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REVOCABLE LIVING TRUST AGREEMENT

THIS REVOCABLE LIVING TRUST AGREEMENT, (hereinafter "Trust"), is being made this 10TH day of AUGUST, 2009, by ~~and between~~ RUTH E. MERSENSKI of 5085 COHAY DR., HORN LAKE, MS. County, DESOTO, as the Trustor, and SANDRA DALEHITE AND STANLEY MERSENSKI serving as Trustees. This Trust shall be known as THE RUTH ELDRED MERSENSKI REVOCABLE TRUST, and shall be administered in accordance with the following terms:

ARTICLE I
INTRODUCTION

(A) **TRUST PURPOSE:** Any person shall deal with the Trustee without the approval of any court, the Trustor, or any beneficiary of any Trust created by this Trust, and shall assume that the Trustee has the same power and authority to act as an individual does in the management of his or her own affairs. Further, any person presented with a copy of this page and any other page of the Trust shall accept same as conclusive proof of the terms and authority granted by this Trust, and shall assume that no conflicting directions or terms are contained in the pages omitted.

(B) **TRUST ASSETS:** RUTH E. MERSENSKI as Trustor, does hereby assign, convey and deliver to the Trustee, all of the Trustor's right, title, and interest in and to all real and personal property, tangible or intangible, of any nature, in any location, which may be owned by the Trustor or later acquired by the Trustor, unless an exception to the conveyance of a particular property interest is made on Schedule A. Said property shall include, but shall not be limited to, the assets listed on Schedule A, which may be attached to this Trust. However, this general assignment shall not alter any beneficiary designation unless specifically listed on Schedule A. A voluntary conveyance by the Trustor of a Trust asset which may remain registered to the Trustor individually, shall convey any interest held by this Trust.

(C) **ABSTRACT OF TRUST:** In order to facilitate the convenient administration of the Trust, including the registration and transfer of assets to and from the Trust, the Trustee shall have the power to execute an Abstract of Trust describing any Trust matter, including but not limited to a description of the Trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person who receives an original or photocopy of said Abstract of Trust shall be held harmless from relying on same, and shall not be obligated to inquire into the terms of the Trust or maintain a copy of the Trust.

(D) **SUGGESTED TRUST REGISTRATION:** During the life of the Trustor, assets may be registered to the Trust as follows: SANRA L. DALEHITE, Trustee, or his or her successors in trust, under THE RUTH E. MERSENSKI REVOCABLE TRUST dated 10th day of August, 2009, and any amendments thereto.

Other forms of registration are permissible.

(E) **TAX IDENTIFICATION:** During the life of the Trustor, the Trust shall be identified by the Trustor's Social Security Number. Upon the death of the Trustor, the Trustee shall apply to the IRS for a tax identification number for the Trust and any other Trust created by this Trust Agreement.

* Prepared by: Sandra L. Dalehite
5085 Cohay
Horn Lake, MS 38637
cell #901-262-7292 662-393-3966

ARTICLE II
ADMINISTRATION DURING THE LIFE OF THE TRUSTOR

(A) **TRUSTEE:** The Trustee of this Trust shall be the Trustor, RUTH E. MERSENSKI. If the Trustee cannot continue to serve for any reason, the Successor Trustee shall be STANLEY MERSENSKI, and if he shall be not willing and/or able, then KELLY DALEHITE shall serve as the Successor Trustee. The powers of the Trustee and the Successor Trustee are set forth in Article VI, below.

(B) **DISPOSITION OF INCOME AND PRINCIPAL:**

(1) AT THE DIRECTION OF THE TRUSTOR

The Trustee shall manage the property of the Trust estate, collect the income, and shall pay from the income of the Trust such amounts and to such persons as the Trustor may from time to time direct. In the absence of direction, the Trustee may accumulate the net income or may disburse any portion of the net income to or for the benefit of the Trustor, RUTH E. MERSENSKI.

In addition, the Trustee shall pay from the principal of the Trust such amounts and to such persons as said Trustor may direct. In the absence of direction, the Trustee may pay from the principal of this Trust such amounts as may be necessary for the health or maintenance of the standard of living of RUTH E. MERSENSKI

(2) DURING THE INCAPACITY OF THE TRUSTOR

In the event RUTH E. MERSENSKI is incapacitated as defined by this Trust Agreement, the Successor Trustee may apply or expend all or a part of the income and principal of this Trust, or both, for the health and maintenance of RUTH E. MERSENSKI in his or her accustomed manner of living.

During any period of incapacity of the Trustor, and provided sufficient resources exist for the care of the Trustor, the Successor Trustee is authorized to make distributions to or for the benefit of any issue of the Trustor who have no other financial resources and require said distribution for their health or support. In this regard the Successor Trustee shall consider all financial resources available to a beneficiary prior to making an invasion of this Trust, including, but not limited to, the ability of said beneficiary to earn a living and the ability of said beneficiary's spouse, if any, to earn a living. In no event may a Successor Trustee participate in the exercise of this power in favor of himself.

