

**The Georgia Community Trust
Amended and Restated Master Trust Agreement**

Ridgeview Institute, Inc., a Georgia nonprofit corporation, and the undersigned trustees hereby execute this amended and restated Master Trust Agreement, amending and restating the Master Trust Agreement executed December 30th, 1997, and restated March 3, 1998, November 10, 1998 and June 6, 2000, wherein the Settlor transferred and conveyed to the Trustees certain property, in trust, for the purpose of creating a charitable trust to benefit disabled persons, and the Trustees hereby accept such property and agree to hold, invest and use same, together with other property contributed to this trust and acceptable to the trustees, for the benefit of disabled persons under the terms and conditions set forth below, this the 1st day of October, 2002. Agreement shall be for the creation of the Georgia Community Trust I and the Georgia Community Trust II. All provisions shall apply to both trusts unless specifically provided otherwise.

Article One

Purposes

The purposes of this trust are:

- A. To establish, manage and maintain a supplemental fund pursuant to Title 30, Chapter 10 of the Official Code of Georgia and 42 U.S.C. 1396p, amended August, 1993.
- B. To provide for the welfare of disabled persons.
- C. To provide trustees for disabled persons at less expense than for-profit and government organizations and with special attention to the needs of the disabled.

Article Two

Definitions

As used in this instrument, the following words shall have the following meaning:

- A. "Advisory Co-Trustee" shall mean the representative appointed by the Donor, as described in Article Four hereof and in O.C.G.A § 30-10-2 (3) and 30-10-6(3), to advise the Board of Trustees on the needs of the Life Beneficiary.

B. "Beneficiary" shall mean an individual receiving any benefit resulting from distributions by the Trust, including Life Beneficiaries.

C. "Board of Trustees" shall mean the initial trustees and their successors appointed from time to time, acting as a group.

D. "Donor" shall mean the person or persons donating assets for the benefit of a specific Life Beneficiary or other persons or entities donating assets to the Trust.

E. "Joinder Agreement" shall mean an instrument of which the primary purpose is the transfer of assets to the Trust for the benefit of a particular Life Beneficiary.

F. "Life Beneficiary" shall mean the disabled beneficiary designated by a Donor to receive supplemental benefits for life.

G. "Settlor" shall mean the Ridgeview Institute, Inc, a Georgia non-profit corporation and its successors. In the event the Settlor should cease to exist without the designation of a successor, the Board of Trustees shall assume all duties and powers of the Settlor.

H. "Sub-account" shall mean the account and share of the pooled fund established on behalf of a Life Beneficiary.

I. "Successor Trust" shall mean the trust account described in Article Seven hereof which will receive remainder interests of Life Beneficiaries.

J. "Supplemental Benefits" shall mean benefits with supplement rather than supplant those benefits for which a Beneficiary may be otherwise eligible including, without limitation, medical, dental, diagnostic, nursing, rehabilitation, differentials between shared and private rooms, travel, companionship, educational and cultural expenses.

K. "Trustee" shall mean a member of the Board of Trustees.

L. "Trust" shall mean The Georgia Community Trust created by this instrument.

Article Three

Board of Trustees

A. The trustees shall be organized as a board of not less than three individuals, appointed by the Settlor to fixed terms assigned pursuant to the bylaws of the Board of

Trustees. The Settlor hereby appoints the following individuals as Trustees:

Robert M. Fink, Ridgeview Institute, Inc.;

Ira Cavallo, Georgia ARC/Network;

Elizabeth English, Easter Seals of Southwest Georgia;

Ruthann P. Lacey, Attorney at Law;

Frank Murphy, EP Foundation for Education, Inc.

George Olsen, J.C. Bradford & Co.;

David P. Pollan, Attorney at Law;

Theresa Prestwood, Childkind;

A. F. Specht, Jr., Community Health Charities of Georgia

Cynthia A. Wainscott; and

Lynn M. Wilson, Ridgeview Institute.

