

Prepared By:
BRIDGORTH & BUNTIN
P. O. Box 241
Southaven, MS 38671
393-4450

TRUST AGREEMENT

THIS TRUST AGREEMENT made this 2 day of June, 1994, by and between ELLEN BANKS GERBER HENDERSON, Ocala, Florida, hereinafter called "Grantor", and BETTY JO GERBER, Memphis, Tennessee, hereinafter called "Trustee".

WHEREAS, Grantor is the beneficiary of a trust under an agreement dated December 30, 1976 (the "1976 Trust") of which her father, WILLIAM E. GERBER, was the grantor, and

WHEREAS, under the terms of said 1976 Trust, such trust for the benefit of the Grantor was to terminate and the assets of said trust were to be distributed to the Grantor at the time the Grantor attained age thirty-three (33), and

WHEREAS, the Grantor has attained age thirty-three (33) and is desirous of establishing a trust for the use and benefit of her own daughter, KAILA HENDERSON, with the assets presently held for the benefit of the Grantor in the 1976 Trust.

W I T N E S S E T H :

That the Grantor has this day by this instrument given and does hereby direct BETTY JO GERBER as trustee of the 1976 Trust to assign, transfer and convey all of the assets of said 1976 Trust, subject to any liabilities of said 1976 Trust, to the Trustee, and Trustee agrees to hold, administer and distribute all of the aforesaid assets (together with all additions thereto and all reinvestments thereof) as the principal of a trust estate, in accordance with the terms and provisions hereinafter set out.

The Grantor or any other person may add, at any time and from time to time, property to the principal of the trust estate herein created, by any means whatever, with the consent of the Trustee.

ARTICLE I

The Trustee shall hold, manage and control the property comprising the trust estate, collect the income therefrom, and shall disburse the net income derived therefrom and the principal thereof, for the sole benefit of KAILA HENDERSON, minor daughter of Grantor, upon the following terms:

- (a) Until the said KAILA HENDERSON shall attain the age

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of thirty-three (33) years, the Trustee may distribute to her or apply for her sole benefit, support education, maintenance and welfare, so much or all of the net income and principal of the trust estate at such time or times and in such amounts and manner as the Trustee, in her sole discretion, shall determine. Any income which the Trustee shall decide not to distribute may be accumulated as income or may be added to the principal of the trust as the Trustee, in her sole discretion, shall deem best. Upon said beneficiary attaining the age of thirty-three (33) years, the trust shall terminate and the entire trust property then held by the Trustee shall be paid over and distributed to her outright.

(b) Should KAILA HENDERSON die before attaining the age of thirty-three (33) years, then the trust shall terminate and all trust properties then held by the Trustee shall go to and vest, per stirpes, in KAILA HENDERSON's then living issue, if any, and if none, then unto the Grantor's then living issue, per stirpes; and in default thereof, then unto the Grantor's mother, BETTY JO GERBER, and should she be also then deceased, the trust properties shall be distributed in accordance with the residuary provisions of BETTY JO GERBER's Will, as admitted to probate.

(c) Until KAILA HENDERSON attains the age of thirty-three (33) years, the Trustee may make payments hereunder for the benefit of KAILA HENDERSON directly to KAILA HENDERSON, or to the guardian of the person or of the property of KAILA HENDERSON, or to any other person deemed suitable by the Trustee, or by direct payment of expenses incurred for KAILA HENDERSON's benefit.

ARTICLE II

Notwithstanding anything herein contained to the contrary, whenever pursuant to the provisions of this Agreement all or any part of the principal of the trust shall vest in a beneficiary who at the time of such vestiture is under the age of twenty-one (21) years, the Trustee is authorized and empowered, in her uncontrolled discretion, to hold the property so vested in such beneficiary or any part thereof, in a separate trust for the benefit of such beneficiary, notwithstanding that such property may consist of

investments not authorized by law for trust funds, and during the term of such trust to pay or apply so much or all of the net income and principal of the trust estate for the support, education and maintenance of the beneficiary as Trustee may determine in her discretion; and Trustee shall accumulate any undistributed balance of net income as Trustee deems proper until such beneficiary shall attain the age of twenty-one (21) years, and thereupon to pay over the principal, together with all accumulated income, to such beneficiary, and if such beneficiary shall die before attaining such age, the principal and any accumulated income shall be paid over to the estate of such beneficiary. The authority conferred upon the Trustee by this article shall be construed as a power only, and shall not operate to suspend the absolute ownership of such property by such beneficiary or to prevent the absolute vesting thereof in such beneficiary. With respect to the administration of any such property which shall vest in absolute ownership in a beneficiary, and which shall be held by the Trustee as authorized in this article, the Trustee shall have all the powers vested in her under the provisions of Article IV hereof; and Trustee shall have the same power as conferred under Article I(c) hereof.

ARTICLE III

None of the beneficiaries under the trusts created by this 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 the beneficiary may have incurred or contracted, or any hereafter incurred or contracted, the provisions for said benefits having been made for the personal use and benefit of the beneficiaries as hereinabove set out.

