

P Book 88 Pg 415

RETURN TO:
BRIDGEPORT & BUNTIN
P. O. BOX 241
SOUTHAVEN, MS 38671
393-4450

STATE MS. DECEDE CO.
FEB 13 2 02 PM '01

DECLARATION AND AGREEMENT OF TRUST

BK 88 - 415

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Settlers, JAMES FAY HALL, JR., and CATHERINE KELLER HALL, do hereby declare, and agree with each other, that we hold all that certain property listed and described as included property in the annexed Schedules A and B in trust for the uses, purposes, and benefits, and upon the terms and conditions stated herein, to wit:

ARTICLE 1

The Trust property, consisting originally of the assets listed as included property in Schedules A and B but including as well investments and reinvestments of the proceeds thereof and any other items which may hereafter be added to the Trust by either Settlor, shall be managed by the Trustees, who shall collect the net issues, rents, profits, and other income therefrom and pay all expenses incurred in the management thereof. While both Settlers live the net income remaining, to the extent not withdrawn by Settlers, may be retained, added to principal, and reinvested by the Trustees. Distributions from such income, however, and/or from principal as well, shall be made to Settlers in such amounts and at such times as they may require and request for living expenses, maintenance, support, sickness, accident, or any other purpose, so long as Settlers both shall live.

ARTICLE 11

Upon the death of the first Settlor to die, the Trust property (including any assets which may be added thereto under the Will of said first decedent) shall be divided into two parts, to be thereafter known as Trust A and Trust B. Trust A shall comprise only assets transferred under this instrument by the said first decedent, including investments and reinvestments of the proceeds thereof, except those otherwise disposed of as detailed below in this Article. Trust B shall comprise the rest of the assets held hereunder, namely those transferred hereto by the surviving Settlor, including investments and reinvestments of the proceeds thereof.

From the inception of their marriage, the Settlers have agreed that their bank accounts, their investments, their home, their household furnishings, including articles of furniture, rugs, draperies, paintings and other works of art, their Knabe piano, and their Thomas organ were, and are, to be acquired and held as tenants by the entireties; and they have faithfully abided by that agreement. The agreement, however, does not apply to assets and properties acquired by Settlor JAMES FAY HALL, JR., under trusts established by his parents on November 21, 1967, except to the extent that he has made or shall have made withdrawals from the income and principal thereof and deposited the same in bank accounts held with his wife as tenants by the entireties. The Settlers have therefore opted not to

transfer all their assets and properties to this Trust, so that those excluded may pass to the survivor by operation of law either as the surviving tenant by the entireties or as the designated beneficiary.

The properties so excluded consist of their bank accounts, a tax-exempt unit trust, their life insurance and travel accident policies, their interests in pension plans and IRAs, their home at 926 Remington Road, Wynnewood, Pennsylvania 19096, and the household furnishings therein. In these circumstances the following provisions shall apply:

(A) If Settlor JAMES FAY HALL, JR., is the first to die, his clothing, jewelry, tools, other personal effects, and his 1963 Corvette convertible or any other automobile registered in his name as a replacement thereof shall go to his wife, the surviving Settlor, outright as her sole property. Then only the remaining properties contributed to this Trust by him shall go to his Trust A.

(B) If Settlor CATHERINE KELLER HALL is the first to die, her clothing, furs, jewelry, other personal effects, and her 1976 Cadillac Eldorado convertible or any other automobile registered in her name as a replacement thereof shall go to her husband, the surviving Settlor, outright as his sole property. Then only the remaining properties contributed to this Trust by her shall go to her Trust A.

ARTICLE III

All the net income of Trust A shall be distributed to the surviving Settlor in monthly or other convenient intervals (but at least annually) for the remaining life of said surviving Settlor. In addition, so much of the principal of Trust A as may be needed, in the sole discretion of the Trustee or Trustees other than the surviving Settlor, may be applied toward the health, support or maintenance of the surviving Settlor, but only after the income of Trust A and the income and principal of Trust B, as well as any other resources available to the surviving Settlor, shall have been expended and exhausted.

ARTICLE IV

So much of the net income of Trust B as the surviving Settlor may from time to time require and request shall be distributed to him or her. Any excess thereof may be added to principal and reinvested by the Trustees. In addition, the surviving Settlor may withdraw from time to time such amount or amounts of principal, including all thereof, as he or she may desire.

