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JOHN H. ISAKSON AND DIANNE D. ISAKSON 2012 BLIND TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Trust") made and entered into as of this 1st day of April 2012, among JOHN H. ISAKSON ("Johnny") and DIANNE D. ISAKSON ("Dianne"), whose home address is Marietta, Georgia 30068, hereinafter called the "Grantors," and COMERICA BANK & TRUST, NATIONAL ASSOCIATION, whose business address is 130 S. Franklin Street, Rocky Mount, North Carolina 27804, hereinafter called the "Trustee." The term "Interested Party" as used in the Trust means the Grantors, their children, and their representatives.

WITNESSETH

Johnny is a United States Senator for the State of Georgia, and Dianne is his wife. To avoid any conflict of interest, or appearance of any such conflict, which may arise from Johnny's duties and powers in such office and any other office to which Johnny may subsequently be appointed to the extent provided for by section 102(f)(4)(A) of the Ethics in Government Act of 1978 (Pub. L. 95-521, as amended) (hereinafter referred to as the "Act"), the Grantors hereby create a trust to be administered in accordance with the requirements of the Act, which shall become effective on the date this agreement bears.

The Trustee is an eligible person, as specified in Section 102(f)(3)(A) of the Act, who meets the requirements of such section.

Grantors, therefore, as tenants-in-common, hereby deliver to the Trustee, and the Trustee hereby acknowledges receipt of, the property listed in the annexed Schedule A, subject to the provisions of this Trust and the Act, and other applicable Federal laws.

The primary purpose of this Trust is to entrust to the Trustee decisions as to when and to what extent the original assets of the Trust are to be sold or disposed of and in what investments the proceeds of sale are to be reinvested, without any participation in, or knowledge of, such decisions by any Interested Party. Accordingly, the Grantors and the Trustee agree as follows:

**FIRST:**

(A) This Trust shall terminate upon the first to occur of the following --  
(1) Johnny ceasing for any reason to serve as a U.S. Senator and in any other position to which he may have been subsequently appointed or elected in the Federal Government and Grantor thereafter giving Trustee written notice directing that this Trust be terminated; or (2) Johnny's death or incompetence. The period between the date of this agreement and the termination of the Trust shall be called the "Trust Term".

(B) Notwithstanding Paragraph (A) of this Article FIRST, this Trust agreement may in addition be terminated through revocation by either Grantor.

**SECOND:** The Trustee shall administer this trust in accordance with the requirements

of the Act and, in the exercise of its authority and discretion to manage

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and control the assets of this Trust shall not consult or notify any Interested Party.

**THIRD:**

- (A) Each asset listed in the annexed Schedule A is free of any restriction with respect to its transfer or sale, except as fully described in such Schedule A, and none of the assets listed are prohibited by any law or regulation.
- (B) During the Trust Term, the Interested Parties shall not pledge, mortgage, or otherwise encumber their interests in the property held in trust hereunder.

**FOURTH:**

The Trustee shall not knowingly or negligently disclose to the public or to any Interested Party any information as to the acquisition, retention, or disposition of any particular securities or other Trust property; except that, the Trustee shall promptly notify the Grantors, the U.S. Senate Select Committee on Ethics, and the Secretary of the Senate, Office of Public Records when the holdings of a particular asset transferred to the Trust by any Interested Party have been completely disposed of or when the value of that asset becomes less than \$1,000.

**FIFTH:**  
The income tax return of the Trust shall be prepared by the Trustee or its designee, and such return and any information relating thereto (other than the Trust income summarized in appropriate categories necessary to complete an Interested Party's tax return), shall not be disclosed to the public or to any Interested Party. To effectuate the provisions of this Article FIFTH, the Trustee shall use its best efforts to provide the Interested Party or an accountant designated by the Interested Party, promptly after the close of each calendar quarter during the Trust Term, with that information concerning the Trust, including information on income, expenses, capital gains and capital losses, which is necessary for the Interested Party to prepare and file tax returns (and pay quarterly tax estimates) required by the laws of the United States and the laws of any State, district or political subdivision; provided however, that in no event shall the Trustee disclose publicly or to any Interested Party any information whatsoever which might identify the securities or other property which comprise the assets of the Trust or identify the securities or other property which have been sold from the assets of the Trust.

