

CERTIFICATE OF TRUST AGREEMENT

This Certificate of Trust Agreement is made pursuant to Section 91-9-7, Mississippi Code of 1972, as amended, for purposes of recording with the Chancery Court Clerk of DeSoto County, Mississippi, in lieu of the entire Trust Agreement and in accordance with the provisions of said section.

1. The name of the Trust is The Haywood Stephen Davis, Jr. Revocable Living Trust dated March 2, 1998.
2. The name, street address and mailing address of the Trustee is as follows:
 Haywood Stephen Davis, Jr.
 7625 Proud Land Drive
 Memphis, Tennessee 38119
3. The name, street address and mailing address of the Grantor is as follows:
 Haywood Stephen Davis, Jr.
 7625 Proud Land Drive
 Memphis, Tennessee 38119
4. A description of all interest in real property owned by or conveyed to the Trust is shown on Exhibit "A" attached hereto.
5. The anticipated date(s) of termination of the Trust are as shown on Article 12 and Article 14 of the Trust Agreement, copies of which are attached hereto as Exhibit "B".
6. The beneficiaries of the trust are as follows:
 Lea C. Davis
 7625 Proud Land Drive
 Memphis, Tennessee 38119
 Leslie Chandler Hilliard
 1779 Fareham Cove
 Cordova, Tennessee 38018
 Haywood Stephen Davis III
 6620 Brickmont
 Bartlett, Tennessee 38135
7. The general powers granted to the Trustee are as shown on Exhibit "C" attached hereto.

WITNESS my signature this the 28th day of April, 1998.

STATE MS.-DESOTO CO. *h*
 FILED

MAY 5 10 42 AM '98

BK 77 PG 396
 W.E. DAVIS CH. CLK.

Haywood Stephen Davis, Jr.
 Haywood Stephen Davis, Jr. Individually

Haywood Stephen Davis, Jr., Trustee
 Haywood Stephen Davis, Jr., Trustee of the Haywood
 Stephen Davis, Jr. Revocable Living Trust dated
 March 2, 1998

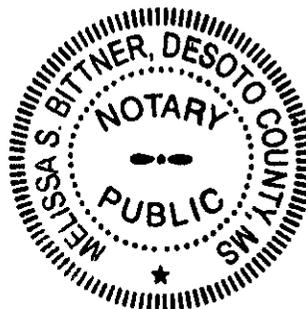
STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 28th day of April, 1998, within my jurisdiction, the within named Haywood Stephen Davis, Jr., who acknowledged that he executed the above and foregoing instrument.

Melissa S. Bittner
Notary Public

My Commission Expires:

9-22-2000



STATE OF MISSISSIPPI

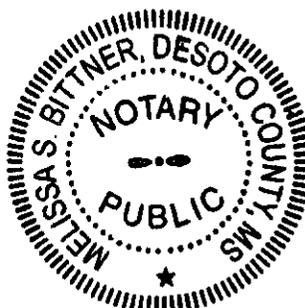
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 28th day of April, 1998, within my jurisdiction, the within named Haywood Stephen Davis, Jr., who acknowledged that he is Trustee of The Haywood Stephen Davis, Jr., Revocable Living Trust, dated March 2, 1998, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

Melissa S. Bittner
NOTARY PUBLIC

My Commission Expires:

9-22-2000



The Northeast Quarter containing 160 acres, more or less, and 60 acres in a strip of equal width off the north side of the Southeast Quarter of Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, containing 220 acres, more or less. LESS AND EXCEPT, the following conveyances, to-wit:

11.2488 acres, in Warranty Deed Book 162, Page 75.

10.00 acres, in Warranty Deed Book 179, Page 408.

11.21 acres, in Warranty Deed Book 192, Page 183.

1.563 acres, in Warranty Deed Book 234, Page 300.

Lot 4, First Addition to Kroger Plaza Shopping Center in Warranty Deed Book 282, Page 543.

Lot 1, WN Stateline Subdivision in Warranty Deed Book 316, Page 662.