B. Individuals shall be appointed to the Board of Trustees by the Settlor from among nominations submitted by the following Supporting Organizations: Easter Seals of Southwest Georgia, Georgia ARC/Network, Mental Health Association of Georgia, Mental Health Association of Metropolitan Atlanta, Ridgeview Institute and other such organizations as the Settlor may designate.

C. The Board of Trustees shall operate pursuant to bylaws adopted by two-thirds vote of the members and approved by the Settlor. The members of the Board of Trustees shall receive no compensation for services rendered, but may be reimbursed for expenses associated with their service on the Board of Trustees.

D. No Trustee, co-trustee, successor co-trustee, or successor trustee shall at any time be liable for any mistake of law or fact, or of both law and fact, or errors of judgment, or for any loss sustained by a community trust, or by any Life Beneficiary, or by any other person, except through actual fraud or willful misconduct on the part of such trustee, co-trustee, successor co-trustee, or successor trustee. The Trustees, co-trustees, successor co-trustees, and successor trustees shall have the full protection of limited liability afforded under O.C.G.A. § 30-10-8. The Trustees shall be indemnified and held harmless by the Trust to the greatest extent allowed by law from any and all damages, claims or other detriment arising from or connected with their service hereunder.

E. The Trustees of Trust I and Trust II shall be the same.

Article Four

Life Beneficiaries, Advisory Co-Trustees and State Claims

A. The Board of Trustees may accept property designated for the lifetime benefit of specific individuals who are impaired within the meaning of O.C.G.A. §30-10-2 (5) and who are disabled as defined in 42 U.S.C. 1382c (a) (3). Such property shall be invested in a pooled fund, but separate Sub-accounts shall be maintained for each Life Beneficiary. Income of the pooled fund shall be allocated to the Sub-accounts on a pro-rata basis. Life Beneficiaries, or their respective Advisory Co-Trustees, shall be furnished an accounting of their share of the pooled fund at least annually.

B. Each Donor shall designate a representative to serve as "Advisory Co-trustee" within the meaning of O.C.G.A. § 30-10-2 (3) and the limitations of O.C.G.A. § 13-10-6. The Advisory Co-trustees shall have no authority over the management or administration of the trust and shall have no authority to require distributions, but shall act solely in an advisory capacity to the Board of Trustees on the needs of the Life Beneficiaries. In the event of a donation otherwise acceptable to the Board of Trustees, but without the designation of an Advisory Co-Trustee, or when an Advisory Co-Trustee fails to serve or ceases to serve and no successor has been designated by the Donor, the Board of Trustees may appoint an Advisory Co-Trustee.

C. All Sub-accounts funded with assets which belong to the Life Beneficiary shall, after the death of the Life Beneficiary, be subject to the claims of states having provided medical assistance to the extent that the remainder assets in the Sub-account at the death of the Life Beneficiary are not retained by the Trust in the Successor Trust, as required by 42 U.S.C. 1396p.

D. All Life Beneficiaries of this Trust must be disabled, as defined in 42 U.S.C. 1382c (a) (3), at the time their Sub-account is created. If a Life Beneficiary has not been determined to meet this requirement by an appropriate state or federal authority, the Trustees may make such determination at the time a Joinder Agreement or other transfer instrument is presented. The Trustees may rely on the advice of others in making such determinations.

Article Five

Distributions

A. All distributions from this trust shall be subject to the requirement that they supplement rather than supplant those government benefits to which the Life Beneficiary is eligible. Such supplemental benefits may include, without limitation, medical, dental,

diagnostic, nursing, rehabilitation, differentials between shared and private rooms, travel, companionship, educational and cultural expenses.

B. This is a discretionary trust and all distributions shall be made in the sole, complete and absolute discretion of the Board of Trustees based on their knowledge, their judgement as to the interests of the Beneficiaries, the requirements of this instrument and applicable laws and regulations. There shall be no obligation of support by the Trustees of a Beneficiary.

