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W.E. DAVIS CH. CLK.

The STRONG Family Trust

ARTICLE 1

BK 69 PG 227
W.E. DAVIS CH. CLK.
by B Cleveland

Declaration and Instrument of Trust
(This is a Grantor Trust)

1.1 With this instrument, CHARLES R. STRONG and ELIZABETH A. STRONG, husband and wife, as settlors, declare the establishment of a revocable living trust by delivering to the trustee without consideration the property described hereinafter as the "Trust Estate." The term "settlor" refers to one or both settlors. As a reference, the following information applies:

1) Name of Trust: The STRONG Family Trust
2) Date established: 8-19-94
3) Settlors/Trustees: CHARLES R. STRONG and/or ELIZABETH A. STRONG
4) Children Living: CONSTANCE LYNN CHAMBERS
   CYNTHIA JOYCE JARRETT
   ROBERT ANDREW STRONG
   CHARLES BERTRAND STRONG
5) Children Deceased: None
6) Lifetime Beneficiaries: CHARLES R. STRONG and ELIZABETH A. STRONG
7) Remainder Beneficiary(ies): CONSTANCE LYNN CHAMBERS,
   CYNTHIA JOYCE JARRETT,
   ROBERT ANDREW STRONG, and
   CHARLES BERTRAND STRONG.

1.2 If the settlors transfer property to the trust which they own together as tenants by the entireties or as joint tenants with right of survivorship, it shall be deemed that the settlors first severed the tenancy by the entireties or joint tenancy and then that each settlor solely and independently conveyed his or her separate, undivided one-half (1/2) interest in such property to the trust. All of such property shall be separately administered within the trust estate and shall be called the "JOINTLY HELD TRUST ESTATE." Each settlor shall have a one-half (1/2) interest in the jointly held trust estate. Either settlor's separate property which is transferred to the trust shall be called the "SEPARATE TRUST ESTATE" with reference to the contributing settlor.

1.3 The words "child," "children," "descendant," or "descendants," as used in this trust shall be deemed to include persons born or legally adopted during or after the lifetime of the settlors.

1.4 The words "trustee" and "successor trustee" are considered to be identical, i.e. when a "successor trustee" assumes the duties of a "trustee," the descriptive term "successor" may be eliminated without adverse impact.

ARTICLE 2

Administration of the Trust
While Both Settlors Are Living

2.1 While CHARLES R. STRONG and ELIZABETH A. STRONG are both living, the trustee shall hold, administer, and distribute the trust as directed in this Article.

2.2 The trustee shall distribute such part or all of the net income and principal of the jointly held trust estate to or for the benefit of both of the settlors, equally and jointly, to provide for their health, maintenance, and support in their accustomed manner of living. Any net income of the jointly held trust estate earned during a calendar year which is not distributed as provided in this paragraph during that calendar year or the first sixty-five (65) days of the next succeeding calendar year shall be added to the principal of the jointly held trust estate.

2.3 The trustee shall pay over to each settlor so much or all of the principal and net income of the separate trust estate of that settlor as may be needed in the sole discretion of the trustee to provide for the health, maintenance, and support of that settlor in his or her accustomed manner of living, taking into consideration other sources of income and support available to that settlor and known to the trustee, including the income of the jointly held trust estate. However, the trustee may not use distributions to a settlor from that settlor's separate trust estate to satisfy, in whole or in part, the legal obligation of anyone to support that settlor (except to the extent that the other sources available for the support of that settlor are inadequate to provide for the health, maintenance, and support of that settlor in his or her accustomed manner of living). Any net income of a separate trust estate which is not distributed as provided in this paragraph shall be added to the principal of that separate trust estate.

2.4 Either settlor may withdraw all or any part of the principal or income of the jointly held trust estate or may revoke the provisions of this trust which apply to the jointly held trust estate any time by written document delivered to the trustee or within the Minutes of Trust. Upon such withdrawal or revocation by one or both of the settlors, the trustee shall deliver to both settlors the portion of the jointly held trust estate which is being withdrawn or the entire jointly held trust estate if the jointly held trust estate provisions have been revoked. The property which is distributed to the settlors pursuant to a withdrawal or revocation under this paragraph shall be distributed to them either as tenants by the entireties or as joint tenants with right of survivorship, as the Trustee deems appropriate.

2.5 Each settlor may withdraw all or any part of the principal or income of his or her separate trust estate or may revoke the provisions of this trust which apply to his or her separate trust estate at any time by written document delivered to the trustee or within the Minutes of Trust. Upon such withdrawal or revocation, the Trustee shall promptly deliver to such withdrawing or revoking settlor the principal and accumulated income of the settlor's separate

trust estate if such settlor has revoked the provisions of this trust concerning his or her separate trust estate.

2.6 The settlors, acting together, may at any time amend any of the terms of this trust by a written document delivered to the trustee or by including such amendment in the Minutes of Trust. Without the trustee's consent, the duties and liabilities of the trustee and the trustee's compensation shall not be changed by amendment. The trustee need not abide by the terms of an amendment until the trustee receives actual notice of the amendment and its provisions.

2.7 The powers to revoke or amend this trust or any part of this trust are personal to the settlors, and no guardian, conservator, or other person acting for either of the settlors may exercise them.

2.8 Either settlor may direct in the Minutes of Trust that property included in his or her separate trust estate or in his or her interest in the jointly held trust estate shall be added to the separate trust estate of the other settlor.