And further, LESS AND EXCEPT, property conveyed to DeSoto County, Mississippi, and the City of Southaven for road rights of way for Hamilton Road, Stateline Road, Market Drive and Airways Boulevard.

Article Twelve Distribution of My Trust Property

Section 1. Division into Separate Shares

All trust property not previously distributed under the terms of my trust shall be divided as follows:

Beneficiary	Relationship	Share
LESLIE CHANDLER HILLIARD	Daughter	1/2
HAYWOOD STEPHEN DAVIS III	Son	1/2

Section 2. Distribution of Trust Shares for My Beneficiaries

The share of each beneficiary who survives me shall be distributed as follows:

a. Distribution of Trust Share for LESLIE CHANDLER HILLIARD

My Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, LESLIE CHANDLER HILLIARD as much of the net income and principal from her trust share as my Trustee deems advisable for her education, health, maintenance, and support.

1. Guidelines for Discretionary Distributions

To the extent that I have given my Trustee any discretionary authority over the distribution of income or principal to LESLIE CHANDLER HILLIARD my Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to LESLIE CHANDLER HILLIARD which arise

Ex. "B"

outside of this agreement and are known to my Trustee.

It is my desire that the preservation of principal be a priority for purposes of this trust share and that genuine need must be shown by LESLIE CHANDLER HILLIARD before my Trustee shall make a discretionary distribution.

2. Distribution on the Death of LESLIE CHANDLER HILLIARD

LESLIE CHANDLER HILLIARD shall have the unlimited and unrestricted general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in the trust share the distribution of which would otherwise constitute a taxable generation-skipping transfer.

In exercising this general power of appointment, LESLIE CHANDLER HILLIARD shall specifically refer to this power. LESLIE CHANDLER HILLIARD shall have the sole and exclusive right to exercise this general power of appointment.

This general power of appointment specifically grants to LESLIE CHANDLER HILLIARD the right to appoint property to her own estate. It also specifically grants to her the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the trust share which is not distributed pursuant to the exercise of the general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to LESLIE CHANDLER HILLIARD's then living descendants, per stirpes.

If LESLIE CHANDLER HILLIARD has no then living descendants, my Trustee shall distribute the remaining trust property to my then living descendants, per stirpes.

If I have no then living descendants, my Trustee shall distribute the remaining trust property as provided in Article

Thirteen of this agreement.

b. Distribution of Trust Share for HAYWOOD STEPHEN DAVIS III

My Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, HAYWOOD STEPHEN DAVIS III as much of the net income and principal from his trust share as my Trustee deems advisable for his education, health, maintenance, and support.

1. Guidelines for Discretionary Distributions

To the extent that I have given my Trustee any discretionary authority over the distribution of income or principal to HAYWOOD STEPHEN DAVIS III my Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to HAYWOOD STEPHEN DAVIS III which arise outside of this agreement and are known to my Trustee.

It is my desire that the preservation of principal be a priority for purposes of this trust share and that genuine need must be shown by HAYWOOD STEPHEN DAVIS III before my Trustee shall make a discretionary distribution.

2. Distribution on the Death of HAYWOOD STEPHEN DAVIS III

HAYWOOD STEPHEN DAVIS III shall have the unlimited and unrestricted general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in the trust share the distribution of which would otherwise constitute a taxable generation-skipping transfer.

In exercising this general power of appointment, HAYWOOD STEPHEN DAVIS III shall specifically refer to this power. HAYWOOD STEPHEN DAVIS III shall have the sole and exclusive right to exercise this general power of appointment.

This general power of appointment specifically grants to

HAYWOOD STEPHEN DAVIS III the right to appoint property to his own estate. It also specifically grants to him the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the trust share which is not distributed pursuant to the exercise of the general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to **HAYWOOD STEPHEN DAVIS III's** then living descendants, per stirpes.

If **HAYWOOD STEPHEN DAVIS III** has no then living descendants, my Trustee shall distribute the remaining trust property to my then living descendants, per stirpes.