C. No part of the income or corpus of this trust shall be transferred, conveyed or assigned and shall not be subject to the claims of any creditors of any Beneficiary or Donor and the Board of Trustees shall not be bound to respect any attempt by a Beneficiary or Donor to transfer, convey or assign an interest in either the income or corpus of this trust, except as required with respect to state reimbursement claims recognized herein.

Article Six

Joinder Agreements, Revocation and Withdrawal

Each donation for the benefit of a Life Beneficiary shall be made pursuant to a Joinder Agreement or other transfer instrument acceptable to the Board of Trustees.

A. All Joinder Agreements must incorporate this Agreement by reference and shall be consistent with the provisions of Title 30, Chapter 10 of the Official Code of Georgia.

B. All Joinder Agreements or other transfer instruments conveying assets shall be irrevocable.

C. All Joinder Agreements or other transfer instruments conveying assets belonging to the Life Beneficiary or the spouse of the Life Beneficiary shall be subject to the provisions of 42 U.S.C. 1396p (d)(4)(C). Sub-accounts representing assets which belonged to a Life Beneficiary, or the spouse of the Life Beneficiary may only be withdrawn by the Co-Trustee if they are distributed by the Trust to another trust which requires the reimbursement of states for medical assistance, as provided in 42 U.S.C. 1396p (d) (4).

D. Upon approval by the Board of Trustees for reasonable cause shown, the Co-Trustees of Sub-accounts which were funded with assets that did not belong to the Life Beneficiary or spouse of a Life Beneficiary, may withdraw the assets from the Trust only if the funds are distributed by the Trust to another Trust qualified under Title 30, Chapter 10 of the Official Code of Georgia and 42 U.S.C. 1396p, amended August, 1993.

E. The Donor may re-acquire the property contributed by the substituting of other property of equivalent value.

F. The Remainder Beneficiary designated by the Third Party Donor, may withdraw during each year the lesser amount of the annual exclusion for gift tax purposes or the value of the assets transferred to the Trust by the Third Party Donor during that year, if so designated in the Joinder Agreement.

Article Seven

Remainder Interests and Successor Trusts

A. At the death of a Life Beneficiary, unless otherwise provided in the applicable Joinder Agreement or other transfer instrument, the remaining funds in the account of the Life Beneficiary shall be retained by the Trustees in a separate account meeting the requirements of O.C.G.A. § 30-10-2 (7), which account shall be known as the Successor Trust.

B. Where the Donor has designated Remainder Beneficiaries, the assets remaining in the applicable Sub-account at the death of the Life Beneficiary shall be distributed to the designated remainder beneficiaries, except that if the Life Beneficiary owned the assets donated to the Sub-account the state reimbursement provisions of the U.S.C. 1396p(d)(4)(C) shall have priority.

C. The Trustees of the Successor Trust shall be the same as the Board of Trustees and shall operate pursuant to this instrument and the Bylaws adopted by the Board of Trustees.

D. The Board of Trustees shall hold, invest and use the assets of the Successor Trust to support the Trust and to benefit indigent Georgians who are impaired within the meaning of O.C.G.A. §30-10-2 (5) or who are disabled as defined in 42 U.S.C. 1382c (a) (3).

E. Except for the state reimbursement provisions of 42 U.S.C. 1396p(d)(4), distributions at the death of a Life Beneficiary shall be made in accordance with the provisions of the applicable Joinder Agreement or other transfer instrument. Where no final remainder beneficiary is designated in a Joinder Agreement or other transfer instrument, the remainder shall become part of the Successor Trust.

F. Donations to the Trust which are not designated for the benefit of a specific Life Beneficiary or other charitable purpose, shall become part of the Successor Trust.

Article Eight

Fees

- A. Fees for the operation of the trust shall be as set forth in the applicable Joinder Agreements or as provided by Georgia Law.
- B. The Board of Trustees may accept donations for operating expenses and for other purposes.
- C. The Board of Trustees may borrow for the purpose of meeting operating expenses, but may not pledge or otherwise encumber the accounts of the Life Beneficiaries.
- D. The Board of Trustees may charge fees to Donors for the establishment and renewal of a Sub-account.

