REVOCABLE Two-PARTY LIVING TRUST

Known as

The Henry G. Dalehite, Jr. and Sandra L. Dalehite Living Trust

Date: 9-8-01

Agreement made and executed this 9th. day of September, 2001 (year), by and between Henry G. Dalehite, Jr. and Sandra L. Dalehite, hereinafter referred to as the Grantors, and Henry G., III & Kelly R. Dalehite, hereinafter referred to as the Trustee.

If the above-named Trustee should be unable to serve due to death, incapacity or unwillingness, Grantors, Henry G., Jr., & Sandra L. Dalehite, names as successor Trustees, Henry G. Dalehite III & Kelly R. Dalehite with all the rights and duties as stated herein.

Grantors desires to create a revocable trust of the property described in Schedule A hereto annexed, together with such monies, and other assets as the Trustee may hereafter at any time hold or acquire hereunder (hereinafter referred to collectively as the "Trust Estate") for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Grantors agrees to execute such further instruments as shall be necessary to vest the Trustees with full title to the property, and the Trustees agrees to hold the Trust Estate, IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

The Trustees shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

I

(1) During the lifetime of the Grantors, the Trustees shall pay to or apply for the benefit of the Grantor all the net income from the Trust.

(2) During the lifetime of the Grantors, the Trustees may pay to or apply for the benefit of the Grantors such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Grantors, taking into consideration to the extent the Trustees deems advisable, any other income or resources of the Grantors known to the Trustees.

(3) The Grantors may at any time during his/her lifetime and from time to time, withdraw all or any part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by him/her to the Trustee, describing the property or portion thereof desired

to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Grantor, free of trust, the property described in such instrument.

(4) In the event that the Grantor is adjudicated to be incompetent or in the event that the Grantor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle his/her own affairs, then and in that event the Trustee may during the Grantor's lifetime, in addition to the payments of income and principal for the benefit of the Grantor, pay to or apply for the benefit of the Grantor's spouse, and of any one or more of Grantor's minor children, such sums from the net income and from the principal of this Trust in such shares and proportions as in its sole discretion it shall determine to be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Grantor's said spouse and children taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Grantor's said spouse and minor children known to the Trustee.

(5) The interests of the Grantor shall be considered primary and superior to the interests of any beneficiary.

II

The Grantor reserves and shall have the exclusive right any time and from time to time during his/her lifetime by instrument in writing signed by the Grantor and delivered to the Trustee to modify or alter this Agreement, in whole or in part, without the consent of the Trustee or any beneficiary provided that the duties, powers and liabilities of the Trustee shall not be changed without his/her consent; and the Grantor reserves and shall have the right during his/her lifetime, by instrument in writing, signed by the Grantor and delivered to the Trustee, to cancel and annul this Agreement without the consent of the Trustee or any beneficiary hereof. Grantor expressly reserves the right to appoint successor trustees, replace present trustees and change the beneficiaries or the rights to property due any beneficiary.

III

In addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Grantor in this Agreement, the Trustee is authorized to exercise the following powers to the Trustee's sole and absolute discretion.

a. To hold and retain any or all property, real, personal, or mixed, received from the Grantor's estate, or from any other source, regardless of any law or rule of court relating to diversification, or non-productivity, for such time as the Trustee shall deem best, and to dispose of such property by sale, exchange, or otherwise, as and when they shall deem advisable; not withstanding this provision or any other contained herein.

b. To sell, assign, exchange, transfer, partition and convey, or otherwise dispose of, any property, real, personal or mixed, which may be included in or may at any time become part of the Trust Estate, upon such terms and conditions as deemed advisable, at either public or private sale, including options and sales on credit and for the purpose of selling, assigning, exchanging, transferring, partitioning or conveying the same, to make, execute, acknowledge,

and deliver any and all instruments of conveyance, deeds of trust, and assignments in such form and with such warranties and covenants as they may deem expedient and proper; and in the event of any sale, conveyance or other disposition of any of the Trust Estate, the purchaser shall not be obligated in any way to see the application of the purchase money or other consideration passing in connection therewith.

c. To lease or rent and manage any or all of the real estate, which may be included in or at any time become a part of the Trust Estate, upon such terms and conditions deemed advisable, irrespective of whether the term of the lease shall exceed the period permitted by law or the probable period of any trust created hereby, and to review and modify such leases; and for the purpose of leasing said real estate, to make, execute, acknowledge and deliver any and all instruments in such form and with such covenants and warranties as they may deem expedient and proper; and to make any repairs, replacements, and improvements, structural and otherwise, of any property, and to charge the expense thereof in an equitable manner to principal or income, as deemed proper.

d. To borrow money for any purpose in connection with said Trust created hereby, and to execute promissory notes or other obligations for amounts so borrowed, and to secure the payment of any such amounts by mortgage or pledge or any real or personal property, and to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any trust created hereby, for such periods of time as deemed advisable.

e. To invest and reinvest or leave temporarily uninvested any or all of the funds of the Trust Estate as said Trustee in the Trustee's sole discretion may deem best, including investments in stocks, common and preferred, and common trust fund, without being restricted to those investments expressly approved by statute for investment by fiduciaries, and to change investments from realty to personality, and vice versa.

