

## AFFIDAVIT AND CERTIFICATE OF TRUST

STATE MS.-DESOTO CO.  
FILEDCOUNTY OF Charlottesville  
STATE OF VIRGINIA

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The undersigned, having been duly sworn, hereby makes oath as follows:

1. I was the Trustor under a Trust dated February 19, 1973.
2. My address is:  
129 Brookchase Lane  
Richmond, VA 23229
3. My spouse, Dorothy T. Estes, was named as Trustee in the Trust.
4. My spouse died on June 4, 1996. No successor Trustee was named.
5. Attached hereto as Exhibit A is a legal description of that certain real property conveyed to the Trust, said real property being located in De Soto County, Mississippi.
6. Attached hereto as Exhibit B is a true and correct copy of the Trust executed by the undersigned in 1973.
7. I have made a diligent search for the original Trust document, but believe it to be lost or unavailable.
8. The Trustee was granted all fiduciary powers set forth in Section 64.1-57.
9. The Trust terminated on December 31, 1998, and all Trust property was distributed to the two beneficiaries, my daughter, Martha Lee Estes and my son, Michael E. Estes.
10. My son died intestate in Virginia on December 21, 2002.
11. As sole heir to my son, I filed a Disclaimer and Release pursuant to Section 64.1-188 of the Code of Virginia. As a result of said Disclaimer, a copy of which is attached hereto as Exhibit C, all real property belonging to my son, Michael E. Estes, passed to my daughter, Martha Estes Grover.
12. I am filing this Affidavit and Certificate of Trust pursuant to Section 91-9-7 of the Mississippi Code of 1972 Annotated.

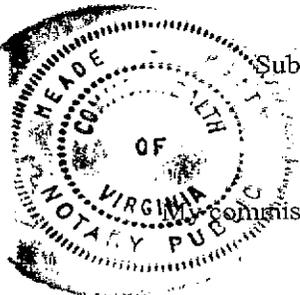
FURTHER AFFIANT SAYETH NOT.

Dated July 28, 2003.

C. E. Estes  
Charles Edwin Estes, Trustor

Subscribed and sworn to before me this the 28<sup>th</sup> day of July, 2003.

Michael J. [Signature]  
Notary Public

My commission expires: 7/28/07

**EXHIBIT A**  
**(Legal Description)**

Lot 12, Phase I, Section B, Holiday Industrial Park (now known as Metro Industrial Park) situated in Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi, shown on plat of record in Plat Book 15, Pages 9-14, in the Chancery Clerk's Office, DeSoto County, Mississippi.

Beginning at the Southeast Corner of said Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi (in Hacks Cross Road centerline); thence run North 0 degrees 19 minutes East along the east line of said Section 23 (centerline of Hacks Cross Road) 4,123.50 feet to a point in line with the north line of Marina Drive as projected eastwardly; thence run North 89 degrees, 27 minutes, 50 seconds West along said projection and then along the north line of Marina Drive, 2,300.0 feet to the southeast corner of Lot 12 of said Phase I, Section B, said point being the true point of beginning; thence run North 89 degrees, 27 minutes, 50 seconds West along the north line of Marina Drive, 25.225 feet to the point of curve; thence run south and west along said north line of Marina Drive, along a curve to the left having a 640 foot radius, 332.40 feet to the west line of Lot 12, being the Subdivision Line; thence run North 0 degrees, 03 minutes, 20 seconds East along the west line of Lot 12, 744.42 feet (call 744.42 feet) to the northwest corner of Lot 12 (Subdivision Corner); thence run South 89 degrees 27 minutes 50 seconds East along the north line of Phase I, Section B, 346.60 feet (Plat call 346.595 feet) to the northeast corner of Lot 12; thence run South 0 degrees, 19 minutes West along the east line of Lot 12, 660.0 feet (call 660.0 feet) to the point of beginning, containing 5.4288 acres (Plat shows 5.4310 acres).

THE ABOVE-DESCRIBED PROPERTY IS THE SAME AS CONVEYED IN THAT CERTAIN GENERAL WARRANTY DEED BY AAA COOPER TRANSPORTATION, AS GRANTOR, TO DOROTHY T. ESTES, AS TRUSTEE, AS GRANTEE, DATED FEBRUARY 5, 1996, FILED FOR RECORD ON FEBRUARY 8, 1996 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, AND THERE RECORDED IN BOOK 295, PAGE 727.

