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**THE THOMAS L. MUIR, SR.
REVOCABLE TRUST
Dated February 10, 2003**

PREPARED BY:
WALKER, BROWN & BROWN, P.A.
P.O. BOX 276
HERNANDO, MS. 38632
(601) 429-5277 / (901) 521-9292

**THE THOMAS L. MUIR, SR.
REVOCABLE TRUST**

I, THOMAS L. MUIR, SR., of Desoto County, Mississippi, hereby transfer, assign, and convey all my right, title, and interest in and to all of my property that is permitted by law to be held in trust, wherever situated, whether personal or real, tangible or intangible, separate or community, as Grantor, to my Trustee to hold and administer for my benefit and for the benefit of my beneficiaries, and declare myself Trustee of all such property so identified in the attached Schedule of Property. The trust property so identified, any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

**ARTICLE I
DECLARATION OF TRUST**

This instrument, and the initial trust hereby evidenced, as from time to time amended, may be designated **THE THOMAS L. MUIR, SR. REVOCABLE TRUST**, dated FEB. 10, 2000. I retain the right to revoke or amend this instrument at any time, and this right shall extend to any Successor Trustee. Any such revocation or amendment must be in writing.

The Trustee or any other person may grant and the Trustee may receive, as part of this Trust, additional real and personal property by assignment, contract, transfer, deed or other conveyance, or by any other means, testamentary or inter vivos, for inclusion in the Trust herein created.

ARTICLE II
TRUST ADMINISTRATION DURING LIFETIME OF GRANTOR

Commencing as of the date of this instrument and during my life, 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 such amounts of net income and principal, even to the extent of exhausting principal, as the Trustee believes desirable from time to time for my health, maintenance, support in reasonable comfort, welfare, and best interests, 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. The foregoing powers shall continue indefinitely as long as I am not disabled under paragraph C of this Article.

B. I specifically reserve the right to voluntarily relinquish the position of Trustee, as evidenced by signed written instrument, and to allow the Successor Trustee named hereafter to assume the position of Trustee. If I relinquish the position of Trustee, then my Successor Trustee shall assume the position of Trustee.

C. The decision as to whether I at any time or from time to time am (i) disabled for purposes of paragraph A of this Article, or (ii) unable to act as Trustee, in each case because advanced age, illness, or other cause has impaired the ability to transact ordinary business, shall be made by the party named as Successor Trustee with the concurring written opinion of two licensed physicians who have examined or treated me within the prior three months. A refusal to submit to examination or examinations shall be deemed per se to constitute incapacity. During any period in which I am determined to be disabled hereunder, I may be removed as Trustee, or prohibited from making distributions pursuant to paragraph A of this Article, by written instrument signed by the party

named as Successor Trustee and those physicians. The party so named as Successor Trustee shall thereupon immediately assume the position as such and shall have full right and duty to make distributions of income and principal to me in exactly the same manner reserved and specified in Article II, and shall be vested with all rights, powers, authority, privileges, and immunities of the Trustee. No judicial determination of incapacity shall be required and the Successor Trustee shall incur no liability to any person or entity for undertaking the trust management or for making distributions to or for the benefit of Grantor upon such determination of Grantor's incapacity. If Grantor should later advise the Successor Trustee that, in his opinion, he has regained his capacity and wishes to serve again on his own as Trustee, the said Successor Trustee shall then request the physicians who rendered the initial opinion to re-examine Grantor for this purpose. The decision of such examining physicians shall be conclusive and the Successor Trustee may totally rely upon it with no liability for having done so. If Successor Trustee shall serve in such capacity only temporarily, this has and will have no effect upon the Successor Trustee's serving again upon the subsequent incapacity or death of Grantor. Since it may be perceived that the said Successor Trustee would have a conflict of interest in assisting or determining the incapacity of Grantor, Grantor hereby declares that, even if such conflict may exist, it is Grantor's wish that this arrangement be carried out and that the said Successor Trustee be held harmless from any liability or criticism for having acted as requested or contemplated herein.

In the event that any life insurance policies on the life of Grantor shall at any time comprise a part of the trust estate, Trustee, as Trustee decides, may withhold from distribution to Grantor a portion of the net income sufficient for the payment of the net premiums payable thereon and may effect payment thereof.