(C) RIGHT TO ADD TO PRINCIPAL

The Trustor, RUTH E. MERSENSKI, or any other person may, at any time and from time to time add property acceptable to the Trustee to the Trust.

(D) RIGHT TO REVOKE AND AMEND

The Trustor, RUTH E. MERSENSKI, reserves the right while alive, except any period when incapacitated, at any time and from time to time, by an instrument in writing, signed, acknowledged, and delivered to the Trustee:

(1) To revoke this instrument entirely and to receive from the Trustee all property remaining after making payment or provision for payment of all expenses connected with the administration of this Trust,

(2) From time to time to alter or amend this instrument in any and every particular,

(3) From time to time to change the identity or number, or both, of the Trustee and/or Successor Trustee,

(4) From time to time to withdraw from the operation of this Trust any or all of the Trust property.

ARTICLE III
ADMINISTRATION AFTER THE DEATH OF THE TRUSTOR

(A) **TRUSTEE:** The Trustee (meaning the Successor Trustee then acting as Trustee), shall continue to administer the assets of this Trust as well as any property received by this Trust under the terms of the Trustor's will or from any other source to the extent it is included in the Trustor's gross estate for Federal Estate Tax purposes, and shall distribute said assets as provided below.

(B) **COLLECTION OF PROCEEDS:** The Trustee may take such action as is necessary to collect the proceeds of any life insurance policy, or provide for the payment of retirement plan, IRA, or other benefits payable to the Trust. If probate administration has not or will not be commenced, the Trustee shall have the power to collect tax refunds, health insurance, proceeds, refunds under any contract, death benefits, or any other item which might otherwise be payable to the deceased Trustor's estate.

(C) **DEBTS AND EXPENSES:** The Trustee may, in the Trustee's sole and absolute discretion, pay to the estate of the Trustor from the principal or income of the Trust prior to distribution to any trusts created hereunder or any other distributee, such amounts as may be needed to pay all or any part of the deceased Trustor's just debts, funeral expenses, and the administration expenses of the Trustor's estate. Alternatively, the Trustee may, but shall not be obligated to, pay such expenses directly.

(D) **DEATH TAXES:** The Trustee shall pay to the estate of the deceased Trustor or the appropriate tax authorities all estate and inheritance taxes that may become payable by reason of the Trustor's death in respect to all of the property comprising the Trustor's gross estate for death tax purposes, whether or not such property passes under this Trust, under the Trustor's will or otherwise. However, the Trustee shall have the right of contribution as provided in Sections 2207 and 2207A IRC, if it is applicable.

(E) **DISTRIBUTIONS TO THE TRUSTOR'S ESTATE:** In addition to the distributions provided for in paragraphs C and D of this Article, the Trustee may pay to the Probate Estate of the deceased Trustor as much of the income and principal of this Trust as the Trustee deems necessary for any purpose.

(F) **SPECIFIC GIFTS OF TANGIBLE PERSONAL PROPERTY:** Upon the death of the Trustor, the Trustee shall make such gifts of the tangible personal property of the Trustor held or acquired by the Trust as may be directed by the Trustor's Will, or as may be directed by a list, letter, or other writing of the Trustor permitted by the Will, or as may be directed by a list, letter or other writing designated as Schedule B of this Trust. The cost of storing, packing, shipping and insuring any tangible personal property gift prior to delivery to its intended recipient shall be paid by the Trust.

ARTICLE IV
DEATH OF THE TRUSTOR

(A) **DISTRIBUTIONS AND DISBURSEMENTS:** Upon the death of the Trustor, and after the payment of the Trustor's just debts, funeral expenses and expenses of last illness, and the disbursements listed in Article III of this Trust, the following distributions shall be made:

[state who is to receive property after termination of trust] SANDRA L. DALEHITE, STANLEY J. MERSEWSKI
I leave all the rest and remainder of the trust property to DIANE HACKETT.

(B) **DEATH OF BENEFICIARY BEFORE COMPLETE DISTRIBUTION OF TRUST ASSETS:** In the event the Beneficiary dies before a complete distribution of his Trust is made, then their share shall go to: [state names, i.e. children of deceased beneficiary, or residuary person] PER STIRPES

(C) **PERPETUITIES CLAUSE:** Notwithstanding any provision ofthis Trust to the contrary, all Trusts shall vest in their then beneficiary twenty-one years after the death of the last of the issue of the Trustor who was alive when the Trustor died.

