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THE NELLIE MAE RIKARD RESIDENCE TRUST

September 29, 2011

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The Nellie Mae Rikard Residence Trust

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The Nellie Mae Rikard Residence Trust

Article One

Establishing the Trust

The date of this Irrevocable Trust Agreement is September 29, 2011. The parties to the agreement are Nellie Mae Rikard (the "Trustmaker") and Betsy Nichols and Samuel P. Rikard (collectively, my "Trustee").

I intend that this agreement create a valid trust under the laws of Mississippi and under the laws of any state in which any trust created under this agreement is administered. The terms of this trust agreement prevail over any provision of Mississippi law, except those provisions that are mandatory and may not be waived.

I may not serve as Trustee of any trust created under this agreement at any time.

Section 1.01 Identifying My Trust

My trust may be referred to as "Betsy Nichols and Samuel P. Rikard, Trustees of the Nellie Mae Rikard Irrevocable Residence Trust dated September 29, 2011."

For the purpose of transferring property to my trust, or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust will be effective if it reasonably identifies my trust. Any description that contains the date of my trust, the name of at least one initial or successor Trustee and an indication that my Trustee is holding the trust property in a fiduciary capacity will be sufficient to reasonably identify my trust.

Section 1.02 Reliance by Third Parties

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust in lieu of providing a copy of this agreement. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application of funds or other property received by my Trustee. The receipt from my Trustee for any money or property paid, transferred or delivered to my Trustee will be a sufficient discharge to the person or persons paying, transferring or delivering the money or property from all liability in connection with its application. A written statement by my Trustee is conclusive evidence of my

Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by my Trustee asserting my Trustee's authority or seeking to effectuate a transfer of property to or from the trust.

Section 1.03 An Irrevocable Trust

This Trust is irrevocable, and I cannot alter, amend, revoke, or terminate it in any way.

Section 1.04 Transfers to the Trust

I transfer to my Trustee the property listed in Schedule A, attached to this agreement, to be held on the terms and conditions set forth in this instrument. I retain no right, title or interest in the income or principal of this trust or any other incident of ownership in any trust property.

By execution of this agreement, my Trustee accepts and agrees to hold the trust property described on Schedule A. All property transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer and dispose of all trust property accepted by my Trustee for the benefit of my beneficiaries in accordance with the terms of this agreement.

Section 1.05 Reservation of Testamentary Limited Power of Appointment

I may appoint any property contributed to this trust to any one or more of my descendants, their spouses and charities qualified under Section 2055 of the Internal Revenue Code in equal or unequal proportions and on any terms or conditions as I may designate. I may exercise this power by valid will or valid living revocable trust, and the power will be effective immediately after my death. I may not exercise this power for the purpose of discharging my legal obligations or otherwise for my pecuniary benefit.

I may suspend or irrevocably release this power of appointment in whole or in part. I may not exercise this power to appoint any interest in this trust to myself, my estate, my creditors, or the creditors of my estate. I may not exercise this power of appointment to create another power of appointment that, under any applicable law, can be validly exercised in a way that would postpone the vesting of any estate or interest in the property subject to the power, for a period ascertainable without reference to the first power of appointment. And I may not exercise the power reserved in this section to suspend the absolute ownership or any power of alienation over the property subject to this power for a period ascertainable without regard to the date of creation of the first power.

By limiting the power as provided in this section, I intend that this power be a limited power of appointment and not a general power of appointment as defined by Sections 2041 or 2514 of the Internal Revenue Code.

Section 1.06 Statement of My Intent

I am creating this trust with the intent that assets transferred to the trust be held for the benefit of my trust beneficiaries on the terms and conditions set forth in this agreement. In order to maximize the benefit to my trust beneficiaries, I give my Trustee broad discretion with respect to the management, distribution and investment of assets in my trust. My specific objectives in creating this trust include, but are not limited to, having:

> Any contributions made to this trust be treated as incomplete gifts for gift tax purposes to the extent I have not fully relinquished dominion and control over the property contributed to the trust. But because I do not have the ability to demand or vest any trust assets in myself or my estate, I intend that that the trust and all trust property be protected from attachment by my creditors. I may suspend, further limit, or irrevocably release this power of appointment in whole or in part at any time;

The assets of the trust estate be excluded for federal estate tax purposes from the gross estates of my trust beneficiaries except to the extent I have explicitly granted a general power of appointment to a trust beneficiary; and

The assets in this trust not be subject to the claims of my creditors and any beneficiary's creditors.

All provisions of this agreement are to be construed so as to accomplish these objectives. Any beneficiary has the right at any time to release, renounce or disclaim any right, power or interest that might be construed or deemed to defeat these objectives.

Section 1.07 Grantor Trust Provisions

I intend that this trust be a grantor trust for federal income tax purposes for those periods of time during which I or any other person holds one or more of the powers described in Sections 671-679 of the Internal Revenue Code, the effect of which is that I will be taxed on the income of the trust. To carry out this intent, the following provisions apply in the administration of the trust.

(a) Power of Substitution

During my lifetime, I reserve the right to reacquire any trust property by substituting other property of equivalent value. However, I may not exercise this power with respect to any insurance policy on my life.

My Trustee has a fiduciary duty to determine whether the assets acquired and substituted by me are in fact of equivalent value. If my Trustee determines that the exercise of this power does not satisfy the terms of this agreement because the acquired assets and substituted assets are not of equivalent value, then my Trustee shall obtain additional assets from me as necessary to overcome any shortfall.