Article Nine

Investment Advisors and Fund Managers

The Trust shall at all times engage as an investment advisor, investment manager or co-trustee, either (1) a bank organized under the laws of the United States, or (2) a bank or trust company organized and supervised under the laws of any state of the United States, or (3) an investment company registered under the Investment Company Act of 1940, as now or hereafter amended, or an insurance company licensed to do business in this state.

Article Ten

Selection of Trust

The Donor may select Trust I or Trust II, or a combination of both trusts. The two trusts only differ in their investments.

Trust I may invest in equity mutual funds and bond mutual funds recommended by the Investment Advisor, and money market accounts to provide available cash.

Trust II may invest in certificates of deposits of national banks, U.S. Government obligations and money market accounts of national banks.

Article Eleven

Miscellaneous

- A. Each prospective Donor shall be furnished written disclosures which fully and fairly describe the operation of the pooled investment funds.

B. Each person soliciting donations or gifts to the Trust is either a volunteer or a person who is employed in the overall fund raising activities of the Trust and no solicitor of donations or gifts to the Trust may be compensated by commission or other special compensation based on the amount of donations or gifts transferred to the Trust.

C. The Settlor, Ridgeview Institute, Inc., shall receive no benefit hereunder other than for services rendered to specific individuals as provided in O.C.G.A. § 30-10-6 (c) or to receive distributions as a remainder beneficiary if so provided in a Joinder Agreement or other transfer instrument.

D. Headings used in this instrument are for the sole purpose of locating provisions and shall not be used in construing this instrument or ascertaining the intentions of the Settlor.

Article Twelve

Amendments

This instrument may be amended from time to time by the Settlor, acting alone, for the purpose of complying with applicable laws and regulations and to further the purposes for which this trust is established. There shall be no amendments which (i) render revocable previously irrevocable donations; (ii) cause the Trust to fail to comply with the applicable provisions of 42 U.S.C. 1396p or Title 30, chapter 10 of the Official Code of Georgia; (iii) change the duties or obligations of the Trustees without their consent; or (iv) abandon the basic purposes or objectives of the Trust.

Article Thirteen

Powers of the Trustee

A. In the management, care and disposition of this trust, the Trustees and their co-trustees and successors in office, shall have the right and the power to do all things and execute such instruments as they may deem necessary or proper, including all the rights, powers and immunities set forth in Official Code of Georgia Annotated Section 53-12-232, as amended, and the following special additional rights, powers and immunities, all of which shall be exercised in a manner as may be fair and equitable under the circumstances, without order of or report to any court:

(1) To sell, exchange or otherwise dispose of any property at any time held under this agreement, at public or private sale, for cash or on terms, without advertisement, including the right to lease for any term notwithstanding the period of the

trust, and to grant options to buy for any period including a period beyond the duration of the trust;

(2) To invest all monies in such stocks, bonds, securities, investment company or trust shares, mortgages, notes, choses in action, real estate, improvements thereon, and other property as the Trustees may deem best without regard to any law or regulation now or hereafter in force limiting investments of fiduciaries or the fact that a security is purchased from an underwriting syndicate that includes a corporate Co-Trustee or an affiliate or that the security was underwritten by such a syndicate and is purchased from a member of that syndicate;

(3) To retain for investment any property or choses in action contributed by a Donor, including any stock in any corporate Co-Trustee or in a parent or affiliate company of any corporate Co-Trustee or in a company whose stock any corporate Co-Trustee or its parent or affiliate holds as an asset, either individually or in a fiduciary capacity;

(4) To vote in person or by proxy any corporate stock or other security and to agree to or take any other action in regard to any reorganization, merger, consolidation, liquidation, bankruptcy or other procedure or proceeding affecting any stock, bond, note or other property;