ARTICLE V
INCAPACITY, REHABILITATION, AND GUARDIANSHIP

Throughout this Trust Agreement, where there have been references to "incapacity" and "rehabilitation", those two terms shall have the following meanings:

(A) "INCAPACITATED"

If SANDRA L. DALEHITE OR STANLEY J. MERSENSKI, as a Trustee or a beneficiary, is under a legal disability or by reason of illness, or mental or physical disability is, in the written opinion of two doctors currently practicing medicine, unable to properly manage his or her affairs, she shall be deemed incapacitated for the purposes of this Trust Agreement.

(B) "REHABILITATION"

SANDRA L. DALEHITE OR STANLEY J. MERSENSKI, as a Trustee or as a beneficiary, once deemed incapacitated under Paragraph (A) of this Article, shall be deemed rehabilitated when she is no longer under a legal disability or when, in the written opinion of two doctors currently practicing medicine, she is able to properly manage his or her affairs. Upon rehabilitation, she shall resume the duties and powers she had prior to incapacity and his or her successors shall relinquish all powers and be relieved of all duties.

(C) "GUARDIANSHIP"

In the event the Trustor is adjudicated incompetent by any court having jurisdiction, pursuant to MISSISSIPPI Statutes or similar provisions of the laws of any other state having jurisdiction, the Trustor does hereby nominate the same person(s) in name and order of succession who serve as Trustee as provided in Article 11(A) as Guardian of the property of the incompetent Trustor, and the same person(s) in name and order of succession as provided in Article IX(B) as Guardian of the person of the incompetent Trustor. The Trustor further directs that the Court honor Article 1(B) of the Trust by permitting the completion of the conveyance to the Trustee of any assets which remain registered to the Trustor.

ARTICLE VI
PROVISIONS REGARDING THE TRUSTEE

The following general provisions apply to the Trustee and any Successor Trustee of any Trust which is created by this Trust Agreement:

(A) **GENERAL PROVISIONS:** (1) TRUSTEE'S POWER: It is the intention of the Trustor to grant to the Trustee the power to deal with all of the Trust property as freely as the Trustor could do individually, and the only requirement that the Trustor places upon the Trustee is that the Trustee act as a fiduciary in good faith. The Trustee shall have all the powers and protection granted to Trustees by statute at the time of application, including all of the

powers enumerated below or contained in any Certificate of Trust signed by the Trustor; and the Trustor intends that such powers be construed in the broadest possible manner.

Notwithstanding the foregoing, the Trustee shall not hold or exercise any power or any discretion granted by Article VII which creates unexpected or adverse tax consequences to the Trustor's estate, any Trust created by this agreement, or any beneficiary, or which causes taxation to the Trustee or his or her estate by virtue of the existence of the power. The Trustee's powers are ministerial in nature and are not intended to create or alter substantive rights. The limitations of this paragraph shall not affect the rights of any third person who deals with the Trustee.

(B) **SPECIFIC POWERS OF THE TRUSTEE:**

(1) **RETAIN TRUST ESTATE**: To retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property later transferred, devised or bequeathed to the Trustee for such time as the Trustee shall deem advisable although such property may not be of the character prescribed by law or by the terms of this agreement for the investment of Trust assets and although it represents a large percentage of all of any Trust; said original property may accordingly be held as a permanent investment.

(2) **HOLD UNINVESTED CASH AND UNDERPRODUCTIVE PROPERTY:** For any periods deemed advisable, to hold cash, uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold underproductive realty or personalty.

(3) **INVEST AND ACQUIRE:** To invest and reinvest Trust assets in any type of property or security or any interests in such property (including cotenancies and remainders) without regard to the proportion that investments of the type selected may bear to the entire Trust estate, without limitation to the classes of trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises, and to write options against long positions. The property acquired may be realty or personalty and may include life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, investment trusts, common trust funds, voting trust certificates, limited partnership interests, U.S. Treasury obligations redeemable at par in payment of Federal Estate Tax, and any class of stock or rights to subscribe for stock, regardless of whether the yield rate is high or low or whether or not the new asset produces any income at all. It is intended that the Trustee shall have the authority to act in any manner deemed in the best interests of the Trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.

(4) **OPTIONS, WARRANTS, PUTS, CALLS, COMMODITY AND MARGIN ACCOUNTS:** The Trustee is specifically authorized, in his or her discretion, to buy, sell or transfer options, warrants, puts, calls, commodities, futures contracts, repurchase contracts, and to maintain brokerage margin accounts.

(5) **EXERCISE OPTIONS AND CONVERSION PRIVILEGES:** To exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as Trust assets.

(6) **RECEIVE ADDITIONAL PROPERTY:** To receive additional property from any source, including the Personal Representative of a Trustor's estate and the Trustee or beneficiary of any other trust, by whomsoever created, and to hold and administer this property as part of the Trust Estate.

