

★ ~~REMOVED~~/Return to:
Hugh H. Armistead, Attorney
6515 Goodman Road, Suite 3
Olive Branch, MS 38654
662-895-4844

ALTEPETER REVOCABLE FAMILY TRUST AGREEMENT

We, **CRAIG S. ALTEPETER** and **LYNN ELLEN MAYHUGH ALTEPETER**, of DeSoto County, Mississippi, hereby transfer to **CRAIG S. ALTEPETER** and **LYNN ELLEN ALTEPETER**, as Co-Trustees (hereinafter collectively referred to as "Trustee"), the property identified in the attached Schedule of Property. In the event that **CRAIG S. ALTEPETER** and **LYNN ELLEN ALTEPETER** are unable or unwilling to serve as Co-Trustees, the successor Trustee shall be **ROBIN TENELLE JONES**. That property, any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE I
CREATION: NAME

This instrument, as from time to time amended, may be designated the "**ALTEPETER REVOCABLE FAMILY TRUST.**"

ARTICLE III
MY FAMILY MEMBERS AND BENEFICIARIES TAKING HEREUNDER

Our child is **ROBIN TENELLE JONES**.

ARTICLE III
INCOME AND PRINCIPAL DISTRIBUTIONS FOR MY LIFETIME

3.1 Distributions Upon My Direction. During our lifetime, the Trustee shall distribute so much of the net income and principal of the trust, to us or for our benefit and to such other person or persons as we may direct.

3.2 Distributions Within Trustee's Discretion. During our lifetime, the Trustee may distribute such portions or all of the net income and principal of the trust to us, or for our benefit as the Trustee in the Trustee's sole discretion determines is necessary or advisable for our support, care, welfare, education, happiness, needs and maintenance in reasonable comfort and any needs arising from illness, accidents or other emergencies. Additionally, the Trustee shall also be authorized to expend trust funds for the purpose of making gifts to such persons and/or entities in such manner and amounts as the Trustee shall determine advisable, in order to conform to any pattern of annual gifting established and practiced by us prior to the onset of our incapacity. In making such gifts, if the applicable federal tax laws so require in order to obtain favorable income or transfer tax consequences, the Trustee shall first distribute property to be gifted to us, or to our conservator or attorney-in-fact, if necessary, who shall then in turn distribute the property to be gifted directly to its appropriate recipient.

3.3 Determination of Incapacity. We shall be conclusively deemed to be incapacitated for the purposes of this trust instrument upon the first to occur of the following:

(a) a determination by a court of competent jurisdiction holding us to be legally incapacitated to act in our own behalf or the appointment of such court of a guardian or conservator of our person or property; or

(b) a written statement that because of our disability, illness or other reason we are incapable of managing our affairs, which is signed by two practicing licensed physicians who make such determination and which is signed by **ROBIN TENELLE JONES.**

3.4 Removal of Incapacity. The incapacity determined above shall be removed upon the first to occur of the following:

(a) a determination by a court of competent jurisdiction that we are capable of managing our affairs; or

(b) the written statement of the two physicians who rendered the determination that we were incapable of managing our affairs or if either of said physicians are unavailable, such written statement of any two licensed physicians as selected by the Trustee, or the written statement of **ROBIN TENELLE JONES**.

ARTICLE IV
PAYMENT OF DEBTS, TAXES AND EXPENSES

4.1 The Trustee shall, to the extent that probate estate assets of our estate are insufficient, pay to the personal representative of our estate or directly, such sums required to pay our enforceable, matured and just debts, expenses of last illness, funeral expenses, costs of administration and claims allowed in the administration of our estate and all inheritance, transfer, estate and similar taxes (including interest and penalties) assessed or payable by reason of our death.

4.2 The Trustee shall not be required to pay any obligation in advance of its maturity. Notwithstanding the preceding directions in Section 4.1 in the event that any property or interest in property passing under this agreement, by operation of law, or otherwise by reason of our death, shall be encumbered by mortgage or lien, or shall be pledged to secure any obligation (whether the property or interest in property so encumbered or so pledged shall be owned by us

jointly or individually), such indebtedness shall not be paid by the Trustee, but rather the devisee, legatee, joint owner taking by survivorship, or beneficiary receiving such property or interest in property shall take it subject to all encumbrances existing at the time such property is distributed.

