

INTERVIVOS TRUST AGREEMENT

This Agreement is made and entered into this the 3rd day of September 1999 by and between Linda Thompson Lanning, James Alan Thompson, Karen Thompson Atkins, and Lawrence Ray Thompson (hereafter referred to as Trustors) and Lawrence Ray Thompson (hereafter referred to as Trustee).

WHEREAS the Trustors constitute all children and heirs at law of Roscoe C. Thompson, deceased; and

WHEREAS, Roscoe C. Thompson died intestate on or about May 9, 1999, owning certain real property lying and being situated in DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Lot Two Hundred Twenty Two (222), Section A, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, and shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Pages 4 and 5 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, the above described real property has descended to the Trustors in equal shares pursuant to the Mississippi laws of descent and distribution, and the said Trustors now each own an undivided one-fourth (1/4) interest in and to said real property; and

WHEREAS, the Trustors desire that said real property shall be held and administered by the Trustee, in trust, subject to the following terms and conditions:

1. This Trust shall be designated and known as "The Thompson Children Real Estate Trust."

STATE MS.-DESOTO CO.
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BK 82 PG 476
W.E. DAVIS CH. CLK.

2. The Trustors hereby convey all of their right, title, and interest in and to the said real property to the Trustee hereafter named to be held in trust under the terms and conditions of this Intervivos Trust Agreement. The Trustors shall execute and record a Quit Claim Deed so conveying the said real property.

3. During his lifetime, James Alan Thompson shall have the right to occupy the above described real property as his residence, so long as he shall, at his sole expense, pay all city and state ad valorem taxes and assessments, maintain fire and casualty insurance, and provide maintenance, upkeep, and minor repair of the property, including all improvements located thereon, in the time and manner set out herein.

4. The Trustee shall establish an escrow account. James Alan Thompson shall pay into such escrow account monthly or quarterly, such amounts as the Trustee may deem to be reasonably necessary to provide for the payment of insurance, taxes, and maintenance, upkeep, and minor repair of the property. A minor repair is hereby defined as a repair, the cost of which is \$500.00 or less.

5. The Trustee shall, in his or her sole discretion, select the policy of fire or casualty insurance which shall be maintained on the property. The Trust shall be the named beneficiary of such policy. Each of the Trustors shall be responsible for his or her proportionate share of any deductible not covered by such insurance. James Alan Thompson may be covered as to content and/or may obtain other insurance for his personal possessions and contents.

6. The Trustee may, in his discretion, determine that the property is in need of major repairs. A major repair is hereby defined as a repair, the cost of which exceeds the sum of \$500.00. The cost of major repairs shall be paid equally by the Trustors.

7. Prior to the death of any of the Trustors, this Trust Agreement may be revoked in whole or in part, or may be amended, by written instrument executed by all living Trustors. Upon the death of any of the Trustors, then this Trust Agreement shall be irrevocable.

8. In the event that the Trustee shall determine, in his or her sole discretion, that James Alan Thompson has ceased to occupy the property as his residence, or has ceased to timely make the tax and insurance payments as provided above, or has failed to carry out the required repair and maintenance of the property, then the Trustee may, in his or her sole discretion, notify James Alan Thompson to vacate the residence. In such event, James Alan Thompson will have thirty (30) days within which to vacate the property. James Alan Thompson hereby waives any rights which he may have under the Mississippi Landlord Tenant Act or other Mississippi law and waives the right to any notice, other than the notice set forth in this Trust Agreement.

9. In the event that James Alan Thompson ceases to occupy the property as his residence, or in the event that he is notified to remove himself by the Trustee, then the Trustee shall have the right to immediately re-enter the property and to take possession of the same on behalf of the Trust. Thereafter, the Trustee may, in his or her sole discretion, rent the premises under such terms and for such rental as the Trustee may, in his or her sole discretion, deem proper.

10. Upon the death of any three (3) or more Trustors, the surviving Trustor, serving as Trustee, shall immediately take possession of the property and shall cause the property to be sold by private or public sale in such time and manner as the Trustee, in his or her sole discretion, shall deem appropriate. The Trustee may employ such realtors, attorneys, appraisers, and/or other persons as the Trustee, in his or her sole discretion, may deem necessary in order to carry out the terms of the sale. The Trustee shall receive and hold the net proceeds of the sale in trust and shall divide the same

into four (4) equal shares and shall pay over and deliver one (1) share to the lineal descendants of each of the Trustors, per stirpes. Provided; however, that if James Alan Thompson is the last surviving Trustor, he shall retain the right to occupy the property as his residence pursuant to the terms set forth in this agreement. Upon his death the lineal descendants of the Trustors who constitute the remainder beneficiaries of this trust shall select a trustee. Such trustee shall sell the property and distribute the net proceeds of such sale as set forth above.