(7) **SELL AND LEASE:** To sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any Trust asset on any terms deemed advisable, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper.

(8) **INSURANCE:** To carry any insurance deemed advisable with any insurer against any hazards, including public liability, and to use insurance proceeds to repair or replace the asset insured. In addition, the Trustee

may carry or purchase life insurance on the life of any Trust beneficiary, and exercise or release any rights in such policy.

(9) **LEND:** On any terms deemed advisable, to lend Trust funds to any borrower, including the personal Representative of a Trustor's estate and the Trustee or beneficiary of any trust, by whomsoever created, and to change the terms of these loans. This authorization includes the power to extend them beyond maturity with or without renewal and without regard to the existence or value of any security, and to facilitate payment, to change the interest rate, and to consent to the modification of any guarantee.

(10) **BORROW:** To borrow whatever money the Trustee deems desirable for any Trust on any terms from any lender, including the personal Representative a Trustor's estate, and the Trustee or beneficiary of any other trust, by whomsoever created, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust.

(11) **TERM OR DURATION OF OBLIGATION:** Incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to any Trust, upon any terms and for any period, including a period beyond the duration or the termination of any or all Trusts.

(12) **COMPROMISE OR ABANDONMENT OF CLAIMS:** Upon whatever terms the Trustee deems advisable, to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any Trust, to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting; to refrain from paying taxes, assessments, or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

(13) **DISTRIBUTION IN CASH OR IN PROPERTY:** To distribute any shares in cash or in property, or partly in each, and the Trustee's valuations of and selection of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries.

(14) **USE OF NOMINEE:** To hold any or all of the Trust assets, real or personal, in the Trustee's own name, or in the single name of any Co-Trustee, or in the name of any corporation, partnership, or other person as the Trustee's nominee for holding the assets, with or without disclosing the fiduciary relationship. A corporate Trustee shall have the power to appoint a Trustee to administer property in any jurisdiction in which it shall fail to qualify.

(15) **BID ON OR TAKE OVER WITHOUT FORECLOSURE:** To foreclose any mortgage, to bid on the mortgaged property at the foreclosure sale or acquire it from the mortgagor without foreclosure, and to retain it or dispose of it upon any terms deemed advisable.

(16) **PAY OFF ENCUMBRANCES:** To pay off any encumbrance on any Trust asset and to invest additional amounts to preserve it or to increase its productivity.

(17) **VOTE STOCK:** To vote stock for any purpose in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to a trust in any capacity permitted by law, including service as officer or director.

(18) **PARTICIPATE IN REORGANIZATION:** To unite with other owners of property similar to any held in Trust in carrying out foreclosure, lease, sale, incorporation, dissolution, liquidation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest, to serve as a member of any protective committee, to deposit Trust securities in accordance with any plan agreed upon; to pay any assessments, expenses, or other sums deemed expedient for the protection or furtherance of the interests of the beneficiaries; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investments without this provision.

(19) **PURCHASE PROPERTY FROM ESTATE OR TRUST:** To purchase property, real or personal, from a Trustor's or a beneficiary's estate or trust for their benefit upon such terms and conditions, price and terms of payment as the Trustee and the respective personal Representative or Trustee shall agree upon, to hold the property so purchased in Trust although it may not qualify as an authorized Trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable.

(20) **EMPLOYMENT OF ASSISTANTS AND AGENTS:** To any extent reasonably necessary, to employ attorneys-at-law, accountants, financial planners, brokers, investment advisors, realtors, managers for businesses or farms, technical consultants, attorneys-in-fact, agents and any other consultants and assistants the Trustee deems advisable for the proper administration of any Trust.

(21) **ESTABLISHMENT AND MAINTENANCE OF RESERVES:** Out of the rents, profits, or other gross income received, to set aside and maintain reserves to the extent deemed advisable to meet present or future expenses, including taxes, assessments, insurance premiums, debt amortization, repairs, improvements, depreciation, obsolescence, general maintenance and reasonable compensation for services, including services of professional and other employees, as well as to provide for the effects of fluctuations in gross income and to equal or apportion payments for the benefit of beneficiaries entitled to receive income.

(22) **MANAGE REALTY:** To deal with real and personalty, including oil, gas, and mineral rights in any manner lawful to an owner. This authority includes the rights to manage, protect, and improve it, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire it, release or grant easements or other rights relating to it, to dedicate parks and thoroughfares, to subdivide it, to vacate any subdivision or any part thereof and re-subdivide it from time to time, to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the duration or termination of any Trusts.