ARTICLE V

Upon the death of the surviving Settlor, both Trust A and Trust B shall terminate; and the proceeds and remaining assets thereof shall be distributed in equal shares to the two children of Settlers, MARIANNE LOIS HALL and GERALDINE HALL (MRS. DWIGHT DAVID) MARTIN. If either of them shall then be deceased with

issue then surviving, her share shall go to such issue per stirpes; provided, however, that if any such issue shall then be under age twenty-one (21), the share of such issue shall be held upon a further Trust, with the Trustee or Trustees having discretion to apply the income and principal for the health, education, support, or maintenance of the beneficiary, distributing the remaining portion, if any, to such beneficiary upon the attainment of age twenty-one (21).

If either MARIANNE LOIS HALL or GERALDINE HALL MARTIN shall be deceased without issue living at the death of the surviving Settlor, then her share shall go to the other or to the other's then-living issue per stirpes if the other is also then deceased. If neither MARIANNE LOIS HALL nor GERALDINE HALL MARTIN nor any issue of either shall be living at the death of the surviving Settlor, then the remaining properties or proceeds thereof in the Trust to which Settlor JAMES FAY HALL, JR., transferred his assets shall be distributed outright to SAINT MARGARET CHURCH 208 N. Narberth Avenue, Narberth, Pennsylvania 19072; and the remaining properties or proceeds thereof in the Trust to which Settlor CATHERINE KELLER HALL transferred her assets shall be distributed in equal shares among her nieces and nephews, the children of her sister, the late VERONICA KELLER DOUGHERTY, of her late brother, CHARLES EDWARD KELLER, and of her brother, JOHN JOSEPH KELLER, with the share of any who is then deceased to go to his or her issue per stirpes.

ARTICLE VI

The Trustees are authorized and directed to use, pay, or apply so much of the Trust properties as may be needed to cover estate and inheritance taxes (including the discretion to accelerate and prepay any of the same which may otherwise come due at a later time) which are incurred by reason of the death of either Settlor, as well as the debts of such Settlor, funeral expenses, and administrative expenses, if any. In the case of the first Settlor to die the necessary funds shall be taken from Trust A, and in the case of the surviving Settlor the funds shall be taken from Trust B.

ARTICLE VII

Being duly advised in that regard, each Settlor reserves the right, so long as they both shall live, to alter, amend, or revoke the Trust as to property contributed by him or her, or the assets derived from or attributable to such property, and to withdraw the same from the Trust. Trust A shall become irrevocable from and after the death of the first Settlor to die. The surviving Settlor, until death, shall continue to have the right, from time to time, to alter, amend, or revoke Trust B and to receive distribution of all or part of the assets thereof free and discharged of trust.

ARTICLE VIII

Upon the death of the first Settlor to die, the surviving Settlor shall be joined by MARIANNE LOIS HALL and GERALDINE HALL.

MARTIN as Co-trustees. Except as specifically provided herein to the contrary, the Trustees may act by a majority of their number. It is the intent of the Settlers that the survivor of them, so long as willing and able, shall be the managing Trustee in the routine administration of Trust A and Trust B. As such, the survivor shall have full power to act alone without the joinder of the other Trustees in the receipt and deposit of checks, drafts, and other documents and in the drawing of checks and drafts on bank accounts or other financial institution accounts of the Trusts, and the buying and selling of securities and other assets of the Trusts, provided, always, as noted above, that only the other Trustees shall have sole power to invade the principal of Trust A for the benefit of the surviving Settlor.

In the event of the disability of the surviving Settlor at any time, the other Trustees shall continue the management of both Trusts for the benefit of said survivor. By agreement between them, either one may be designated as the managing Trustee for the routine administration of the Trusts, with power in the designee to act alone in such routine administration, just as noted above with respect to the surviving Settlor as the managing Trustee. If either MARIANNE LOIS HALL or GERALDINE HALL MARTIN shall at any time be unavailable to serve as Trustee, the other may serve or continue to serve with the surviving Settlor as Co-trustees or to serve as sole Trustee in the event of the disability of the surviving Settlor.

In case of any Trust for issue of MARIANNE LOIS HALL, as provided in Article V, GERALDINE HALL MARTIN may act as sole Trustee, with power to name her successor. In case of any Trust for issue of GERALDINE HALL MARTIN, her husband, DWIGHT DAVID MARTIN, may act as sole Trustee; or if he is at any time unavailable, then MARIANNE LOIS HALL may act as sole Trustee, with power to name her successor.