----- End of Exhibit A -----

Prepared by: Armstrong Allen, PLLC  
 6060 Poplar Avenue Suite 140  
 Memphis, Tennessee 38119  
 Allen C. Dunstan, Esq.  
 (901) 866 5327

AGREEMENT, dated February 19, 1973, between CHARLES EDWIN  
~~ESTES of Henrico County, Virginia (hereinafter called "Trustor"),~~  
and DOROTHY T. ESTES of Henrico County, Virginia (hereinafter  
called "Trustee").

§1. Creation of Trust. The Trustor, desiring to create a separate trust for the benefit of his daughter Martha Lee Estes and her descendants and a separate trust for the benefit of his son Michael E. Estes and his descendants (hereinafter called the "Martha Trust" and the "Michael Trust" respectively), has or will transfer and deliver to the Trustee the real estate described on the Schedule attached hereto for the respective separate, equal accounts of the Martha Trust and the Michael Trust. The Trustee shall hold the assets of each separate trust, and any other assets which may be transferred to the Trustee for the account of a particular trust, and all assets representing investments and reinvestments thereof and the income accruing thereon, in trust according to the provisions of this instrument.

§2. Expenses and Charges Against the Trusts. The Trustee shall pay out of each separate trust created hereunder all proper expenses of and charges against such trust.

§3. Dispositive Provisions. Each of the Martha Trust and the Michael Trust shall be administered in accordance with the following directions (the term "Child" meaning Martha Lee Estes in the case of the Martha Trust and Michael E. Estes in the case of the Michael Trust):

A. Until December 31, 1998 the Trustee shall pay the net income to the Child so long as he shall be living in annual

or more frequent installments. If the Child shall die before ~~December 31, 1998 having descendants who shall survive him, then~~ following the death of the Child and until December 31, 1998 the Trustee may from time to time pay to any one or more of the Child's descendants living at the time of the payment so much of the net income as the Trustee deems appropriate; such payments of income may be made in varying proportions and to the exclusion of any one or more of the potential beneficiaries; and the Trustee shall accumulate and add to principal any portion of the income not so paid. In addition, the Trustee may pay to the Child or to any of the Child's descendants so much of the principal as the Trustee may deem necessary or proper from time to time in order to provide for their support, maintenance and education (including higher education).

B. As of December 31, 1998, whatever then remains in the hands of the Trustee shall pass to the Child, if he be then living, and if not, to his then living descendants, per stirpes.

C. If the Child and all of his descendants shall die before December 31, 1998, then as of the date of the last of them to die, whatever then remains in the hands of the Trustee in the case of the Martha Trust shall pass and be added to the Michael Trust and in the case of the Michael Trust shall pass and be added to the Martha Trust; provided, however, that if upon the date of the last to terminate of the Martha Trust and the Michael Trust there shall be living none of Martha Lee Estes, Michael E. Estes or any descendant of theirs, then whatever remains in the hands of the Trustee shall pass to Estes Foundation.

§4. Provisions Relating to Minors. Notwithstanding any other provision of this instrument, whenever any interest shall

vest absolutely in a minor, the Trustee may retain such interest ~~upon a separate trust for the benefit of the minor and may pay to~~ the minor so much of the income and principal as the Trustee in its discretion may deem necessary or proper from time to time in order to provide for the support, maintenance, needs or education (including higher education) of the minor until he shall attain the age of majority or sooner die, when whatever remains of such trust shall be distributed to him or to the personal representative of his estate, as the case may be, in the latter case to be administered and distributed as a portion of such estate. The provisions of the immediately preceding sentence shall constitute a power only and shall not prevent the absolute vesting of the interest in the minor.

§5. Future Donations. The right is reserved to the Trustor and to any other person, by appropriate action, to add cash, securities and any other property acceptable to the Trustee, real or personal, to the Martha Trust and the Michael Trust, to be held pursuant to the provisions of this instrument. Any transfer to the Trustee hereunder shall be deemed to be intended for the equal accounts of the Martha Trust and the Michael Trust, unless the person so transferring shall specify otherwise.