11. This Trust shall be governed under the laws of the State of Mississippi.

12. This Trust is a private Trust. The Trustee shall not be required to obtain the order or approval of any court for the exercise of the Trustee's powers and discretions.

13. In the event that any party shall fail to pay any sum, or his proportionate share of any sum, due or shall otherwise breach any of the terms of this Agreement, then any of the other parties, including, but not limited to, the Trustee, shall have the right to compel performance of the terms of this Agreement, and/or to recover any damages incurred, and/or to obtain any other relief available at law or in equity. In case such action is brought, the prevailing party shall be entitled to recover a reasonable attorney's fee.

14. The Trustee shall not be required to enter into any bond or to file any periodic or formal accounting with any court.

15. The Trustee may resign at any time by giving each of the Trustors written notice specifying the effective date of such resignation.

16. Any successor Trustee shall be vested with all of the rights, powers, duties, and discretion conferred by this instrument upon the original Trustee.

17. In the event that Lawrence Ray Thompson is unable or unwilling to serve for any reason, then Karen Thompson Atkins is hereby appointed as successor Trustee in his place. In the

event that Karen Thompson Atkins is also unable or unwilling to serve as Trustee for any reason, then Linda Thompson Lanning is hereby appointed as successor Trustee in her place. In the event that Linda Thompson Lanning is also unable or unwilling to serve as Trustee for any reason, then James Alan Thompson is hereby appointed as successor Trustee.

WITNESS THE SIGNATURES of the parties this the 3rd day of September 1999.

Linda Thompson Lanning
LINDA THOMPSON LANNING, TRUSTOR

James A. Thompson
JAMES ALAN THOMPSON, TRUSTOR

Karen Thompson Atkins
KAREN THOMPSON ATKINS, TRUSTOR

Lawrence Ray Thompson
LAWRENCE RAY THOMPSON, TRUSTOR

Lawrence Ray Thompson
LAWRENCE RAY THOMPSON, TRUSTEE

STATE OF MISSISSIPPI

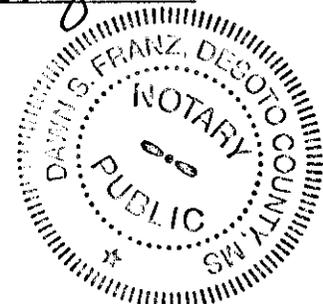
COUNTY OF DESOTO

THIS DAY PERSONALLY came and appeared before me the undersigned authority in and for the state and county aforesaid, the within named LINDA THOMPSON LANNING, who acknowledged that she executed and delivered the above and foregoing instrument on the day and year therein mentioned in her capacity as Trustor of the Intervivos Trust Agreement.

This the 3rd day of September 1999.

Dawn S. Franz
Notary Public

My Commission Expires:
8/30/2002



STATE OF MISSISSIPPI

COUNTY OF DESOTO

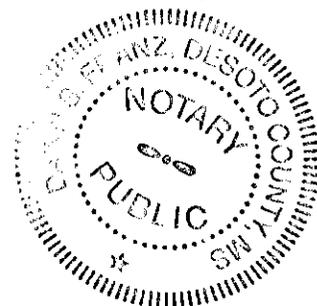
THIS DAY PERSONALLY came and appeared before me the undersigned authority in and for the state and county aforesaid, the within named JAMES ALAN THOMPSON, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned in his capacity as Trustor of the Intervivos Trust Agreement.

This the 3rd day of September 1999.

Dawn S. Franz
Notary Public

My Commission Expires:

8/30/2002



STATE OF MISSISSIPPI

COUNTY OF DESOTO

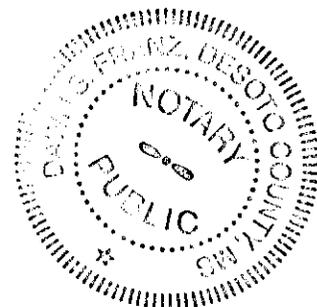
THIS DAY PERSONALLY came and appeared before me the undersigned authority in and for the state and county aforesaid, the within named KAREN THOMPSON ATKINS, who acknowledged that she executed and delivered the above and foregoing instrument on the day and year therein mentioned in her capacity as Trustor of the Intervivos Trust Agreement.

This the 3rd day of September 1999.

Dawn S. Franz
Notary Public

My Commission Expires:

8/30/2002



STATE OF MISSISSIPPI

COUNTY OF DESOTO

THIS DAY PERSONALLY came and appeared before me the undersigned authority in and for the state and county aforesaid, the within named LAWRENCE RAY THOMPSON, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned in his capacity as Trustor and Trustee of the Intervivos Trust Agreement

This the 3rd day of September 1999.

Dawn S. Franz
Notary Public

My Commission Expires:
8/30/2002