**SIXTH:**  
An Interested Party shall not receive any report on the holdings and sources of income of the Trust other than provided by Article FOURTH of this trust; except that the Trustee shall -

- (A) Make quarterly reports of the total cash value of such Interested Party's interest in the Trust,
- (B) Report the net income or loss of the Trust and make other reports necessary to enable the Interested Party to complete an individual tax

return required by law (in accordance with Article FIFTH of this Trust), and

(C) Provide an annual report for purposes of section 102(a)(1) and section 102(d)(1) of the Act and Senate Rule 34 of the aggregate amount of the Trust's value and income attributable to the beneficial interest in the Trust of such Interested Party, categorized in accordance with the provisions of such sections and Rule.

**SEVENTH:**

There shall be no direct or indirect communication between an Interested Party and the Trustee with respect to the Trust unless --

- (A) It relates to a request for a distribution from the Trust of cash or other unspecified assets of the trust, or
- (B) The communication is in writing and is filed by the person initiating the communication at the office of the U.S. Senate Select Committee on Ethics within five days of the communication, and it relates only --

- (1) To the general financial interest and needs of the Interested Party (including, but not limited to, an interest in maximizing income or long-term capital gain),
- (2) To the notification of the Trustee of a law or regulation subsequently applicable to the reporting individual which prohibits the Interested Party from holding an asset, which notification directs that the asset not be held by the Trust, or
- (3) To directions to the Trustee to sell all of an asset initially placed in the Trust by the Grantors that, in the determination of one of the Grantors, creates a conflict of interest or the appearance thereof due to the subsequent assumption of duties by one of the Grantors (but any such direction is not required).

**EIGHTH:**

The Interested Parties shall not take any action to obtain, and shall take appropriate action to avoid receiving, information with respect to the holdings of, and the sources of income of, the Trust, including obtaining a copy of any Trust tax return filed by the Trustee or any information relating thereto, except for the reports and information specified in Article SIXTH of this Trust.

**NINTH:**

The Trustee shall not knowingly and willfully, or negligently --

- (A) Disclose any information to any Interested Party with respect to this Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust,

(B) Acquire any holding the ownership of which is prohibited by, or not in accordance with the terms of, this Trust, including the acceptance of any contribution in cash or in kind to the trust from individuals other than the Grantors,

(C) Solicit advice from any Interested Party with respect to this Trust, which solicitation is prohibited by any provision or requirement of Title I of the Act or this Trust, or

(D) Fail to file any document required by Title I of the Act.

**TENTH:**

The Grantors shall not knowingly and willfully, or negligently --

(A) Solicit or receive any information with respect to this Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust, or

(B) Fail to file any document required by Title I of the Act.

**ELEVENTH:**

In accordance with Article FIFTH, Trustee shall distribute to Grantors an amount of cash requested by Grantors that the Grantors' accountant estimates to be sufficient to pay taxes incurred by the Grantors on the income of the Trust from time to time. Such distribution shall be made to Grantors after Trustee or Trustee's accountant communicates in writing with Grantors' accountant as to how much cash should be distributed. The U.S. Senate Select Committee on Ethics shall first approve any written communication between Trustee or Trustee's accountant and Grantors' accountant. Nothing in this Article ELEVENTH shall limit Trustee's ability to distribute assets to Grantors in accordance with Article TWELFTH(K).

**TWELFTH:**

In addition to the rights, duties, and powers conferred upon the Trustee by case law or statute in the State of Georgia, including but not limited to those provided in Section 53-12-261 of the Official Code of Georgia Annotated, as now or hereafter amended, so long as any such case law or statute is not in conflict with anything to the contrary anywhere in this Trust agreement or in Section 102(f)(2)-(7) of the Act as now or hereafter provided, the Trustee shall have the following powers, rights, and discretion with respect to any Trust property held by it hereunder:

(A) To sell, exchange, or otherwise dispose of the property in such manner and upon such terms as the Trustee in its sole discretion shall deem appropriate;

(B) Except as limited by specific enumeration in this Trust agreement or subsequent notification pursuant to Article SEVENTH, paragraph (B)(2), to invest and reinvest the principal and any undistributed income, in property of any kind;