(5) To employ real estate brokers, accountants and other agents, if such employment be deemed necessary, and to pay reasonable compensation for their services;

(6) To compromise, settle or adjust any claim or demand by or against the Trust and to agree to any rescission or modification of any contract or agreement affecting the trust;

(7) To renew any indebtedness, as well as to borrow money, and to secure the same by mortgaging, pledging or conveying any property of the trust or trust, including the power to borrow from the Settlor or others at a reasonable rate of interest;

(8) To retain and carry on any business in which a Donor may contribute an interest, to acquire additional interests in any such business, to agree to the liquidation in kind of any corporation in which it may have an interest and to carry on the business thereof, to join with other owners in adopting any form of management for any business or property in which the trust may have an interest, to become or remain a partner, general or limited, in regard to any such business or property, to incorporate any such business or property and to hold the stock or other securities as an investment, and to employ agents and confer on them authority to manage and operate such business,

property or corporation, without liability for the acts of any such agent or for any loss, liability or indebtedness of such business if the management is selected or retained with reasonable care;

(9) To register any stock, bond, or other security in the name of a nominee, and use nationally recognized depositories, without the addition of words indicating that such security is held in a fiduciary capacity; but accurate records shall be maintained showing that such security is a trust asset and the Trustee shall be responsible for the acts of such nominee.

(10) To pay from the Trust all charges which the Trustees deem necessary or appropriate to comply with laws regulating environmental conditions and to remedy or ameliorate any such conditions which adversely affect such trust, and to pay any liabilities, fines or penalties incurred on account of such conditions, other than any such charges which are directly caused by its own gross negligence or willful misconduct, and to apportion all of such charges among the Sub-accounts of the Life Beneficiaries in such manner as the Trustee deems fair, prudent and equitable under all of the circumstances.

(11) To hold in a separate account donations in kind until liquidated at the discretion of the Trustees. Assets derived from such liquidation may be allocated to the applicable Sub-account of a Life Beneficiary or to the Successor Trust.

B. The Trustees shall not be subject to the active supervision of a court and shall not be required to file any inventory or appraisal or any annual or other returns or reports to any court or to give bond, but shall furnish a statement of receipts and disbursements at least annually to each person then entitled to benefits from this trust.

C. The Trustee shall have discretion to determine whether items should be charged or credited to income or principal or allocated between income and principal as the Trustee may deem equitable and fair under all the circumstances, including the power to amortize or fail to amortize any part or all of the profit resulting from the maturity or sale of any asset, whether purchased at a premium or at a discount, as income or principal or apportion the same between income and principal, to apportion the sales price of any asset between income and principal, to treat any dividend or other distribution on any investment as income or principal or apportion the same between income and principal, to charge any expense against income or principal or apportion the same, and to provide or fail to provide a reasonable reserve against depreciation or obsolescence all as the Trustee may reasonably deem equitable and just under all the circumstances.

D. The Trustee shall be authorized to make any election permitted by any tax law.

E. The Settlor may appoint corporate co-trustees and compensate same from the income of the Sub-accounts of the Life Beneficiaries, from the income and corpus of the Successor Trust and from any other assets not allocated to the Sub-account of a Life Beneficiary.

F. Distributions of remainder interests to persons under 21 may be made to custodians under the Georgia Transfers to Minors Act, or other similar laws, or to guardians of the property of such remainder beneficiary, at the discretion of the Trustees.

G. The costs and expenses of defending the Trust, the Trustees or employees or agents of the Trust or Trustees, from any claims, legal or equitable, may, in the sole discretion of the Board of Trustees, be charged on a pro-rata basis to the Sub-accounts; only to the Sub-accounts which the Board of Trustees determine in their sole discretion to be affected by the claims; or to the Successor Trust.

H. Any tax liability associated with a particular Sub-account shall be charged to such account if paid by the Trust.

I. The Trustees may, but are not required, to seek government or other benefits on behalf of a Life Beneficiary, but the Trust shall not be liable, under any circumstances, for failure to identify or secure benefits or resources under any circumstances.

