

P. BK 93 PG 179
THE Rita B. Schelly

STATE MS.-DESOTO CO.
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REVOCABLE TRUST AGREEMENT

BK 93 PG 179
W.E. DAVIS CH. CLK.]

I, Rita B. Schelly, of 7961 Sylvan Lane, Olive Branch, Mississippi, hereby transfer to Rita B. Schelly, as Trustee, the property identified in the attached Schedule of Property. I have also caused or will cause the death benefits under the insurance policies on my life identified in the attached Schedule of Insurance to be made payable to the trustee. The trust property so identified, all rights as beneficiary of those policies, the proceeds of those policies when received, any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof Intrust principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated the "Rita B. Schelly TRUST AGREEMENT DATED January 1, 2000," and the initial trust hereby evidenced, as from time to time amended, may be designated the "Rita B. Schelly TRUST DATED January 1, 2000."

ARTICLE II

Commencing as of the date of this instrument and during my Lifetime the trustee shall administer the trust principal and any net income thereof as follows:

- A. The trustee shall distribute to me or apply for my benefit Pay or apply for my benefit such amounts of net income and principal, even to the extent of exhausting income and principal, as the trustee believes desirable from time to time for my health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee.

- B. In addition, the trustee shall distribute to me or others such amounts of net income and principal as I may from time to time direct in writing, except that if the trustee believes that I am unable to manage my business affairs properly because of advanced age, illness, or other cause, the trustee may, in the trustee's sole discretion, decide not to honor my written direction.

ARTICLE III

As of the date of my death the trustee shall provide for payment out of the trust principal, without seeking reimbursement or recovery from any person, of all (a) my legally enforceable debts, including debts owed by me to a trustee individually, except debts which constitute a lien or encumbrance on real property, (b) the expenses of my last illness and funeral, © the administration expenses payable by reason of my death, and (d) the estate, inheritance, and ether death taxes (including interest and penalties, if any, but excluding any generation-skipping tax) payable in any jurisdiction by reason of my death (including those administration expenses and death taxes payable with respect to assets which do not pass under this trust) other than that part of any such death taxes attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment and with respect to which the personal representative of my estate shall be authorized to seek reimbursement or recovery. However, in no event shall any amount not otherwise includable in my gross estate for federal estate tax purposes, nor any property traceable to any such amount, be used to pay the preceding items. The trustee shall certify to the personal representative of my probate estate the extent to which the principal available for payment of the preceding items is or will be insufficient. Any generation-skipping tax resulting from a transfer occurring under this instrument shall be charged to the property constituting the transfer in the manner provided by applicable law.

ARTICLE IV

- A. As of the date of my death, but after providing for the payments, if any, required by Article III of this instrument, the trustee shall distribute the remaining

trust principal (including property to which the trustee may be entitled under my will or from any other source), per stirpes, to my then living descendants over the age of 25 years.

- B. The trustee shall withhold any property otherwise distributable under paragraph A of this Article to a beneficiary who has not reached the age of twenty-five years and will retain the property for that beneficiary in a separate trust named for the beneficiary, to be distributed to the beneficiary when he or she reaches the age of twenty-five years, or before then if the trustee so elects. The trustee shall apply as much of the net income and principal of the trust so retained as the trustee believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee. If the beneficiary for whom this trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the beneficiary's estate.

ARTICLE V

The provisions of this Article shall apply to each trust held under this instrument:

- A. If at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the trustee is incapable of properly managing his or her financial affairs, then the trustee may make those distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the trustee for the beneficiary under a Uniform Gifts to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the trustee considers

advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed guardian of the estate, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