ARTICLE 3

Trust Allocation After First Spouse's Death

3.1 The first settlor to die shall be the "deceased spouse," and the living settlor, the "surviving spouse."

3.2 If CHARLES R. STRONG and ELIZABETH A. STRONG die under such circumstances as to render it difficult or impracticable to determine who predeceased the other, then the trustee shall conclusively presume that CHARLES R. STRONG predeceased ELIZABETH A. STRONG.

3.3 The trustee may, in the trustee's reasonable discretion, pay from the trust estate the deceased spouse's debts, last illness and funeral costs, and expenses of administration for this trust and the deceased spouse's probate estate. The trustee may allocate the payment of the deceased spouse's debts to the deceased spouse's interest in the jointly held trust estate and the deceased spouse's separate trust estate as the trustee determines using reasonable discretion. However, the trustee shall further allocate jointly owed debts between the deceased spouse's and surviving spouse's trust interest in the trust estate according to Mississippi law in effect at the deceased spouse's date of death.

3.4 The trustee shall allocate the surviving spouse's interest in the jointly held trust estate and the surviving spouse's separate trust estate to the STRONG Surviving Spouse "A" Trust at the deceased spouse's death.

3.5 The trustee shall allocate the following gifts from the remainder of the deceased spouse's interest in the jointly held trust estate and the deceased spouse's separate trust estate:

(1) To the STRONG Family Bypass "C" Trust, a general pecuniary gift equal to the largest amount that can pass free of federal estate tax, after allowance of all other deductions, by reason of the allowable unified credit and state death tax credit (provided this latter credit does not increase the state death taxes paid) reduced by the sum of (a) the federal estate tax value of all other gifts passing under this instrument and outside this instrument included in the deceased spouse's gross taxable estate but not qualified as federal estate tax marital or charitable deduction gifts; and (b) all debts, administration expenses, and charges to principal not allowed or utilized as federal estate tax deductions;

(2) To the STRONG Marital Appointment "B" Trust, the remainder of the deceased spouse's jointly held trust estate and separate trust estate.

The trustee may fund the STRONG Family Bypass "C" Trust in cash or in kind, or partly in each, with assets allocated in kind valued at their dates of distribution net values. The deceased spouse recognizes and confirms that the ultimate value of the trust estate and trustee actions and elections may result in variable funding of these gifts.

3.6 In computing the interrelated exemption-marital gifts, the trustee shall disregard all assets that would disqualify the marital deduction. In all other respects, the trustee shall have the sole discretion to select the assets that will constitute the marital gift. In exercising that discretion, the trustee shall consider the tax advantages and disadvantages of allocating to the marital gift the following:

(1) Assets not qualifying for the marital deduction;

(2) Assets qualifying for the federal estate tax foreign death taxes credit;

(3) Securities qualifying for Internal Revenue Code capital gain corporate stock redemption, unless they exceed the maximum number of shares qualifying for such redemption;

(4) Assets qualifying as Internal Revenue Code income in respect of decedent;

(5) United States Treasury bonds eligible for redemption at par as payment of federal estate taxes; and

(6) Unmatured life insurance policies.

Additionally, the trustee shall allocate to the exemption equivalent gift that amount of any retirement, profit-sharing, or death benefit plan excluded from federal estate taxes.
Also, the trustee shall charge and pay from the exemption equivalent gift to the extent of reasonably available assets:

(1) All death taxes payable from such gift; and

(2) All debts and expenses of administration deducted against fiduciary income.

Further, the trustee may or may not fund all trusts pro rata with insurance proceeds, retirement plan distributions, or other contract payments that are paid to the trustee, unless the beneficiary designations specifically earmark a particular trust.

3.7 The value of the property disclaimed shall not be taken into account in funding the marital trust.

3.8 The deceased spouse directs the trustee to charge and collect all federal death taxes for assets passing under this trust, under the deceased spouse's will, and outside the deceased spouse's will or trust from those persons sharing in the deceased spouse's taxable estate in accordance with Mississippi law provisions for death tax apportionment and allocation. However, as three exceptions, the deceased spouse directs the trustee to pay from the exemption equivalent gift, without apportionment among the beneficiaries, (1) all federal death taxes chargeable to any assets passing under or outside this trust or the deceased spouse's will constituting federal estate tax marital deduction gifts; (2) all federal death taxes chargeable to any family allowance; and (3) all federal death taxes chargeable to any gift under this trust or the deceased spouse's will designated as "free of all death taxes." The deceased spouse recognizes and confirms that such statutes provide that if a beneficiary's gift contributes to the taxable estate, the beneficiary must pay a proportionate share of the tax calculated at the average tax rate. Further, the deceased spouse directs that all state death taxes shall be charged and collected in the same manner as the federal death taxes and not as a probate administration expense. To the extent other assets are available, the trustee shall not use any qualified retirement plan distribution excluded from federal estate tax under the Internal Revenue Code to pay taxes, debts, or other charges enforceable against the deceased spouse's estate.

3.9 At the deceased spouse's death, in order not to jeopardize the surviving spouse's opportunity to effect a disclaimer of the deceased spouse's property passing to the Marital Appointment "B" Trust, the trustee shall delay funding the Marital Appointment "B" Trust until the earlier of (1) the expiration of the maximum period under the Internal Revenue Code permitted for disclaimer; or (2) the filing by or on behalf of the surviving spouse with the trustee of a written waiver of the disclaimer right. The trustee shall accumulate all income of the deceased spouse's property in a segregated subaccount of the trust estate, and the trustee shall not distribute any principal to the surviving spouse. Upon the occurrence of the earlier of these three events, the trustee shall make the distribution or divisions as if it had taken place at the prescribed time absent this paragraph, and all beneficiary rights in these trust assets shall accrue and vest as of the prescribed time.