If I have no then living descendants, my Trustee shall distribute the remaining trust property as provided in Article Thirteen of this agreement.

Section 3. Continuation of a Trust Share

If any portion of a trust would otherwise be distributed to a person for whose benefit a trust is then being administered under this agreement, that portion shall instead be added to that beneficiary's trust and shall thereafter be administered and distributed according to its terms. However, if the portion is to be added to a trust which has already had a partial distribution based on either a fraction or percentage, then the fraction or percentage of the last distribution shall be distributed to the beneficiary and the balance thereof added to the trust.

Section 4. Share of a Descendant of a Deceased Beneficiary

Each share set aside for a deceased beneficiary, if any, who has then living descendants shall be divided, administered, and distributed as follows:

a. Division into Separate Shares

Each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many equal shares as shall be necessary to create one equal share for the deceased beneficiary's descendants, per stirpes.

b. Outright Distribution

If any descendant of a deceased beneficiary is over 35 years of age and is not legally incapacitated, my Trustee shall distribute that descendant's share outright to that descendant.

c. Retention of an Underaged or Disabled Descendant's Share in Trust

If any descendant of a deceased beneficiary is under 35 years of age, or if any descendant of a deceased beneficiary is disabled or incapacitated as defined in Article Eighteen of this agreement, then my Trustee shall retain such share in trust under the provisions of Article Fourteen.

Section 5. Retention of Distributions in Trust

Whenever a distribution is authorized or required to be made by a provision of this Article to any beneficiary, then that beneficiary may direct my Trustee in writing to retain such distribution in trust as follows:

a. A Beneficiary's Right to Income

My Trustee shall pay to or apply for the benefit of the beneficiary such amounts of the net income as the beneficiary may at any time request in writing.

No limitation shall be placed on the beneficiary as to either the amount of or reason for such request of the net income.

Any net income which is not distributed shall be added to the principal of the trust share of the beneficiary.

b. A Beneficiary's Right to Withdraw Principal

My Trustee shall pay to or apply for the benefit of the beneficiary such amounts from the principal as the beneficiary may at any time request in writing.

No limitation shall be placed on the beneficiary as to either the amount of or reason for such invasion of principal.

c. Principal Distributions in My Trustee's Discretion

My Trustee may also distribute to or for the benefit of the beneficiary as much of the principal of the trust as my Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the beneficiary.

d. A Beneficiary's General Power of Appointment

The beneficiary shall have the unlimited and unrestricted general power to appoint, by a valid last will and testament or trust agreement, the entire principal and any accrued and undistributed net income of the trust as it exists at the beneficiary's death. In exercising this general power of appointment, the beneficiary shall specifically refer to this power.

The beneficiary shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the beneficiary the right to appoint property to the beneficiary's own estate. It also specifically grants to the beneficiary the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the beneficiary may elect.

Any property in the trust which is not distributed pursuant to the exercise of the general power of appointment shall be distributed to the beneficiary's then living descendants, per stirpes.

If the beneficiary has no then living descendants, my Trustee shall distribute the remaining trust property as provided in Article Thirteen of this agreement.

Article Fourteen
Methods of Distribution and Trust
Administration with Regard to
Underaged and Disabled Beneficiaries

Section 1. General Guidelines for Distribution

Whenever a distribution is authorized or required to be made by a provision of this agreement to any beneficiary who is disabled or incapacitated, such distribution may be made by my Trustee:

Without continuing court supervision or the intervention of a guardian, conservator, or any other legal representative.

Without giving or requiring any bond or surety on bond.

Pursuant to any of the methods authorized under this Article.

In making distributions under this Article, disability or incapacity shall include adjudicated mental incapacity by a court of competent jurisdiction, or incapacity because of age, illness, or injury.

Before making any distributions to beneficiaries other than me under this Article, it is my desire that my Trustee, to the extent that it is both reasonable and possible:

Inquire into the ultimate disposition of the distributed funds.

Take into consideration the behavior of trust beneficiaries with regard to their disposition of prior distributions of trust property.

