

CERTIFICATE OF TRUST AGREEMENT

This Certificate of Trust Agreement is executed by the undersigned Trustee and Grantor for the purpose of recording with the Chancery Clerk of DeSoto County, Mississippi, or other appropriate Chancery Court Clerk of the State of Mississippi, in lieu of the entire Trust Agreement referred to herein, in accordance with the provisions of § 91-9-7 Miss. Code 1972, amended:

- a. The name of the Trust is the Barbara B. Huling Living Trust dated January 20, 1994;
- b. The street and mailing address of the office and the name and street and mailing address of the Trustee are as follows: Barbara B. Huling, 1776 Stonehedge Drive, Southaven, Mississippi 38671;
- c. The name, street and mailing address of the Grantor are as follows: Barbara B. Huling, 1776 Stonehedge Drive, Southaven, Mississippi 38671;
- d. A description of all interest in real property owned by or conveyed to the Trust is as follows:

Lot 22 Stonehedge Subdivision, Section 32, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi as shown per plat thereof recorded in Plat Book 24, Pages 28-32 of the Subdivision Plats in the office of the Chancery Clerk of DeSoto County, Mississippi.

e. The said Trust is now in full force and effect. The Trust is revocable; however, there is no anticipated date of termination of the Trust at present;

f. The general powers granted to the Trustee are as follows: See attached Schedule

A.

This the 9th day of February, 2006.


BARBARA B. HULING, Grantor/Trustee

BBB

18

STATE OF MISSISSIPPI

COUNTY OF DESOTO

THIS DAY PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named BARBARA B. HULING, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 9th day of February, 2006.

Melissa S. Bittner
Notary Public



Article 17 Powers of Trustee

17.01. Grant of Powers

The Trustee may perform every act reasonably necessary to administer any trust established under this agreement. Specifically, the Trustee may exercise the following powers without the order of any court, as the Trustee determines to be in the best interests of the beneficiaries.

a. Banking Powers

The Trustee may establish and maintain checking, savings, money market and all other types of deposit accounts in one or more institutions that the Trustee may choose.

b. Borrowing and Encumbrance Powers

The Trustee may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

The Trustee shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

The Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise.

The Trustee shall have the power to enter into any mortgage as a mortgagee, to purchase mortgages on the open market, and to otherwise buy, sell or trade in first or subordinate mortgages. The Trustee may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage.

The Trustee may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. The Trustee may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

EXHIBIT
"A"

17-1

The Trustee may exercise these powers, even though such arrangements may continue to be effective after the term of any trust or trusts created in this agreement.

c. Business Participation

The Trustee may hold, retain and operate, solely at the risk of the trust estate, any business enterprise as a trust asset whether organized as a sole proprietorship, partnership, corporation or any other form of business entity. The Trustee may do and perform all acts that the Trustee, in its sole and absolute discretion, deems necessary or advisable in the operation of the business. The Trustee may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries. The Trustee may execute partnership agreements, buy-sell agreements and any amendments to them. The Trustee may carry out the provisions of any agreement entered into by me for the sale of any business interest or the stock thereof. The Trustee may dissolve, liquidate or sell the business at such time and on such terms as the Trustee, in its sole and absolute discretion, determines.

The Trustee shall have the power, should the Trustee deem it advisable to participate in the incorporation of any trust property; any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution; or any stock redemption or cross purchase buy-sell agreement.

The Trustee may exercise all of the business powers granted in this agreement regardless of whether the Trustee is personally interested or an involved party with respect to any business enterprise forming a part of the trust property.

d. Environmental Concerns

To comply with any environmental law affecting any interest in real property held as an asset, the Trustee shall have the following powers. "Environmental law" shall mean any federal, state, or local law, rule, regulation or health ordinance relating to protection of the environment or of human health.

1. To deal with matters involving the actual, threatened or alleged contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular the Trustee is empowered:
 - a. To inspect and monitor any such property periodically, as it deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

- b. To respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;
 - c. To refuse to accept property as a trust asset if it determines that such property is contaminated by any hazardous substance or that such property is being used or has been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets;
 - d. To settle or compromise, at any time, any claim against this trust related to any such matter asserted by any governmental body or private party;
 - e. To disclaim any power that it determines may cause it to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law;
 - f. To decline to serve as the Trustee or, having undertaken to serve, resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets.
2. Notwithstanding any provision of this agreement to the contrary, 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 pursuant to any federal, state or local statute or regulation relating to clean up or management of hazardous substances.
 3. The Trustee shall not be personally liable to any beneficiary or other party interested in this trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from issues relating to hazardous waste, including any reporting of or response to the contamination of trust property by hazardous substances; or violations of environmental laws related to the trust; provided that the Trustee shall not be excused from liability for its own negligence or wrongful or willful acts.

