

This Instrument Prepared by and
Return to:
James R. Hall, Jr.
ARMSTRONG ALLEN, PLLC
80 Monroe Avenue, Suite 700
Memphis, TN 38103

TRUST AGREEMENT

BOOK 0098 PAGE 0569

This Agreement made this 7 day of September,
1995, between ELLA DOW McVEAN, Individually, hereinafter referred
to as the Settlor and ELLA DOW McVEAN, as Trustee, hereinafter
referred to as the Trustee. This Trust shall be known as the
ELLA DOW McVEAN TRUST.

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ARTICLE I

TRUST PROPERTY

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W.F. DAVIS CH. CLK.

The Settlor has, simultaneously with the execution of this
Trust Agreement, transferred, paid over, assigned, conveyed and
delivered, and by this Agreement does hereby transfer, pay over,
assign, convey and deliver unto the Trustee the property
described in Schedule A, annexed hereto and made a part hereof,
the receipt of which is hereby acknowledged by Trustee, as
evidenced by his signature to this Trust Agreement. Such
property and any other property that may be received or which has
been received by the Trustee hereunder (hereinafter sometimes
referred to as the "Trust Estate"), shall be held, administered
and distributed by the Trustee as hereinafter set forth.
Settlor, Settlor's attorney-in-fact (even if said attorney-in-
fact is the Trustee hereof, regardless of any claim of conflict
of interest), or any other person, corporation, trust or other
entity, by will or otherwise, with the consent of Trustee, may
add other property to the Trust Estate. Any such additional
property shall be subject to the provisions of this Trust
Agreement to the same extent as if originally included hereunder.

ARTICLE II

PROVISIONS FOR SETTLOR DURING SETTLOR'S LIFETIME

The Trustee 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:

A. During the lifetime of the Settlor, the Trustee shall pay in convenient installments (at least as often as quarterly) to or apply for the benefit of the Settlor all the net income from this Trust.

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

ARTICLE III

SETTLOR'S RIGHT TO WITHDRAW PROPERTY, AMEND, OR REVOKE THE TRUST

The Settlor, subject to the provisions of Article IV, may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw, free of trust, property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) amend this Trust Agreement in any respect; (3) revoke this Trust in its entirety or any provision hereof. Provided, however, the duties or liabilities of the Trustee shall not be enlarged without the Trustee's consent.

ARTICLE IV

PROVISIONS RELATING TO SETTLOR'S INCAPACITY AND RETENTION OF RIGHT TO APPOINT BY WILL

A. If at any time Settlor becomes, or is deemed to be, incapacitated (as defined in this Article) and the herein named successor Trustee has in her possession the document or documents

referred to, respectively, in subparagraph C (1) or (2) of this Article, then Successor Trustee shall thereupon become the Trustee of this Trust.

B. If a Successor Trustee is serving as Trustee pursuant to Paragraph A of this Article, Successor Trustee shall have the specific right to disregard any instructions from the Settlor, Settlor's attorney-in-fact or any conservator or guardian appointed for the Settlor by any Court, which would have the effect of withdrawing property, amending or revoking this Agreement, in whole or in part, as provided for under Article III hereof. Notwithstanding the preceding sentence, the Settlor retains the right to exercise a general Power of Appointment, by Will, specifically referring to the reservation of this general Power of Appointment in this Paragraph B, to appoint all of the Trust property to anyone, including the estate of the Settlor, the creditors of the Settlor or the creditors of the Settlor's estate.

C. For purposes of this Trust, the Settlor shall be deemed to be incapacitated when Successor Trustee is in the possession of:

- (1) A court order, which she deems to be proper and applicable, holding the Settlor to be legally incapacitated to act in her own behalf or appointing a guardian or conservator of the person or property to act for her; or, in the absence of such court order,
- (2) Duly executed, witnessed and acknowledged written unrevoked certificates of a licensed physician, who represents that he or she is certified by a recognized medical board, certifying that such physician has examined the Settlor and has concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other cause, Settlor has, at the date thereof, become incapacitated to act rationally and prudently in financial matters or, in general, has become unable to properly manage Settlor's own affairs.
- (3) A court order, holding Settlor legally incapacitated may be revoked by a similar court order to the contrary. A physician's certificate may be revoked by a similar certificate to the effect that Settlor is no longer incapacitated, executed either (i) by the original certifying physician or (ii) by another licensed, board certified physician. If a court order

restoring Settlor's legal capacity is obtained or if both original physician's certificate is revoked or two other licensed physicians, as above described, certify that Settlor is no longer incapacitated then Settlor's legal capacity shall be deemed restored and Settlor may again become the Trustee and/or exercise any and all rights and powers herein.

- (4) Such incapacity or restoration of legal capacity shall be effective as of the date such court so orders or such physicians so determine.

