

TRUST AGREEMENT

THIS TRUST AGREEMENT is made this 22 day of July, 1991, by and among MARY CARROLL SEABROOK LEATHERMAN of Shelby County, Tennessee, hereinafter called "Grantor", and MARY CARR and IRENE BROWNLOW, both of Shelby County, Tennessee, hereinafter collectively called "Trustee", for the formation of a trust to be known as the "Mary Carroll Seabrook Leatherman TRUST."

ARTICLE ICorpus of Trust

The Grantor, in consideration of the promises and covenants herein contained, has delivered to the Trustee One Hundred Dollars (\$100.00) in cash, receipt of which is acknowledged. The Grantor or any other person may, at any time, and from time to time, with consent of the Trustee, deposit with the Trustee cash, securities or other property of any and every kind by Will or by inter vivos gift or grant; and the Trustee agrees to hold and administer such other property in accordance with the terms and provisions of this Trust Agreement.

ARTICLE IIBeneficiary's Right of Withdrawal

Upon creation of this Trust, and thereafter upon the occasion of each addition to the Trust principal under the provisions of Article I hereof, the Grantor, or the Trustee upon the request of the Grantor, shall notify Mary Carroll Seabrook Leatherman (hereinafter called the "Beneficiary") that such Beneficiary has the right, exercisable within thirty (30) days of such contribution to the Trust, to make withdrawals of Trust principal in an amount which is equal to the lesser of the amount of such contribution or the amount of such contribution which qualifies for a per donee exclusion under the federal gift tax laws as then in effect. Whether or not the Grantor, or at Grantor's request the Trustee, has complied with the requirement to notify the Beneficiary hereunder of the same, immediately upon creation of this Trust and thereafter immediately upon delivery of any additional property hereto, the Beneficiary shall have the right and power with regard to each such

contribution to withdraw the amount designated above by serving a demand in writing upon the Trustee. With respect to minor beneficiaries, this right of withdrawal may be exercised by and the notice shall be given to the parent or guardian (other than the contributor to this Trust of the property which gave rise to the right of withdrawal and other than a parent or guardian who is then serving as Trustee) of such minor beneficiary.

ARTICLE III

Administration of Trust Property

The property of this Trust shall be administered and distributed as follows:

A. Distribution of Income and Principal. The Trustee shall pay to or apply for the benefit of the Beneficiary so much of the income and principal from this Trust as in the sole discretion of the Trustee is determined to be needed for such Beneficiary's health, education, maintenance and support after first taking into consideration any other income or resources of such Beneficiary known to the Trustee and the remaining income shall be added to the principal of this Trust and invested.

B. Termination. When the Beneficiary attains the age of 25 years, the Trustee shall distribute to such Beneficiary one-third (1/3) of this trust, as then constituted; when such Beneficiary attains the age of 30 years, the Trustee shall distribute to such Beneficiary one-half (1/2) of this trust, as then constituted; and when such Beneficiary attains the age of 35 years, the Trustee shall distribute the entire undistributed balance of this Trust outright and free of trust. If the beneficiary shall die prior to termination of this Trust, then such beneficiary's share shall terminate and such beneficiary's share shall, subject to the provisions of subpart C of this Article, be distributed in equal parts, per stirpes, to the then living issue of such beneficiary, or, if no issue is then living, then in equal shares to such deceased beneficiary's brothers and sisters; but, if there be none, then to such Beneficiary's heirs at law.

C. Distributions After Termination. In the event that pursuant to the second sentence of subpart B of this Article any property becomes distributable to a beneficiary prior to attaining the age of 35 years, the Trustee shall retain that property in trust for such beneficiary and hold that beneficiary's share and distribute it according to the provisions of subparts A, B, and C of this Article of this Trust Agreement.

