

RETURN TO: Prepared By:
BRIDGEMORTH & BUNTIN
P. O. BOX 241
SOUTHAVEN, MS 38671
662-393-4450

BOOK 0096 PAGE 0406

CERTIFICATE OF TRUST AGREEMENT
DIONE MARSHALL GERBER TRUST DATED AUGUST 31, 1977

GRANTOR:

William E. Gerber
6240 Meadow Grove Cove
Memphis, Tennessee 38120

TRUSTEE:

Betty Jo Gerber
6240 Meadow Grove Cove
Memphis, Tennessee 38120

BENEFICIARY:

Dione Marshall Gerber
1779 Kirby Parkway, Suite 5A
Memphis, Tennessee 38138

DESCRIPTION OF REAL ESTATE:

See attached Addendum

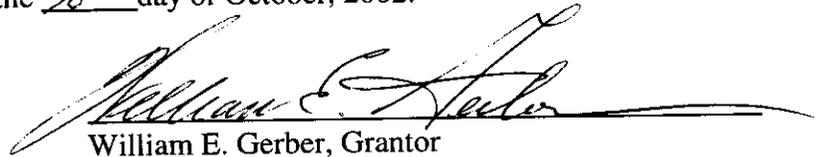
POWERS OF TRUSTEE:

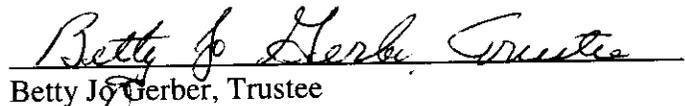
See copy of Trust Agreement, the terms of which are incorporated herein by reference.

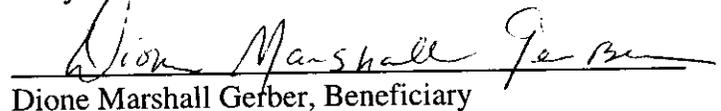
ANTICIPATED DATE OF TERMINATION:

October 1, 1990.

WITNESS our signatures this the 30th day of October, 2002.


William E. Gerber, Grantor


Betty Jo Gerber, Trustee


Dione Marshall Gerber, Beneficiary

STATE MS.-DESOTO CO.

OCT 31 4 43 PM '02

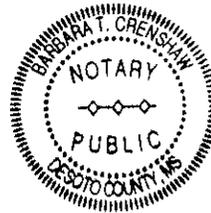
BK 96 PG 406
W.E. DAVIS CH. CLK.

STATE OF Mississippi
COUNTY OF Osato

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this the 30th day of October, 2002, within my jurisdiction, the within named William E. Gerber, who acknowledged that he executed the above and foregoing instrument.

Barbara J. Crenshaw
Notary Public

My Commission Expires:
11-28-2004



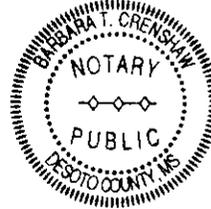
MY COMMISSION EXPIRES:
November 28, 2004

STATE OF Mississippi
COUNTY OF Osato

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 30th day of October, 2002, within my jurisdiction, the within named Betty Jo Gerber, who acknowledged that she is the Trustee of Dione Marshall Gerber Trust dated August 31, 1977 and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized to do so.

Barbara J. Crenshaw
Notary Public

My commission expires:
11-28-2004



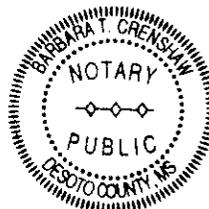
MY COMMISSION EXPIRES:
November 28, 2004

STATE OF Mississippi
COUNTY OF Osato

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this the 30th day of October, 2002, within my jurisdiction, the within named Dione Marshall Gerber, who acknowledged that she executed the above and foregoing instrument.

Barbara J. Crenshaw
Notary Public

My Commission Expires:
11-28-2004



MY COMMISSION EXPIRES:
November 28, 2004

BOOK 0096 PAGE 0408

TRUST AGREEMENT

THIS TRUST AGREEMENT made this 31st day of August 1977, between WILLIAM E. GERBER, hereinafter called "Grantor" and BETTY JO GERBER, hereinafter called "Trustee," both of the County of Shelby and State of Tennessee.