§6. Fiduciary Powers. In addition to and not in limitation of all power, authority and discretion granted to the Trustee under applicable law (but subject to any contrary provision of this instrument), the Trustee shall have all those powers set forth in Section 64.1-57 of the Code of Virginia as in effect on the date of execution of this instrument (which Section is hereby incorporated in this instrument by this reference). The powers, author-

ities and discretions granted to the Trustee by this instrument are exercisable by the Trustee only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of the Trustee's duties. No powers enumerated herein or accorded to trustees generally pursuant to law shall be construed to enable the Trustor, the Trustee or any other person to purchase, exchange or otherwise deal with or dispose of all or any part of the principal or income of a trust estate for less than an adequate or full consideration in money or moneys worth, or to enable the Trustor to borrow all or any part of the principal or income of any trust estate directly or indirectly without adequate interest or security. No person, other than the Trustee in its fiduciary capacity, shall have or exercise the power to vote or direct the voting of any stock or securities of any trust estate either by directing investments or reinvestments or vetoing proposed investments or reinvestments, or to reacquire or exchange any property of any trust estate by substituting other property of an equivalent value.

§7. Irrevocable Trusts. This instrument and the trusts hereby created shall be irrevocable and shall not be altered, amended, revoked or terminated, in whole or in part, by the Trustor. No part of the principal or income of the trusts shall ever revert to or be used for the benefit of the Trustor, or be applied to the payment of premiums upon policies of insurance on his life, or be used to satisfy any of his legal obligations. The Trustor hereby renounces for himself and his estate any interest either vested or contingent, including any

reversionary right or possibility of reverter, in the principal and income of the trusts, and any power to determine or control, by alteration, amendment, revocation or termination or otherwise, the beneficial enjoyment of the principal or income of the trusts.

§8. Successor Trustee. Dorothy T. Estes shall have the right to designate as her successor Trustee any natural person (other than the Trustor) or corporation having trust powers, effective upon her resignation, incapacity or death. Such designation may be made by an instrument executed by her during her lifetime in the manner provided for the execution of a deed or by the terms of her last will, and any such designation shall become effective upon the execution by such successor Trustee of a writing accepting the duties of Trustee and without further formality or notice to any party. Any inter vivos designation of a successor may be revoked by Dorothy T. Estes at any time before it shall become effective. No successor Trustee shall be responsible for or required to inquire into the transactions of any predecessor Trustee.

§9. Miscellaneous Provisions.

A. Authority to Apply; Payments and Accumulations in the Case of Incapacity. Any direction or authorization to "pay" income or principal "to" any person shall be deemed to include: (x) an authorization to expend or apply for the benefit of the person (with or without the intervention of a guardian or committee if the person is a minor or incapacitated); (y) if the person is a minor, an authorization to make payment to a

Custodian for the minor under the Virginia Uniform Gifts to ~~Minors Act, to the parents or a parent of the minor, to a legal~~ guardian of the minor, or to any other person who may have the care or custody of the minor's person, without responsibility upon the Trustee to see to the proper application of the payment; and (z) if the person is a minor or incapacitated, an authorization to accumulate all or any part of such income for subsequent payment to or for the benefit of the person (subject to the provisions of Section 9B). A person shall be "incapacitated" within the meaning of the preceding sentence if the person is mentally or physically incapable (in the opinion of the Trustee) of receiving or caring for funds. Any direction or authorization to "pay" principal shall be deemed to include an authorization to make distribution in kind.

B. Undistributed Income. Upon the death of a beneficiary to whom income is distributable from a trust estate (other than a trust held under Section 4), any net income that shall be accrued or accumulated but that shall not have been distributed shall not be apportioned to the beneficiary's estate, but shall instead be distributed as though it had accrued immediately after the death of the beneficiary.

C. Spendthrift Trust. To the extent permitted by law, neither the principal nor income of any trust hereunder shall be liable for the debts of any beneficiary or to alienation or anticipation by any beneficiary.

D. Class Designations. Each term that identifies the beneficiaries or potential beneficiaries of a trust by designating a class consisting of one or more persons having a specified relationship to another person (e.g., "descendants")

shall be deemed to refer to each person who has such relationship by or through legal adoption as well as by birth, whether now or hereafter born; provided that no person adopted after attaining the age of twenty-one years or who is illegitimate nor the descendants of any such person shall take under this instrument as a member of any such class.

E. Number and Gender. For simplicity of expression, pronouns and other terms are sometimes expressed in a particular number and gender; however, where appropriate to the context, such terms shall be deemed to include each of the other numbers and the other genders.