J. The Trustees may invest the assets of the Trust, including the Sub-accounts, in property not producing income, including without limitation, assets held for the use, benefit or treatment of one or more beneficiaries. Non-income producing assets shall not be considered in determining the pro rata share of income attributable to the Sub-accounts of Life Beneficiaries.

K. The Trustees shall have the power to invade and expend corpus for the purpose of supplementing the government and other benefits available to Beneficiaries.

Article Fourteen

Termination and Dissolution

A. The Settlor and the initial Trustees intend this Trust to be a perpetual charitable institution. However, they also recognize that the laws and practices of our culture may change with time. Therefor, if the Settlor determines for any reason that it is not in the best interest of the Beneficiaries to continue this Trust, including without

limitation a determination that the assets of the Sub-accounts or the Successor Trust may be or become liable for the basic support of a Beneficiary who would otherwise be eligible for government or other benefits, then the Trust may be terminated and dissolved, and the assets distributed according to the provisions of this Article.

B. Upon the termination or dissolution of this Trust for any reason, the assets of the Successor Trust and any other assets not credited to the account of a Life Beneficiary, must be distributed to an organization or organizations which meet the requirements of IRC § 501(c)(3) and which have as their basic purpose the support of the welfare of disabled persons.

C. Upon the termination or dissolution of this Trust for any reason, the assets of the Sub-accounts of Life Beneficiaries which were funded with assets which belonged to the Life Beneficiary, must either: (i) be distributed to a Trust of which the Life Beneficiary is the sole lifetime beneficiary, which provides Supplemental Benefits only, and which is specifically obligated to enforce both the state reimbursement provisions of 42 U.S.C. 1396p (d) (4) and the interests of any Final Remainder Beneficiaries listed in the applicable Joinder Agreement, if any.

D. Upon the termination or dissolution of this Trust for any reason, the assets of Sub-accounts which were funded solely with assets which did not belong to the Life Beneficiary, must be distributed to a Trust of which the Life Beneficiary will be the sole lifetime beneficiary, which requires that the assets be used to provide Supplemental Benefits only and which recognizes the rights of Final Remainder Beneficiaries listed in the Joinder Agreement, if any.

IN WITNESS WHEREOF, the settlor has caused this instrument to be executed by its duly appointed officer the date first written above.

Ridgeview Institute, Inc.

Signed, sealed and delivered in our presence, this 3rd day of October, 2002.

By: [Signature]
Robert M. Fink, its President

[Signature]
Unofficial Witness

Attest: _____

[Signature]
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

ACCEPTED by the undersigned Trustees:

Signed, sealed and delivered in our presence, this 11th day of OCT., 2002.

[Signature] (Seal)
Ira Cavallo, Trustee

[Signature]
Unofficial Witness

[Signature]
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

Signed, sealed and delivered in our presence, this 17th day of October, 2002.

[Signature] (Seal)
Elizabeth M. English, Trustee

[Signature]
Unofficial Witness

[Signature]
Notary Public



Signatures continued on the next page.

The Georgia Community Trust
Master Trust Agreement
Amended and Restated October 1, 2002.
Signatures continued from the previous page.

ACCEPTED by the undersigned Trustees:

Signed, sealed and delivered
in our presence, this 30th day
of October, 2002.



Robert M. Fink, Trustee (Seal)

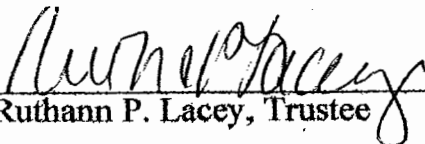


Unofficial Witness

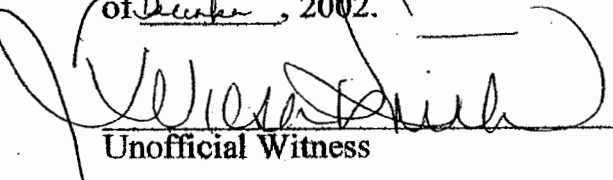


Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

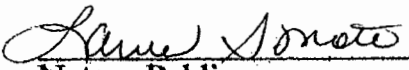
Signed, sealed and delivered
in our presence, this 12th day
of December, 2002.