4.3 We direct that federal or state death taxes (including any interest and penalties thereon) imposed by any jurisdiction whatsoever by reason of our deaths upon or with respect to any property included in our estate for the purposes of any such taxes, or upon or with respect to any person receiving any such property, whether or not such property is included in our probate estate shall be charged against and paid by the recipient or beneficiary of such property or interest in such property or shall be paid from such property or interest in property to be apportioned as finally determined for federal estate tax purposes and the denominator of which shall be the total value of our taxable estate as finally determined for federal estate tax purposes) times the federal or state taxes payable after applying all deductions, exemptions and credits allowable in determining such tax.

ARTICLE V
DISTRIBUTION OF PERSONAL AND HOUSEHOLD
EFFECTS UPON MY DEATH

Upon our deaths, the Trustee shall distribute all of the personal and household effects owned by this trust to such person or persons as we may have, at any time, specified in a writing dated and signed by us. In the event more than one such writing shall exist, and to the extent they are inconsistent one with another, the writing dated later in time shall prevail and shall, to the extent inconsistent therewith, constitute a revocation of any prior instruction to the Trustee

with respect to such personal and household effects. The Trustee shall be fully indemnified and held harmless, out of the trust estate, in making distribution under this provision, so long as such Trustee acts in good faith upon the information contained in any such written instructions previously delivered to the Trustee or discovered among our estate planning papers at the time of our deaths (even though such document is not admitted to probate, but a probated document shall control). If no such document is found, then the Trustee shall distribute such personal and household effects to our children in equal shares per stirpes.

ARTICLE VI
TRUST DISTRIBUTIONS AFTER OUR DEATHS

Upon our deaths and after paying the expenses, debts and taxes as set forth in Article IV hereof, we direct that the Trustee distribute the remainder of this trust estate to the primary beneficiary, **ROBIN TENELLE JONES**. The death of the **ROBIN TENELLE JONES** will result in the dissolution of the **ALTEPETER REVOCABLE FAMILY TRUST**.

ARTICLE VII
ADMINISTRATIVE PROVISIONS: FIDUCIARY POWERS

- 7.1 The provisions of this Section shall apply to each trust held under this instrument:
- (a) If at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the Trustee is incapable of properly managing his or her financial affairs, then the Trustee may make those distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the Trustee for the beneficiary under a Uniform Transfer to Minors

Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the Trustee considers advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (1) the court-appointed guardian of the estate, (2) either parent, or (3) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

(b) Except as otherwise provided in this instrument, all income accrued or undistributed at the termination of any interest shall be treated as if it had accrued or been received immediately after that termination.

(c) Among the circumstances and factors to be considered by the Trustee in determining whether to make discretionary distributions of net income or principal to a beneficiary are the other income and assets known to the Trustee to be available to that beneficiary and the advisability of supplementing such income or assets.

(d) In all circumstances, despite any provision of law to the contrary, no power of appointment or power of withdrawal shall be subject to involuntary exercise.

7.2 The Trustee shall have the following powers with respect to each trust held under this instrument, exercisable in the discretion of the Trustee:

(a) To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interest (whether general, special, or limited), even though the Trustee could

not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

(b) To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

(c) To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise; provided, it is our desire that the Trustee only borrow money in extraordinary circumstances and under no condition for the purpose of entering into speculative investments;

(d) To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interest, without being limited by any statute or rule of law governing investments by trustees;

(e) To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

(f) To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all step to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

(g) To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form;

(h) To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

(i) To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or beneficiary or one of the fiduciaries or beneficiaries of the other trust or estate;