F. Discretion of the Trustee. Whenever the word "may" is used herein in respect of any authority as to the payment of income or principal granted to the Trustee, the exercise of such authority shall be within the absolute discretion of the Trustee acting in a fiduciary capacity.

G. Governing Law. All questions pertaining to the validity, construction and administration of this instrument and the trusts hereunder shall be determined according to the laws of Virginia.

H. Counterparts. This instrument is executed in more than one counterpart, each of which is an original and all of which collectively constitute but one instrument.

I. Headings. The underlined headings herein are for convenience only and shall not affect the interpretation of this instrument.

WITNESS the following signatures and seals, as of the date and year first above written.

 [SEAL]  
Charles Edwin Estes

Dorothy S. Estes [SEAL]  
Dorothy T. Estes

STATE OF VIRGINIA }  
City of Richmond } ss.

The foregoing instrument was acknowledged before me this  
16<sup>th</sup> day of March, 1973 by CHARLES EDWIN ESTES.

Zell S. Williams  
Notary Public

My commission expires: Oct. 11, 1974

## SCHEDULE

TO

TRUST AGREEMENT dated February 19, 1973, between  
 CHARLES EDWIN ESTES, Trustor, and DOROTHY T. ESTES, Trustee.

THAT parcel of land with improvements thereon and appurtenances thereto belonging, situate in Bermuda District, Chesterfield County, Virginia, containing 23.27 acres, and described as follows:

BEGINNING at a rod on the northern line of Willis Road, which rod marks the intersection of the northern line of Willis Road and the western right-of-way line of the Seaboard Coastline Railroad; thence N. 81° 09' 00" W. 348.79 feet along the northern line of Willis Road to a rod; thence N. 6° 07' 40" W. 834.84 feet to a pipe; thence S. 81° 31' W. 189.40 feet to a rod; thence N. 6° 00' 00" W. 516.12 feet to a rod; thence S. 81° 45' W. 170.13 feet to a rod on the eastern line of Germont Avenue; thence N. 6° 00' 00" W. 790.41 feet along the eastern line of Germont Avenue to a rod on the western right-of-way line of the Seaboard Coastline Railroad; thence continuing along such right-of-way line S. 68° 21' 30" E. 389.51 feet to a rod; thence continuing along such right-of-way line as it curves along a curve to the right, which curve has a radius of 904.93 feet a distance of 667.69 feet to a rod; thence S. 1° 14' W. 262.75 feet to a rod; thence S. 1° 01' E. 331.00 feet to a rod; thence S. 10° 01' E. 204.00 feet to a rod; thence S. 11° 46' E. 255.00 feet to a rod on the western right-of-way line of the Seaboard Coastline Railroad; thence S. 0° 24' 00" W. 392.34 feet along such right-of-way line to the point of beginning.

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COMMONWEALTH OF VIRGINIA

03: 013632

## CIRCUIT COURT OF THE CITY OF RICHMOND

In Re: Estate of Michael Edwin Estes,  
deceased)  
)DISCLAIMER AND RELEASE  
Intestate-Probate Matter # \_\_\_\_\_

This Disclaimer and Release dated April 16, 2003 is made by Charles E. Estes and filed with this Court pursuant to section 64.1-188, *et. seq.* of the Code of Virginia.

## RECITALS

1. Michael Edwin Estes. Michael Edwin Estes ("Mr. Estes") died December 21, 2002, a resident of the City of Richmond, Virginia.
2. Intestacy and Qualification. Mr. Estes died intestate. Martha Estes Grover qualified as Administrator of Mr. Estes' estate before the Clerk of this Court on February 11, 2003.
3. Disposition of Mr. Estes' Property. Mr. Estes died unmarried, and with no descendants. Mr. Estes' mother predeceased him. Accordingly, pursuant to section 64.1-1 of the Code of Virginia, Mr. Estes' father, Charles E. Estes, is the sole heir at law to all realty owned by Mr. Estes, and pursuant to sections 64.1-11 and 64.1-1 of the Code of Virginia, Mr. Estes' father, Charles E. Estes, is the sole distributee to all personal property owned by Mr. Estes.
4. Disclaimer of Property by Charles E. Estes. Charles E. Estes has not accepted any beneficial interest in or benefits from Mr. Estes' property passing to him under the laws of intestacy. Charles E. Estes desires now to disclaim (as defined in section 64.1-188, *et. seq.* of the Code of Virginia and section 2518 of the Internal Revenue Code) all of his right, title and interest in and to Mr. Estes' real and personal property passing to Charles E. Estes under the laws of intestacy.