ARTICLE IV

The Trustee, and any successors named hereunder, shall have and may exercise, all of the powers, where applicable, enumerated in Section 35-50-110 of the Tennessee Code Annotated (Acts 1963, Ch. 110, Sec. 3; T.C.A. sec. 35-618; Acts 1991, ch. 182, sec. 2)

which are incorporated herein by reference as fully and particularly as though set forth in detail.

ARTICLE V

In the event BETTY JO GERBER should fail, refuse or be unable at any time to act as Trustee, she may appoint a successor Trustee. Should she fail to appoint a successor Trustee, WILLIAM E. GERBER shall serve as successor Trustee. Each successor Trustee shall have the power to appoint his or her successor Trustee. The appointment of a successor Trustee shall be made and accepted in writing. In the event that no person named herein or their successors is willing and able to serve as Trustee and no successor Trustee has been appointed, NATIONAL BANK OF COMMERCE, Memphis, Tennessee (or any bank with trust powers with which it is merged, consolidated or reorganized) to act as Trustee. No bond shall be required of any Trustee named herein, and no successor Trustee shall have any duty to inquire into or be liable for the actions of any predecessor Trustee.

The Grantor's daughter, KAILA HENDERSON, after attaining her majority, for and during her lifetime, and thereafter any adult beneficiary who is currently entitled to current income from a trust is hereby given the right, power and authority (hereinafter called "power") to remove at any time and from time to time any corporate Trustee then serving of any and for all of the trusts herein created for their benefit by giving the Trustee to be so removed thirty (30) days written notice of the intention so to do. The aforesaid power shall be exercisable upon the condition that the beneficiary shall then appoint as successor Trustee a corporation organized under the laws of the United States or of any state which is qualified to do business, and to exercise trust powers, in the State of Tennessee or in any other state. Such successor corporate Trustee may not have entered into any agreement, written or oral, express or implied, with any of the beneficiaries of any of the trusts hereinbefore created either as to the manner, amount or proportion in which the successor corporate Trustee after appointment will distribute to or apply for

the benefit of any such beneficiaries the income and/or corpus of any such trusts or as to the manner in which the successor corporate Trustee will administer any of such trusts. The appointment of such successor corporate Trustee by any of the beneficiaries of the trusts hereinbefore created of a corporation in which the stockholdings of any of such trusts or of any of the beneficiaries of such trusts are significant from the viewpoint of the voting control thereof is specifically prohibited. The removal of a corporate Trustee and the appointment of a successor corporate Trustee shall be by a written instrument executed in duplicate by the beneficiary, one executed duplicate to be delivered to the corporate Trustee thereby removed and the other executed duplicate to be delivered to the successor corporate Trustee, whereupon the corporate Trustee so removed shall resign each trust hereinbefore created and shall be released from all further liability and responsibility therefor upon the filing of an accounting of its administration of each such trust and securing an order of court having jurisdiction of the same releasing such corporate Trustee from its duties as such.

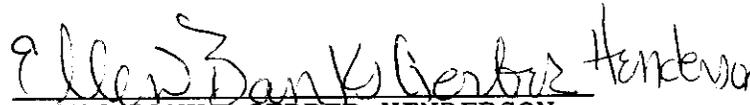
ARTICLE VI

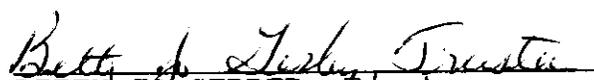
This agreement is hereby declared to be irrevocable and the Grantor shall have no right to alter or amend same in any respect or particular.

ARTICLE VII

This agreement shall be construed and regulated in all respects by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Grantor and the Trustee have executed and acknowledged this agreement.


 ELLEN BANKS GERBER HENDERSON,
 Grantor


 BETTY JO GERBER, Trustee

STATE OF FLORIDA §
COUNTY OF Marion §

On this 2 day of June, 1994, before me personally appeared ELLEN BANKS GERBER HENDERSON, to me known to be the person (or proved to me on the basis of satisfactory evidence) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her is free act and deed.

F.I.D.L.

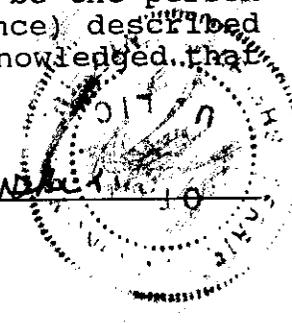
Betty Howe
Notary Public, State of Florida
MY COMMISSION #CC235486
EXPIRES Nov. 14, 1996
Bonded Thru Notary Public Underwriters

My Commission expires:

STATE OF TENNESSEE §
COUNTY OF SHELBY §

On this 3 day of June, 1994, before me personally appeared BETTY JO GERBER, to me known to be the person (or proved to me on the basis of satisfactory evidence) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Lernie L. Penkowitz
Notary Public



My Commission expires:
11/21/1994