3.10 The following provisions regarding revocation and amendment shall apply after the allocation of the trust estate.

(1) The surviving spouse may revoke and amend the STRONG Surviving Spouse "A" Trust.

(2) All other trusts created by this instrument shall become irrevocable and nonamendable.

ARTICLE 4

The STRONG Surviving Spouse "A" Trust

4.1 The trustee shall hold, administer, and distribute all property allocated to the STRONG Surviving Spouse "A" Trust as follows:

Income Beneficiary - Surviving Spouse
Principal Beneficiary - Surviving Spouse

4.2 At any time during the surviving spouse's life at annual or more frequent intervals, the trustee shall distribute all or any part of the trust, including accrued income and undistributed income, to one or more persons and entities, including the surviving spouse or the surviving spouse's estate, and on such terms and conditions, either outright or in trust, as the surviving spouse shall direct by either (1) an acknowledged document that specifically refers to this power of appointment, or (2) by a valid will that specifically refers to this power of appointment. Undistributed income shall remain trust accounting income from year to year, continually subject to this general power of appointment. At the surviving spouse's death, the trustee shall add any accrued and undistributed income not distributed by this general power of appointment to principal. The trustee, at the surviving spouse's death, shall then distribute this accrued and undistributed income as principal, first according to the exercise by the surviving spouse of any general or special deathtime power of appointment over principal, then secondly according to the distribution provisions below.

4.3 The trustee shall pay to or for the income beneficiary as much of the net income as the trustee considers necessary for the income beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the income beneficiary's accustomed manner of living. The trustee shall add to principal any net income not so distributed.

4.4 If the income is determined to be insufficient by the trustee, the trustee may pay to or for the principal beneficiary as much of the principal as is reasonably necessary for the principal beneficiary's health, education, support, comfort, welfare, or happiness to maintain at a minimum the principal beneficiary's accustomed manner of living.

4.5 The trustee, in making distributions with reasonable discretion, may consider any other income or resources of the beneficiary known to the trustee and reasonably available.

4.6 On the death of the surviving spouse, the trustee shall distribute the remainder, if any, of the trust, including accrued income and undistributed income to such one or more persons or entities, including the surviving spouse's estate, and on such terms and conditions, either outright, in trust, or by creating further powers of appointment as the surviving spouse shall appoint by a valid instrument or lifetime document that was executed after the deceased spouse's death and specifically refers to this power of appointment. If the surviving spouse does not effectively appoint all the trust estate, the trustee shall distribute such property according to the distribution provisions below.

At the surviving spouse's death, the trustee shall distribute any remaining principal according to the STRONG Family Bypass "C" Trust distribution provisions.

4.7 At the surviving spouse's death, the trustee, in the trustee's reasonable discretion, may pay the expenses of the surviving spouse's last illness and funeral, other obligations incurred for the surviving spouse's support, and any estate or inheritance taxes arising by reason of the surviving spouse's death from either income or principal of this trust to the extent they have not been specifically appointed, unless other adequate provisions exist.

4.8 The surviving spouse directs the trustee and the surviving spouse's executor to charge and collect all federal death taxes for assets passing under the surviving spouse's will and outside the surviving spouse's will from those persons sharing in the federal taxable estate in accordance with Mississippi law provisions for death tax apportionment and allocation. Further, the surviving spouse directs the trustee to charge and collect all state death taxes in the same manner as the federal death taxes and not as probate administration expenses. These tax directions shall not apply to any gift passing under the surviving spouse's will or under this trust designated as "free of all death taxes," and the trustee shall pay all such death taxes from the remainder of the trust estate without apportionment among the beneficiaries.

4.9 If the surviving spouse's taxable estate includes the value of property to which Section 2044 of the Internal Revenue Code applies, the surviving spouse's executor and trustee shall have discretion to recover or not to recover from the person or persons receiving that property as much of the amount that the surviving spouse's estate is entitled to recover under Section 2207A of the Internal Revenue Code as they consider appropriate.

ARTICLE 5

The STRONG Marital Appointment "B" Trust

5.1 The trustee shall hold, administer, and distribute all property allocated to the STRONG Marital Appointment "B" Trust as follows:

Income beneficiary - Surviving Spouse
Principal beneficiary - Surviving Spouse

5.2 At any time during the surviving spouse's life at annual or more frequent intervals, the trustee shall distribute all or any part of the accrued income and undistributed income to one or more persons and entities, including the surviving spouse or the surviving spouse's estate, and on such terms and conditions, either outright or in trust, as the surviving spouse shall direct by either (1) an acknowledged document that specifically refers to this power of appointment, or (2) by a valid will that specifically refers to this power of appointment. At the surviving spouse's death, the trustee shall add any accrued and undistributed income not distributed by this general power of appointment to principal. The trustee, at the surviving spouse's death, shall then distribute this accrued and undistributed income as principal.

5.3 The trustee shall pay to or for the income beneficiary all of the net income.

5.4 The settlor authorizes the trustee, in the trustee's absolute discretion, to make or not make the election provided by section 2056(b)(7)(B)(v) of the Internal Revenue Code to treat all or a portion of the Marital B Trust as qualified terminable interest property for the purpose of qualifying all or a specific portion of the trust for the federal estate tax marital deduction. The settlor recognizes that if the trustee does not make such an election, the Marital B Trust will not qualify for such marital deduction. In exercising such discretion, the trustee may consider all relevant factors, including the potential benefits and detriments of reducing the federal estate tax on the settlor's trust estate and increasing such tax on the estate of the surviving spouse as well as the potential benefits of eliminating from the surviving spouse's gross estate such appreciation in value of the marital deduction share as may occur after the settlor's death and before the surviving spouse's death. This discretion of the trustee shall be absolute, notwithstanding any beneficial or adverse effect the making or not making of this election may have on the settlor's estate, the surviving spouse's estate, or the beneficiaries of these estates. The trustee shall not incur personal liability for exercising or not exercising this election, and the settlor's estate shall hold the trustee harmless against all claims with regard to the election. This election supersedes the marital deduction intention stated below, with such instructions applying only when the trustee does elect marital deduction qualification.