ARTICLE IV

Rule Against Perpetuities

Having in mind the rule against perpetuities, I direct that each trust created under this Trust Agreement, except such trusts as are heretofore vested in compliance with such rule of law, shall end, unless sooner terminated under other provisions of this Trust Agreement, twenty-one (21) years after the death of the last survivor of such of the beneficiaries hereunder as are living at the time of execution of this agreement; and thereupon, that the property held in trust shall be distributed free of all trust to the persons then entitled to receive the income therefrom, in the proportion to which they are then entitled to receive such income.

ARTICLE V

Spendthrift Provision

The interests of beneficiaries in principal or income of this Trust shall not be subject to claims of their creditors or others, nor to legal process and may not be voluntarily or involuntarily alienated or encumbered except as herein provided. Any interest contained herein for any married beneficiary shall be for such beneficiary's sole and separate use, free from the debts, contracts and control of any spouse such beneficiary may ever have.

ARTICLE VI

Acceptance by Trustee

The Trustee hereby accepts the Trust created by this Agreement and agrees to carry out the provisions hereof on its part according to the best of its ability, but shall not be responsible for any mistake in judgment or for any decrease in value of or loss to the

Trust Estate, or for any cause whatsoever, except its own bad faith or gross negligence.

ARTICLE VII

Concerning the Trustee

The Trustee shall receive proper and just compensation for its services as such, and may charge same to income or principal, as it deems appropriate, shall not be required to give any bond or security, to make or subscribe any oath, and shall not be required to file any inventory or accounting with any court, all of which is hereby waived; provided, however, that at least annually, the Trustee shall upon request prepare and deliver to each adult beneficiary, or to the person who has the care or custody of any minor beneficiary, a written report showing all receipts and disbursements of both principal and income not previously reported, and a brief description of the securities and property in which the principal of the Trust Estate is then invested.

If at any time the Trustee shall have reasonable doubt as to any power, authority or duty of the Trustee in the administration of the trust herein created, it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel, without resorting to the courts for instructions, and the Trustee shall be fully absolved from any liability and damage or detriment to the trust estate or any beneficiary thereof by reason of anything done, suffered or omitted pursuant to advice of said counsel given and obtained in good faith; provided, however, that nothing contained herein shall be construed to prohibit or prevent the Trustee in all proper cases from applying to a court of competent jurisdiction for instructions in the administration of the trust estate in lieu of obtaining advice of counsel.

Notwithstanding anything contained or implied herein to the contrary, no Trustee, when serving hereunder, shall: (a) enable the Grantor or the Trustee, or any other person, to purchase, exchange, or otherwise deal with or dispose of the principal or income of this Trust for less than adequate or full consideration in money or monies worth; (b) enable the Grantor or the Trustee to borrow all

or any part of the principal of this Trust, directly or indirectly, without adequate interest or security; (c) accumulate for or distribute to the Grantor or the Grantor's spouse any income of this Trust; (d) use any income of this Trust to pay premiums of insurance on the life of the Grantor or the Grantor's spouse; (e) use any Trust income to discharge any legal obligations of support of the Grantor, the Grantor's spouse or the Trustee; or (f) exercise any other discretion or power which would cause the income of this Trust to be taxed to the Grantor, the Grantor's spouse or the Trustee or which would cause the assets of this Trust to be included in the estate of the Grantor, the Grantor's spouse, or the Trustee.

ARTICLE VIII

Powers of Trustee

The Trustee and the Trustee's successors shall have all the powers, authority, privileges and immunities as provided and enumerated in Tennessee Code Annotated Section 35-50-110, including any amendments thereto, and same is expressly referred to and incorporated herein by this reference. The Trustee shall have all the further powers, privileges and immunities reasonably required for the efficient administration of the Trust Estate created hereunder and the Trustee, and its successors, shall have the power to do and perform all things and acts, and to deal with the Trust Estate and each and every part hereof, as in the judgment and discretion of the Trustee may seem to be in the best interest of the Trust Estate.