1. Trust Property. Without consideration and purely out of love and affection for the beneficiary hereinafter named, the Grantor does hereby transfer and assign to the Trustee the property described in Schedule "A," attached hereto and made a part hereof, and the Trustee agrees to hold such property and all additions thereto and the income therefrom, upon the terms and conditions hereafter set forth. Additional property may from time to time be acquired by the Trustee or transferred by the Grantor or by any other person or persons to the Trustee, with her consent, and such property shall become a part of the trust property and shall be held, managed, invested and reinvested and disposed of on the same terms and conditions as the property described in Schedule "A."

2. Despositive Provisions. The Trustee shall hold, manage, invest and reinvest the trust property for the sole benefit of DIONE MARSHALL GERBER, born - May 29, 1959, upon the following terms:

(a) The Trustee may distribute to, or apply for the sole benefit of DIONE MARSHALL GERBER until October 1, 1990, so much or all of the net income and principal at such time or times and in such amounts and manner, as the Trustee, in her sole discretion, shall determine. Any amount which the Trustee shall determine not to use may be accumulated as income or may be added to the principal, as the Trustee shall deem best.

(b) When DIONE MARSHALL GERBER attains the age of twenty-one (21) years, the total accumulated income then remaining shall be paid over and distributed to her. Thereafter,

BOOK 0096 PAGE 0409

the net income of this trust shall be paid and distributed to her in semi-annual or more frequent intervals, until October 1, 1990.

(c) After she has attained the age of twenty-one (21), the Trustee in her discretion shall have the right to pay over to her at any time, or from time to time, all or any part or parts of the corpus of the trust. If by reason of the exercise of this discretionary power, the Trustee distributes to her the entire trust estate, or the remaining balance thereof, this trust shall terminate.

(d) In any event, on October 1, 1990, the trust shall terminate and the entire trust property then remaining shall be paid over and distributed to her free and discharged of all trust.

(e) Should DIONE MARSHALL GERBER die before October 1, 1990, the Trustee shall pay over and distribute the entire trust property then remaining to the then surviving issue of WILLIAM E. GERBER in equal shares per stirpes, or if there is no such issue of him then surviving, to the person or persons who will be appointed to administer the estate of WILLIAM E. GERBER, to be disposed of as part of such estate and distributed to and among those persons who, under the laws of the State of Tennessee now in force governing descent of real property, would be heirs.

3. Spendthrift Provision. The interest of any beneficiary or the income or principal of this trust shall be free from the control or interference of any creditor of a beneficiary, or any spouse of a married beneficiary, and shall not be subject to attachment or susceptible of anticipation or alienation.

4. Trustee's Powers. In extension and not in limitation of the powers given her under the laws of the State of Tennessee or other provisions of this trust agreement, the Trustee hereunder shall have the following powers with respect to this trust and the trust property, in each case

OCT-23-2002 16:36 FROM: BRIDGFORTH & BUNTIN 6623425646
10/17/2002 09:54 FAX 9017569273

TO: 6014295761

P.010/017
004

BOOK 0096 PAGE 0410

to be exercised from time to time, in her discretion and without order of the Court, primarily in the interest of the beneficiary:

(a) To hold and continue to hold as investment the property real or personal received hereunder, and any additional property which may be received by her or acquired by her, so long as she deems proper, and to invest and reinvest in stocks, shares and obligations of corporations, or unincorporated associations, or trusts and of investment companies, or in a common trust fund, without giving notice to the beneficiary, or in any other kind of personal or real property, whether or not income producing, deemed by her to be for the best interest of the trust and the beneficiary hereunder, without being limited to trust or chancery investments provided by law, and notwithstanding that the same might constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells, or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments.

(b) To rent or lease any property of the trust for such time and upon such terms and for such price or prices as in her discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiary hereunder, irrespective of the provisions of any statute or of the termination of the trust.