- (C) Except as limited by specific enumeration in this Trust agreement, to participate in any reorganization, consolidation, merger, or dissolution of any corporation having stocks, bonds or other securities which may be held at any time, to receive and hold any property which may be allocated or distributed to it by reason of participation in any such reorganization, consolidation, merger, or dissolution;
- (D) To exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary, or otherwise, with respect thereto;
- (E) To elect, appoint, and remove directors of any corporation, the stock of which shall constitute Trust property, and to act through its nominee as a director or officer of any such corporation;
- (F) Except as limited by specific enumeration in this Trust agreement, to manage, control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, mortgage, grant a security interest in, pledge, pool, or otherwise encumber and deal with the property of this Trust for Trust purposes and in behalf of the Trust to the same extent and with the same powers that any individual would have with respect to his own property and funds (but such actions may not take into account any interests of an Interested Party or other individual outside of those interests held by the Trust);
- (G) To register any property belonging to the Trust in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery;
- (H) To abandon, settle, compromise, extend, renew, modify, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims shall increase or decrease the assets held under this Trust agreement;
- (I) To determine whether or to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income, provided that such adjustments shall not conflict with well-settled rules for the determination of principal and income adjustments, or the Uniform Principal and Income Act, if in effect in the State of Georgia;
- (J) To determine whether or not to amortize bonds purchased at a premium;
- (K) Except to the extent otherwise expressly provided in this Trust agreement, to make distributions to or at the request of an Interested Party

in kind or in cash or partly in each and for such purposes to fix, insofar as legally permissible, the value of any property;

(L) To pay investment advisors employed by the Trustee to assist it in the investment of the Trust's assets, such sums as the Trustee deems to be reasonable compensation for the services rendered by such persons, consistent with annexed Schedule C. Such persons may rely upon and execute the written instructions of the Trustee, and shall not be obliged to inquire into the propriety thereof;

(M) No person may be employed or consulted by the Trustee to assist it in any capacity in the administration of the Trust or the management and control of Trust assets, including investment counsel, investment advisers, accountants, and those engaged for assistance in preparation of tax returns, unless --

(1) if any such employment or consultation is known to any Interested Party, the person is a signatory to this Trust instrument as a party, subject to the prior approval of the U.S. Senate Select Committee on Ethics,

(2) such person, under all the facts and circumstances, would be determined to be independent of any Interested Party with respect to the trust arrangement pursuant to the requirements of 102(f)(3)(A)(ii),

(3) such person is instructed by the Trustee to make no disclosure to the public or to any Interested Party which might identify the securities or other property which comprise the assets of the Trust or identify securities or other property which have been sold from the assets of the Trust, or of any other information which may not be disclosed by the Trustee, and

(4) such person is instructed by the Trustee to have no direct communication with any Interested Party, and that any indirect communication with an Interested Party shall be made only through the Trustee pursuant to Article SEVENTH of this Trust;

(5) except as specifically limited in this Trust agreement, to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not otherwise specifically mentioned in this Article TWELFTH, with relation to any such Trust property, as if the Trustee were the absolute owner thereof, and in connection therewith to make, execute, and deliver any instruments and to enter into any covenants or agreements binding the Trust.

(N) In addition to investments otherwise authorized by this Trust Agreement, the Trustee and any investment advisors retained by the Trustee are authorized to invest in the following investments:

(1) registered investment companies (mutual funds) which are offered, managed or to which services are provided by the Trustee or its affiliates, and the Trustee or its affiliates are compensated by such mutual funds for such services.

(2) common trust funds maintained by the Trustee or an affiliate of the Trustee.

(3) (a) securities and instruments of deposit, or other property distributed, underwritten or issued by the Trustee or its affiliates, or sold as an agent by the Trustee or its affiliates, wherein the Trustee or an affiliate is compensated therefor and such compensation shall be in addition to the Trustee's compensation hereunder, for such securities, instruments of deposit, or other property distributed, underwritten or issued by the Trustee or its affiliates, or sold as an agent by the Trustee or its affiliates.

(b) to the extent that the Trust is invested in securities issued by the Trustee or its affiliates, and such securities have voting rights, the voting of such security shall be directed by the investment advisor who has the authority to direct the purchase or retention of such securities.