4. The Trustee is authorized to set aside as a separate trust any interest in property, for any reason, including but not limited to a concern that such property could subject other trust property to potential liability under any federal, state or local environmental law. Said separate trust shall be held, administered and distributed upon the same terms and conditions as those governing the remaining trust properties.

e. Farm or Ranch Participation

The Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement. The Trustee shall have the broadest possible powers to permit the Trustee to exercise its discretion in operating any farm or ranch operation including the following, by way of illustration and not by way of limitation.

1. To retain, sell, acquire and continue any farm or ranching operation whether as a sole proprietorship, partnership, corporation or other form of business entity.
2. To formulate and carry out a general plan of operation, embracing rotation of crops, livestock programs and general practices of soil conservation; and to seek to maintain, improve and conserve the productivity and fertility of each farm or ranch.
3. To lease to tenants, and to enter into contracts with tenants, either on shares or for stated compensation, or to employ and pay such labor as might be employed.
4. To buy, breed, raise and sell all kinds of livestock, either on shares with a tenant or solely on behalf of the trust estate.
5. To buy, rent or otherwise acquire equipment and machinery.
6. To plant, cultivate, produce and market crops.
7. To enter into contracts with any federal or state agencies for crop reductions or soil conservation practices, or other government farm program.
8. To improve and repair all farm and ranch properties; including the construction, repair and improvement of buildings, fences and drainage facilities;
9. To acquire, retain, improve, and dispose of wells, water rights, ditch rights and priorities of any nature.

10. To develop any farm or ranch property to the limit of its resources, including the cutting of timber, and removal of oil, gas or solid minerals, and gravel.
11. To employ managers and agents to supervise the operation or take over active management of the properties and formulate and carry into effect such plans as they may deem advisable; to pay them such fees as may be mutually agreed upon. The Trustee shall have no responsibility or liability for actions taken by such managers or agents but shall require adequate reports to give the Trustee a clear picture of results of the operations while under such management. The Trustee shall exercise special care to select managers or agents, but shall not be liable for any loss to the trust estate through fraud or misconduct on the part of such managers or agents.

f. Income and Principal Powers

Except as may otherwise be provided in this agreement, all receipts of money or property paid or delivered to the Trustee shall be allocated to principal or income in accordance with the laws of Tennessee. For any item not clearly governed by such laws, the Trustee shall have discretion to determine whether items should be charged or credited to income or principal as the Trustee may deem fair, equitable and practical under all of the circumstances.

The Trustee, to the extent it determines that readily marketable assets in the principal of the trust will be insufficient, may set aside from trust income, reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion and for the equalization of payments to or for the beneficiaries. The Trustee may select any and all accounting periods with regard to the trust property.

If any trust created under this agreement is the beneficiary or owner of an individual account in any "Individual Retirement Account," "Roth IRA," "Qualified Retirement Plan or Account" or similar tax-deferred retirement arrangement or annuity (the "Plan") and if the Trustee is required to pay all trust income to a beneficiary, that beneficiary shall have the right to compel the Trustee to withdraw from the Plan an amount equal to the income earned on the Plan assets at least annually and to distribute that amount to the beneficiary. This right to compel is cumulative and shall not lapse to the extent the beneficiary fails to exercise it in any given year. If the beneficiary is disabled then the Trustee shall make such withdrawals on the direction of any person who is legally entitled, under a durable power of attorney or by court appointment, to exercise this right to compel on the beneficiary's behalf.

g. Investments

The Trustee may buy, sell and trade in securities of any nature, including short sales and on margin. The Trustee may maintain and operate accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as securities for loans and advances made to the Trustee. The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals or other property, real or personal, as it shall determine. The Trustee may invest in investment trusts as well as in common trust funds.

With respect to any stock held as trust property, the Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions. In so doing, the Trustee may elect or employ directors, officers, employees and agents.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property. The Trustee may retain, sell or exercise any stock options held as part of the trust property.

With regard to record keeping for investment transactions, the Trustee need not provide copies of confirmations or similar notifications each time a trade or investment transaction occurs, but investment transactions shall be set forth in the Trustee's periodic accounting.