5.5 If the income proves insufficient, as determined by the trustee, the trustee shall pay to or for the principal beneficiary as much of the principal as is necessary for the principal beneficiary's health, education, or support to maintain the principal beneficiary's accustomed manner of living.

5.6 The trustee using reasonable discretion in making distributions may consider any other income or resources of the beneficiary, known to the trustee and reasonably available.

5.7 If the surviving spouse effectively disclaims all of the surviving spouse's beneficial interest in all or any portion of this trust, the trust shall be distributed by the trustee, or that portion of the trust corresponding to the disclaimed interest, according to the STRONG Family Bypass "C" Trust.

5.8 At the surviving spouse's death, the successor trustee shall distribute any remaining principal according to the STRONG Family Bypass "C" Trust distribution provisions.

5.9 The deceased spouse intends that this marital trust qualify for the marital deduction provisions of the Internal Revenue Code. Therefore, the deceased spouse directs that the trustee not take any action or exercise any power that will impair the marital deduction. Further, the deceased spouse specifically directs that the following provisions apply to the marital trust, notwithstanding contrary provisions in this instrument:

(1) The surviving spouse, by written instrument delivered to the trustee, shall have the right to direct the trustee to convert any non-income-producing property, including life insurance policies, to income-producing property, and the trustee shall comply with any such direction within a reasonable time after its receipt;

(2) The trustee shall determine all matters with respect to what is principal and income and the apportionment and allocation of receipts and expenses by the provisions of Mississippi law from time to time existing and shall establish reserves for depreciation and depletion. When such law is silent, the trustee, in the trustee's reasonable discretion, shall determine the characterization and allocation;

(3) For all bonds purchased at a discount, the trustee shall, at least annually, accumulate and pay each discount as interest if necessary from principal or the sale or redemption proceeds;

(4) The surviving spouse shall have the right to continue to occupy any real property free of rent in which the trust holds an interest and which the settlors used regularly or occasionally as a residence or vacation home at the time of the deceased spouse's death. However, the surviving spouse, in the surviving spouse's discretion, may direct the trustee to sell any such property and replace it with another residence. The trustee shall pay such portion of the mortgage or trust deed payments, property taxes, assessments, insurance, maintenance, and ordinary repairs on all such property as is proportional to the interest in such property held in the trust.

(5) If the trustee redeems treasury bonds at par to pay a settlor's federal estate tax liability, the trustee shall consider any accrued interest on such bonds in calculating the payment of income from the marital trust to the surviving spouse.

(6) If the trustee does not elect to treat all of the property in the Marital Trust as Qualified Terminable Interest Property, then the Trustee shall pay from the assets of the portion of the Marital Trust that is not treated as Qualified Terminable Interest Property that amount by which the total of all federal estate and state estate or inheritance taxes attributable to the deceased spouse's estate exceeds the total of such taxes that would have been attributable to the deceased spouse's estate had the election to qualify been made with respect to all of the Marital Trust.

5.10 Subject to the provisions of paragraph E below, the following provisions shall apply to the Marital Trust only if the surviving spouse is not a citizen of the United States at the time of the deceased spouse's death. In that event, the following provisions apply notwithstanding any contrary provisions that might otherwise apply:

A. At all times during the existence of this Marital Trust at least one trustee, referred to in this trust as the Citizen Trustee, must be a citizen of the United States or a domestic corporation. No distribution for this trust may be made without the approval of the Citizen Trustee. Notwithstanding the foregoing, if the surviving spouse becomes a citizen of the United States after the deceased spouse's death, then, at the election of the surviving spouse by written notice to the then acting trustee, the surviving spouse shall become the sole trustee in place of the then acting trustee or shall become a cotrustee in place of a then acting cotrustee designated in such notice.

B. The Marital Trust shall at all times meet such requirements as the Internal Revenue Service may by regulations prescribe to ensure the collection of any tax imposed by IRC section 2056A(b). In that connection, the trustee shall have authority to take such action as may be necessary to comply with such regulations.

C. The trustee or the person deemed to be the executor for purposes of IRC sections 2056A(a)(4) and 2056(d)(2) shall make an election as required by law so as to cause IRC section 2056A(a) to apply to the Marital Trust.

D. It is the settlors' intention and desire that in the event the surviving spouse is not a citizen of the United States at the time of the deceased spouse's death, the Marital Trust shall qualify for the federal estate tax marital deduction, notwithstanding IRC section 2056(d)(1), by satisfying the requirements for a Qualified Domestic Trust as defined in IRC section 2056A(a). If any additional provisions of this trust agreement require amendment to carry out this intention, the trust agreement shall be deemed to include such amendments.

E. Notwithstanding the foregoing, the provisions of this clause shall have no force or effect if, before the deceased spouse's death, IRC section 2056 is amended so that the surviving spouse's status of not being a citizen of the United States at the time of the deceased spouse's death disqualifies the deceased spouse's estate from the federal estate tax marital deduction.