(4) private investment funds or pools, whether in the form of a limited partnership, limited liability company, corporation, trust or other form of private investment funds, including (but not by way of limitation) private investment funds sponsored, organized, managed, administered, advised or privately placed by the Trustee and entities and persons affiliated with or related to the Trustee and in which other fiduciary accounts managed by the Trustee or its affiliates may also invest. The Grantors acknowledge that the Trustee and entities and persons affiliated with or related to the Trustee may receive fees including but not limited to performance fees and incentive fees based on the amount of assets invested in the private investment funds, expense reimbursements, profit allocations and other payments from private investment funds of which the Trustee and its affiliates and related persons may serve as a general partner, manager, or other service provider. The Trustee and entities and persons affiliated with or related to the Trustee are hereby authorized to receive and retain fees, expense reimbursements, profit allocations and other payments from such private funds in which any assets of this Trust is invested, without any offset or reduction in fees paid by this trust to the Trustee. The Grantors further acknowledge that investments in private investment funds contain inherent risks including the possible loss of principal invested, are speculative in nature, are illiquid, and are not guaranteed as to either principal or income by the Trustee or entities and persons affiliated with or related to the Trustee.

With respect to any of the above investments, the Trustee or its affiliates will be compensated (directly or indirectly) as it would be in comparable transactions in which an affiliate were not involved and such compensation shall be in addition to the compensation of the Trustee, as Trustee of the Trust.

(O) The Trustee is hereby authorized to invest and manage the funds of the Trust as a prudent investor would, in light of the purposes, terms, distribution requirements and other circumstances of the Trust. The Trustee is specifically authorized to employ agents, brokers, custodians, investment counsel and investment managers, specifically including Morgan Stanley Smith Barney, to delegate to them the discretionary authority to make purchases and sales of any investments otherwise authorized to the Trustees.

**THIRTEENTH:** The Trustee shall be held harmless from and shall not at any time be held liable for any action taken or not taken or for any loss or depreciation of the value of any property held in the Trust except for the Trustee's negligence, misconduct, lack of good faith or failure to comply with any of the terms of this Trust agreement and its duties hereunder. The Trustee shall be liable for all costs and expenses incurred by the Grantors due to or as a result of the Trustee's breach of any of the Trustee's duties or responsibilities hereunder. No successor Trustee shall be required to inquire into or audit the acts or doings of any predecessor Trustees or to make any claim against any such predecessor Trustee.

**FOURTEENTH:** No Trustee hereunder shall be required, in any jurisdiction, to furnish any bond or other security, or to obtain the approval of any court before applying, distributing, selling, or otherwise dealing with property and no Trustee shall be required to make any inventory, appraisement, return or report to any court created under the laws of the State of Georgia at any time or for any purpose.

**FIFTEENTH:** Except as provided in Article SIXTH of this Trust, the Trustee shall make no accounting to the Grantors until the date of termination of this Trust, and, at such time, it shall be required to make full and proper accounting and turn over to the Grantors all assets of the Trust then held by the said Trustee.

**SIXTEENTH:** The Trustee shall be compensated in accordance with the table in the annexed Schedule B.

**SEVENTEENTH:** The Trustee (and any substitute or successor) shall have the right, by a duly acknowledged instrument delivered to the Grantors to resign as Trustee in which event the Grantors shall designate and appoint a substitute or successor Trustee (subject to the prior written approval of the

U.S. Senate Select Committee on Ethics) in its place and stead, which shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee.

**EIGHTEENTH:** Any amendment of the terms of this Trust agreement, including the appointment of a substitute or successor Trustee, shall require the prior written approval of the U.S. Senate Select Committee on Ethics, upon a showing of necessity and appropriateness unless it relates to the testamentary provisions of this trust. Any such substitute or successor Trustee shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee.

**NINETEENTH:** Upon termination of this Trust, the Trustee shall promptly distribute all of the assets of the Trust, net of any then unpaid fees due or thereafter owing to the Trustees or its investment advisor and the entire remainder of the Trust's assets shall be distributed equally to the Grantors if both are then living; provided, if one of the Grantors is not then living, then one-half (50%) of the Trust assets shall be distributed to the executor(s) of the deceased Grantor's probate estate and the other half (50%) of the Trust assets shall be distributed to the living Grantor; provided, further, that if both of the Grantors are not then living then one-half (50%) of the Trust assets shall be distributed to the executor(s) of one of the deceased Grantor's probate estate and the other half (50%) of the Trust assets shall be distributed to the executor(s) of the other deceased Grantor's probate estate.

