute part or all of the income (but not the corpus) of the Trust to or for the benefit and welfare of Settlor, The Ranger Memorial Foundation, for the following purposes which shall include but not be limited to: capital improvements and expenses, emergencies, unanticipated repairs, nonrecurring expenses, education, cultural activities, community services, personnel development, and new programming and for other similar purposes-, provided, however, no income of the Trust shall be used for regular budgeted and recurring expenses of Settlor, except in the case of inadequacy of revenues or financial hardship. It is further provided that if the income of the Trust is used to develop a new service of Settlor, or to make a capital improvements of Settlor, either of which results in an increase in budgeted and recurring expenses, the income of the Trust can be used for a period, not to exceed three (3) years, to fund the additional expense resulting from such new service or capital improvement. Except upon termination of the Trust or upon distribution of corpus under circumstances, hereinafter described in Article IV, the Trustee may distribute only the income of the Trust for the aforementioned purposes- however, undistributed income may be accumulated in the Trust fund for such future use for such purposes and such accumulated income shall retain its character as "income" of the Trust unless the Board shall, in its discretion, transfer such accumulated "income" to the corpus of the Trust after which such income shall thereupon become a part of corpus of the Trust and shall not be available thereafter for distribution under this Trust indenture except as hereinafter provided in Article IV.

The Trustee may distribute the income of the Trust at such time or times as it shall receive written directions from the Board to make disposition of any part or all of the Trust income to the Settlor or such other entity or person so directed by the Board. In the absence of any direction by the Board, the Trustee shall make no distribution of the income of the Trust but shall accumulate the income for future distributions for the purposes provided for in this Article III and as provided for in Articles V and VI of this Indenture of Trust. The Trustee shall rely on any such written directions from the Board or the Committee (or from any one or more of their members authorized to act on their behalf) and shall make disposition in strict accordance therewith without any right or duty to make inquiry or determination regarding such direction.

ARTICLE IV.

If at any time after substantially all of the income of the Trust is being used as provided for in Article III herein and if the Settlor at that time is incapable of maintaining its basic programming because of inadequate revenues or financial hardship, then the Board may, by two-thirds (2/3rds) majority vote of its members, direct the Trustee to distribute part or all of the corpus of the Trust to or for the benefit and welfare of Settlor, The Ranger Memorial Foundation, for such purpose or purposes as the Board shall determine to be in the best interest and welfare of Settlor, including, without limitation the use of such distributed funds for regular budgeted and recurring expenses of Settlor.

ARTICLE V.

Within thirty (30) days after the end of each fiscal year of the Trust hereby created, the Trustee shall furnish the Committee with a complete accounting showing the total assets in the Trust at the end of each such fiscal year and the valuation placed on each asset. The accounting shall also contain the statement of purchases, sales, investment charges and all income, expenses and disbursements since the last accounting. The Trustee shall also furnish to the Board or the Committee such other information and statements of accounting as may be requested from time to time by the Board or the Committee.

ARTICLE VI.

The Trustee shall have the following powers with respect to the Trust hereby created to be exercised by the Trustee in accordance with written directions from time to time by the Committee regarding investments or by the Board regarding distributions as hereinabove provided for in Articles 11, III and IV, as the Trustee, in its discretion shall determine to be advisable and in the best interest of Settlor in carrying out the intent and purposes of the Trust:

- (1) To hold, use, invest, reinvest, manage and control the property under the care and management of the Trustee during the period of such care and management, and during such period to collect the gross income and revenue from said property; provided, however, the Trustee shall have full power and authority to rent and lease any real estate forming a part of said property for any number of years that the Trustee may desire so to do, without limiting said number of years to the period said property may be under the care and management of the Trustee.
- (2) To pay all taxes assessments and expenses necessary in the management and maintenance of said property.
- (3) To retain, in the discretion of the Trustee, original investments (including any stock in the bank herein named as Trustee) in which said property may be invested at the time when said property comes under the care and management of the Trustee, whether or not such investments be authorized by law for investment by trustees, guardians or administrators, and whether

or not such investments may be considered speculative or a concentration of investment.

- (4) To sell, exchange or otherwise dispose of, upon such terms as the Trustee sees fit, whenever the Trustee deems proper, from time to time, all, or any part of any securities or property under the care and management of the Trustee. The power of sale, exchange or other disposition herein granted to and conferred upon the Trustee shall include the power and authority to grant options, exercisable at any time or times in the future, to purchase any property under the care and management of the Trustee.
- (5) To make investments and reinvestments without limiting said investments or reinvestments to investments authorized by law for trustees, guardians or administrators, and such investments and reinvestments shall become a part of the Trust Estate and shall be held upon like uses and trusts as the property originally under the care and management of the Trustee.
- (6) The Trustee is hereby fully authorized, as to any stock or securities held by the Trustee under the terms of this Trust Indenture, to vote by proxy or otherwise with power of substitution, to consent to, participate in or oppose any plan of corporate reorganization, consolidation, merger or other adjustment of corporate capital funds and/or indebtedness, to deposit securities under such plan or in opposition thereto with any protective or similar committee, to delegate discretionary powers with relation thereto, to pay a proportionate or other part of the expenses incurred in any assessment levied in connection therewith, and to subscribe and pay for and to accept and to retain new securities issued under such plan.
- (7) To exercise conversion or subscription rights appurtenant to any stocks, bonds or other securities at any time held by the Trustee and to use such portion of the income and/or corpus of the property under the care and management of the Trustee, as may be necessary therefor, or in the discretion of the Trustee, to sell any such rights.
- (8) To renew any indebtedness, as well as borrow money from any source including the bank herein named as Trustee, and to secure the same by mortgaging, pledging and/or conveying any property under the care and management of the Trustee.
- (9) The bank herein named as Trustee may keep on deposit with itself, in either the commercial or savings department subject to the same rules and regulations as any other deposit, without furnishing bond or security, any cash under its care and management, whether corpus or income, awaiting investment, reinvestment or distribution-, provided, however, there shall be no liability upon the part of said bank for the payment of interest or any other charge or claim during the time any such cash is kept on deposit with itself

awaiting investment, reinvestment or distribution, except to the same extent interest shall be payable on deposits in the savings department of the said Trustee bank as to any such cash on deposit in said savings department.