My Trustee shall obtain a receipt from the person, corporation, or other entity receiving any distribution called for in this Article.

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Section 2. Methods of Payment

My Trustee may make the distributions called for in this Article in any one or more of the following ways:

Directly to a beneficiary.

To persons, corporations, or other entities for the use and benefit of the beneficiary.

To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary.

In any prudent form of annuity purchased for the use and benefit of the beneficiary.

To any person or duly licensed financial institution, including my Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other individuals under a legal disability.

To any guardian, agent under a valid power of attorney, or other person deemed by my Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.

Section 3. Trustee's Discretion to Keep Property in Trust

My Trustee shall have the authority to retain a beneficiary's share in trust as follows:

a. Based on Disability

If any trust property becomes distributable to a beneficiary when the beneficiary is under any form of legal disability, as defined in Article Eighteen, my Trustee may retain that beneficiary's share in a separate trust until his or her legal disability has ceased, as follows:

My Trustee shall apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as my Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance, and support.

In making any distributions of income and principal under this Article, my Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

b. Based on Age

If any trust property becomes distributable to a beneficiary when the beneficiary is under 35 years of age, my Trustee may retain that beneficiary's share in a separate trust, as follows:

My Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, the beneficiary so much of the net income and principal from the beneficiary's trust as my Trustee deems advisable for the health, education, maintenance and support of the beneficiary.

When the beneficiary reaches the age of 25, during any period when the beneficiary is not disabled, my Trustee shall distribute to the beneficiary such amounts from the trust share as the beneficiary may at any time request in writing, not exceeding ONE-THIRD (1/3) of the trust accumulated net income and principal, as it is then constituted, free of the trust.

In addition to the amounts available to the beneficiary, as described in the above paragraph, when the beneficiary reaches the age of 30, during any period when the beneficiary is not disabled, my Trustee shall distribute to the beneficiary such amounts from the trust share as the beneficiary may at any time request in writing, not exceeding ONE-HALF (1/2) of the remaining trust accumulated net income and principal, as it is then constituted, free of the trust.

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When the beneficiary reaches the age of 35, during any period when the beneficiary is not disabled, my Trustee, during any period when the beneficiary is not disabled, shall distribute to the beneficiary such amounts from the entire trust share as the beneficiary may at any time request in writing, free of the trust.

No limitation shall be placed on the beneficiary as to either the amount of or the reason for the invasion of principal or income available to the beneficiary upon written request, as described in this Section.

The right to withdraw principal described in this Section is personal to the beneficiary, and may not be exercised by any legal representative or agent acting on the beneficiary's behalf.

In making any distributions of income and principal under this Article, my Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

c. Special Instructions for Beneficiaries Disabled Due to Addictive Situations

Prior to making any distribution authorized under this Section, or as a condition for further distributions, my Trustee may require that any beneficiary disabled due to a drug, alcohol, gambling, chemical or other dependency disorder, participate in or complete a rehabilitation program aimed at combating the problem involved.

My Trustee, in its sole and absolute discretion, may determine the nature and extent of the rehabilitative program, including follow up requirements. I direct that my Trustee consult with counsellors from rehabilitative programs through hospitals, or similar institutions, in order to best design an individualized program for the affected beneficiary.

I specifically authorize and direct my Trustee to pay the expenses of rehabilitation for the affected beneficiary from that beneficiary's trust property.

d. Termination and Distribution

My Trustee shall distribute the trust property to a beneficiary when he or she ceases to be disabled.

e. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations, or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment must be exercised by the beneficiary by either a valid living trust or last will and testament, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, my Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, my Trustee shall distribute the remaining trust property to my then living descendants, per stirpes.

If I have no then living descendants, my Trustee shall distribute the remaining trust property as provided in Article Eighteen of this agreement.

Section 4. Assistance for Guardians

If any of my legally incapacitated children, or the legally incapacitated descendants of a deceased child, are placed in the home of a relative or guardian, my Trustee shall furnish those trust funds which my Trustee deems, after careful review and discussion with the relative or guardian, to be necessary or advisable to assist the guardian or relative in providing adequate care and housing for the children or descendants.