The Trustee may purchase annuities on behalf of and for the benefit of any trust beneficiary.

h. Life Insurance and Other Insurance

Except as otherwise provided in this agreement, the Trustee shall have the power to purchase, receive, or otherwise obtain and hold as owner, policies of insurance on me, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the broadest possible powers to permit the Trustee to exercise its discretion to exercise any of the rights, options, elections or privileges exercisable in connection with such policies including the following, by way of illustration and not by way of limitation.

1. The power to surrender a policy at any time for its cash value.
2. The power to sell policies, borrow money to pay premiums due on any policy or for any other trust purpose from the company issuing the policy. This shall include the right to elect or cancel any automatic premium loan feature of the policy.

3. The power to convert or exchange the policy to any different form of insurance or elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.
4. The power to arrange for the automatic application of dividends in reduction of premium payments.
5. The power to elect among settlement options.
6. The power to surrender a policy at their fair market value to the insured or to anyone having an insurable interest in the policies.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

The Trustee may purchase and maintain accident, sickness, and medical insurance on behalf of and for the benefit of any trust beneficiary.

i. Loans

The Trustee may loan money to any person, including a beneficiary, with or without interest, on any terms or on demand, with or without collateral, as it deems in the best interests of the trust beneficiaries.

j. Maintain a Residence

The Trustee shall have the power to maintain any real estate held or acquired by this trust as a residence for one or more of the beneficiaries, as an expense of the trust, and to pay all charges on any such residence, including but not limited to, taxes, assessments, utility charges, insurance premiums, interest and amortization payments, repairs and other expenses and charges for the upkeep and maintenance of any such residence. If the Trustee is maintaining any real estate as a residence for one or more beneficiaries, I waive any obligation imposed by regulatory authorities to inspect and appraise such real estate.

k. Nominee Powers

The Trustee may hold any property, real or personal, belonging to the trust in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship.

l. Natural Resources

The Trustee shall have the power to enter into any agreement or arrangement for exploration, development, operation, conservation and removal of oil, gas, coal or

other natural resources with regard to any trust property. This shall include executing oil, gas, coal, and other mineral leases on such terms as the Trustee may deem proper, and entering into pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties.

The Trustee may purchase additional oil, gas, coal and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the trust property. The Trustee may buy or sell undivided interest in oil, gas, coal and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition or development of any mineral interest, and may pay the cost of such services from the principal or income of the trust property.

m. Payment of Expenses, Claims and Death Taxes

Upon the death of an income beneficiary of any trust created under this agreement, the Trustee is authorized but not directed to pay any expenses of last illness, funeral and burial expenses and legally enforceable claims of the income beneficiary. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes. The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

n. Powers of Attorney

The Trustee may execute, deliver and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the various trusts created in this agreement. The power of attorney may grant to the attorney-in-fact all of the rights, powers and discretion that the Trustee could have exercised.

o. Retention of Trust Property

The Trustee may retain, without liability for depreciation or loss resulting from such retention, any and all property constituting the trust estate of any trust created under this agreement at the time of its creation, at the time of my death or

as the result of exercising any stock option. The Trustee may retain such property, notwithstanding the fact that such property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that such retention may result in inadequate diversification under any applicable Prudent Investor's Act or other such law.

The Trustee may hold property which is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of the Trustee, in the best interests of the beneficiaries.

Unproductive property shall not be held as an asset of the Marital Trust for more than a reasonable time without the written consent of the surviving spouse.

p. S Corporation Stock

I intend that each trust created under this agreement that holds stock of a corporation as to which there is in existence an election to be taxed under the provisions of Subchapter S of Chapter 1 of Subtitle A of IRC ("an S Corporation"), shall be an eligible S Corporation shareholder for federal income tax purposes. The Trustee is prohibited from exercising any power or discretion that would be inconsistent with the qualification of each trust holding S Corporation stock as eligible S Corporation shareholders.

The Trustee is authorized to act in any of the following ways to preserve the S Corporation election.

1. Create Separate Trust or Trusts

If S Corporation stock is held as an asset of the Family Trust, create a separate trust, solely for the benefit of the surviving spouse, that qualifies as an eligible S Corporation shareholder and then distribute such S Corporation stock to the newly created trust.

If S Corporation stock is held as an asset of another trust, create a separate trust or in the case of multiple beneficiaries, trusts that qualify as eligible S Corporation shareholders and then distribute such S Corporation stock to the newly created trust or trusts.