f. To compromise, adjust, arbitrate, sue or defend, abandon, or otherwise deal with and settle claims, in favor of or against the Trust Estate as the Trustee shall deem best and the Trustee's decision shall be conclusive.

g. To determine in a fair and reasonable manner whether any part of the Trust Estate, or any addition or increment thereto be income or principal, or whether any cost, charge, expense, tax, or assessment shall be charged against income or principal, or partially against income and partially against principal.

h. To engage and compensate, out of principal or income or both, as equitably determined, agents, accountants, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, custodians, investment counsel, and other assistants and advisors, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative, provided he or she was selected and retained with reasonable care.

i. To vote any stock, bonds, or other securities held by the Trust at any meetings of stockholders, bondholders, or other security holders and to delegate the power so to vote to attorneys-in-fact or proxies under power of attorney, restricted or unrestricted, and to join in or become party to any organization, readjustment, voting trust, consideration or exchange, and to

deposit securities with any persons, and to pay any fees incurred in connection therewith, and to charge the same to principal or income, as deemed proper, and to exercise all of the rights with regard to such securities.

j. To purchase securities, real estate, or other property from the executor or other personal representative of the Grantor's estate, the executor or other personal representative of the Grantor's spouse's estate, and the Trustees of any agreement or declaration executed by the Grantor during his/her lifetime under his/her last will in case his/her executors or Trustees are in need of cash, liquid assets, or income-producing assets with which to pay taxes, claims, or other estate or trust indebtedness, or in case such executors or Trustees are in need of such property to properly exercise and discharge their discretion with respect to distributions to beneficiaries as provided for under such bills, declarations, or agreements. Such purchase may be in cash or may be in exchange for other property of this Trust, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of said authority.

k. To undertake such further acts as are incidental to any of the foregoing or are reasonably required to carry out the tenor, purpose and intent of the Trust.

l. To make loans or advancements to the executor or other personal representative of the Grantor's estate, the executor or other personal representative of the Grantor's spouse's estate, and the Trustees of any agreement or declaration executed by the Grantor during his/her lifetime or under his/her last will in case such executors or Trustees are in need of cash for any reason. Such loans or advancements may be secured or unsecured, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of this authority.

IV

Upon death of the Grantor, or the last surviving Grantor if more than one, the remaining Trust assets shall be distributed to the beneficiaries in the proportionate or allocable amounts as are specified in the schedule of beneficiaries as may then be in force.

If any beneficiary and the Grantor should die under such circumstances as would render it doubtful whether the beneficiary or the Grantor died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Grantor.

V

If it shall be determined that any provision of the Trust created herein violates any rule against perpetuities or remoteness of vesting now or hereafter in effect in a governing jurisdiction, that portion of the Trust herein created shall be administered as herein provided until the termination of the maximum period allowed by law at which time and forthwith such part of the Trust shall be distributed in fee simple to the beneficiaries then entitled to receive income therefrom, and for the purpose, it shall be presumed that any beneficiary entitled to receive support or education from the income or principal of any particular fund is entitled to receive the income therefrom.

VI

Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

VII

This Trust Agreement shall be construed, regulated and governed by and in accordance with the laws of the State of Mississippi .

I certify that I have read the foregoing Trust Agreement and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustees.

Dated: 8/21/02

Henry G. Dalehite Jr.
Grantor

Sandra L. Dalehite
Grantor

Trustee

Trustee

WITNESSES:

The grantor has signed this trust at the end and has declared or signified in our presence that it is his/her revocable living trust, and in the presence of the Grantor and each other we have hereunto subscribed our names this 21st day of August , 2002 (year).

Witness Signature — Address

Witness Signature — Address

Witness Signature — Address

We, Henry G. Dalehite, Jr, Sandra L. Dalehite, _____, and _____, the grantor and the witnesses, respectively, whose names are signed to the attached and foregoing instrument were sworn and declared to the undersigned that the Grantor signed the instrument as his/her

revocable living trust and that each of the witnesses, in the presence of the Grantor and each other, signed the trust as witnesses.

Grantor: Henry G Dalehite Jr

Grantor: Sandra L. Dalehite

Witness: _____

Witness: _____

Witness: _____

STATE OF Mississippi
COUNTY OF DeSoto }

On August 21, 2002 before me, W.E. Davis (Debra Williams) personally appeared, Henry G Dalehite, Jr Grantor, and Sandra L. Dalehite, ~~witness~~, Grantor, ~~witness~~, _____, ~~witness~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature W.E. Davis (Chancery Clerk)
Notary Public
By Debra Williams (Deputy Clerk)

MY COMMISSION EXPIRES
JAN. 5, 2004

Affiant ___ Known X Produced ID X
ID Produced Drivers License
(Seal)

NOTE: A living trust may be used for any estate. However, if your gross estate (including living trust property) now or in the future, exceeds $625,000 ($1,250,000 for a married couple), consult an attorney.

STATE MS.-DESOTO CO. PS
FILED PS

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BK 95 PG 291
W.E. DAVIS CH. CLK.

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