(23) **CARRY ON BUSINESS:** With respect to any business that may be or become a part of any Trust whether organized as a sole proprietorship, limited partnership, partnership or corporation, upon such terms, for such time, and in such manner as the Trustee deems advisable:

a. To hold, retain and continue to operate such business solely at the risk of the Trust estate and without liability on the Trustee's part for any resulting losses;

b. To incorporate, dissolve, liquidate, or sell such business at such time and upon such terms as the Trustee deems advisable. In this regard the Trustee's decision may be based upon qualified appraisal, and the Trustee shall not be obligated to seek other offers in contracting for sale to any person including another shareholder, trust, or beneficiary;

c. To borrow money for business purposes and to mortgage, pledge or otherwise encumber the assets of any Trust to secure the loan;

d. To engage in the redemption of stock and take such actions as are necessary to qualify the redemption under Sections 302 or 303 IRC and the applicable requirements of state law.

e. To create a special lien for the payment of deferred death taxes under 6324 IRC, or similar provisions of state law.

f. To create, continue, or terminate an S-Corporation election.

(C) **DEALINGS WITH THE TRUSTEE:** Any person who deals in good faith with the Trustee shall deal only with the Trustee and shall presume that the Trustee has full power and authority to act. No person shall require court confirmation or the approval of a beneficiary for any transaction with the Trustee. The signature of the Trustee shall bind the interest of any Trust beneficiary, including the Trustor, and no person need see the application of any property delivered to the Trustee.

(D) **COMPENSATION OF TRUSTEE**: Any Trustee who is also a beneficiary hereunder shall serve without compensation for his or her services except that the Trustee shall be reimbursed for reasonable expenses incurred in the administration of the Trust. Any Trustee not a beneficiary hereunder shall receive as compensation for its services, unless waived, such amount of compensation as is customarily being charged by commercial trust companies for services as a trustee of an inter vivos trust in the State of Mississippi.

(E) **BOND AND QUALIFICATIONS:** No bond shall be required of the Trustee or any Successor Trustee. The Trustee and any Successor Trustee shall not be required to qualify in any court and are relieved of the filing of any document and accounting in any court.

(F) **SUCCESSOR TRUSTEE(S):** No Successor Trustee shall be responsible for acts of any prior Trustee. In the event a Trustee of any Trust is unable to serve or continued to serve as Trustee for any reason and no successor has been provided, the Successor Trustee shall be elected in writing by any of the persons who have previously served as Trustee, with preference in the making of such appointment being determined in the same order of their succession as Trustee. If no appointment exists, the Successor Trustee shall be elected in writing by the majority in interest in the income of the Trust. No person shall be required to apply to any court in any jurisdiction for confirmation of said appointment. Any Successor Trustee so elected shall either be an issue of the Trustor or shall be a corporate Trustee qualified to exercise Trust powers.

(G) **REMOVAL OF SUCCESSOR TRUSTEES:** In the event a Successor Trustee is administering any Trust created hereunder, the Successor Trustee may be removed by the last individual to serve as Trustee; however, if that person is deceased or incapacitated, the Successor Trustee may be removed by a majority vote in interest in Trust income. Said removal must be in writing, stating the reasons for removal and indicate the successor Trustee, which must be a corporate trustee.

Removal of a Successor Trustee shall be permitted only for the convenient administration of the Trust. For example, a Successor Trustee may be removed in order to transfer administration to the place of residence of a primary beneficiary, or because of mismanagement of Trust funds, or because of excessive fees, or because of lack of attention to Trust matters, or other such reason. Removal shall not be permitted for the purpose of influencing the exercise of discretion of a Successor Trustee which is granted by this instrument. For example, removal of a Successor Trustee that refuses to make a discretionary invasion of principal shall not be allowed.

Removal of a Successor Trustee shall be effective upon delivery of the notice of removal and the removed Trustee shall have a reasonable period of time to transfer assets to its successor. In the event the successor Trustee believes that its removal is improper, it may, but shall not be required to, apply to a court of competent jurisdiction, at its expense, for a declaration of the propriety of the removal. In that event, the removal shall be effective only upon the order of said court and after any appeal. In the event the Successor Trustee prevails it shall be entitled to reimbursement from the Trust for its reasonable costs and attorneys fees.

(H) **DELEGATION:** Any Trustee may delegate any management function of any Trust to any other Successor Trustee (even though the Successor Trustee is not then serving as Trustee) upon such terms as may be agreed by the Trustees. In the event more than one Trustee is serving, Trust assets may be held in the name of one Trustee.

(I) **LIMITED POWER TO AMEND:** The Trustee may amend this Trust to create or renounce management powers as may be required to facilitate the convenient administration of this Trust, deal with the unexpected or the unforeseen, or avoid unintended or adverse tax consequences. The amendment shall be in writing and shall be

consented to by the Trustor, if not then deceased or incapacitated, or the beneficiaries of any Trust. The amendment may be retroactive. This limited power may only be exercised to provide for the convenient administration of any Trust; and shall not affect the rights of any beneficiary to enjoy Trust income or principal without his consent, shall not alter the dispositive provisions of any Trust, and shall not be exercisable in such a manner as to create gift, estate, or income taxation to the Trustee or any beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with the Trustee without their consent.

