

**EVELYN J. SKAGGS
IRREVOCABLE LIVING TRUST AGREEMENT**

Evelyn J. Skaggs, an adult resident citizen of DeSoto County, Mississippi, hereby enters into and makes this trust agreement and says as follows:

1. The name of this trust shall be the Evelyn J. Skaggs Irrevocable Living Trust Agreement.

2. The trustor, Evelyn J. Skaggs, hereby appoints Johnny E. Skaggs, Jr. to serve as trustee of this trust. In the event that he is unable or unwilling to serve as trustee, then the trustor hereby appoints Lillian K. Skaggs to serve as substitute trustee in his place. In the event that both Johnny E. Skaggs, Jr. and Lillian K. Skaggs are for any reason unable or unwilling to serve, then the substitute trustee shall be such person as may be appointed by the trustor, or if the trustor is unable to make such appointment, such person as may be appointed by the Chancery Court of DeSoto County, Mississippi.

3. The trustor hereby conveys and transfers to the said trustee all property, wherever situated, and which trustor owns any interest, whether real or personal, and wherever located, to be held in trust under the terms hereafter set forth. This provision of this trust is intended to be self-executing. The trustor may execute such additional documents and instruments as may be helpful to document and memorialize such transfer, but the failure to execute or deliver such additional documents shall not invalidate the transfer of all trustor's property as set forth herein.

4. The purpose of this trust is to provide for the health, support, maintenance and welfare of Evelyn J. Skaggs as lifetime beneficiary during the term of the trust. The trustee shall maintain, preserve, invest, and hold the trust assets during the lifetime of Evelyn J. Skaggs and shall expend on her behalf so much of the net trust income, or trust principal, as the trustee, in the trustee's sole discretion, may determine to be reasonably necessary for her health, support, maintenance, and welfare. The trustee shall not be required to pay over or deliver any sums directly to Evelyn J. Skaggs, but may pay said sums to her or on her behalf, as the trustee shall determine in the trustee's sole discretion. The trustee may take into consideration any and all other income and assets available to Evelyn J. Skaggs. The trustee may accumulate any net trust income not so expended for or on behalf of Evelyn J. Skaggs and may add the same to the trust principal and maintain it as part of the trust assets.

5. Upon the death of Evelyn J. Skaggs the trust shall terminate and the trustee shall distribute all of the principal and accumulated income of the trust to Johnny E. Skaggs, Jr., individually. In the event that he has predeceased Evelyn J. Skaggs, then the trustee shall distribute such trust principal and accumulated income to Lillian K. Skaggs. In the event that both have predeceased Evelyn J. Skaggs, then the trustee shall distribute the trust principal and accumulated income to the heirs at law of Johnny E. Skaggs, Jr. in accordance with the Mississippi laws of descent and distribution.

Prepared By & Return To:
Taylor Buntin
P.O. Box 241
Southaven, MS 38671
(662) 393-4450

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6. The trust created herein is a private trust. The trustee and any substitute trustee shall have the continuing absolute, discretionary power to manage the trust property and the trust assets as trustee deems reasonable or proper to carry out the purpose of this trust. Such power may be exercised by the trustee, or any substitute trustee independently without prior or subsequent approval of any judicial authority, and no person dealing with the trustee, or any substitute trustee, shall be required to inquire into the propriety of any of their actions. The trustee and any substitute trustee shall have all of the rights, powers, and privileges set forth in Mississippi Code Annotated § 91-9-101 through § 91-9-119 (1972) as now enacted or hereafter amended.

7. This trust shall be irrevocable.

This the 31st day of July, 2007.

MISSISSIPPI STATEWIDE NOTARY PUBLIC
COMMISSION EXPIRES NOV 4 2007
BONDED THRU STEGALL NOTARY SERVICE

Evelyn J. Skaggs
EVELYN J. SKAGGS, Trustor

I hereby agree to accept and undertake my duties as trustee under the terms of this instrument.

Johnny E. Skaggs, Jr.
JOHNNY E. SKAGGS, JR., Trustee

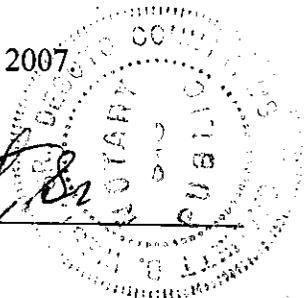
STATE OF MISSISSIPPI

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 **EVELYN J. SKAGGS**, 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 31st day of July, 2007.

Barnett B. Hart, Jr.
Notary Public



(Seal)

STATE OF MISSISSIPPI

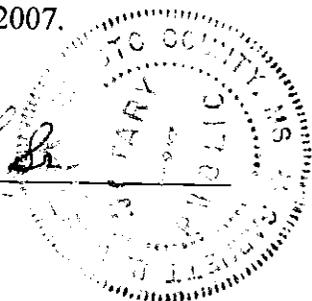
COUNTY OF DESOTO

THIS DAY PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named **JOHNNY E. SKAGGS, JR.**, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 31st day of July, 2007.

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 4, 2007
BONDED THRU STEGALL NOTARY SERVICE

Garnett B. West, Jr.
Notary Public



(Seal)