

Prepared by and return to:
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Memphis, TN 38120-4367
901.537.1000

THE MARY B. ROBINSON TRUST

KNOW ALL MEN BY THESE PRESENTS, that on this 8th day of August, 2005, MARY B. ROBINSON of Memphis, Tennessee (the "Settlor"), does hereby acknowledge and declare that she has transferred to this trust the property listed in Schedule "A" attached hereto, and that Trustee does and will hold ownership and all right, title and interest in and to said property in trust for the following uses and purposes.

ARTICLE 1

NAME OF TRUST AND BENEFICIARIES

1.1 Name of Trust. This trust shall, for convenience, be known as THE MARY B. ROBINSON TRUST.

1.2 Beneficiaries. The beneficiaries of this trust are:

- (a) Settlor, MARY B. ROBINSON; and,
- (b) Upon the death of Settlor, Settlor's Estate.

ARTICLE 2

TRUSTEES

2.1 Trustees. The Trustee (hereinafter with her successors referred to as "Trustee") of this trust shall be Settlor's son, G. A. Robinson, III. If G. A. Robinson, III is unable, temporarily or permanently, to serve or administer the Trust assets, the Settlor's grandson, G. A. Robinson, IV, shall serve as Trustee.

2.2 Resignation of Trustee. Any Trustee hereunder (whether originally designated herein or appointed as successor) shall have the right to resign at any time by giving thirty (30) days written notice to that effect to the current income beneficiary(ies) of the trust.

2.3 Appointment of Subsequent Successor Trustees. If at any time there is no Trustee, then the Settlor or any person possessing Settlor's written designation as Settlor's power of attorney may appoint a successor Trustee and shall notify Trustee of such appointment. Any successor Trustee shall have all the rights, powers, duties, and discretions conferred or imposed on the original Trustee. No successor Trustee shall be obliged to examine the accounts and actions of any previous Trustee. No Trustee shall be liable for any act or omission unless the same be due to such Trustee's own default.

Prepared

ARTICLE 3

TRUST ESTATE

3.1 Assets Transferred by Settlor. Settlor may transfer to this trust assets and property of any nature, description or kind, real or personal, wherever situated, described in a written instrument of conveyance, transfer, or assignment, or in a separate receipt issued by Trustee to Settlor, in trust, nevertheless, for the uses and purposes herein set forth.

3.2 Assets Transferred by Beneficiary Designation. Settlor may also name this trust as beneficiary of any life insurance policy, pension plan, profit sharing plan, individual retirement account, or any other plan or account for which a beneficiary designation is permitted.

3.3 Assets Transferred by Others. With the consent of the Trustee, any other person may add to the principal of the trust created herein by deed, gift, Will, or otherwise. Such additions shall be covered by the provisions hereof the same as if originally included herein.

ARTICLE 4

SETTLOR'S RIGHT TO REVOKE AND AMEND TRUST

Settlor expressly reserves the right, at any time and from time to time during Settlor's lifetime and while Settlor is competent, by instrument in writing delivered to the Trustee, to alter, amend, or revoke this agreement, either in whole or in part.

ARTICLE 5

ADMINISTRATION DURING LIFETIME OF SETTLOR

5.1 Settlor Living and Competent. During the lifetime of Settlor, and while Settlor is competent, Trustee shall administer the Trust Estate, shall manage, invest, and reinvest the Trust Estate, collect the income thereof, and pay to or apply for the benefit of Settlor all of the net income in convenient installments but no less frequently than quarterly, along with any amount of principal as Settlor requests.

5.2 Settlor Living and Incompetent. During the lifetime of Settlor, and while Settlor is incompetent, Trustee shall manage, invest, and reinvest the Trust Estate, collect the income thereof, and pay to or apply for the benefit of Settlor so much of the net income and principal at such times and in such amounts as Trustee shall determine, in its sole discretion, to be necessary or advisable for Settlor's use, care, support, health, maintenance, and general welfare, including, but not limited to, medicine, clothing, food, and other supplies.

5.3 Reliance by Third Parties. Third parties (such as banks, savings and loan associations, insurance companies, brokerage houses, register of public records, etc.) may rely on a certification in writing from the Trustee named in, or appointed pursuant to, this trust agreement that Settlor is not currently able to carry on her own affairs as relates to Trust assets. Any such third party is hereby released from any and all liability for acting upon such written certificate, and Settlor hereby binds Settlor and Settlor's estate to hold such third party harmless for relying on such certification.

ARTICLE 6

ADMINISTRATION OF TRUST ESTATE UPON DEATH OF SETTLOR

Upon the death of the Settlor, the entire Trust Estate as then comprised, shall be distributed to the Settlor's Tennessee Probate Estate.

ARTICLE 7

RULES OF CONSTRUCTION

7.1 Laws Governing. This agreement shall be construed and regulated in all respect by the laws of the State of Tennessee.

7.2 Rules of Construction. Words of any gender shall be deemed to include any other gender, and a reference to the singular shall include the plural, and vice-versa, unless the context indicates that such readings would be inappropriate.

7.3 Headings. Headings are included herein for convenience of reference, and are not intended to restrict the meaning, interpretation, or construction of any provision of this trust.