The terms of each newly created trust shall be as consistent as possible with the terms of the original trust and still qualify as eligible S Corporation shareholders.

2. Distribute the S Corporation Stock

Alternatively, the Trustee, if necessary to preserve the S Corporation election, may distribute such stock to the surviving spouse if the S Corporation stock is held as an asset of the Family Trust and to the income

beneficiaries of any other trust as if the trust had terminated, while continuing to hold any other non-S Corporation property in trust.

3. Other Authorized Actions

The Trustee may take any action necessary with regard to S Corporations, including making any elections required to qualify stock as S Corporation stock, and may sign all required tax returns and forms.

q. Sale, Lease, and Other Dispositive Powers

The Trustee may sell, lease, transfer, exchange, grant options with respect to or otherwise dispose of any property of the trust estate upon such terms and conditions as the Trustee deems appropriate even though the terms may extend beyond the duration of any trust created in this agreement. The Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

With respect to real property, the Trustee may grant or release easements and other interests, enter into party wall agreements, execute estoppel certificates and develop and subdivide, dedicate parks, streets and alleys or vacate any street or alley and may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may elect to insure, as it deems advisable, all such actions.

17.02. Fiduciaries' Powers Act

In addition to all of the above powers, the Trustee may exercise those powers set forth in the Mississippi Fiduciaries' Powers Act, as amended after the date of this agreement. I incorporate such act as it exists today by reference and make it a part of this agreement.

17.03. Special Provisions for Comerica Bank

Whenever COMERICA BANK is serving as a trustee, the provisions of this Section shall apply.

a. Exercise of Investment Powers

My Trustee shall exercise the powers herein granted to it to retain, sell, invest and reinvest the trust property with respect to each trust hereunder only upon the written direction of the Investment Manager of such trust, provided that if at any time during the continuance of any trust there shall be no Investment Manager of

such trust, then my Trustee may take such action as it deems to be in the best interests of the beneficiaries of such trust.

b. Appointment of Investment Manager

The Investment Manager of each trust hereunder will be me so long as I am willing and able to so act, or such other Investment Manager as I shall appoint in writing from time to time. I may at any time and from time to time remove the Investment Manager and appoint a successor Investment Manager upon ten (10) days prior written notice to the Investment Manager and Trustee. Upon and after my death, my Trustee may at any time and from time to time remove the Investment Manager and appoint a successor Investment Manager upon ten (10) days prior written notice to the Investment Manager.

c. Investment Manager's Acceptance

To qualify, any appointed Investment Manager other than me, shall deliver a written instrument to my Trustee indicating Investment Manager's acceptance and agreement that all powers conferred upon such Investment Manager shall be exercised in a fiduciary capacity for the exclusive interest of me (if living) or my beneficiaries (if I shall not be living).

d. Investment Manager's Instructions

The Investment Manager of each Trust hereunder shall (except as provided in paragraph c., entitled "Trustee Review of Investment Manager's Instructions") convey instructions directly to any Custodian of trust assets which is also a broker or dealer. Such Custodian shall, pursuant to the Investment Manager's instructions, execute transactions and provide other, related services with respect to the custodial assets.

e. Trustee Review of Investment Manager's Instructions

The provisions of this paragraph shall apply on my death. Any Investment Manager then acting shall provide its instructions only to the Trustee and not to any Custodian of trust assets. The Trustee shall examine such instructions and act upon them only after considering the probable need for cash and the conservation of principal in connection with the expeditious and economical settlement of my estate. For purposes of this paragraph, settlement of my trust estate includes: payment of any debts, taxes or claims properly chargeable to the trust estate, making any distribution required or occasioned by my death, and funding any further trusts created by this agreement on or following my death. My Trustee may, from time to time, direct the Investment Manager to convey investment instructions directly to a Custodian which is a broker or dealer, in the manner provided in paragraph d., entitled "Investment Manager's Instructions."

f. Trustee to Cooperate with Investment Manager

The Trustee shall consult with any Investment Manager when acting with respect to any and all investment decisions, other than ministerial decisions, and shall cooperate with the Investment Manager to carry out such investment plans, programs and acts as may be recommended by the Investment Manager. Notwithstanding the foregoing, upon receipt of written recommendations from a duly appointed Investment Manager, the Trustee shall be accorded a reasonable time to examine and review the same before implementing the same and may refuse to implement the same, in whole or in part, if the Trustee shall determine, in the exercise of its fiduciary responsibilities, that implementation of all or any part of said recommendations would not be reasonably prudent in the circumstances. Further, upon receipt of information on executed transactions made upon the Investment Manager's instructions, the Trustee shall be accorded a reasonable time to examine and review the same and, if the Trustee shall determine, in the exercise of its fiduciary responsibilities, that said transaction is or appears not to be reasonably prudent under the circumstances, the Trustee shall require the Investment Manager to take any steps necessary to reverse the transactions and restore the original, or comparable, asset to the trust. Any fees or expenses incurred with any of the foregoing actions shall constitute a lien on the trust property.