The surviving Settlor and any individual Co-trustee related by blood or marriage to either Settlor may add to their number as a Co-trustee, or as sole Trustee if they deem that advisable, any bank or other financial institution; and such individuals shall have power at any time to remove such bank or institution and either resume individual Trusteeship or appoint another bank or financial institution as successor, with similar powers of removal of such successor and appointment of another such successor, and so on.

ARTICLE IX

The Settlers hereby reserve the right to transfer additional properties, from time to time, to the Trust or Trusts hereby created; and the Trustees, for themselves and their successors in trust, agree to accept the same for administration and disposition hereunder.

ARTICLE X

The Trustees, without application to any court for more especial authority therefor, shall, in addition to any authority given them by law have full power in the management of the Trusts:

(A) To sell, without notice, at public or private sale, and to exchange, mortgage, lease for any term, pledge, partition, appraise, apportion, divide in kind, borrow on, or hypothecate any and all of the Trust funds and properties, whether realty or personalty, upon such terms and conditions as they may deem best, and in so doing to execute all necessary deeds or other instruments. No person dealing with the Trustees shall be required to look to the application of any money or other property paid or transferred to the Trustees.

(B) To retain any securities now or hereafter transferred to them and to invest and reinvest any funds or moneys coming into their hands as Trustees in stocks, bonds, other securities, or other properties, real or personal, including investment company shares and mutual fund shares, without being limited to investments which may be prescribed by law for trust funds, and without liability on the Trustees' part for any loss or depreciation in value of any such investments. The Trustees, and especially the managing Trustee, are hereby authorized to endorse for deposit the name or names of either or both Settlers who may be deceased on any checks, drafts, and the like in payment of dividends, interest, or other income or receipts, and to sign such names to any proxies or other documents relating to securities and other assets which may be registered in the Settlers' name until such time as they deem it convenient to change such registrations.

(C) To purchase securities at a premium and to hold securities purchased at a premium, without the necessity of setting aside a sinking fund from income to absorb or retire such premium.

(D) To hold or register properties in their name or names as Trustees, or in their name or names as individuals, or in the names of their nominees, or to take and keep the same unregistered and retain them in such condition that they will pass by delivery.

(E) To borrow money for any purpose in connection with the administration of the Trusts and to encumber or pledge all or any part of the Trust properties as security therefor.

(F) To pay all reasonable costs, charges, and expenses incurred in the administration of the Trusts.

(G) To pay such assessments, expenses, or sums of money as the Trustees deem expedient for the protection of any of the Trust investments.

(H) To employ such agents, attorneys, accountants, and counsel, including investment counsel, as may be reasonably necessary or desirable in managing, protecting, and investing the Trust funds, and to pay them reasonable compensation therefor.

(I) To contract with others and to stipulate in the contract or contracts against the personal liability of the Trustees.

(J) To sue on behalf of the Trusts and to defend any suit against the Trusts.

(K) To compromise, settle, or arbitrate any claims in favor of or against the Trusts.

(L) To vote, in person or by proxy, any stock or other security held in Trust and to exercise any and all rights of stockholders, bondholders and security holders, with respect to any stocks, bonds, or other securities held in Trust, including the exercise of subscription rights and conversion privileges, and to participate in voting trusts with other stockholders and in consolidation, merger, reorganization, or financial readjustment of any corporation or corporations, including the exchange of stock or securities in connection therewith.

(M) In their discretion, to use deductions for purposes of either income tax or estate tax in whatever way they deem best and to exercise, or not exercise, as they deem best, any elections available under applicable estate and inheritance tax laws, without liability to any beneficiary by reason of their determination thereof.

(N) To do any and all acts and things necessary, proper, or advisable to effectuate the purposes of the Trusts; but such powers and authority shall be exercised by the Trustees exclusively for the benefit of the beneficiaries.

In the exercise of any of the powers herein conferred, the Trustees shall be free and wholly exonerated from liability on account of any honest error of judgment, or by reason of acts or things done, suffered, or omitted in good faith and without

willful default or neglect. The Trustees are hereby specifically excused from giving bond or other security for the faithful performance of their duties as such Trustees.

ARTICLE XI

To the maximum extent permitted by law, neither the principal nor the income of any Trust hereunder shall be subject to attachment or sequestration for the satisfaction of claims of any creditor against any Trust beneficiary. Neither principal nor income shall be pledged, assigned, transferred, conveyed, sold, or in any manner whatsoever accelerated, anticipated, or encumbered by any beneficiary.