F- Probate 8.4.03

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5. Disclaimed Property. For purposes of this Disclaimer, the term "Disclaimed Property" shall refer to Mr. Estes' real and personal property passing to Charles E. Estes under the laws of intestacy.

#### DISCLAIMER

NOW THEREFORE, pursuant to section 64.1-188, *et. seq.* of the Code of Virginia and section 2518 of the Internal Revenue Code of 1986, as amended, Charles E. Estes irrevocably and unqualifiedly releases, disclaims and refuses to accept all of his right, title, and interest in and to the Disclaimed Property (including income and appreciation on the Disclaimed Property from the date of Mr. Estes' death) in the manner described below.

6. Disclaimer of Property Passing Under the Laws of Intestacy. Charles E. Estes irrevocably and unqualifiedly releases, disclaims and refuses to accept all of his right, title and interest in and to Mr. Estes' Property passing to Charles E. Estes under the laws of intestacy (including any income and appreciation on Mr. Estes' Property from the date of Mr. Estes' death).

7. No Acceptance of Interest or Benefits. Charles E. Estes has not accepted any interest in or benefits from the Disclaimed Property (including income and appreciation on the Disclaimed Property). Charles E. Estes has not received and will not receive any consideration in money or money's worth for making this Disclaimer.

8. Purpose. This instrument is intended to be a qualified disclaimer as defined in section 64.1-188, *et. seq.* of the Code of Virginia and section 2518 of the Internal Revenue Code and shall be interpreted accordingly.

9. Delivery of Disclaimer. This instrument shall be delivered in person to Mr. Estes'

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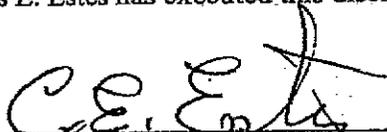
Administrator and shall be recorded in the Clerk's office of the Circuit Court of the City of Richmond and in the Clerk's Office of all localities in which Mr. Estes owned real property.

10. Irrevocable Instrument. After this Disclaimer is delivered and accepted by Mr. Estes' Administrator, this instrument shall be irrevocable.

11. Effect of Disclaimer. Without any direction on the part of Charles E. Estes, the effect of this Disclaimer under Virginia law is that Charles E. Estes does not have any interest in the Disclaimed Property (or the income and appreciation on the Disclaimed Property) under Virginia intestacy law, and pursuant to section 64.1-188, *et. seq.* of the Code of Virginia, the Disclaimed Property and the income and appreciation on such property passes under sections 64.1-1 and 64.1-11 of the Code of Virginia to Mr. Estes' sister, Martha Estes Grover. Other than the Disclaimed Property and the income and appreciation on the Disclaimed Property, this Disclaimer does not relate to any other property or interests in property passing to or created in Charles E. Estes by Mr. Estes' death.

12. Further Assurances. Charles E. Estes agrees to execute such other documents as may be necessary to effectuate his Disclaimer of his interest in the Disclaimed Property and the income and appreciation on the Disclaimed Property.

IN WITNESS WHEREOF, Charles E. Estes has executed this disclaimer on April 16, 2003.

  
CHARLES E. ESTES

[SEAL]

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COMMONWEALTH OF VIRGINIA )

County of Christfield )

ss.

I, Teresa Ward, a Notary Public of said State, do hereby certify that CHARLES E. ESTES personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 16 day of April, 2003.

Teresa Ward (SEAL)  
Notary Public

My commission expires: 11-30-04.

The Administrator of the Estate of Michael Edwin Estes acknowledges receipt of the foregoing disclaimer on April 16, 2003.

Martha E. Grover  
MARTHA ESTES GROVER

WTAX\122394.1

INSTRUMENT # 03-13632  
RECORDED IN THE CLERK'S OFFICE OF  
CITY OF RICHMOND ON  
APR 18 2003 AT 8:45  
BEVILL, M., DEAN, CLERK  
BY: [Signature] DEPUTY CLERK

A Copy,  
Tested: BEVILL, M. DEAN, CLERK  
by James K. Owen D.C.