ARTICLE III
PAYMENT OF DEBTS AND TAXES

Following my death, the Trustee shall pay out of the Trust principal (a) any legally enforceable debts, including debts owed by me to a Trustee individually, except debts which are an encumbrance on real property, (b) the expenses of my last illness and funeral, (c) the administration expenses payable by reason of my death, and (d) the estate and inheritance taxes (including interest and penalties, if any) payable in any jurisdiction by reason of my death (including those administration expenses and taxes payable with respect to assets which do not pass under this trust.) Despite the foregoing, if a personal representative of my probate estate is appointed within six months after my death, then the Trustee shall not pay any increase in federal or state estate tax attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment. The Trustee shall certify in writing to the personal representative of my probate estate, if any, the extent to which the principal available for payment of the preceding items is or will be insufficient. The preceding items shall be paid by the Trustee without seeking reimbursement, recovery, or contribution from any person, except that if no personal representative of my probate estate is appointed within six months after my death, the Trustee shall seek reimbursement for, recovery of, or contribution toward the payment of any increase in federal or state estate tax attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment which is not otherwise paid or payable.

ARTICLE IV
RESIDUARY DISPOSITION OF TRUST ASSETS

Upon my death and after providing for the payments, if any, required by the preceding Articles, the entire remaining balance of the trust principal

including any and all assets received from the pour-over provisions of my Last Will and Testament, proceeds of all life insurance payable to my Trust, distributions from retirement plans or any other source, wherever situated and whether received before or after the execution of this Trust document, shall be distributed as follows:

A. PERSONAL PROPERTY: I give and distribute my tangible personal property, including books, clothing, jewelry, household goods, furniture and furnishings, silverware, chinaware and miscellaneous personal effects (excluding cash on hand or deposit, choses in action, stocks, bonds and other securities) to be distributed to those individuals listed on and in accordance with certain memorandums signed and dated by me and attached to this trust, which memorandum shall be incorporated herein by reference the same as if fully copied herein verbatim. Any items of such tangible personal property not listed on such memorandum nor desired by the individuals designated thereon shall be sold, either publicly or privately, as my trustee may elect in the exclusive exercise of his discretion, and the proceeds therefrom shall be included in my residuary trust estate for the disposition as hereinafter provided.

B. PERSONAL RESIDENCE: The residential real estate located at 2952 Highway 301 South, Hernando, Mississippi, 38632, shall be distributed in fee simple absolute to my daughter, LISA M. TANKERSLEY, if she survives me.

C. PROCTOR AND GAMBLE STOCK: The Proctor and Gamble stock shall be distributed, in equal shares, to my children, THOMAS L. MUIR, JR., KARAN M. LIBERTO and LISA M. TANKERSLEY, in fee simple absolute ^{at their discretion.} I ~~direct that none of my children shall sell, liquidate, convey or assign~~ such Proctor and Gamble stock for a minimum of ten (10) years following such distribution.

Thomas L. Muir, Jr.

D. ENTIRE RESIDUARY OF TRUST PRINCIPAL. The entire residuary of my trust principal shall be distributed, outright, free of trust in equal shares to my children, THOMAS L. MUIR, JR., KARAN M. LIBERTO, and LISA M. TANKERSLEY.

1. If my daughter LISA M. TANKERSLEY shall predecease me, then her share of the residuary shall be distributed to her son, KYLE JERZYCK.

2. If my daughter KARAN M. LIBERTO shall predecease me, then her share of the residuary shall be distributed to her issue per stirpes.

3. If my son THOMAS L. MUIR, JR. shall predecease me then sixty percent (60%) of the residuary share he would have received shall instead be distributed to my granddaughter, BRANDY MICHELLE WALDROP, and the remaining forty percent (40%) shall be distributed to my granddaughter, LANA MUIR. Such distribution to my granddaughters shall be per capita.

E. If any trust property becomes distributable to any grandchild or more remote descendant of the Grantor who has not attained the age of twenty-five (25) years, then the Trustee shall retain such beneficiary's share in trust and pay the income and principal to or for the benefit of such beneficiary for his or her health, education, maintenance, and support as the Trustee deems advisable in its discretion. As each beneficiary respectively attains the age of twenty-five (25) years, he or she shall receive outright the entire balance of his or her share of the trust.

F. I direct that the proceeds of any life insurance policies that may be payable to my Trustee be administered and distributed by the trust in accordance with this Article, just as though the proceeds were part of the rest and residue of my trust estate.