ARTICLE XII

In the event both Settlers should die in a common accident or otherwise under such circumstances that it is difficult to determine which one actually survived, then it is the wish of each of the Settlers that the following shall be conclusively presumed:

(A) Settlor CATHERINE KELLER HALL shall be deemed to be the survivor with respect to the Settlers' home at 926 Remington Road, Wynnewood, PA 19096, and all the household furnishings therein, her personal effects, her insurance policies, any automobile or automobiles registered in her name, her interest in the corporate stocks listed in Schedule B, her Vanguard IRA, the Settlers' bank accounts and Nuveen S-20-PA-M Unit Trust all held as tenants by the entireties, and the following properties

of Settlor JAMES FAY HALL, JR., all payable to her as primary beneficiary: his insurance policies (except Flight Insurance), his H. R. 10 Keogh Pension Plan, and his Vanguard IRA. The properties she contributed under Schedule B as "included property" shall be considered to be in Trust "B", and she shall be deemed also to have contributed to trust "B", before her death, the home and furnishings therein, the bank accounts, the Nuveen Unit Trust, and all the properties derived from Settlor JAMES FAY HALL, JR., as the primary beneficiary of his insurance policies, Keogh Plan and IRA.

(B) Settlor JAMES FAY HALL, JR., shall be deemed to be the survivor with respect to his interest in the Mississippi farm property, the Mississippi mineral rights, his personal effects, his automobile or automobiles, his Rohm and Haas-Citibank-Alliance Fund Pension Plan, and his interest in all the corporate stocks listed in Schedule A.

IN WITNESS WHEREOF the Settlers have hereunto set their signatures and seals this 7th day of December, 1992, thereby indicating their acceptance of the Trusts on the terms and conditions herein stated.

In the presence of:

Ellen G. Clinton
Five Radon Corp. Clk. #1446
Radon, PA 19087
Address:
210 Radon Dodge Road
Radon, PA 19087
Address:

James Fay Hall, Jr. (SEAL)
James Fay Hall, Jr.
Settlor and Trustee
Catherine K. Hall (SEAL)
Catherine Keller Hall
Settlor and Trustee

SCHEDULE A

OF PROPERTY TRANSFERRED TO THIS TRUST BY SETTLOR JAMES FAY HALL, JR.
AND ALSO OF PROPERTY INTENTIONALLY EXCLUDED BY HIM FROM TRANSFER HERETO

INCLUDED PROPERTY

Corporate Stocks

His undivided one-half interest, previously held with his wife as tenants by the entireties, in the following common stocks:

Adams Express Company	1,265	shares
Baxter International, Inc.	19	"
Central Maine Power Co.	892	"
Commonwealth Energy System	790	"
Consolidated Edison Co.	474	"
Exxon Corporation	200	"
Gen. American Investors, Inc.	1,560	"
General Electric Co.	40	"
General Motors Corp.	10	"
International Business Machines	100	"
Philadelphia Electric Co.	1,000	"
Rohm and Haas Co.	1,755	"
Salomon Bros. Fund, Inc.	2,047	"
Texaco, Inc.	100	"
UGI Corporation	200	"

His entire interest as sole owner in the following common stocks:

American Elec. Power Co.	400	shares
New York State E & G Co.	400	"
Pub. Service Co. of Col.	400	"
Texas Utilities, Inc.	400	"

Other Personal Property

All his articles of clothing, jewelry, tools, and other personal effects.

His 1963 Corvette convertible automobile, or any other automobile registered in his name as a replacement thereof.

Real Property

His undivided one-half interest in that certain Southaven, Mississippi, farm property, known as 9114 Airways Blvd., situate in the northeast corner of the intersection of said Airways Blvd. and

State Line Road, containing 33 acres, more or less, as recorded in Book 205, page 132 of the Land Records of Warranty Deeds of DeSoto County, Mississippi.

His undivided one-half interest in those certain mineral rights situate in Itawamba County, Mississippi, consisting of one-third (1/3) on 60 acres and one-sixth (1/6) on 100 acres in the NE one-quarter (1/4) Section, 30 T. 10 East, as recorded in Book 7, page 117 among the Land Records of said county.