ARTICLE VII
ADMINISTRATIVE PROVISIONS

(A) **CARRYING SEVERAL TRUSTS AS ONE ESTATE:** To the extent that division of any Trust is directed, the Trustee may administer any Trust physically undivided until actual division becomes necessary. Further, the Trustee may add the assets of the Trust for any beneficiary to any other trust for such beneficiary having substantially the same provisions for the disposition of trust income and principal, whether or not such trust is created by this agreement. The Trustee may commingle the assets of several trusts for the same beneficiary, whether or not created by this agreement, and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several trusts as a single estate shall not defer the vesting of any whole or fractional share of a trust for its beneficiary at the times specified.

(B) **ALLOCATION TO PRINCIPAL AND INCOME:** All receipts of money or property paid or delivered to the Trustee and all expenses may be allocated to principal or income in accordance with the laws of the State of Mississippi or any other state in which a Trust is being administered. However, the Trustee, in a reasonable and equitable manner, shall have the discretion to allocate, in whole or in part:

1. Administration expenses to income or principal.

2. Trustee's fees to income or principal.

3. To income, any expense of the administration of the Trust or its assets which is deductible for Federal Income Tax purposes.

4. To income, the gains or losses from option trading, and capital gains distributions from utility shares, on mutual funds, or tax managed funds; and

5. To income or principal, distributions from qualified or non-qualified pension plans, profit sharing plans, IRA accounts or deferred compensation arrangements.

(C) **PROHIBITION OF ALIENATION:** No income or principal beneficiary of any Trust (except the Trustor) shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way. No interest in any Trust shall, in any manner, be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

(D) **SMALL TRUST TERMINATION:** If, at any time, any Trust shall be in the aggregate principal value of Ten Thousand Dollars ($10,000.00) or less, the Trustee may, in his or her sole discretion, terminate such Trust and distribute the assets to the beneficiary, or beneficiaries, the share of each being in the same proportion as he or she is a beneficiary under the terms of the Trust.

(E) **DISCLAIMER:** Any beneficiary of any Trust shall have the right to disclaim his or her interest in said Trust. Said disclaimer may be effected in compliance with the requirements of the laws of any jurisdiction in which any Trust may be administered. Alternatively, the Trustee may act upon any written disclaimer of any interest, in whole

or in part, in any Trust. In the event any beneficiary is incapacitated, the Trustee may accept the disclaimer of a legal or natural guardian of said beneficiary; and if no such guardian exists, the Trustee of any Trust, acting on behalf of the beneficiary, shall have the power to disclaim all or apart of the property passing to said Trust.

(F) **ELECTIONS:** The Trustee and the Personal Representative of the Trustor's estate will have various options in the exercise of discretionary powers, some of which being limited only by the requirement that the Trustee and the Personal Representative act in good faith and within the bounds of their fiduciary duty. Specifically, the Trustee or Personal Representative may make certain elections for Federal Income Tax and Estate Tax purposes which may affect the administration of Trust income or principal. The Trustee or Personal Representative may exercise any such discretion without incurring liability to any beneficiary, nor shall any beneficiary have the right to demand a reallocation or redistribution of Trust income or principal as a result of the proper action of the Trustee or Personal Representative.

(G) **CERTAIN DISTRIBUTIONS:** The Trustee shall have the following options with regard to the distribution of principal or income to or for a beneficiary:

1. Directly to the beneficiary such amounts as the Trustee may deem advisable as an allowance;

2. To the Guardian of the person or of the property of the beneficiary.

3. To a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary, which agreement may include a custodianship under the Uniform Transfers (or Gift) to Minors Act of any state.

4. By expending such income or principal directly for the beneficiary. After making adistribution as provided above, the Trustee shall have no further obligation regarding the distribution.

(H) **USE OF RESIDENCE:** The Trustee may purchase or hold a residence to be occupied by the income beneficiary of any Trust (and/or his or her family) without rent, and the expense of maintaining the residence may be borne by the Trust, the beneficiary, or partly by each, as the Trustee may deem proper.

(I) **DESIGNATION OF BENEFICIARY:** The Trustee shall act upon any written designation of a beneficiary by a Trustor for qualified plan or IRA benefits made payable to this Trust by distributing the right to receive such benefits to the designated beneficiary. If no such designation exists the Trustor gives the Trustee the power, on behalf of the Trustor, to distribute the right to receive such benefits as a part of the share otherwise to be distributed to any beneficiary, and such person shall be the Trustor's designated beneficiary. It is intended that the operation of this paragraph qualify under the requirements of 401(a) (9) and 408(a) (6) IRC and it shall be interpreted in all regards in accordance with this intent.