ARTICLE V

TRUST TO BECOME IRREVOCABLE AT SETTLOR'S DEATH

Upon Settlor's death, this Trust shall become irrevocable and any property not effectively appointed by Settlor's Will shall be retained or distributed by the Trustee as hereinafter set forth.

In determining whether or not Settlor effectively exercised such a Power of Appointment, the Trustee may rely upon and shall be protected in acting in accordance with (i) an instrument admitted to probate as the Will of the Settlor in any jurisdiction or (ii) a presumption that the Settlor died without effectively exercising said Power of Appointment in the event that the Trustee receives no notice of the existence of a Will of Settlor within six months from the date of Settlor's death.

ARTICLE VI

PROVISIONS FOR PAYMENT OF DEBTS, EXPENSES AND TAXES

Successor Trustee is directed to pay out of the Trust Estate such portion of the total of the due debts, funeral expenses, expenses of Settlor's last illness, expenses of administration of Settlor's estate, and all estate, inheritance or similar taxes, including interest and penalties thereon that may be imposed by reason of Settlor's death, attributable to the Trust Estate, determined by apportioning the total of such debts, expenses and taxes between the property passing under Settlor's Will and the

trust estate on the basis of their respective fair market values as finally determined in Settlor's federal estate tax proceedings. The Trustee may make such payments directly or may pay over the amounts thereof to the Executor or Administrator of Settlor's estate. All such debts, expenses and taxes payable from the trust estate shall be apportioned among the property constituting the trust estate on the basis of their respective fair market values as finally determined in Settlor's federal estate tax proceedings.

ARTICLE VII

SPECIAL DISPOSITIVE PROVISIONS AT SETTLOR'S DEATH

A. Personal Property. I give and bequeath all my personal and household effects of every kind, including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, in equal shares, with one (1) share to JOHN D. McVEAN, if he survives me (or to his issue, per stirpes, if he does not survive me) and one (1) share to the then living issue of CHARLES D. McVEAN, per stirpes. If my issue do not agree to the division of the property among themselves, my Trustee shall make such division among them, the decision of my Trustee to be in all respects binding upon my issue. I request that my Trustee and my issue abide by any memorandum by me directing the disposition of this property or any part thereof. This request is precatory and not mandatory. If any beneficiary hereunder is a minor, my Trustee may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility, and the receipt of the person to whom it is distributed shall be a complete discharge of my Trustee.

B. Balance of Property. I give, devise and bequeath all of the rest and residue of my Trust Estate, whatever and wherever, in equal shares, with one (1) share to JOHN D. McVEAN, if he survives me (or to his issue, per stirpes, if he does not survive me) and one (1) share to the then living issue of CHARLES D. McVEAN, per stirpes.

ARTICLE VIII.

DEFINITIONS

Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust Agreement, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof; and unless the context otherwise requires, shall apply equally to the Trustee named herein and to any successor or substitute trustee acting hereunder, and such successor or substitute Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE IX

TRUSTEE'S DISCRETION IN METHOD OF MAKING PAYMENTS

In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under legal disability or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee, unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in each of the following ways as the Trustee deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian of such beneficiary; (3) to some relative or friend for the care, support and education of such beneficiary.

ARTICLE XPOWER OF TRUSTEE TO RESIGN

During Settlor's lifetime, Settlor, if serving as Trustee, may resign by giving written notice to Successor Trustees. Successor Trustees shall, upon receipt of such notice of resignation, become the Trustee of this Trust. Nothing contained in this Article shall restrict Settlor's rights under Article III.

ARTICLE XIDISCRETION IN TRUSTEE WITH REGARD TO SIZE OF TRUST

If at any time after the death of Settlor, any Trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand (\$50,000) Dollars or less, the Trustee, in the Trustee's absolute discretion the Trustee determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust property to the person or person then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries, or if no proportion is designated, in equal shares to such beneficiaries.

ARTICLE XIISTATE LAW TO GOVERN

This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of Tennessee.

ARTICLE XIIISPENDTHRIFT PROVISION

None of the beneficiaries of any trust created by this Trust Agreement shall have the power to anticipate, sell, transfer, assign, pledge, hypothecate or otherwise dispose of their interest hereunder, nor shall the same be subject to execution or legal process for any debt or liability that they may have incurred or contracted, or any hereafter incurred or contracted, the provisions for said beneficiaries having been made for their personal use and benefit as hereinabove set forth.

ARTICLE XIVTRUSTEE'S POWERS

Pursuant to the provisions of § 35-50-109 of the Tennessee Code Annotated, there is incorporated by reference herein the language presently contained in § 35-50-110 of the Tennessee Code Annotated except for subparagraphs 1-4, inclusive. Trustee shall have and may exercise all of the powers enumerated therein. If any of the powers contained therein are inconsistent with the provisions of this Trust Agreement the provisions of this Trust Agreement shall control.