ARTICLE 6

The STRONG Family Bypass "C" Trust

6.1 Introduction: The trustee shall hold, administer, and distribute all property allocated to the STRONG Family Bypass "C" Trust as follows.

Income beneficiary - Surviving Spouse

Principal beneficiaries - Class composed of the surviving spouse as primary beneficiary and CONSTANCE LYNN CHAMBERS, CYNTHIA JOYCE JARRETT, ROBERT ANDREW STRONG, and CHARLES BERTRAND STRONG.

6.2 The trustee shall pay to or for the income beneficiary as much of the net income as is necessary for the income beneficiary's health, education, or support to maintain the income beneficiary's accustomed manner of living. The trustee shall add to principal any net income not so distributed.

6.3 If the income proves insufficient, as determined by the trustee, the trustee shall pay to or for the income beneficiary as much of the principal as is necessary for the income beneficiary's health, education, or support to maintain the income beneficiary's accustomed manner of living.

6.4 In making distributions, the trustee, in its reasonable discretion, (1) may consider any other income or resources of the beneficiary, including the beneficiary's ability to obtain gainful employment and the obligation of others to support the beneficiary, known to the trustee and reasonably available for the purposes stated here; (2) may pay more to or apply more for some beneficiaries than others and may make payments to or applications of benefits for one or more beneficiaries to the exclusion of others; (3) may consider the value of the trust assets, the relative needs, both present and future, of each member of the beneficiary class, and the tax consequences to the trust and to any beneficiary; and (4) shall charge distributions of income and principal against the entire trust estate and not against the share of the individual beneficiary to whom or for whom the distribution was made.

6.5 If the surviving spouse effectively disclaims all of the surviving spouse's beneficial interest in all or any portion of this trust, the trustee shall distribute the trust, or that portion of the trust corresponding to the disclaimed interest, according to the distribution provisions below.

6.6 At the surviving spouse's death, the trustee shall distribute the remaining trust estate in equal shares to the settlors' children, namely, CONSTANCE LYNN CHAMBERS, CYNTHIA JOYCE JARRETT, ROBERT ANDREW STRONG, and CHARLES BERTRAND STRONG, if they survive the surviving spouse. Provided, that if any of the said named children should predecease the surviving spouse, the share of the trust estate that would have been distributed to such predeceased child shall be distributed in equal shares to the settlors' other said named children.

If no descendants survive the settlors, the trustee shall give half the remainder to the deceased spouse's heirs and half to the surviving spouse's heirs, their identities and shares to be determined under Mississippi law in effect on the date of execution of this instrument relating to succession of separate property that was not acquired from a parent, grandparent, or previously deceased spouse.

ARTICLE 7

Office of Trustee

7.1 For all trusts hereunder, the trustee and successor trustee shall be those persons named below. Each successor trustee shall serve in the order designated if the prior trustee fails to qualify or ceases to act. If one of the two original trustees cease to act for any reason including incapacity, the remaining original trustee shall continue to act as trustee of all trusts hereunder. If both of the original trustees cease to act for any reason including incapacity, the successor trustee shall act as trustee of all trusts hereunder. Incapacity of a trustee shall include, but not be limited to, being the subject of a written opinion by two attending licensed physicians that the person is not capable of managing his or her financial affairs.

Trustee - CHARLES R. STRONG and/or ELIZABETH A. STRONG
Successor Trustee - First: ROBERT ANDREW STRONG
Successor Trustee - Second: CONSTANCE LYNN CHAMBERS
Successor Trustee - Third: CYNTHIA JOYCE JARRETT

7.2 Any trustee, sole, co-trustee, or special may appoint a co-trustee, individual or corporate. If the appointing trustee ceases to act, the appointed co-trustee may also exercise this power. Such appointments shall supersede any successor trustee designated in this instrument.

7.3 Any co-trustee may allocate duties between those serving by a written agreement and concurrence by a majority of the adult income and principal beneficiaries. After such delegation, any one trustee may unilaterally revoke such delegation at will and without cause by written notice to the other trustees and adult income and principal beneficiaries. For example, the trustee may exercise this power to delegate several actions for bank and securities brokerage transactions.

7.4 If all designated trustees fail to qualify or cease to act, a court of competent jurisdiction shall appoint a trustee or co-trustees, individual or corporate, after consideration of the preference of the current income beneficiaries of the trust.

7.5 Any trustee may resign at any time from any trust under this instrument. The resigning trustee shall give written notice of the resignation by personal delivery or registered mail to all current income beneficiaries. The resignation shall be effective on the qualification of a designated successor trustee. The designated successor trustee shall act as trustee on acceptance of the appointment.

7.6 If any individual trustee is unable to carry out his or her duties as trustee because of illness, disability, or any other reason, the designated successor trustee may act as co-trustee during any such incapacity. In determining the disability of the individual trustee, the successor trustee may rely on written statements from two licensed physicians who have examined the trustee. In the absence of such a statement, the successor trustee shall petition the court having

jurisdiction over this trust for authority to proceed as successor trustee. The successor trustee shall incur no liability to any beneficiary of the trust or to the replaced trustee as a result of any action taken under this provision.

7.7 The individual trustee shall have the power to delegate temporarily to the co-trustee or successor trustee all or any of his or her powers during temporary vacation periods or other absences from the State of Mississippi. The individual trustee shall exercise this power of delegation by written notice to the co-trustee specifying the powers delegated. This delegation shall terminate on delivery of written notice by the individual trustee to the co-trustee of termination of delegation. The individual trustee shall incur no liability to any beneficiary of the trust estate as a result of any actions taken or not taken within the scope of delegation during the period of delegation.