ARTICLE IX

Discretion to Terminate Trust

The Trustee may, in the Trustee's sole and absolute discretion, terminate this Trust, when, in its opinion, the principal amount thereof does not warrant the cost of continuing said Trust or its administration would otherwise be impractical. Upon such termination, the Trustee shall pay over the remaining principal of such Trust to or for the benefit of the person or persons entitled at that time to the income therefrom, in the

proportions to which they are then entitled to receive the income; and if two or more persons may receive the income therefrom in proportions at the Trustee's discretion, then it shall have the same discretion as to the distribution of principal upon termination under this provision. Upon such termination, the rights of all persons having future interests in such Trust shall cease.

ARTICLE X

Change or Succession of Trustee

In the event that either of the Trustees is unable or unwilling to serve, or to continue to serve in that capacity; then the remaining Trustee shall serve as successor Trustee, but if both are unable or unwilling to serve, or to continue to serve in that capacity, then OSCAR C. CARR, III shall serve as successor Trustee. Any successor Trustee appointed hereunder shall have all the powers, privileges and immunities as are herein granted to the originally named Trustee.

If it becomes necessary under applicable law in any jurisdiction to appoint a sole or Co-Trustee to satisfy any local law residency requirements, then the Trustee appointed herein shall have the right to appoint a sole or Co-Trustee to serve for that purpose and any sole or Co-Trustee so appointed shall have all of the rights, powers, privileges and immunities as are herein granted to an originally named Trustee.

ARTICLE XI

Irrevocability

This Trust is irrevocable, and the Grantor relinquishes all right to alter, amend, revoke or terminate this Agreement.

ARTICLE XII

Construction of Certain Words

Whenever the sense of this document requires it, the singular shall be construed to include the plural and the plural the singular, and wherever the masculine, feminine or neuter gender is used, each shall be construed to include either or both of the others if the sense of this document so requires. For purposes of

this trust, legally adopted children of any person shall be treated the same as natural children of that person.

ARTICLE XIII

Law Governing

The Trust hereby created shall be administered in the State of Tennessee and in all respects shall be governed by the laws of the State of Tennessee.

ARTICLE XIV

Titles of Paragraphs

The several titles of the various paragraphs of this Trust Agreement are inserted solely for convenience of reference and shall not be deemed in any way to enlarge, limit, or affect the provisions to which they relate.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate on the day and year first above written.

Mary Carroll Seabrook Leatherman
MARY CARROLL SEABROOK LEATHERMAN,
Grantor

Mary Carr
MARY CARR, Trustee

Irene Brownlow
IRENE BROWNLOW, Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared MARY CARROLL SEABROOK LEATHERMAN, with whom I am personally acquainted, and who, upon her oath, acknowledged that she executed the foregoing instrument for the purposes therein contained, and acknowledged that she executed and delivered the same as her free act and deed.

WITNESS my hand and Notarial Seal of office this 4th day of July, 1991.

My Commission Expires:
10/27/93

[Signature]
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared MARY CARR, with whom I am personally acquainted, and who, upon her oath, acknowledged that she executed the foregoing instrument for the purposes therein contained, and acknowledged that she executed and delivered the same as her free act and deed.

WITNESS my hand and Notarial Seal of office this 4th day of July, 1991.

My Commission Expires:
10/27/93

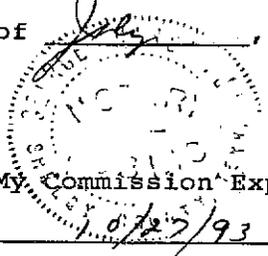
[Signature]
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF SHELBY.

Before me, the undersigned Notary Public in and for the State of Tennessee and County aforesaid, personally appeared IRENE BROWNLOW, with whom I am personally acquainted, and who, upon her oath, acknowledged that she executed the foregoing instrument for the purposes therein contained, and acknowledged that she executed and delivered the same as her free act and deed.

WITNESS my hand and Notarial Seal of office this 4th day of July, 1991.

My Commission Expires: 0/27/93



[Signature]
NOTARY PUBLIC

STATE MS. - DESOTO CO.

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W.F. DAVIS CH. CLK.

This instrument was prepared by and returned to:
Oscar C. Carr, III
Glanker Brown, PLLC
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