(J) **INVESTMENT ADVISOR:** The Trustor or any person then having the power to remove and replace a corporate Trustee shall have the right to appoint an investment advisor who is duly registered with the Securities Exchange Commission. Such appointment shall be in writing effective upon delivery to the corporate Trustee. Upon receiving such appointment the corporate Trustee shall follow such investment directions regarding such Trust assets the investment discretion as to which has been delegated to the investment advisor. During such time as an investment advisor is acting, the corporate Trustee shall have absolutely no liability for investment decisions which have been delegated to the investment advisor. Such appointment shall not cause the reduction of the fees charged by the corporate Trustee, nor shall it create any new liabilities of the corporate Trustee without its consent. The corporate Trustee may enter into such written agreements with the investment advisor or the person appointing the investment advisor as may be appropriate to carry out the intent of this paragraph.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

(A) **SURVIVORSHIP**

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

(B) _____ **LAW**

This Agreement shall be construed and regulated in all respects by the laws of the State of Mississippi. In the event any Trust or asset is being administered in another state, this Trust may be regulated by the laws of such state if required to avoid excessive administrative expense, or to uphold the validity of any of the terms of this Trust.

(C) **TRUSTEE AND TRUST**

The term "Trustee" refers to the single, multiple and Successor Trustee, who at any time may be appointed and acting in a fiduciary capacity under the terms of this agreement. Where appropriate, the term "Trust" refers to any trust created by this agreement.

(D) **GENDER- SINGULAR AND PLURAL**

Where appropriate, words of the masculine gender include the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine. Where appropriate, words used in the plural or collective sense include the singular and vice-versa.

(E) **IRC**

The term "IRC" refers to the Internal Revenue Code and its valid regulations.

(F) **SERVE OR CONTINUE TO SERVE**

A person cannot "serve or continue to serve" in a particular capacity if they are incapacitated, deceased, have resigned, or are removed by a court of competent jurisdiction.

(G) **ISSUE**

The term "issue", unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted indefinitely. Such term shall specifically exclude individuals adopted out of the family of the Trustor or out of the family of a descendant of the Trustor. The word "living" shall include unborn persons in the period of gestation.

(H) **NOTICE**

No person shall have notice of any event or document until receipt of written notice. Absent written notice to the contrary, all persons shall rely upon the information in their possession, no matter how old, without re-certification, verification, or further inquiry.

(I) MERGER

The doctrine of merger shall not apply to any interests under any Trust.

(J) REPRESENTATION

In any Trust matter a beneficiary whose interest is subject to a condition (such as survivorship) shall represent the interests in the Trust of those who would take in default of said condition. The members of a class shall represent the interests of those who may join the class in the future (e.g. living issue representing unborn issue). The legal natural guardian of a person under a legal disability shall represent the interests of the disabled person.

ARTICLE IX
POWER OF ATTORNEY

By virtue of the signing of this Trust below, the Trustor makes the following appointments of Attorneys-in-Fact:

(A) **FOR FINANCIAL MATTERS:** The Trustor appoints SANDRA L. DALEHITE as Attorney-in-Fact for the Trustor for the purpose of signing any state or federal income or gift tax return on behalf of the Trustor, collecting and endorsing to the Trust any tax refund, making claims against any insurance policy, providing for the collection and payment to the Trust of any amount due on account of Social Security, Medicare, salary or other compensation, disability payments, contract, employee benefit program, IRA account or any other benefits payable to the Trustor. In the event that SANDRA DALEHITE, is unable or unwilling to so serve, then STANLEY MERSENSKI shall serve in such capacity.

(B) **FOR CARE OF THE TRUSTOR:** The Trustor first appoints SANDRA DALEHITE and STANLEY MERSENSKI, jointly if then alive and competent, and then either of them individually, if then alive and competent if the other of them has pre-deceased Trustor or is incompetent, as Attorney-in-Fact to make any and all decisions regarding the personal care of the Trustor during any period when the Trustor may be incapacitated.

(C) **DURABILITY:** In the hands of a qualified holder, the appointments above, shall create a durable family power of attorney. This durable family power of attorney shall not be affected by the disability of the Trustor except as provided by statute; and the powers in the hands of a qualified holder may not be delegated.

IN WITNESS WHEREOF, on this the 10TH day of AUGUST, 2009, RUTH E. MERSENSKI has signed this instrument as Trustor, and SANDRA L. DALEHITE has signed this Instrument as Trustee, to evidence acceptance of the Trust Agreement.