My Trustee may make funds available to any such guardian or relative who is caring for a beneficiary in order to:

Improve the guardian's or the relative's home.

Purchase a more suitable home for the guardian or the relative.

Purchase personal property, appliances, or any other appurtenances needed to provide adequate care and housing for the beneficiaries.

Notwithstanding anything in this agreement to the contrary, if a guardian is also serving as a Trustee under this agreement and a corporate fiduciary is not acting as a Cotrustee, then no payments to or for the benefit of that guardian shall be made pursuant to this Section.

Article Seventeen
My Trustee's Administrative and
Investment Powers

Section 1. Introduction to Trustee's Powers

Except as otherwise provided in this agreement, my Trustee shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various trusts created by this agreement.

Section 2. Powers to Be Exercised in the Best Interests of the Beneficiaries

My Trustee shall exercise the following administrative and investment powers without the order of any court, as my Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, my Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

Section 3. Administrative and Investment Powers

My Trustee is hereby granted the following administrative and investment powers:

a. Agricultural Powers

My Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

My Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

My Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

b. Business Powers

My Trustee may retain and continue any business in which I have or had an interest as a shareholder, partner, sole proprietor, or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the trust property.

My Trustee may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries.

My Trustee may execute partnership agreements, buy-sell agreements, and any amendments to them.

My Trustee may participate in the incorporation of any trust property; any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution; or any stock redemption or cross purchase buy-sell agreement.

My Trustee may hold the stock of any corporation as trust property, and may elect or employ directors, officers, employees, and agents and compensate them for their services.

My Trustee may sell or liquidate any business interest that is part of the trust property.

My Trustee may carry out the provisions of any agreement entered into by me for the sale of any business interest or the stock thereof.

My Trustee may exercise all of the business powers granted in this agreement regardless of whether my Trustee is personally interested or an involved party

with respect to any business enterprise forming a part of the trust property.

c. Common Fund Powers

For the purpose of convenience with regard to the administration and investment of the trust property, my Trustee may hold the several trusts created under this agreement as a common fund.

My Trustee may make joint investments with respect to the funds comprising the trust property.

My Trustee may enter into any transaction authorized by this Article with fiduciaries or other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciary is also a Trustee under this agreement.

d. Compensation Powers

My Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement.

My Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement, and shall reasonably compensate those persons employed by my Trustee, including agents, auditors, accountants, and attorneys.

e. Distribution Powers

My Trustee is specifically authorized to make divisions and distributions of the trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable.

My Trustee shall be under no obligation or responsibility to make pro rata divisions and distributions in kind.

My Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share.

The foregoing powers may be exercised regardless of the income tax basis of any of the property.

f. Funeral and Burial Expenses

My Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as my Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

g. Income and Principal Powers

My Trustee may determine in a fair, equitable, and practical manner how all Trustee's fees, disbursements, receipts, and wasting assets shall be credited, charged, or apportioned between principal and income.

My Trustee may set aside from trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries; it may select any and all accounting periods with regard to the trust property.

h. Investment Powers in General

My Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property, real or personal, as it shall determine.

My Trustee may invest in investment trusts as well as in common trust funds.

My Trustee may purchase life, annuity, accident, sickness, and medical insurance on the behalf of and for the benefit of any trust beneficiary.

My Trustee may retain the services of an investment manager for managed accounts.

i. Life Insurance Powers

My Trustee shall have the powers with regard to life insurance as set forth in this Paragraph I, except as otherwise provided in this agreement.

My Trustee may purchase, accept, hold, and deal with as owner policies of insurance on my life, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

My Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

My Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

My Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

My Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

My Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, my Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

j. Loan, Borrowing, and Encumbrance Powers

My Trustee may loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interests of the trust beneficiaries.

My Trustee may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow

from its own banking or commercial department.