- (10) To use real estate brokers, accountants attorneys and other agents, if the Trustee deems such employment necessary or desirable, and to pay reasonable compensation for their services.
- (11) The Trustee shall have full power and authority to settle, compromise and adjust any debt, obligation or claim owing to, due by, or asserted against the Trustee or the Trust Estate and to agree to any rescission or modification of any contract or agreement affecting the Trust Estate.
- (12) The Trustee shall not be required unless directed by the Settlor, to make or file any inventory or appraisal; to file any annual or other returns or report to any court; to give any bond, to secure any order or consent of any court to carry out any of the powers conferred on such Trustee, or to make any reports of any nature whatsoever to any court; but such Trustee shall furnish to Settlor at least annually a statement of receipts and disbursements.
- (13) The words "security," "securities," "investments" and "reinvestments," as used herein, are used in a general and not a limited sense and shall be construed to mean stock of all kinds and classes, investment company or trust shares, deposits in or shares of savings and loan associations, life insurance contracts, shares of and interests in mutual funds, interests in any amount in common trust funds established by the Trustee, real estate, personal property, bond, debentures, notes and any evidence of debt secured by a conveyance, transfer, assignment, or deposit of real or personal property-, and any other class of property which is usually termed as a security or investment by investors in general, unless directed otherwise as provided in this agreement.
- (14) The acquittance and receipt of Settlor, and also the acquittance and receipt of any person, firm or corporation to whom payments are made from the Trust Estate in accordance with the direction of the Committee, shall be a full acquittance and receipt to the Trustee.
- (15) The Trustee shall not be liable for any loss or depreciation in the value of the property under the care and management of the Trustee occurring by reason of the error in judgment in making any sale or investment or reinvestment, or in continuing to hold any property transferred, conveyed or turned over to the Trustee as a part of the Trust Estate or any investment or reinvestment made by the Trustee, unless it shall have failed to act in good faith or with reasonable care.

- (16) The Trustee shall have power to register any securities held by it as a part of the Trust Estate in its own name, or in the name of a nominee, with or without the addition of words indicating that such securities are held in a fiduciary capacity.
- (17) Settlor expressly provides that the Trustee shall not be required to secure the order of any court in any transaction, that those dealing with the Trustee shall be under no obligation to see to the application of the proceeds of any transaction, and that the execution of any instrument by the Trustee shall be conclusive evidence to those dealing with the Trustee of the Trustee's right so to act.
- (18) The bank herein named as Trustee shall include any successor bank or trust company or any bank or trust company with which it may be consolidated or into which it may be merged.

ARTICLE VII.

Settlor reserves the right at any time and from time to time, without the consent of any person, to revoke the Trust hereby created in whole or in part, to change the terms hereof, and/or to withdraw the whole or any part of the Trust Estate, by delivering to the Trustee at least thirty (30) days' written notice of Settlor's intention to so revoke, change or withdraw', provided, however, that the terms of this Indenture of Trust may not be changed by Settlor in such manner as to increase the obligations, or alter the rates of the compensation, of the Trustee, without its written consent.

ARTICLE VIII.

Settlor has contemporaneously entered into a written agreement with Trustee with reference to the compensation to be received by it for acting as Trustee, and Settlor hereby fixes the compensation of said bank as Trustee as set forth in said written agreement.

ARTICLE IX.

The Trustee shall have the right to resign as Trustee hereunder at any time by delivering to Settlor at least thirty (30) days' written notice of such resignation.

ARTICLE X.

The Ranger Memorial Foundation is deemed to include any successor corporation or organization with which it's combined or into which it is merged. If, for any reason, The Ranger Memorial Foundation shall cease to exist and shall have no successor organization, the Trustee shall distribute the assets of the Trust Estate to such charity or charities as the last Board of Trustees of Settlor shall direct, or in the absence of any such

direction, the Trustee shall distribute the Trust Estate to the various constituent Ranger organizations, share and share alike.

ARTICLE XI.

Settlor declares that the construction, regulation, validity and effect of this Indenture and the Trust created hereunder shall be determined in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Settlor and Trustee have hereunto caused their respective corporate names to be signed and their respective corporate seals to be affixed by their respective duly authorized officers, in duplicate originals, with one original being delivered to each party hereto the day and year first above written.

The Ranger Memorial Foundation

By: President

Attest: Secretary "Settlor"

Signed, sealed, attested and delivered
by "Settlor" in Muscogee County, Georgia,
in the presence of:

Notary Public, Muscogee County, Georgia

Sun Trust Bank of West Georgia, N.A.

By: Vice President & Trust Officer

Attest: Trust Officer "Trustee"

Signed, sealed, attested and delivered
by "Trustee" in Muscogee County, Georgia,
in the presence of:

Notary Public, Muscogee County, Georgia