(c) To sell and convey any of the property of the trust or any interest therein or to exchange the same for other property, for such price or prices and upon such terms as in her discretion and judgment may be deemed for the best interest of the trust and the beneficiary hereunder and to execute and deliver any contracts or other instruments necessary in connection therewith.

(d) To make all repairs and improvements at any time deemed necessary and proper to and upon real property

OCT-23-2002 16:36 FROM:BRIDGFORTH & BUNTIN 6623425646
10/17/2002 09:54 FAX 9017569273

TO:6014295761

P.011/017
005

BOOK 0096 PAGE 0411

constituting a part of the trust, and to build, construct, and complete any building or buildings upon such property which in her discretion and judgment may be deemed advisable and proper and for the best interest of the trust and the beneficiary hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between corpus and income.

(e) To deduct, retain, expend and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims or charges which at any time may be due and owing by or which may exist against the trust.

(f) To vote upon all securities belonging to the trust and to become a party to any stockholders' agreements deemed advisable by her in connection with such securities.

(g) To consent to the reorganization, consolidation, merger, liquidation, readjustment of or other changes in any corporation, company or association, or to the sale, mortgage or lease of the property thereof, or any part thereof, any of the securities or other property which may at any time be held by her hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any person owning similar property in their own right, including the exercise of conversion, subscription, purchase or other options, the deposit, surrender, or exchange of securities, the entrance into voting trust, and the making of agreements or subscriptions which she may deem necessary or advisable in connection therewith, all without applying to any court for permission to so do and to hold and redeem or sell or otherwise dispose of any securities or other property which she may so acquire.

(h) To compromise, settle, arbitrate or defend

BOOK 0096 PAGE 0412

any claim or demand in favor of or against the trust, to enforce any bonds, mortgages, security agreements or other obligations or liens held hereunder, and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims or controversies as she may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees and the like.

(j) To act hereunder through an agent or attorney in fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized.

(k) To borrow money for any purposes of the trust or incidental to the administration thereof, upon her bond or promissory note as Trustee, and to secure the repayment thereof by mortgaging, granting a security interest in, or pledging or otherwise encumbering any part or all of the property of the trust, and with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability.

(l) To lend money to any person or persons upon such terms and in such ways and with such security as she may deem advisable for the best interest of the trust and the beneficiary hereunder.

(m) To engage in business with the property of the trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.

(n) To determine the manner in which the expenses incidental to or in connection with the administration of

BOOK 0096 PAGE 0413

the trust shall be apportioned as between corpus and income.

(o) To make any division or distribution required under the terms of this agreement in kind or in money, or partly in kind and partly in money, and her judgment as to the value of such stocks, securities or other property so allotted shall be conclusive on all parties.

(p) To determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain in any charge, disbursement or loss as is deemed advisable in the circumstances of each case as it arises.

(q) To keep any or all of the trust property at any place or places in the United States or abroad or with a depository or custodian at such place or places.

(r) All of the powers where applicable of Section 35-618 of the Tennessee Code Annotated which are hereby incorporated by reference.

5. Limitations on Powers. Notwithstanding the provisions of paragraph 4, none of the powers enumerated therein nor any power accorded to a trustee generally by law shall be construed to 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 an adequate or full consideration in money or money's worth, or to enable the Grantor or the Trustee to borrow the principal of this trust, directly or indirectly, without adequate interest or security. No person other than the Trustee shall have or exercise the power to vote or direct the voting of any stock or other securities of this trust, to control the investment of this trust, either by directing investments or reinvestments, or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of this trust by substituting other property of equivalent value.

6. Provisions Regarding Trustee. In addition to other

BOOK 0096 PAGE 0414

provisions applicable to trustees generally, the following provisions shall apply to the Trustee:

(a) No bond or surety shall be required of the Trustee or any successor trustee who shall serve hereunder.

(b) The Trustee or any successor trustee may resign by an instrument in writing.

(c) The Trustee or any successor trustee may appoint any person, firm or corporation other than the Grantor, or any firm or corporation in which the Grantor has an interest, as successor trustee.