ARTICLE V
PAYMENTS TO OR FOR THE BENEFIT OF DISABLED
BENEFICIARIES

Payment of any property under this trust to a beneficiary who is a minor, or who is under some other legal, mental, or physical disability, may be made by the Trustee directly to such beneficiary or may be made to such beneficiary's conservator or legal guardian in whatever jurisdiction appointed, or to a custodian for the beneficiary's benefit under the applicable state Uniform Transfer to Minors Act; or to the Trustee of a trust with provisions for the care and support of such beneficiary; and the receipt of the one to whom payment is made shall be a full release and discharge in respect of any property so paid or applied, even though the recipient may be a trustee hereunder. Further, the trustees shall be authorized to make any payments of income or principal to third parties for the benefit of any beneficiary who would be entitled to receive cash payments directly. However, it is the Grantor's intention that a beneficiary's interest in any trust created hereunder shall in no way affect his or her entitlement of any disability benefits, governmental benefits (including Social Security benefits, Medicare and Medicaid), or benefits from any private agency providing services or benefits to elderly, handicapped or disadvantaged persons. Rather, it is the Grantor's intention that the assets of a trust shall be used only to supplement all such benefits available to the beneficiary.

ARTICLE VI
SUCCESSOR TRUSTEE

If I am removed for disability, voluntarily relinquish the position of Trustee, or upon my death, I hereby nominate and appoint my son, THOMAS L. MUIR, JR. as First Successor Trustee, to continue all the terms and purposes of

the Trust. If he is unable or unwilling to act in this capacity for any reason, then I hereby nominate and appoint my daughter, KARAN M. LIBERTO, to act as Second Successor Trustee. If she is unable or unwilling to act in this capacity for any reason, then I hereby nominate and appoint my daughter, LISA M. TANKERSLEY, to act as Third Successor Trustee.

No Successor Trustee shall be personally liable for any act or omission of any predecessor Trustee. Any Successor Trustee may accept without examination or review the accounts rendered and the property delivered by or for a predecessor Trustee without incurring any liability or responsibility. Any Successor Trustee shall have all the title, powers and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.

ARTICLE VII
POWERS, DUTIES, PRIVILEGES, AND IMMUNITIES OF TRUSTEE

Plenary authority is hereby granted by Grantor to the Trustee (and wherever it appears this term includes every Successor Trustee) to exercise everything it deems advisable with respect to the administration of the Trust, even though such powers would not be authorized or appropriate for the Trustee under statutory or other rules of law. By way of illustration and not in limitation of the generality of the foregoing grant of power and authority of the Trustee, the latter are hereby granted plenary power as follows:

(a) I authorize my Trustee in the exercise of reasonable discretion with respect to all property, real and personal, at any time forming part of my trust, to exercise any or all the powers set forth in Mississippi Code of 1972 Annotated, Section 91-9-107, to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied verbatim.

Such power may be exercised independently and without prior or subsequent approval of any court of judicial authority, and no person dealing with our Trustee shall be required to inquire into the propriety of said Trustee's actions.

(b) Power is granted to the Trustee, not only to relieve it from seeking judicial instruction, but to the extent that the Trustee deems it to be prudent, to encourage determinations freely to be made in favor of persons who are the current income beneficiaries, particularly with respect to support, maintenance and medical needs. In such instances, the rights of all subsequent beneficiaries are subordinate, and the Trustee shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a current income beneficiary, but no current income beneficiary may compel any such favorable or preferential treatment. Without in any way minimizing or impairing the scope of this declaration intent, it includes investment policy, exercise of discretionary power to pay or apply principal and income, and determination of principal and income questions.

(c) In dealing with the Trustee, no grantee, vendee, mortgagee, pledgee, lessee, or other transferee, of any Trust properties, or any part thereof, shall be bound to inquire with respect to the purpose or necessity of any such disposition or to see to the application of any consideration therefor paid to the Trustee.

(d) The Trustee is expressly authorized to purchase and to sell and convey real estate owned by the Trust and to place mortgages on Trust real estate; and

(e) No bond shall be required of any fiduciary appointee hereunder or any Successor appointee hereunder and same is expressly hereby waived.

The Trustee shall be authorized to employ and to pay from trust assets the reasonable compensation of such accountants, attorneys, investment counselors

and other agents and professionals as the Trustee deems advisable for the proper administration of the trust.