**TWENTIETH:** This Trust may be executed in counterparts, each of which shall constitute one and the same instrument. Signatures provided by facsimile or electronic transmission in "pdf" or equivalent format shall be deemed to be original signatures.

The validity, construction, and administration of this Trust shall be governed by the Act (and regulations thereunder) and the laws of the State of Georgia.

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Signature Page  
to the John H. Isakson and Dianne D. Isakson 2012 Blind Trust Agreement,  
dated April 1, 2012

Dated this 30 day of MARCH, 2012.

  
JOHN H. ISAKSON, Co-Grantor

  
DIANNE D. ISAKSON, Co-Grantor

ACKNOWLEDGEMENT  
State of: Georgia

County of: Fulton

On this 30th day of March, 2012, before me personally appeared John H. Isakson and Dianne D. Isakson, who proved to me on the basis of satisfactory evidence to be the persons who executed the ~~the instrument~~ instrument in his/her personal or authorized capacity, and who duly acknowledged to me that ~~the execution~~ ~~the same~~ is her/her own free act and deed and made with appropriate authority. ~~the instrument~~ ~~the same~~ is her/her own free act and deed and made with appropriate authority.

My commission expires: OCTOBER 31, 2012



The above Trust is accepted, 14 day of October, 2012.

COMERICA BANK AND TRUST, N.A., Trustee

By: \_\_\_\_\_

Duly Authorized Trust Officer

Pursuant to Article TWELFTH(M)(1), the above Trust is consented to by the Grantors' current investment advisor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

MORGAN STANLEY SMITH BARNEY LLC,  
managed pursuant to the Portfolio Manager Program  
by The Hansberger Group

By: \_\_\_\_\_

Its: \_\_\_\_\_

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Signature Page  
to the John H. Isakson and Dianne D. Isakson 2012 Blind Trust Agreement,  
dated April 1, 2012

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JOHN H. ISAKSON, Co-Grantor

DIANNE D. ISAKSON, Co-Grantor

ACKNOWLEDGEMENT

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument in his/her personal or authorized capacity, and who duly acknowledged to me that the execution of the same is her/her own free act and deed and made with appropriate authority.

My commission expires: \_\_\_\_\_

Notary Public

The above Trust is accepted this 1st day of April, 2012.

COMERICA BANK AND TRUST, N.A., Trustee

By: Carol A. Cullen  
Vice President  
Duly Authorized Trust Officer

Pursuant to Article TWELFTH(M)(i), the above Trust is consented to by the Grantors' current investment advisor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

MORGAN STANLEY SMITH BARNEY LLC,  
managed pursuant to the Portfolio Manager Program  
by The Hansberger Group

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature Page  
to the John H. Isakson and Dianne D. Isakson 2012 Blind Trust Agreement,  
dated April 1, 2012

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JOHN H. ISAKSON, Co-Grantor

DIANNE D. ISAKSON, Co-Grantor

**ACKNOWLEDGEMENT**

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared  
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the  
persons who executed the foregoing instrument in his/her personal or authorized capacity, and who duly  
acknowledged to me that the execution of the same is her/her own free act and deed and made with  
appropriate authority.  
My commission expires: \_\_\_\_\_

Notary Public

The above Trust is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

COMERICA BANK AND TRUST, N.A., Trustee

By: \_\_\_\_\_

Duly Authorized Trust Officer

Pursuant to Article TWELFTH(M)(1), the above Trust is consented to by the Grantors' current  
investment advisor this 30 day of March, 2012.

MORGAN STANLEY SMITH BARNEY LLC,  
managed pursuant to the Portfolio Manager Program  
by The Hansberger Group

By: Laura Tamboutos  
Laura Tamboutos, Vice President  
Compliance Risk Officer  
Its: \_\_\_\_\_ have assented

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Schedule A

to the John H. Isakson and Dianne D. Isakson 2012 Blind Trust Agreement,  
dated April 1, 2012

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LIST OF INITIAL ASSETS TRANSFERRED BY THE  
GRANTORS IN TRUST TO THE TRUSTEE OF THE TRUST AGREEMENT

[See Attached]