- B. Among the circumstances and factors to be considered by the trustee in determining whether to make discretionary distributions of net income or principal to a beneficiary are the other income and assets known to the trustee to be available to that beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.
- C. In all circumstances, despite any provision of law to the contrary, no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the trustee, or to involuntary transfer in any event.
- D. If at any time after my death the trustee shall determine that the trust is of a size that is no longer economical to administer, the trustee, without further responsibility, may (but need not) distribute the trust to the beneficiary for whom the trust is named.
- E. Notwithstanding any other provision of this instrument, at the end of twenty-one years after the death of the last to die of myself and all descendants of mine who are living at my death, the trustee shall distribute the principal and all accrued or undistributed net income of the trust to the beneficiary for whom the trust is named.
- F. For all purposes of this instrument, in determining whether a person is a child or descendant of any other

person, legal adoption before the person adopted reached the age of twenty-one years, but not thereafter, whether single or successive, shall be equivalent in all respects to blood relationship.

ARTICLE VI

- A. The trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the trustee:
1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the trustee, including partnership interests (whether general, special, or limited), even though the trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;
 2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;
 3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;
 4. To invest in bonds, common or preferred stocks,

notes, real estate mortgages, common trust funds, shares of regulated investment companies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by trustees;

5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;
6. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;
7. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustee, in the name of a nominee, or in unregistered form;
8. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any trustee, and to employ or appoint and pay reasonable compensation to accountants, depositories, investment counsel, attorneys, attorneys-in-fact, and agents (with or without out discretionary powers);

9. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the trustee is also the fiduciary or one of the fiduciaries of the other trust or estate;
 10. To compromise or abandon any claim in favor of or against the trust;
 11. To lend money to, and to purchase property from, the personal representative of my estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;
 12. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, allocating to each trust an undivided interest in the commingled property;
 13. To receive any property, real or personal, to be added to the trust, from me in any event (and, if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise;
 14. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability; and
 15. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.
- B. In addition to all powers set forth above, my trustee shall also have all of the powers enumerated in Mississippi Code, as in effect from time to time and the introductory paragraph and all subparagraphs thereof, to the extent not inconsistent with the expressed provisions hereof, and such provisions are

incorporated herein by reference as fully as though stated herein.

- C. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security and bond as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.
- D. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any trustee hereunder shall be required or protections privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.
- E. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Tennessee.
- F. The compensation of any corporate trustee shall be in accordance with its published schedule of fees as in effect at the time the services are rendered. Such compensation may be charged to principal or to income or partly to each in the discretion of the corporate trustee. In the event my estate is not subject to probate and no personal representative is appointed, the corporate trustee shall prepare and file, or cause to be prepared and filed, the federal estate tax return and such other returns as may be necessary. For any such extraordinary services, the corporate trustee shall receive additional compensation.

ARTICLE VII

- A. Any trustee may resign at any time by giving prior written notice to me, if I am then living, or if I am not then living, to the beneficiary or beneficiaries to whom the current trust income may or must then be

distributed.

- B. If I should die, become incapacitated, or for any reason cease to act as trustee hereunder for any reason, then I designate Nicholas R. Lancaster as the successor trustee. If Nicholas R. Lancaster cannot or will serve as Trustee, then I appoint John J. Schelly, Sr. as Substitute Trustee.
- C. If either Nicholas R. Lancaster or John J. Schelly, Sr. cannot or will serve as successor trustee hereof, then the person or persons indicated in paragraph F of this Article shall, by written instrument, appoint any person, or any bank or trust company, within or outside the State of Tennessee, as successor trustee.
- D. The person or persons indicated in paragraph F of this Article may at any time, by written instrument, approve the accounts of the trustee with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.
- E. If any corporate trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become trustee in place of its corporate predecessor.
- F. A successor trustee may be appointed pursuant to paragraph B of this Article and the accounts of the trustee may be approved pursuant to paragraph C of this Article by me, if then living, or after my death, the appointment of a successor trustee or approval of accounts may be accomplished by a majority in number of the beneficiaries to whom the current trust income may or must then be distributed. If any person so designated to act is then under legal disability, the instrument of appointment or approval may be signed by the lawful guardian of such person on his or her behalf.