g. Investment Philosophy

After my estate is settled, it is my desire that the investment philosophy of each trust continue and my Trustee retain the investment management services available to such trust, with consideration of due care and prudence to the needs of such trust's beneficiaries.

h. Removal of Investment Manager by Beneficiaries

If I am not living, then a majority of the adult beneficiaries receiving, or eligible to receive, income of any trust established hereunder may appoint the Investment Manager of the trust or remove the Investment Manager then serving and appoint a successor, at any time upon ten (10) days prior written notice to my Trustee and each Investment Manager affected thereby.

i. Sub-Investment Manager

The Investment Manager of any trust hereunder may delegate at any time and from time to time to the following persons (each a Sub-Investment Manager) the power to direct investment decisions: (i) a portfolio manager under the PAINWEBBER ACCESS Program, or (ii) the Trustee, acting as portfolio manager under the PaineWebber Managed Accounts Consulting Program. The Investment Manager may appoint a Sub-Investment Manager, or remove the Sub-Investment Manager, upon ten (10) days written notice to the Sub-Investment

Manager and the Trustee. The Sub-Investment Manager shall not be liable for any losses to the trust fund except for losses resulting from its gross negligence or willful misconduct. The Sub-Investment Manager may receive compensation for services rendered hereunder, which fees shall be payable from the trust fund.

j. Use of Custodian and/or Broker

Without in any way limiting the Trustee's powers described in this agreement, the Trustee shall have the power to do any of the following as directed by me from time to time: (i) place all or part of the marketable securities of the trust in a custody account maintained with PaineWebber Incorporated (hereinafter known as "PaineWebber"); (ii) engage PaineWebber to act as custodian of the custody account and to act, pursuant to the Trustee's or an Investment Manager's instructions, as broker or dealer to execute transactions and to provide other services with respect to the custody account, including purchasing securities currently distributed, underwritten or issued by PaineWebber or any of its affiliates; and (iii) pay out of the trust fund all reasonable custody charges, brokerage commissions, and other fees and expenses incurred pursuant to clause (i) or (ii) above.

k. Investment Manager not Liable for Trustee

The Investment Manager of any trust hereunder need not inquire into my Trustee's performance of its duties, and shall not be held liable for any loss whatsoever to such trust unless it results from actions taken in bad faith. The Investment Manager may receive compensation for services and may be reimbursed for out of pocket expenses, including investment counsel fees, which shall be payable from the trust fund.

l. Trustee not Liable for Investment Manager

Notwithstanding anything elsewhere herein contained or as provided by statute or regulation to the contrary, no Trustee shall be liable for any loss or other detriment arising directly or indirectly from any act or omission to act directed by an Investment Manager or from any sale, failure to sell, retention of assets or other investment activity or failure of activity based upon or resulting, directly or indirectly, from the directions of an Investment Manager or from the failure or refusal of the Trustee, acting in discharge of its fiduciary responsibilities hereunder, to implement all or any part of the written directions or recommendations of an Investment Manager.

m. Designation of Successor Trustee by Special Agent

I have the right to designate another person or entity (hereinafter known as "Special Agent") to nominate a successor Trustee. Upon a written designation by me, PaineWebber, Inc. shall be such Special Agent. The Special Agent's power to nominate a

successor Trustee shall commence on the termination of a separate Master Services Agreement between my Trustee and PaineWebber, Inc. The Special Agent shall be empowered to nominate, within 90 days after any required notice to Trustee, a successor Trustee for my trust, which successor Trustee nominee shall not be affiliated with PaineWebber, Inc. Upon the acceptance by the successor Trustee of its nomination, written acknowledgment and acceptance by me of the successor Trustee nominee, the successor Trustee's written agreement to be bound by the terms and conditions of each this trust agreement, and upon the payment to the Trustee of any fees due to Trustee, the nomination shall be effective and the trust estate shall vest in the successor Trustee subject to the terms of this trust without further act or conveyance.

17-14