## Attachment to Schedule A

			Valuation of Assets						
Symbol\CUISIP	Description	Quantity	< \$1,000	\$1,001 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$250,000	\$250,001 - \$500,000	\$500,001 - \$1,000,000
	<b>Account #1</b>								
SHAPX	CASH LEGG MASON CB APPRECIATION CL	3,420.46	X			X			
	<b>Account #2</b>								
ALXN	CASH / BANK DEPOSIT PROGRAM ALEXION PHARMACEUTICALS INC	1,496				X			
AMZN	AMAZON COM INC	333				X			
AAPL	APPLE INC	338					X		
CERN	CERNER CORP	614			X				
CMG	CHIPOTLE MEXICAN GRILL	193				X			
CMCSA	COMCAST CORP CLA	1,551			X				
DHR	DANAHER CORP DE	1,063				X			
DVA	DAVITA INC	1,511					X		
ECL	ECOLAB INC	1,260				X			
EXPD	EXPEDITORS INTL OF WASH INC	898			X				
FISV	FISERV INC	726				X			
GNC	GNC HOLDINGS INC	1,973				X			
GOOG	GOOGLE INC	133				X			
HUM	HUMANA INC	861				X			
ILMN	ILLUMINA INC	1,344				X			
IBM	INTL BUSINESS MACHINES CORP	335				X			
INTU	INTUIT INC	1,367				X			
LEN	LENNAR CORP	1,964				X			
MA	MASTERCARD INC	271					X		
PRGO	PERRIGO COMPANY	214			X				
PPS	POST PROPERTIES INC	651			X				
TROW	T ROWE PRICE GROUP INC	699			X				

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## Attachment to Schedule A

## Valuation of Assets

Symbol	CUSIP	Description	Quantity	< \$1,000	\$1,001 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$250,000	\$250,001 - \$500,000	\$500,001 - \$1,000,000
SKS		SAKS INC	4,658				X			
SBUX		STARBUCKS CORP	2,753					X		
TIF		TIFFANY & CO NEW	949				X			
UNP		UNION PACIFIC CORP	643				X			
VFC		V F CORP	523				X			
V		VISA INC COM CL A	579				X			
WFC		WELLS FARGO & CO NEW	2,062				X			
<b>Account #3</b>										
BBT		BANK DEPOSIT PROGRAM		X						
BBT		BB&T CORP	7,000					X		
SNV		SYNOVUS FINANCIAL CORP	28,671				X			
TSS		TOTAL SYSTEM SERVICES INC	17,000						X	
WFC		WELLS FARGO & CO NEW	2,787				X			
<b>Account #4</b>										
AFL		CASH / BANK DEPOSIT PROGRAM		X						
AFL		AFLAC INC	118	X						
AMLP		ALERIAN MLP ETF	874	X						
T		AT&T INC	245	X						
ABT		ABBOTT LABORATORIES	203	X						
MO		ALTRIA GROUP INC	177	X						
ADP		AUTOMATIC DATA PROCESSING INC.	131	X						
BBT		BB&T CORP	251	X						
BMY		BRISTOL MYERS SQUIBB CO	363	X						
CTL		CENTURYLINK INC	192	X						
CVX		CHEVRON CORP	104	X						
CLX		CLOROX COMPANY DE	105	X						

## Attachment to Schedule A

## Valuation of Assets

Symbol	CUSIP	Description	Quantity	< \$1,000	\$1,001 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$250,000	\$250,001 - \$500,000	\$500,001 - \$1,000,000
ABV		*** COMPANHIA DE BEBIDAS DAS	204	X						
CAG		CONAGRA FOODS INC	131		X					
COP		CONOCOPHILLIPS	77		X					
DUK		DUKE ENERGY CORP	325		X					
GIS		GENERAL MILLS INC	95		X					
GPC		GENUINE PARTS CO	83		X					
HNZ		H J HEINZ CO	64		X					
HD		HOME DEPOT INC	179		X					
INTC		INTEL CORP	571			X				
JPM		JPMORGAN CHASE & CO	212		X					
JNJ		JOHNSON & JOHNSON	212		X					
KMB		KIMBERLY CLARK CORP	67		X					
KFT		KRAFT FOODS INC CLASS A	96		X					
LEG		LEGGETT & PLATT INC	268		X					
LMT		LOCKHEED MARTIN CORP	104		X					
MAT		MATTEL INC DE	125		X					
MCD		MCDONALDS CORP	51		X					
MDT		MEDTRONIC INC	252		X					
MRK		MERCK & CO INC NEW	306		X					
MSFT		MICROSOFT CORP	505			X				
NSRGY		*** NESTLE S A SPONSORED ADR	62		X					
PAYX		PAYCHEX INC	235		X					
PEP		PEPSICO INC	211		X					
PFE		PFIZER INC	704			X				
PM		PHILIP MORRIS INTL INC	67		X					
PG		PROCTER & GAMBLE CO	42		X					
RTN		RAYTHEON COMPANY NEW	113		X					
RDSA		*** ROYAL DUTCH SHELL PLC ADR	150		X					
SO		SOUTHERN CO	174		X					
SYY		SYSCO CORP	164		X					