EXCLUDED PROPERTY

Bank Accounts

His undivided interest as tenant by the entireties with his wife in the following accounts:

Colonial National Bank USA Wilmington, Delaware	Guaran-T Acct. No. 10251080-05
Fidelity Bank (Ardmore Branch) Philadelphia, Pennsylvania	Checking Acct. No. 311 089 7 Savings Acct. No. 44-002881-9
Germantown Savings Bank GSB Wynnewood, Pennsylvania	Checking Acct. No. 10-970541

Tax-exempt Unit Trust

His undivided interest as tenant by the entireties with his wife in the following account:

Nuveen S-20 PA-M	200 Units
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Life Insurance Policies

Lincoln National Life Insurance Co.	Pol. No. 2,007,158,202
New York Life Insurance Company	Pol. No. 11,758,479
New York Life Insurance Company	Pol. No. 11,758,480
Prudential Insurance Company	Pol. No. 9,421,631
Rohm and Haas Co. Group Life Insurance contracts: Continental Assurance Company Travelers Insurance Company	

Travel Accident Policies

American Express Company - Flight insurance of \$1,000,000.00 purchased by use of the American Express card to pay for each flight

National Financial Ins. Co. Pol. No. PY 130,657 (Originally American Motorists Insurance Company.)

Pension Plans

Rohm and Haas Company Plan, administered by the Company, under which Settlor has elected a joint and survivor annuity for himself and his wife, with 100% of the monthly pension payable to the survivor for life.

A separate Rohm and Haas Company Plan for the benefit of James Fay Hall, Jr., administered by Citibank of New York City, Trustee, in Trust Account No. 196024, now invested in the Alliance Fund, Account No. 24478.

An H. R. 10 Keogh Plan, under the Master Plan of the American Bar Association, now administered by The State Street Bank of Boston, Massachusetts, in its Growth Equity Fund.

An Individual Retirement Account (IRA) Plan now administered by Vanguard Fiduciary Trust Company, of Valley Forge, Pennsylvania, Account No. 9878269919, which is invested in two Vanguard Funds:

Vanguard Index Trust 500 Portfolio (No. 40)

Vanguard Specialized Portfolios Health Care Portfolio
(No. 52)

Under the second, third, and fourth plans listed above, the Settlor has elected the minimum payout required by Internal Revenue Service regulations based upon his and his wife's joint life expectancy as recalculated each year, and his wife has been designated as the primary beneficiary of all three plans. It is the Settlor's intent, in excluding these four plans from his Trust, that all shall pass by operation of law to the designated beneficiary or beneficiaries named in the contracts or plan documents.

Tangible Personal Property

His undivided interest as tenant by the entirety with his wife in all their household furnishings, including, inter alia, all articles of furniture, rugs, draperies, paintings and other works of art, their Knabe piano, and their Thomas organ, all of which both intend to pass by operation of law to the survivor.

Real Property

His undivided interest as tenant by the entirety with his wife in their home situated at 926 Remington Road, in Wynnewood, Pennsylvania 19096, which they both intend to pass by operation of law to the survivor.

SCHEDULE B

OF PROPERTY TRANSFERRED TO THIS TRUST BY SETTLOR CATHERINE KELLER HALL,
AND ALSO OF PROPERTY INTENTIONALLY EXCLUDED BY HER FROM TRANSFER HERETO

INCLUDED PROPERTYCorporate Stocks

Her undivided one-half interest, previously held with her husband as tenants by the entireties, in the following common stocks:

Adams Express Company	1,265	shares
Baxter International, Inc.	19	"
Central Maine Power Co.	892	"
Commonwealth Energy System	790	"
Consolidated Edison Co.	474	"
Exxon Corporation	200	"
Gen. American Investors, Inc.	1,560	"
General Electric Company	40	"
General Motors Corporation	10	"
International Business Machines	100	"
Philadelphia Electric Co.	1,000	"
Rohm and Haas Co.	1,755	"
Salomon Bros. Fund, Inc.	2,047	"
Texaco, Inc.	100	"
UGI Corporation	200	"

Other Personal Property

All her articles of clothing, jewelry, furs, and other personal effects.

Her 1976 Cadillac Eldorado convertible automobile, or any other automobile registered in her name as a replacement thereof.

EXCLUDED PROPERTYBank Accounts

Her undivided interest as tenant by the entireties with her husband in the following accounts:

Colonial National Bank USA Wilmington, Delaware	Guaran-T Acct. No. 10251080-05
Fidelity Bank (Ardmore Branch) Philadelphia, Pennsylvania	Checking Acct. No. 311 089 7 Savings Acct. No. 44-002881-9
Germantown Savings Bank GSB Wynnewood, Pennsylvania	Checking Acct. No. 10-970541

Real Property

Her undivided interest as tenant by the entireties with her husband in their home situated at 926 Remington Road, Wynnewood, Pennsylvania 19096, which they both intend to pass by operation of law to the survivor.