In addition to the above-granted powers and those now or hereafter conferred by law, Settlor specifically authorizes and empowers Trustee and any successors with respect to any property, real or personal, at anytime held under any provision of this Trust Agreement: to allocate between corpus and income, assign, borrow, buy, care for, collect, compromise claims and contract with respect thereto; to convey, convert, deal with, dispose of, enter into, exchange, hold, improve, invest, lease, manage, mortgage, grant and exercise options with respect thereto; to take possession of, pledge, receive, sue for, release, repair and sell with respect thereto; and to make distributions in cash or

in kind or partly in each without regard to the income tax basis of any such asset; and, in general, to exercise all of the powers in the management of the Trust Estate which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as such Trustee may deem best, and to execute and deliver any and all instruments and to do all acts which such Trustee may deem proper or necessary to carryout the purposes of this Trust Agreement, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

Settlor further gives and grants to Trustee and any successors, the following powers, duties, immunities and discretions in addition to the above granted powers and those now or hereafter conferred by law:

A. Trustee shall not be liable for any loss arising from an honest error of judgment or for any loss or depreciation in value of any Trust property or for any investment or reinvestment which is made or continued to be held, unless Trustee shall have failed to act with reasonable care.

B. Trustee shall not be required to make a judicial settlement; however, Trustee shall render at least quarterly to each income beneficiary a statement of income and disbursements. A statement for a minor beneficiary shall be sent to the legal guardian of such minor beneficiary, if any; otherwise, to the parent or other person with whom such beneficiary resides.

C. Trustee is specifically authorized to purchase or exchange at its fair market value, and to retain so long as Trustee shall deem advisable, real or personal property of Settlor's estate or a beneficiary's estate, even though such

property may not be of the character or type prescribed by law for trust investment; and Trustee shall not be liable for Trustee's determination as to the fair market value of such property, unless such determination is unreasonable.

D. Trustee is authorized to make loans, secured or unsecured, with or without interest, and upon such terms as Trustee deems advisable, to the personal representative of Settlor's estate or a beneficiary's estate; and Trustee shall not be liable for a loss resulting therefrom.

E. Trustee shall not retain any stock in an S corporation (electing small business corporation) as that term is defined in the United States Internal Revenue Code, if such retention would cause the termination of that particular corporation's election.

F. Notwithstanding any power conveyed herein, the Trustee is directed in any investment or reinvestment decision to give primary consideration to conservation of principal.

ARTICLE XV

WAIVER OF BOND

No bond is required of any Trustee named hereunder or any Successor Trustee.

ARTICLE XVI

SUCCESSOR TRUSTEE TO SIGN TRUST

KATHERINE KAELIN joins in this Trust Agreement, as evidenced by her signatures, to acknowledge her appointment as the Successor Trustee. KATHERINE KAELIN shall become Trustee either upon the earlier of the resignation of Settlor as the current

Trustee, upon Settlor's incapacity as provided for in Article IV or the death of Settlor. Should she become unwilling or unable to serve or continue to serve as Successor Trustee, then CHARLES D. McVEAN and JOHN D. McVEAN shall become Successor Trustees. Should either CHARLES D. McVEAN or JOHN D. McVEAN become unwilling or unable to serve or continue to serve as Successor Trustee, then the remaining one shall serve as Successor Trustee. The terms "Trustee", "Trustees", "Successor Trustee" and "Successor Trustees" as referred to herein shall refer to the original Trustee and all Successor Trustees named herein.

ARTICLE XVII

TRUST TERMINATION

At such time as all distributions have been made hereunder, this Trust Agreement shall terminate.

IN WITNESS WHEREOF, this Trust Agreement is signed by Settlor, Trustee and Successor Trustees on the day and date first above written.

Ella Dow McVean
ELLA DOW McVEAN, Settlor

Ella Dow McVean
ELLA DOW McVEAN, Trustee

Katherine Kaelin
KATHERINE KAELIN, Successor Trustee

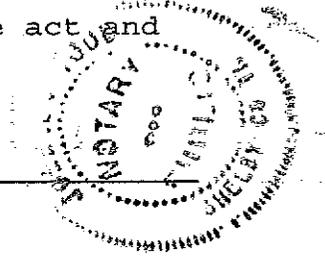
STATE OF TENNESSEE)

COUNTY OF SHELBY)

On this the 7th day of September, 1995,

before me personally appeared ELLA DOW McVEAN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Ellen Todd
NOTARY PUBLIC



My Commission Expires:

6-9-97

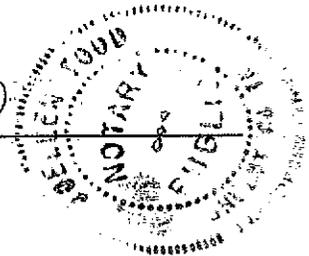
STATE OF TENNESSEE)

COUNTY OF SHELBY)

On this the 7th day of September, 1995,

before me personally appeared KATHERINE KAELIN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Ellen Todd
NOTARY PUBLIC



My Commission Expires:

6-9-97