7.8 If, after consultation with each other, the trustees are unable to agree regarding any matter affecting the administration or distribution of the trust estate, the decision of the individual trustee shall govern. The individual trustee shall advise the corporate trustee in writing of its decision. The corporate trustee shall comply with any decision of the individual trustee and shall not be liable to any person for the actions of the trustees under their decision.

7.9 Any action taken by a majority of the trustees in office shall be binding on this trust, and third parties may rely on such action. The nonconsenting trustees shall not be liable for actions of the majority.

7.10 The individual trustee may pay itself reasonable compensation from the trust estate during each calendar year for all ordinary services and reasonable additional compensation for any extraordinary services, all without court order. If the individual trustee serves less than a full calendar year, the individual trustee shall prorate the annual compensation.

7.11 The corporate trustee shall pay itself according to the corporate trustee's published fee schedule in effect from time to time.

7.12 The corporate trustee shall make periodic reviews of the investments held by the trust estate and, based on the reviews, make written proposals to the individual trustee regarding purchases and sales of trust assets. If the individual trustee fails to notify the corporate trustee in writing of the disapproval of any proposed sale or investment within ten (10) days after mailed notice, the corporate trustee may consider such inaction as approval. The corporate trustee shall not be liable for any loss resulting from retention or investment of any property when the individual trustee disapproved of the action.

7.13 The trustee may employ custodians, attorneys, accountants, investment advisors, corporate fiduciaries, or any other agents or advisers to assist the trustee in the administration of this trust and may rely on the advice given by these agents. The trustee shall pay reasonable compensation for all services performed by these agents from the trust estate out of either

income or principal as the trustee in the trustee's reasonable discretion determines. These payments shall not decrease the compensation to which the trustee is entitled.

7.14 No trustee shall be liable to any person interested in this trust for any act or default unless it results from the trustee's bad faith, willful misconduct, or gross negligence.

7.15 No bond or other security shall be required of any trustee acting hereunder for the faithful performance of the duties of trustee, notwithstanding any law of any state or jurisdiction to the contrary.

7.16 The trustee shall have the power to lend or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates, to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other incumbrance of any assets of the trust, to purchase or exchange assets of the trust at their fair market value as determined by an independent appraiser, to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraiser, and to lease assets to or from the trust for fair rental value as determined by an independent appraiser.

7.17 The trustee and the Personal Representative of the settlor's estate may freely contract financial transactions between themselves, such as the purchase and sale of assets and the making of loans, secured and unsecured, notwithstanding each office being held by the same person and apparent conflicts of interest.

ARTICLE 8

Trustee Management Powers

8.1 In the administration of any property, at any time forming a part of the trust fund, including accumulated income, and in the administration of any trust created hereunder, the trustee, in addition to and without limitation of the powers provided by law, shall, except as otherwise expressly provided in this agreement, have the following powers to be exercised in the absolute discretion of the trustee:

(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversification of investments.

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the trustee may deem advisable.

(c) To invest and reinvest in common or preferred stocks, securities, investment trusts, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not

such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversification of investments.

(d) To render liquid the trust fund or any trust created hereunder in whole or in part, at any time and from time to time, and to hold cash or readily marketable securities of little or no yield for such period as the trustee may deem advisable.

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder.

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation, or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same principal, and to exercise conversion, subscription or other rights, and to make necessary payments in connection therewith, or to sell any such privileges.

(g) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities.

(h) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee.

(i) To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust fund or any trust created hereunder against others or of others against the same as the trustee may deem advisable, and to make any payments in connection therewith which the trustee may deem advisable.

(j) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by pledge of any property.

(k) To conduct business with any and all financial institutions including, but not limited to the following types of accounts: Savings accounts, checking accounts, and direct deposit accounts. The trustees shall have the power to act independently of each other at any time when conducting business with any financial institution.

(l) To make distribution of the trust fund or of the principal of any trust created hereunder in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, without regard to the income tax basis of the property distributed to any beneficiary of any trust.

(m) To allocate receipts and disbursements of the trust fund between the trusts which it may deem advisable.

(n) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers. No party to any such instruments or writings shall be obligated to inquire into its validity.

(o) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

8.2 No person who deals with any trustee hereunder shall be bound to see the application of any asset delivered to such trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such trustee.

ARTICLE 9

Trustee Accounting and Distribution Powers

9.1 For all trusts hereunder, the trustee shall have the following powers and duties for accounting and tax matters.

9.2 The trustee shall periodically, but not less than once each year, render an account of its administration of the trusts to all of the current income and current principal beneficiaries who are then adults. The beneficiary's written approval of the accounting shall be a complete protection of the trustee as to all matters and transactions stated or shown by the accounting. Failure to transmit to the trustee either (a) the written approval of such accounting, or (b) a written objection to the accounting, with reasons specified, within a period of ninety (90) days after a written request by the trustee for such approval shall constitute a written approval of the guardian, conservator, or representative of such person entitled to the accounting. To the extent permitted by law, the written approval of the adult beneficiaries shall bind minor and contingent remainder interests. Except as provided in this paragraph, any reports or accounts otherwise required by Mississippi law are hereby waived to the fullest extent of the law.

9.3 The trustee shall determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts by the provisions of Mississippi law from time to time existing. When this instrument or such law does not provide, the trustee in its reasonable discretion shall determine the characterization.

9.4 The trustee shall establish reasonable reserves for depreciation, notwithstanding any other provision of this instrument or Mississippi law.

9.5 Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the trustee at the termination of any trust or any interest in a trust created hereunder, other than any trust that may be a qualified terminable interest property trust, shall go to the next beneficiaries of that interest or trust in proportion to their interest in it. Income accrued or held in trust on the termination of a qualified terminable interest property trust shall be administered as provided otherwise herein.