Ruth E. Mersenski
TRUSTOR

Sandra L. Dalehite
TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

RUTH MERSENSKI AND SANDRA DALEHITE, Trustor and Trustee, being first duly sworn, does hereby declare to the undersigned officer/notary public that the Trustor signed the instrument as the Trustor's Revocable Trust Agreement, that the Trustee accepted this instrument as such, that the Trustor and Trustee signed the Trust Agreement as their voluntary act and deed on the date and year shown therein.

Ruth E. Mersenski
TRUSTOR

Sandra L. Dalehite
TRUSTEE

SUBSCRIBED and sworn before me by Ruth E. Mersenski Sandra L. Dalehite, the Trustor and Trustee, on this the 11th day of August, 2009.

Rachel Nilsen
NOTARY PUBLIC

STATE OF MISSISSIPPI
RACHEL NILSEN
NOTARY PUBLIC
ID No 77006
Comm Expires
March 14, 2013
DESOTO COUNTY

My commission expires:

March 14, 2013

THE RUTH E. MERSENSKI REVOCABLE TRUST

Schedule A

The sum of $ ANY REMAINING) in cash. TO SANDRA L. DALEHITE

TOGETHER WITH: SEE ATTACHMENT

INSTRUCTIONS FOR MAKING LIST OF TANGIBLE PERSONAL PROPERTY

You are permitted to give your tangible personal property to the persons indicated in a written statement that is separate from your Living Trust if the statement is referred to in your Living Trust. Your Living Trust refers to a separate written statement and you may dispose of your tangible personal property in this manner if you so desire. Please read and follow the instructions below if you wish to prepare a separate written statement disposing of your tangible personal property.

1. Tangible personal property that may be disposed of in a separate written statement includes personal effects, furniture, family heirlooms, jewelry and other articles of adornment, paintings and other works of art, antiques, sporting gear, books, collections, automobiles and similar items.

2. Certain types of tangible personal property cannot be disposed of in a separate written statement. Items such as money, notes and other statements of indebtedness, documents of title, stocks, bonds, and other securities, and property used in a trade or business may not be disposed in this manner and should not be included in your separate written statement.

3. Tangible personal property that is already specifically disposed of in your Living Trust should not be included in the separate written statement. Real estate cannot be disposed of in a separate written statement and should not be included in your statement. Tangible personal property that is already specifically disposed of in your Living Trust should not be included in the separate written statement Real estate cannot be disposed of in a separate written statement and should not be included in your statement.

4. Your separate written statement should clearly identify each item of property that is being disposed of in the statement The name, address, and relationship to you of the person whom you wish to receive each item of property should be listed next to the description of the property. The following is an example of how the property and the persons to receive the property should be listed on the separate written statement:

Item of Tangible Personal Property	Name and Address of Person to Receive the Property

SEE ATTACHMENTS

5. To be valid, the separate written statement must either be in your handwriting or be signed by you. Attached to your Living Trust is a blank statement that you may use as your separate written statement if you so desire. Whether you use the attached statement or one of your own, you should sign and date each page of the separate written statement.

6. You may change or make additions to the separate written statement as often as you wish without consulting your attorney. Whenever a change is made, the date of the change should be noted on the statement and if the change is not in your handwriting you should sign your name near the change. If the statement becomes cluttered or difficult to read, a new statement should be made following these instructions and the old statement should be destroyed.

7. The separate written statement should be kept in a safe place. It should also be kept where it can be easily found in your absence. It may be kept with your Living Trust if you so desire. You should review the statement periodically and keep it up to date.

SCHEDULE B
SEPARATE WRITTEN STATEMENT DISPOSING OF
TANGIBLE PERSONAL PROPERTY OF
RUTH E. MERSENSKI

My Living Trust, executed on the 10TH day of AUGUST, 2009, refers to a written statement separate from my Living Trust that provides for the disposition of my nonbusiness tangible personal property. I hereby make the separate written statement referred to in my Living Trust and dispose of my tangible personal property in the following manner:

Item of Tangible Personal Property	Name and Address of Person to Receive the Property
(1) HOME AT 5085 COHAY DR. HORN LAKE, MS 38637	SANDRA L. DALEHITE 5085 COHAY DR. HORN LAKE, MS 38637
(2) ALL CONTENTS IN HOME	
(3) PERSONAL EFFECTS	
(4) JEWELRY	

1/2 REMAINING FEDEX STOCKS
1/2 VARIABLE ANNUITY WITH BANCORP SOUTH TO: STANLEY J. MERSENSKI 1646 ROYAL OAKS CT., SOUTH LAKE, TX 76092
1/2 REMAINING FEDEX STOKS, 1/2 VARIABLE ANNUITY THROUGH BANCORP SOUTH TO: DIANE HACKETT C/O STANLEY MERSENSKI 1646 ROYAL OAKS CT. SOUTH LAKE, TX 76092

Signed: Ruth E. Mersenski Date: 08/10/09