**Attachment to Schedule**

## Valuation of Assets

<b>Symbol/CUSIP</b>	<b>Description</b>	<b>Quantity</b>
TGT	TARGET CORP	105
TRV	TRAVELERS COMPANIES INC	120
UTX	UNITED TECHNOLOGIES CORP	106
VZ	VERIZON COMMUNICATIONS	205
WMT	WAL-MART STORES INC	114
WM	WASTE MGMT INC DEL	233

**Johnny H. Isakson IRA**

MLSAX	CASH / BANK DEPOSIT PROGRAM
JJG	ABERDEEN EQUITY LONG SHORT
RRREX	BARCLAYS BK PLC IPATH DOW
FDL	DWS RREEF REAL ESTATE SEC
FGD	FIRST TR MORNINGSTAR DIVD
FISGX	FIRST TR EXCHANGE TRADED FD II
EWZ	FRANKLIN CONVERTIBLE
EWC	ISHARES MSCI BRAZIL INDEX FUND
EWS	ISHARES MSCI CANADA INDEX
OEF	ISHARES MSCI SINGAPORE INDEX
EEM	ISHARES S&P 100 INDEX FUND
IGE	ISHARES MSCI EMERGING MKTS
IEF	S&P NORTH AMERICAN NATURAL
SHY	ISHARES BARCLAYS 7-10 YEAR
EFA	ISHARES BARCLAYS 1-3 YEAR
I00	ISHARES TR MSCI EAFE INDEX FD
IJK	ISHARES S&P GLOBAL 100 INDX FD
IWM	ISHARES TRUST S&P MIDCAP 400
IYH	ISHARES RUSSELL 2000 INDEX FD
IYK	ISHARES TRUST US HEALTHCARE
	ISHARES DOW JONES US CONSUMER

Attachment to Schedule A**Valuation of Assets**

<u>Symbol</u>	<u>CUSIP</u>	<u>Description</u>	<u>Quantity</u>	< \$1,000	\$1,001 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$250,000	\$250,001 - \$500,000	\$500,001 - \$1,000,000
WOOD		ISHARES S&P GLOBAL TIMBER &	41		X					
SHAPX		LEGG MASON CB APPRECIATION CL	3,677.72					X		
REMX		MARKET VECTORS RARE EARTH	60		X					
PFM		POWERSHARES EXCHANGE-TRADED	569		X					
DBA		POWERSHARES DB AGRICULTURE FD	58		X					
PJMYX		PUTNAM ABSOLUTE RETURN 500	2,882.56			X				
SPY		SPDR S&P 500ETF TRUST	619					X		
GLD		SPDR GOLD TR GOLD SHS	75		X					
BIK		SPDR INDEX SHS FDS	260		X					
KRE		SPDR S&P REGIONAL BANKING ETF	68		X					
MDY		SPDR S&P MIDCAP 400 ETF TR	124			X				
XLK		SELECT SECTOR SPDR	293		X					
ITAAIX		TRANSAMERICA SHORT-TERM BOND	1,324.48		X					
VYM		VANGUARD WHITEHALL FUNDS	168		X					

Schedule B  
to the John H. Isakson and Dianne D. Isakson 2012 Blind Trust Agreement,  
dated April 1, 2012

The Trustees shall be compensated as provided below for all of the duties for which it is responsible and for all services it renders under the Trust Agreement, including but not limited to the cost for securing the preparation and filing of all accounting, financial reporting and tax information contemplated hereunder and under Section 102(f)(2)-(7) of the qualified blind trust provisions of the public financial disclosure requirements of Title I of the Ethics in Government Act of 1978, as now or hereafter amended. The Trustee acknowledges its receipt of a copy of Section 102(f)(2)-(7) of the Act.