ARTICLE 8

ADMINISTRATIVE POWERS OF TRUSTEE

8.1 Incorporation of Statutory Powers. Trustee shall be authorized to exercise, in its discretion, all of the fiduciary powers contained in Tennessee Code Annotated Section 35-50-110, and said code section is incorporated herein by reference in its entirety as completely as if copied herein verbatim. If the legislature of the State of Tennessee amends or repeals all or any part of said statutes, the fiduciary powers in effect at the date of execution of this agreement, shall remain, without diminution or restriction, as the authorized powers of Trustee. I specifically waive on behalf of my trustee any diversification requirement found in Tennessee law including T.C.A. Section 35-14-105.

8.2 Non-Statutory Powers. In addition to all other powers granted, the Trustee hereunder shall have and possess all such power and authority as Settlor would have with respect to Trust assets as if such assets were individually owned by Settlor.

8.3 Conflicts of Interest. Any Trustee owning real estate adjacent to or near land owned by the Trust may deal with such land and land owned by the Trustee regardless of any conflict of interest or potential conflict of interest, all of which are waived.

8.4 Trustee Exonerated. Trustee shall be responsible only for due diligence in the administration and disbursement of any trust created hereunder and shall not be responsible for any loss or subject to any liability except by reason of its own negligence or willful default proved by affirmative evidence, and every election, determination or other exercise by Trustee of any discretion granted to it, expressly or by implication under this agreement or by law made in good faith, shall fully protect it and shall be conclusive and binding upon all persons interested in any trust created under this agreement.

8.5 Payments or Distributions to or for Benefit of Incompetent Beneficiary. If Settlor is determined to be unable to handle her own affairs, Trustee may satisfy any provision in this trust

requiring a payment or distribution to such beneficiary by distributing to the beneficiary in any one or more of the following ways:

- (a) To the legally appointed conservator of Settlor;
- (b) Directly to the Settlor, if, in the opinion of Trustee, the Settlor is able to properly handle the distribution;
- (c) To a bank or savings and loan association in an account for the benefit of Settlor;
- (d) In satisfaction of any obligations of Settlor, including joint obligations of Settlor and any co-owner of real estate;
- (e) To others providing services to Settlor;
- (f) To an adult relative or adult friend of the beneficiary for the care, support, education and welfare of the beneficiary.

8.6 Spendthrift. A beneficiary's interest in any trust created hereunder may not be voluntarily or involuntarily pledged, assigned, sold, transferred, alienated, encumbered or anticipated by such beneficiary in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort, including those claims of any beneficiary's spouse against such beneficiary.

8.7 Power of Trustee to Terminate Trust. If economic conditions or changes in the tax laws occur which, in the opinion of the Trustee, make it advisable and in the best interest of any beneficiary that any trust be entirely terminated, or if at any time the principal of any trust created hereunder is too small to justify the continuance of the trust, then Trustee is authorized to terminate the trust and to distribute the principal and any accumulated income to the beneficiary(ies) for whose benefit the trust is then held, in the same proportions as they are then receiving or are entitled to the income therefrom, or where payments of income are discretionary, in such proportions as the Trustee may determine in its sole and absolute discretion.

8.8 Maximum Duration of Trust. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last to die of those beneficiaries who were living on the date on which this instrument shall become irrevocable. At the end of such period all such trusts shall terminate and the Trustee shall distribute the undistributed income and principal of such trusts to the current income beneficiaries who are then or would have been entitled to receive the income from said trust and in the same proportions as they are or would have been entitled to such income, and if the proportions are not specified, in equal shares to such beneficiaries, absolute and free of trust.

IN WITNESS WHEREOF, Settlor and Trustee have signed and sealed this trust agreement on the date first above appearing.

Mary B. Robinson
Mary B. Robinson, Settlor

G. A. Robinson, III
G. A. Robinson, III, Trustee

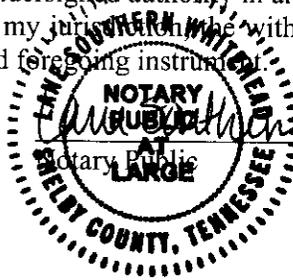
The foregoing instrument, was signed, sealed, published and declared by Settlor in our presence and in the presence of each other, and we, at the Settlor's request, in the Settlor's presence, and in the presence of each other, have hereunto subscribed our hands as witnesses this 8th day of August, 2005.

[Signature]
Witness

Margie Miles
Witness

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 24 day of August, 2005, within my jurisdiction, the within named Mary B. Robinson, who acknowledged that she executed the above and foregoing instrument.



Lane Southern Whithead

My Commission Expires:
July 20, 2008

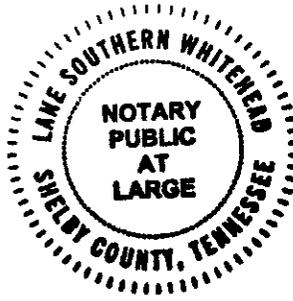
My Commission Expires July 20, 2008

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 24 day of August, 2005, within my jurisdiction, the within named G. A. Robinson, III, who acknowledged that he executed the above and foregoing instrument.

Lane Southern Whithead
Notary Public

My Commission Expires:
July 20, 2008



My Commission Expires July 20, 2008

SCHEDULE A

ASSETS TRANSFERRED TO TRUSTEE

Lot 29, Section B, Lake O' The Hills Subdivision, situated in Section 19, Township 3, Range 9 West, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 2, Pages 35-36, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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