The Trustee shall be authorized to retain, without liability, any investment which may become part of the principal created hereunder and to make such investments (including bona fide loans to a grantor's estate upon such terms and security as the Trustee may determine) and reinvestments and in such proportions, without limitation to what are known as legal investments, as the Trustee shall, in its discretion, consider beneficial to the trusts created hereunder.

The Trustee is authorized to consent to or participate in any plan for the liquidation, consolidation, merger or reorganization of any corporation of any security which is held in this trust.

The Trustee is authorized to borrow money for any purpose, from any source, and secure the repayment of any amount so borrowed by mortgage or pledge of any property.

The Trustee is authorized to register securities and other property held by the Trustee in the name of a nominee or in bearer form.

The Trustee is authorized to vote by proxy, discretionary or otherwise, or to give its consent for any purpose in respect to any stocks or other securities, or to exercise or sell any rights of subscription or other rights.

The Trustee is authorized to cause any distribution share to be composed of cash, property and undivided fractional shares in property different in kind from any other share.

The Trustee is authorized to compromise claims by or against the trust, without order of Court or consent of any beneficiary.

The Trustee is authorized to execute and deliver all instruments of writing for the exercise of any of the Trustee's powers.

The Trustee is authorized to merge this trust with any other trust of the grantor having substantially similar terms.

The Trustee is authorized to enter into any legal agreement necessary to effectuate the purposes of this trust including, but not limited to, entering into split-dollar agreements with any corporation or business enterprise.

The foregoing powers are intended to be illustrative of the broad powers granted to the Trustee and not an exclusive list. All powers granted herein shall be exercised in a fiduciary capacity solely in the best interest of this trust and its beneficiaries and no person dealing with the Trustee shall be bound to see to the application or disposition of cash or other property transferred to the Trustee or to inquire into the authority for or propriety of any action by the Trustee. All powers granted herein may be exercised by the Trustee without the necessity of notice or approval of any court or person.

ARTICLE VIII
CONCERNING THE TRUSTEE AND THIS TRUST

If at any time the Trustee shall have reasonable doubt as to its power, authority, or duty in the administration of the Trust created, it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel without resorting to the courts for instruction; and the Trustee shall be fully absolved from all liability and damage or detriment to the trust estate or any beneficiary thereunder by reason of anything done, suffered or omitted pursuant to advice of said counsel given and obtained in good faith, provided that nothing contained herein shall be construed to prohibit or prevent the Trustee in all proper cases from applying to a court of competent jurisdiction for instruction in the administration of Trust assets in lieu of obtaining advice of counsel.

(a) In managing, investing and controlling the Trust, the Trustee shall exercise the judgment and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, and in addition, the purchasing power of income distribution to beneficiaries.

(b) So long as the Trustee shall act in good faith and reasonable business prudence, it shall not be liable for any loss or damage to the Trust estate or the beneficiaries thereof by reason of any error of judgment or discretion.

ARTICLE IX
PROVISIONS RELATING TO ENVIRONMENTAL HAZARDS

(a) Trustee's Power to Deal With Environmental Hazards: The Trustee shall have the power to use and expend the Trust income and principal to:

1. Conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder.
2. Take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder.
3. Institute legal proceedings concerning environmental hazards, or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant.
4. Comply with any local, state or federal agency order or court order directing an assessment, abatement or clean up of any environmental hazards; and

5. Employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

Any expenses incurred by the Trustee under this Sub-paragraph:

(a) May be charged against income and/or principal as that Trustee may determine.

(b) Disclaimer: To disclaim, in whole or in part, any interests in property for any reason, including but not limited to, a concern that such property could cause potential liability under any federal, state or local government law.

(c) Trustee's Right to Refuse Contributions: To refuse to receive any property, real, personal, or mixed, in any event that would otherwise be added to the Trust, from any person or entity by lifetime or testamentary transfer or otherwise, provided, however, that the Trustee, in its sole discretion, may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

(d) Exoneration of Trustee: No Trustee shall be liable for any loss or depreciation in value sustained by the Trust as a result of the Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful deceit, willful misconduct, or gross negligence.

(e) Indemnification of Trustee Upon Distribution: Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in

which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder.