TABLE OF COMPENSATION

- A. 50 basis points per annum, prorated based on the number of days in each calendar year in which the Trustee is serving as the Trustee hereunder.
- B. No charge or fee of any kind shall be made at any time for or with respect to the receipt or disbursement of any assets under the Trust Agreement, whether upon the creation or termination of the Trust or at any time between the creation and termination of the Trust.
- C. Notwithstanding the foregoing, the Trustee's fee in the first and last years in which it is serving hereunder shall be adjusted as the Trustee determines in good faith for the costs it has or will incur for accounting, financial reporting and tax information services it is to provide hereunder with respect to such short periods of less than a full calendar year.
- D. In addition to the fees provided herein, the Trustee or its affiliates shall also be entitled to receive any payments under Rule 12.b-1 of the Investment Company Act of 1940 from any registered investment company.

The fees and expenses of the Trustee shall constitute a lien on the Trust property.

Schedule C  
to the John H. Isakson and Dianne D. Isakson 2012 Blind Trust Agreement,  
dated April 1, 2012

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Investment Advisor's Fees

The Trust's investment advisor shall be compensated as follows for its services hereunder:

[See Attached]

It is contemplated that the Trustee shall employ James C. Hansberger and the Hansberger  
Group of Morgan Stanley Smith Barney LLC as the Trust's sole investment advisor.

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The Hamburger Group  
3280 Peachtree Road, NE  
Suite 1900  
Atlanta, GA 30305  
tel 404-264-4269  
fax 404-935-9833  
toll free 800-688-6002

**Morgan Stanley  
SmithBarney**

March 30, 2012

**John H. Isakson and Dianne D. Isakson 2012 Blind Trust Agreement  
Schedule C (Fee Schedule)**

For Johnny & Dianne Isakson's account(s) held with Morgan Stanley Smith Barney, the fee schedule is presently and going forward, at a flat 1.5% on all assets.

**CERTIFICATION OF INDEPENDENCE  
OF TRUSTEE OR QUALIFIED BLIND TRUST**

John H. Isakson and Dianne D. Isakson 2012 Blind Trust

Trust Name \_\_\_\_\_

With respect to the trust of John H. Isakson and Dianne D. Isakson (Grantor) which has been submitted to the Select Committee on Ethics of the United States Senate for approval as a blind trust pursuant to § 102(f) of the Ethics in Government Act of 1978, as amended [“the Act”], the undersigned proposed Trustee of such trust, or the person in addition to the Trustee who is designated in the trust instrument as an investment adviser, or an officer or employee of the undersigned, is eligible to serve in such a capacity in accordance with § 102(f)(3)(A) of the Act:

1. The undersigned is:  
 a financial institution;  
 an attorney;  
 a certified public accountant;  
 a broker under the definition set forth in § 3(a)(4) of the Securities and Exchange Act of 1934 (15 U.S.C. 78c(a)(4)); or  
 an investment advisor who, other than with respect to his or her involvement with this trust, is generally involved in his or her role as such an advisor in the management or control of trusts.
2. The undersigned and any other entity designated in the trust instrument to perform fiduciary duties:
  - (a) Is independent of and not associated with any interested party so that the trustee or other person cannot be controlled or influenced in the administration of the trust by any interested party (an “interested party” is defined in § 102(f)(3)(E) of the Act);
  - (b) Is not and has not been an employee of or affiliated with any interested party and is not a partner of, or involved in any joint venture or other investment with, any interested party; and
  - (c) Is not a relative of any interested party (a “relative” is defined in § 109(l)(6) of the Act).
3. The undersigned certifies that any officer or employee of the undersigned person or entity who is involved in the management or control of the trust:
  - (a) Is independent of and not associated with any interested party so that such officer or employee cannot be controlled or influenced in the administration of the trust by any interested party;
  - (b) Is not a partner of, or involved in any joint venture or other investment with, any interested party; and
  - (c) Is not a relative of any interested party.

Certified by *John H. Isakson* Date *April 1, 2012*

Name of Trustee Comerica Bank & Trust, N.A.

Address 130 S. Franklin Street

Rocky Mount, North Carolina 27804