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My Trustee shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

k. Margin, Brokerage, and Bank Account Powers

My Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. My Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by my Trustee with such brokers as securities for loans and advances made to my Trustee. My Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that my Trustee may choose.

l. Mortgage Powers

My Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor, to purchase mortgages on the open market, and to otherwise buy, sell, or trade in first or subordinate mortgages.

My Trustee may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage.

My Trustee may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. My Trustee may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

m. Nominee Powers

My Trustee may hold any trust property in the name of my Trustee, or in the name of a nominee, and may enter into agreements to facilitate holding such property. My Trustee may accomplish such with or without disclosing its fiduciary capacity.

n. Nonproductive Property

My Trustee may hold property which is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries.

o. Oil, Gas, Coal, and Other Mineral Powers

My Trustee may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part or all of the trust property.

My Trustee may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the trust property.

My Trustee may buy or sell undivided interest in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

My Trustee may execute oil, gas, coal, and other mineral leases on such terms as my Trustee may deem proper, and may enter into pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties.

Any lease or other agreement may have a duration that my Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

My Trustee may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper.

My Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

My Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interest, and may pay the cost of such services from the principal or income of the trust property.

My Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interest.

p. Powers of Attorney

My Trustee may execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the various trusts created in this agreement.

The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that my Trustee could have exercised.

q. Powers to Merge Similar Trusts

My Trustee may merge and consolidate any trust created in this agreement with any other trust created by me, or any other person at any other time, if the other trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the trust or trusts created in this agreement.

My Trustee may administer such merged and consolidated trusts as a single trust or unit. If, however, such a merger or consolidation does not appear feasible, as determined in the sole and absolute discretion of my Trustee, my Trustee may consolidate the assets of such trusts for purposes of investment and trust administration while retaining separate records and accounts for the respective trusts.

r. Powers of an Interested Trustee

An interested Trustee is any Trustee who has an interest as a beneficiary in this trust agreement or any trust created by it. In all instances where an interested Trustee distributes, or participates in the distribution, of trust income or principal to or for the benefit of such Trustee, then the distribution shall be limited by the ascertainable standards of education, health, maintenance, and support. Notwithstanding anything in this agreement to the contrary, in making such distributions, the interested Trustee shall not use discretion in applying those ascertainable standards.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such individual is legally obligated to support, as to that support obligation.

s. Powers of an Insured Trustee

Any individual Trustee under this agreement, other than me, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If my Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of the agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

t. Real Estate Powers

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

u. S Corporation Stock

If any stock of an S corporation becomes distributable to or is acquired by this trust or any trust created under this agreement, and at such time such trust is not a qualified Subchapter S trust, my Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, my Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, my Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent my Trustee from accomplishing the first two alternatives under this paragraph, my Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

My Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

v. Sale, Lease, and Other Dispositive Powers

My Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property.

My Trustee may deal with the trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this agreement, as it deems advisable.

My Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

w. Securities Powers

In addition to those other securities powers granted throughout this Article, my Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

My Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

x. Settlement Powers

My Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against any trust created under this agreement, and may take deeds in lieu of foreclosure.

y. Trust Addition and Retention Powers

My Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, from either me or any other person, corporation, or entity.

Upon receipt of any additional property, my Trustee shall administer and distribute the same as part of the trust property.

My Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

z. Trustees' or Fiduciaries' Powers Acts

In addition to all of the powers specifically granted my Trustee in this Article, my Trustee may exercise those powers set forth under the Trustees' or Fiduciaries' Powers Acts, or their equivalent, of the state where the Trustee resides or is situated, together with any amendment to such laws, provided that no provisions of the Powers Acts create any adverse tax consequence under this agreement.

My Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement. All of the powers granted to my Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes.

Each power conferred upon my Trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

Section 4. Authorization

My Trustee is authorized to employ attorneys, accountants, investment advisors, specialists and such other agents as my Trustee shall deem necessary or desirable. My Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate investment discretions to said manager or managers. Such appointment shall include the power to acquire and dispose of such assets. My Trustee shall reasonably compensate those persons or entities employed by my Trustee under this provision.