- (j) To compromise or abandon any claim or favor of or against the trust;
- (k) To lend money to the Personal Representative of either of our estates, and to purchase property from the personal representative of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;
- (l) To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, allocating to each trust and undivided interest in the commingled property;
- (m) To receive any property, real or personal, to be added to the trust, from me in any event (and, if the Trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise;
- (n) To execute instruments of any kind, including instruments containing covenants and warranties binding up on and creating a charge against the trust property and containing provisions excluding personal liability;
- (o) To perform all other acts necessary for the proper management investment, and distribution of the trust property;
- (p) To disclaim, in whole or in part, any interests in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state or local environmental law;
- (q) To receive any property, real or personal, to be added to the trust from any person in any event by lifetime or testamentary transfer or otherwise; provided, however,

that the Trustee, in its sole discretion, may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances;

(r) To take any other appropriate actions to prevent, identify, or respond to actual or threatened violations of any environmental law or regulation thereunder;

(s) To buy policies of life insurance and/or annuities on the life of or for the benefit of any trust beneficiaries. The Trustee is authorized, in the Trustee's discretion, to hold and pay for the same from the assets of the trust estate, as an investment and asset of the trust and with respect to the policies of life insurance held as part of the trust estate to have the following powers, duties and discretions:

(1) The Trustee may pay premiums, assessments or other charges with respect to such policies, together with all other charges upon such policies, as otherwise required to preserve them as binding contracts, but the Trustee shall be under no duty to do so;

(2) Any amounts received as a dividend by the Trustee with respect to any policy shall be treated as principal;

(3) Upon the receipt of proof of death of any person whose life is insured, for the benefit of any trust hereunder, or upon maturity of any policy

payable to a Trustee, prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the respective trust estate. However, any interest paid by the insurer for a period subsequent to maturity shall be considered as income;

(4) The Trustee may accept any payments due the Trustee under any settlement arrangement, made before or after the death of the insured, and may exercise any rights available to the Trustee, under such arrangement. The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies. The Trustee may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be full discharge, and the insurer is not required to see to the application of the proceeds.

7.3 The powers granted in this Article shall be in addition to those granted by applicable Mississippi law, and as amended from time to time, and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

7.4 To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

7.5 The Trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.

7.6 This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

7.7 Until the Trustee shall receive written notification of any birth, marriage, death, or other event, upon which the right to payment from this trust may depend, the Trustee shall incur no liability for disbursements or distributions made, or omitted, in good faith.

7.8 The Trustee is authorized to apportion between principal and income any item of receipts, increases, losses or expenditures, notwithstanding any rule, legal or otherwise, to the contrary.

7.9 All Trustees serving hereunder shall hereby be indemnified and held harmless from and against any claims, liabilities, penalties and costs, including attorney's fees, arising from any claim, demand, order or other action related in any way to his service as Trustee or Successor Trustee. The Trust shall not be obligated to indemnify and hold harmless the Trustee or Successor Trustee if he acts or fails to act unreasonably or if he or persons related to him unlawfully benefit from a violation of his fiduciary duty to the beneficiaries hereunder or otherwise acts in bad faith or is grossly negligent. No Trustee or Successor Trustee shall be

liable for any of its actions as Trustee, except for fraud, dishonesty, gross negligence, or willful misappropriation.

7.10 Each person, whether individual, bank or trust company serving as Trustee of this trust or any successor to such persons shall receive reasonable compensation.

7.11 In the event there shall be more than one party acting as Trustee under this Agreement, each Trustee must obtain the approval of the other Co-Trustee(s) for actions including, but not limited to, signing contracts, executing deeds, making investments, and signing checks.

7.12 The Trustee shall pay from the remaining trust principal, directly to the appropriate governmental authority or authorities or to the personal representative of the estate of the beneficiary, as the Trustee deems advisable, without seeking reimbursement, recovery or contribution from any person, the amount by which the estate, inheritance, and other death taxes (including interest and penalties, if any) payable by reason of the beneficiary's death shall be increased as a result of the inclusion of any part of this trust in the gross estate of such beneficiary for such tax purposes, as certified in writing by the personal representative of such beneficiary's estate, to be paid from the share of trust principal included for tax purposes.

ARTICLE VIII
RESIGNATION, REMOVAL AND APPOINTMENT OF TRUSTEES

8.1 After our deaths or if we shall become mentally incompetent, **ROBIN TENELLE JONES** shall serve as Trustee hereunder. Upon the death or incapacity of **ROBIN TENELLE JONES**, the Trust shall be dissolved.