ARTICLE X.
PROHIBITION AGAINST ANTICIPATION OF PRINCIPAL OR
INCOME

Neither the principal nor income of the trust shall be pledged, assigned, transferred, conveyed, sold or in any manner whatsoever accelerated, anticipated, or encumbered by any beneficiary, nor shall any income or corpus of said trust be in any manner subject or liable in the hands of my Trustee for the debts, contracts, torts, or engagements of any beneficiary or be subject to any assigned or any other voluntary or involuntary alienation or disposition whatever. But in all distributions of income, principal, or corpus, the same shall be paid only to the beneficiary entitled and upon the receipt of such beneficiary or to others for said beneficiary's benefit as provided herein. Any interest herein for a beneficiary shall be for their sole and separate use, free from the debts, contracts and control of any spouse the beneficiary may ever have.

ARTICLE XI
INTERPRETATION OF INSTRUMENT

For all purposes, this instrument shall be construed according to the laws of the State of Mississippi in force at the time that the need for any interpretation arises. If any provision of this instrument should be held invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

ARTICLE XII
LAW AGAINST PERPETUITIES

If any trust created hereunder shall violate any applicable rule against perpetuities, accumulations, or any similar rule or law, our Trustee is required to terminate such trust on the last date allowed by such rule or law and thereupon the property held in trust (or such part thereof) which would violate such rule or law shall be distributed to the then income beneficiaries of the trust, per stirpes, notwithstanding any provisions of the trust to the contrary.

ARTICLE XIII
RIGHT OF REVOCATION

So long as the Grantor is living and not under any incapacity, Grantor shall have the express right and power at any time to amend, modify or revoke this Trust instrument in whole or in part, in any manner, by delivering written notice thereof to Trustee. Grantor may also impose additional terms and conditions on the continued administration of this Trust by any Last Will and Testament duly probated.

ARTICLE IV
PROVISION FOR PREMATURE TERMINATION OF TRUST

In addition to any other powers conferred upon any Trustee or Successor Trustee hereunder, Grantor further confers upon such Trustee and any Successor Trustee the power and discretion to terminate the trust or trust share for any beneficiary hereunder, should the Trustee or Successor Trustee, in the exercise of sound fiduciary discretion, determine that it would not be economically feasible or that there is any other proper cause for the early termination of the trust or trust share, but no beneficiary or anyone else may compel the Trustee to make such determination, and should such Trustee make such determination in good faith, the Trustee shall not be held liable to anyone for such action.

ARTICLE XV
ADDITIONAL PROPERTY

The Grantor retains the right to contribute additional property to the Trust whether it be personal property or real estate, by inter vivos or testamentary conveyance or bequest. The Trustee is further authorized and empowered to accept contributions of additional property to the Trust from anyone else, as well, subject to the limitations set forth herein.

ARTICLE XVI
COMPENSATION OF TRUSTEE

The Trustee shall be entitled to receive reasonable compensation for services rendered and may also receive reasonable compensation for extraordinary services rendered, when same are necessary for the administration of the Trust. If a corporate Trustee has established a fee schedule of general application for trust services, the corporate Trustee is authorized to charge this trust in accordance with such fee schedule.

ARTICLE XVII
CONTEST CLAUSE

If any person shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement or commences or prosecutes any legal proceedings to set this agreement aside, then such person shall forfeit his or her share and shall be deemed to have predeceased the grantor. Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this trust agreement, the result of which would be for that person to receive trust property free of trust earlier than provided by the terms of the trust,

then the disclaiming person shall forfeit his or her interest in the trust and shall be deemed to have predeceased the grantor.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Declaration of Trust, consisting of this and the sixteen (16) preceding pages and the said Trustee, in acceptance of the terms and provisions hereto, has duly executed this Declaration of Trust, all as of the day and year first above written.

GRANTOR:

TRUSTEE:

Thomas L. Muir, Sr.

Thomas L. Muir, Sr.

THOMAS L. MUIR, SR.

THOMAS L. MUIR, SR.

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, THOMAS L. MUIR, SR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 10th day of February, 2000.

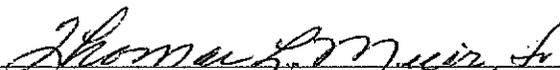
Dorothy L. Westmoreland
NOTARY PUBLIC

My commission expires:



EXHIBIT "A" SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain Revocable Living Trust executed by THOMAS L. MUIR, SR., known as THE THOMAS L. MUIR, SR. REVOCABLE TRUST, dated FEB. 10., 2000, and identifies the initial trust property held subject to that trust.



THOMAS L. MUIR, SR.
Grantor/Trustee