9.6 The trustee shall prorate all taxes and current expenses among successive beneficiaries over the period to which they relate on a daily basis.

9.7 If this instrument creates more than one trust, the trustee shall not be required to physically segregate or divide assets among the various trusts, except on the termination of any of the trusts. However, the trustee shall keep separate accounts for the separate undivided interests, and the trust may hold undivided interests in the same assets.

9.8 The trustee in its reasonable discretion shall have the power to pay from the principal of the trust estate death taxes to the extent that such taxes are attributable to the trust estate or any part of it (calculated at the average rates applicable to such tax). However, any trust property otherwise exempt from federal estate tax shall not be subject to the payment of any such death taxes.

9.9 The trustee, using reasonable discretion, shall have the power to pay the last illness expenses, funeral expenses, and other obligations incurred for the beneficiary's support from the income or principal of the beneficiary's trust.

9.10 If, on expiration of thirty (30) days after the death of any person holding a power of appointment created by this instrument, the trustee has not received any document purporting to exercise the power, the trustee may distribute any property according to the terms of this instrument as if the power had not been exercised. If a document purporting to exercise the power is subsequently located, the trustee shall not be liable to the appointees under that exercise, and the rights of the appointees and the persons receiving property from the trustee shall follow applicable law.

9.11 When the trustee must divide any trust property into parts or shares for the purpose of distribution or otherwise, the trustee may make the division and distribution in identical interests, in kind, or partly in kind and partly in cash, pro rata or non-pro rata. Also, the trustee may make such sales of the trust property as the trustee deems necessary to accommodate such distributions.

9.12 If the trust directs distribution of the trust estate or divisions into separate trusts, then the trustee may, in the trustee's reasonable discretion, defer that distribution or division for a period reasonably necessary to wind up properly the affairs of the trust. When the trustee so defers, the trustee shall make the distribution or division as if it had taken place at the time prescribed in the absence of this paragraph, and all beneficiary rights in those trust assets shall accrue and vest as of the prescribed time.

9.13 The trustee may determine, in its reasonable discretion, if the principal of the trust is uneconomical to administer. The trustee may then, in its reasonable discretion (1) distribute the trust assets to the beneficiaries in proportion to their interest in income; (2) purchase and deliver to the income beneficiaries a restrictive savings account, certificate of deposit, annuity, or endowment; (3) distribute the trust assets to a custodian for the beneficiaries under Mississippi

law; or (4) distribute the trust assets as provided by law. On such distribution and delivery, the trust shall terminate. The trustee shall not be liable or responsible to any person for its action or for its failure or refusal at any time to terminate the trust as authorized in this paragraph.

9.14 If income or principal is payable to a minor, to a person under legal disability, or to a person not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of the trustee unable to manage the distribution properly, then the trustee may, in its reasonable discretion, pay such income or principal in any of the following ways: (1) to the beneficiary directly, (2) to the legally appointed guardian or conservator of the beneficiary, (3) to a custodian for the beneficiary under Mississippi law, (4) for the benefit of the beneficiary, or (5) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

9.15 Except when this instrument provides otherwise, the trustee shall delay outright distribution of any minor beneficiary's interest in a trust by continuing in a separate trust such minor's share, subject to any trustee discretion to terminate a small trust or court ordered termination. The trustee shall add all income to principal and pay to or for the benefit of the minor beneficiary as much of the trust estate as is necessary for the minor beneficiary's health, education, support, or maintenance in the minor beneficiary's accustomed manner of living after taking into account the minor beneficiary's other income and resources known to the trustee and reasonably available for that purpose. When the minor beneficiary attains majority, the trustee shall distribute the trust estate to the beneficiary outright. If the minor beneficiary dies before distribution, the trustee shall distribute the trust estate to the beneficiary's estate.

ARTICLE 10

Trust Administration Provisions

10.1 No disposition, charge or encumbrance on the income or principal of any trust established hereunder, or any part thereof, by any beneficiary thereof by way of anticipation shall be valid or in any way binding upon the trustee. No beneficiary shall have the right to assign, transfer, encumber or otherwise dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the trustee. No income or principal or any part thereof shall in any manner be liable to any claim of any creditor of any beneficiary.

10.2 All trusts created hereunder or by the exercise of any power of appointment shall terminate no later than twenty-one (21) years after the death of the surviving spouse and of the descendants of CHARLES R. STRONG and ELIZABETH A. STRONG, living at the time the trust becomes irrevocable. The trustee shall distribute the principal and undistributed income of a terminated trust to the then - living income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust does not fix the rights to income, the trustee shall distribute the trust by right of representation to the persons who, in the trustee's reasonable discretion, are entitled to receive trust payments.

10.3 The trustee may disclaim, release, or restrict the scope of any power held in connection with any trust, including any administrative power, whether such power is expressly granted or implied by law, by a written instrument specifying the power to be disclaimed, released, or restricted and the nature of any such restriction. The special trustee shall exercise all powers disclaimed or released.

10.4 The trustee shall exercise all of the powers in the trustee's fiduciary capacity and only in such capacity. Further, the trustee shall have no power to enlarge or shift any of the beneficial interests under any trust except as an incidental consequence of the discharge of the trustee's fiduciary duties and shall not make any distribution that discharges any beneficiary's legal obligations of support.

10.5 The trustee shall have the power to reasonably compromise, submit to arbitration, abandon, or otherwise adjust any claims or litigation against or in favor of the trust.