(d) ~~In the event of the resignation, death or incapacity of the Trustee herein, JOHN J. PERIN shall act as successor trustee.~~

(e) Any successor trustee shall have and may exercise all the rights, powers, duties and discretions conferred or imposed upon the Trustee.

(f) No one dealing with any trustee need inquire concerning the validity of anything such trustee purports to do or see to the application of any money paid or property transferred to or upon the order of such trustee.

(g) No successor trustee shall be obliged to examine the accounts and actions of any previous trustee.

(h) No successor trustee shall be responsible in any way for any acts or omissions of any previous trustee.

(i) No trustee shall be liable for any act or omission unless the same be due to such trustee's own willful default.

(j) The Trustee or any successor trustee shall be entitled to reasonable compensation for their services; however, no person who adds to the corpus of the trust herein created shall ever be entitled to any compensation for services hereunder.

7. Payments to Beneficiary. During the minority of DIONE MARSHALL GERBER, the Trustee may make any payments here-

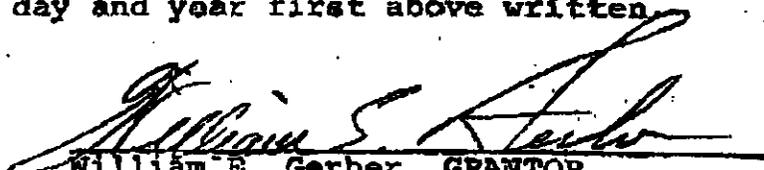
under, directly to her, or the guardian of her person, or to any other person deemed suitable by the Trustee, or by direct payment of her expenses.

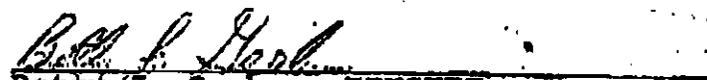
BOOK 0096 PAGE 0415

6. Irrevocability. This trust is irrevocable and the Grantor shall have no right whatsoever to alter, amend, revoke or terminate this trust, in whole or in part. By this trust agreement the Grantor intends to and does hereby relinquish absolutely all possession or enjoyment of, or the right to the ownership and any income from the trust property, and all right to designate the person who shall possess or enjoy the trust property, or the income therefrom; and the Grantor shall have the right at any time to release, renounce, or disclaim any interest whatsoever which might be construed to defeat such intention. Neither the creation of this trust nor any distribution of income or principal hereof shall be deemed or considered to discharge or relieve the Grantor from his obligation to support any dependent of his.

9. Fiscal Year. The fiscal year for this trust for tax purposes will end on the calendar year basis.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.


William E. Gerber, GRANTOR


Betty Jo Gerber, TRUSTEE

OCT-23-2002 16:38 FROM:BRIDGFORTH & BUNTIN 6623425646
10/17/2002 08:57 FAX 9017569273

TO:6014295761

P.016/017
010

STATE OF TENNESSEE
COUNTY OF SHELBY

BOOK 0096 PAGE 0416

On this 31st day of August, 1977, before me personally appeared WILLIAM E. GERBER, to me known to be the person described in and who executed the foregoing instrument for the purposes therein contained, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal this 31st day of August, 1977.

[Signature]
Notary Public

My Commission Expires:

11-18-79

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 31st day of August, 1977, before me personally appeared BETTY JO GERBER, to me known to be the person described in and who executed the foregoing instrument for the purposes therein contained, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal this 31st day of August, 1977.

[Signature]
Notary Public

My Commission Expires:

11-18-79

OCT-23-2002 16:38 FROM: BRIDGFORTH & BUNTIN 6623425646
10/17/2002 09:57 FAX 9017569273

TO: 6014295761

P.017/017
011

EXHIBIT "A"
Dione Marshall Gerber Trust

BOOK 0096 PAGE 0417

\$500.00 Cash

BRIDGFORTH & BUNTIN
ATTORNEYS AT LAW
2000 BROADWAY
SUITE 200
MEMPHIS, TN 38103