Ruthann P. Lacey, Trustee (Seal)

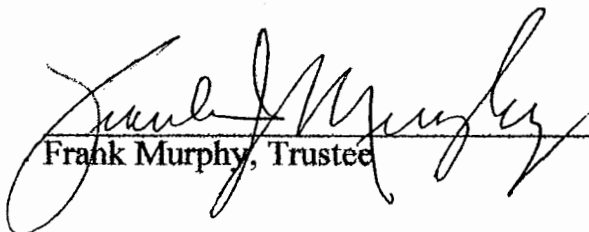


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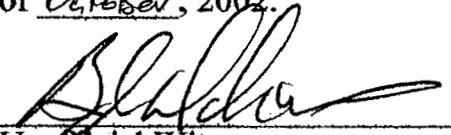


Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006


Signed, sealed and delivered
in our presence, this 30 day
of October, 2002.



Frank Murphy, Trustee (Seal)



Unofficial Witness



Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

Signatures continued on the next page.

The Georgia Community Trust
Master Trust Agreement
Amended and Restated October 1, 2002.
Signatures continued from the previous page.

ACCEPTED by the undersigned Trustees:

Signed, sealed and delivered
in our presence, this 30 day
of October, 2002.

George Olsen (Seal)
George Olsen, Trustee

Jerry R. Puck
Unofficial Witness

Michael A. Harlow
Notary Public



Signed, sealed and delivered
in our presence, this 11th day
of November, 2002.

David P. Pollan (Seal)
David P. Pollan, Trustee

Nancy M. Sparks
Unofficial Witness

Lauren Mote
Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

Signed, sealed and delivered
in our presence, this 29 day
of October 2002.

Theresa Prestwood (Seal)
Theresa Prestwood, Trustee

Lauren Mote
Unofficial Witness

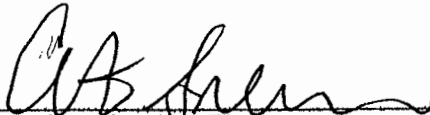
Juanita Jeyner
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires December 26, 2004

Signatures continued on the next page.


The Georgia Community Trust
Master Trust Agreement
Amended and Restated October 1, 2002.
Signatures continued from the previous page.

ACCEPTED by the undersigned Trustees:

Signed, sealed and delivered
in our presence, this 29th day
of October, 2002.



A.F. Specht, Jr., Trustee (Seal)

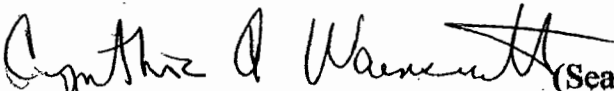


Unofficial Witness

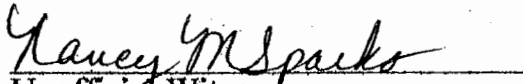


Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

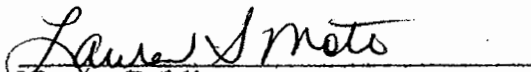
Signed, sealed and delivered
in our presence, this 1st day
of December, 2002.



Cynthia A. Wainscott, Trustee (Seal)



Unofficial Witness



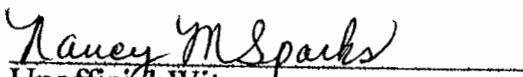
Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

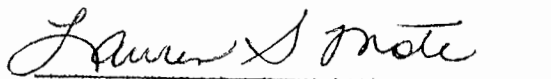
Signed, sealed and delivered
in our presence, this 29th day
of October, 2002.



Lynn M. Wilson, Trustee (Seal)



Unofficial Witness



Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires March 3, 2006

-END-