10.6 The trustee shall have the power to commence or defend litigation with respect to the trust estate, as the trustee may deem advisable, at the expense of the trust.

10.7 On the occurrence of any event requiring the trustee to divide, segregate, or distribute the trust property, the trustee may delay, without the payment of interest, the division, segregation, or distribution of all or any part of such property for such period of time as may be necessary to ascertain and provide for any such contingent liability. However, this delay shall not affect the vesting of any interests or the accrued and payment of trust income to any beneficiary.

10.8 All powers, duties, and immunities of the trustee shall continue after termination of any trust and until the trustee has made actual distribution of the property of such trust.

10.9 Unless the trustee receives written notice of the occurrence of an event affecting the beneficial interests of the trust, the trustee shall not be liable to any beneficiary for any distributions made or other actions taken by the trustee in good faith.

10.10 With the consent of the trustee, any third party may add additional property at any time to the trust.

10.11 Mississippi law shall govern the validity, construction, interpretation, and administration of all trusts hereunder.

10.12 No settlor has made any agreement (other than this instrument) controlling the disposition of the trust estate, and the provisions of this trust shall not be read as evidence of any such agreement.

ARTICLE 11

Contest, Disinheritance, Definitions

11.1 If any beneficiary in any manner, directly or indirectly, contests or attacks this instrument or any of its provisions, any share or interest in the trust given to that contesting beneficiary under this instrument is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased CHARLES R. STRONG and ELIZABETH A. STRONG.

11.2 Except as otherwise specifically provided in this instrument, if any person named herein fails to survive CHARLES R. STRONG and ELIZABETH A. STRONG for thirty days, for all purposes of this trust, the person shall be considered to have predeceased CHARLES R. STRONG and ELIZABETH A. STRONG.

11.3 All of the successor trustee's powers, duties, and immunities shall continue after termination of any trust until the successor trustee has made actual distribution of the trust estate.

11.4 As used in this instrument, the terms are defined as follows:
"Descendants" shall mean lineal descendants in any degree of the ancestor designated and shall include persons adopted during minority.
"Brothers and sisters" shall include half-brothers and half-sisters if those persons are lineal descendants of CHARLES R. STRONG and ELIZABETH A. STRONG.
"Trust," "trusts," and "trust estate" shall be interpreted in the singular or plural as the context indicates.
"Corporate Trustee" shall mean a trust company or a bank with trust powers authorized to act within the United States.
"Education expenses" shall include the cost of elementary, secondary, college, university, postgraduate study, seminars, individual or independent research or study, and travel or foreign study. The successor trustee may also consider the beneficiary's related living expenses to the extent they are reasonable.
"Death taxes" shall include federal, foreign, state, and local estate and inheritance taxes, including penalties and interest, but not generation-skipping or special use valuation recapture taxes or marital deduction qualified terminable interest attribution.
"Disclaimer" or "qualified disclaimer" has the same meaning that "qualified disclaimer" has under the Internal Revenue Code and supporting regulations.
The masculine, feminine, or neuter gender and the singular or plural number shall each include the others whenever the context indicates.
"Beneficiary's other resources" shall include the beneficiary's employable skills and a third party's support obligations.
"Primary beneficiary" is a beneficiary whose interests and needs the successor trustee shall consider to be paramount over the other designated beneficiaries in the class.
Clause headings are for reading convenience and shall be disregarded when construing this instrument.

All references to "trustee" as related to powers, duties, and responsibilities in the management, administration, distribution or allocation of the trust estate or portion thereof shall also apply to any successor trustee designated by this instrument.

ARTICLE 12

Execution and Acknowledgment

12.1 CHARLES R. STRONG and ELIZABETH A. STRONG, settlors, certify that they have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which they and their successor trustees are to hold, manage, and distribute the trust estate. CHARLES R. STRONG and ELIZABETH A. STRONG approve the Declaration of Trust in all particulars. CHARLES R. STRONG and ELIZABETH A. STRONG, as trustees, further acknowledge the receipt of the sum of TEN DOLLARS ($10.00) constituting the initial funding of this Declaration and Instrument of Trust.

Dated: 8-19-94

Charles R. Strong

CHARLES R. STRONG, Settlor/Trustee

Elizabeth A. Strong

ELIZABETH A. STRONG, Settlor/Trustee

ACKNOWLEDGMENT OF NOTARY PUBLIC

COUNTY OF Hinds

ss.

STATE OF MISSISSIPPI

On this 19 day of 8, 1994, before me, the undersigned, a Notary Public for this State, personally appeared CHARLES R. STRONG and ELIZABETH A. STRONG personally known to me or proved to me on the basis of satisfactory evidence to be the settlors/trustees of the trust created by this instrument and to be the persons whose names are subscribed to this instrument and who acknowledged its signing as the settlors/trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

JOHN H. HAYS NOTARY PUBLIC HINDS COUNTY, MS

John H. Hays

Notary

My Commission Expires December 9 1997

033194

TRUSTEES: CHARLES R. STRONG
ELIZABETH A. STRONG
4251 BYHALIA ROAD
HERNANDO, MS 38632
HOME PH#: 601/429-0270
WORK PH#: NONE

BENEFICIARIES: CHARLES R. STRONG
ELIZABETH A. STRONG
CONSTANCE LYNN CHAMBERS
CYNTHIA JOYCE JARRETT
ROBERT ANDREW STRONG
CHARLES BERTRAND STRONG
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HERNANDO, MS 38632
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THIS INSTRUMENT PREPARED BY:
CHARLES R. STRONG
4251 BYHALIA ROAD
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601/429-0270

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