- G. The incumbent trustee shall have all of the title, powers, and discretion granted to the original trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee. With the approval of the person or persons indicated in paragraph F of this Article who may approve the accounts of the trustee, a successor trustee may accept the account furnished, if any, and the property delivered by or for a predecessor trustee without liability for-so doing, and such acceptance shall be a full and complete discharge to the predecessor trustee.

ARTICLE VIII

With respect to any life insurance policies or employee benefit plans not owned by the trust but made payable to the trustee, I direct that:

- A. The trustee shall have no responsibility for payment of premiums or assessments on the policies, or responsibility to see that premiums or assessments are paid by others, and the companies issuing them shall have no responsibility to see to the fulfillment of any trust hereunder or to the application of any proceeds;
- B. The trustee's receipt and release shall release and discharge any obliger for any payment made and shall bind every trust beneficiary hereunder; and
- C. The trustee shall have no duty to bring suit for payment of any of the policies or plan benefits, unless the trustee holds funds out of which the trustee may be indemnified against all expenses of suit, including legal fees.

ARTICLE IX

- A. I reserve to myself all rights now or hereafter vested in me as owner of any life insurance policies made payable to the trustee, including the rights to change beneficiaries, to borrow money from the issuing companies, the banking department of any corporate

trustee acting hereunder, or others) using the policies as security, to surrender the policies for cash, to receive dividends and all other payments available to the owner, and to withdraw any policies held by the trustee (in which the trustee shall have no duty to seek their return).

- B. I reserve the right from time to time during my life, by written instrument delivered to the trustee, to amend or revoke this instrument in whole or in part; provided, however, that no amendment may substantially increase the duties of the trustee or decrease trustee compensation without the written consent of the trustee, and if this instrument is completely revoked, all trust property and policies of insurance held by the trustee shall be transferred and delivered to me or as I may otherwise direct in writing.

I now sign this trust agreement on January 1, 2000.

Rita B Schelly
Settlor

The trusts created by the foregoing instrument are accepted as of the day and year last above written.

Rita B Schelly
Trustee

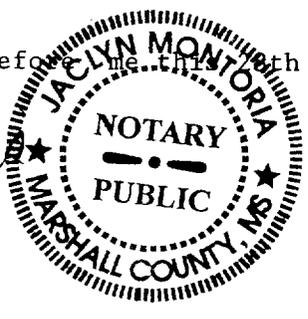
Rita B Schelly
Settlor

Rita B Schelly
Trustee

State of Miss
County of DeSoto

Sworn to and subscribed before me this 1st day of February, 2002.

Jaclyn Montoria
Notary



My Commission Expires:
October 1, 2005

Schedule "A"

LIST OF ASSETS

The following described property is hereby conveyed and transferred to, and deposited with, the Trustee of this Trust subject to the terms and conditions of the foregoing Trust Agreement:

- 1. The following real property:
 - 2331 Bethany, Southaven, Miss. 38671
 - 386 North Hollywood, Memphis, Tenn
- 2. Cash in the amount of \$40,000.00
- 3. The following insurance policies:

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Approved:

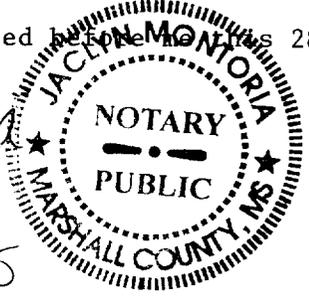
Rita B Schelly
SETTLOR

Rita B Schelly
INDIVIDUAL TRUSTEE

State of Miss
County of DeSoto

Sworn to and subscribed before me this 28th day of Feb. 2002.

Jaclyn Montora
Notary



My Commission Expires:
October 1, 2005

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
February, 192002, within my jurisdiction, the within named
Rita B. Schelly, who acknowledged that (he) (she) (they)
executed the above and foregoing instrument.

W.E. Davis Chancery Clerk
By: M. Neff D.C.

My Commission EXPIRES
JAN. 5, 2004
My commission expires