ARTICLE IX
RIGHT TO AMEND, ALTER, REVOKE OR TERMINATE

9.1 We hereby reserve the right to amend, alter, revoke or terminate this trust, in whole or in part, or any provisions hereof, by an instrument in writing signed by us and delivered to the Trustee.

9.2 If this trust is revoked in its entirety, the revocation shall take effect upon the delivery of the required writing to the Trustee. On the revocation of this trust in its entirety, the Trustee shall pay or transfer to us or as we may otherwise direct in the instrument of revocation, all of the trust fund.

9.3 During such time of our incapacity as determined under Article III hereof, the foregoing power to amend, alter, revoke or terminate this trust shall not be exercisable. In the event of our incapacity, this trust shall again become fully revocable should we regain capacity.

ARTICLE X
DEFINITIONS AND MISCELLANEOUS

10.1 Whenever distribution is to be made to designated descendants on a "per stirpes" basis, the property shall be distributed to the persons and in the proportions that personal property of the named ancestor would be distributed under the laws of the State of Mississippi if

force at the time stipulated for distribution if the named ancestor had died intestate at such time, domiciled in such State, not married and survived only by such descendants.

10.2 Whenever the Trustee has discretion to pay income or principal to designated "descendants", payment may be made to or for the benefit of any descendants of the second or more remote degree even though payment is also made, or could be made, to the parent of such descendants.

10.3 The masculine, feminine, and neuter genders wherever used herein shall each be deemed to include the other as well, where the context requires.

10.4 The term "Trustee", wherever used herein, shall also include plural Trustees where more than one Trustee is serving, and shall also include any and all Co-Trustees and successor Trustees appointed pursuant to the provisions of this Agreement.

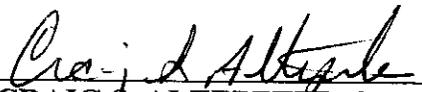
10.5 References in this instrument to "our heirs" means those persons, other than creditors, who would take any personal property under the laws of the State of Mississippi if we had died intestate at the time stipulated for distribution, not married and domiciled in such state. In determining who such persons are, it shall be assumed that all decrees of divorce rendered by a Court of record, wherever located, are valid. Distribution to such persons shall be made in the manner and in the proportion that our personal property would be distributed under the laws of the State of Mississippi if we had died intestate at the time stipulated for distribution, not married, owning the property available for distribution and no other property and domiciled in such state.

10.6 Whenever distribution is to be made to designated descendants or lineal descendants on a "per stirpes" basis, the property shall be distributed to the persons and in the proportions that personal property of the named ancestor would be distributed under the laws of State of Mississippi in force at the time stipulated for distribution if the named ancestor had died intestate at such time, domiciled in such state, not married and survived only by such descendants.

10.7 Whenever a distribution is to be made on a "per capita" basis, the property shall be distributed equally among the designated beneficiaries and shall not be by representation or per stirpes.

10.8 The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, I now sign this trust agreement on the 20 day of June, 2007.


CRAIG S. ALTEPETER, Settlor


LYNN ELLEN MAYHUGH ALTEPETER, Settlor

The trusts created by the foregoing instrument are accepted as of the day and year last above written.


ROBIN TENELLE JONES, Trustee

STATE OF TENNESSEE

COUNTY OF SHELBY

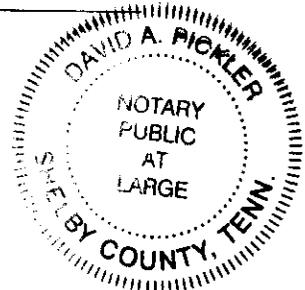
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **CRAIG S. ALTEPETER & LYNN ELLEN MAYHUGH ALTEPETER** to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office this 20 day of June, 2007.


Notary Public

My Commission Expires:

11-30-08

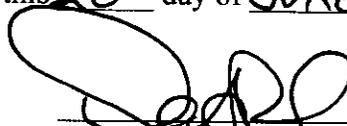


STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **ROBIN TENEELE JONES** to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 20 day of June, 2007.


Notary Public

My Commission Expires:

11-30-08