I may not exercise this power in any manner that shifts benefits among the beneficiaries. In consideration of this limitation, during any time I hold this power of substitution:

No provision in this agreement is to be construed in any manner that limits my Trustee's power to reinvest trust corpus for the benefit of the beneficiaries, and

My Trustee has a fiduciary duty to act impartially toward all trust beneficiaries.

I may at any time, by written notice to my Trustee, release and relinquish this right.

(b) Nonfiduciary Capacity

The powers described in this Section are exercisable solely in a nonfiduciary capacity without approval or consent of any person acting in a fiduciary capacity. No claim for breach of fiduciary duty may be imposed upon any other party as a result of the exercise or nonexercise of the powers granted under this Section.

Article Two

My Beneficiaries

I have two children. They are:

Betsy Nichols

Samuel P. Rikard

All references in this agreement to "my children" are references to these children.

References in this agreement to "my descendants" refers to my children and their descendants.

The "lifetime beneficiaries" of my trust are my children.

Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving notice to me. If I am incapacitated or deceased, a resigning Trustee shall give notice to the Income Beneficiaries of the trust and to any other then-serving Trustee.

Section 3.02 Trustee Succession

This Section governs the removal and replacement of the Trustees.

(a) Appointment of Successor Trustees

If either of my initial Trustees ceases or fails to serve, I direct that the remaining trustee continue to serve alone. If both of my named children in section 2 are unable or unwilling to serve, then the remaining beneficiaries named in this trust shall appoint a successor trustee.

(b) Removal by Beneficiaries

A Trustee may be removed, with or without cause, by a majority decision of all of the trust beneficiaries.

A Trustee may be removed under this subsection only if, on or before the effective date of removal, the person or persons having the right of removal appoint that simultaneously commences service as Trustee. The Trustee so appointed may not be related or subordinate to the person or persons having the right of removal within the meaning of Section 672(c) of the Internal Revenue Code.

The right to remove a Trustee under this subsection is not intended to grant to the person holding that right any of the powers of that Trustee.

If a beneficiary is a minor or is incapacitated, the parent or Legal Representative of the beneficiary, other than me, may act on behalf of the beneficiary.

(c) Default of Designation

If the office of Trustee of a trust created under this agreement is vacant and no designated Trustee is able and willing to act, the Primary Beneficiary may appoint an individual or corporate fiduciary to serve as successor Trustee. In the case of a minor or incapacitated beneficiary, the beneficiary's parent or Legal Representative, other than me, may act on behalf of the beneficiary.

Any beneficiary or the beneficiary's Legal Representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making the appointment, the court does not thereby acquire any jurisdiction over the trust, except to the extent necessary for making the appointment.

I may not serve as Trustee of any trust created under this agreement at any time.

Section 3.03 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed, along with any other then-serving Trustees. The notice of removal will be effective in accordance with its provisions.

Notice of appointment must also be in writing and delivered to the successor Trustee and any other then-serving Trustees. The appointment will become effective at the time of acceptance by the successor Trustee. A copy of the notice should be attached to this agreement.

Section 3.04 Appointment of a Cotrustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Cotrustee. That Cotrustee will serve only as long as the Trustee who appointed the Cotrustee (or, if the Cotrustee was named by more than one Trustee acting together, by the last to serve of those Trustees) serves, and the Cotrustee will not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed the Cotrustee, unless so appointed under the terms of this agreement. Although the Cotrustee may exercise all the powers of the appointing Trustee, the combined powers of the Cotrustee and the appointing Trustee cannot exceed the powers of the appointing Trustee alone. The Trustee appointing a Cotrustee may revoke the appointment at any time with or without cause.

Section 3.05 Corporate Fiduciaries

Any corporate fiduciary serving under this agreement as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Section 3.06 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, it will not be necessary for the incapacitated Trustee to resign as Trustee. A written declaration of incapacity by the Cotrustee, if any, or, if none, by the party designated to succeed the incapacitated Trustee will terminate the trusteeship. If the Trustee designated in the written declaration objects, in writing, to termination of the trusteeship within 20 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion of incapacity or the trusteeship will be terminated without the physician's written opinion.

The provisions of Section 10.05(g) of this agreement govern the determination of a Trustee's incapacity by a physician and the Trustee's obligations to submit to examination and provide necessary releases.

Section 3.07 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property or any provision of this agreement, my Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed shall not be related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code.

An Independent Special Trustee shall exercise all fiduciary powers granted by this agreement unless expressly limited elsewhere in this agreement or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 3.08 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this agreement, whether corporate or individual, will have all of the title, rights, powers and privileges granted to the initial Trustees named under this agreement. In addition, each successor Trustee is subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the initial Trustees named under this agreement.

Article Four

Administration During My Lifetime

During my lifetime, my Trustee shall administer the trust as provided in this Article.

Section 4.01 Contributions Held in a Single Trust

During my lifetime, my Trustee shall retain all contributions to my trust in a single trust for the benefit of the lifetime beneficiaries. For purposes of this Article, "contribution" includes a gift to the trust. My Trustee shall administer the trust as follows:

(a) Distribution of Income and Principal

My Trustee may distribute income or principal of the trust to the beneficiaries, as follows:

(1) Distribution of Income and Principal to the Trust Beneficiaries

My Trustee may distribute any portion of trust property to or for the benefit of any beneficiary as my Trustee determines advisable for any purpose. In making distributions, my Trustee may distribute net income, principal, or both.

(2) Unequal Distributions Authorized

My Trustee may make distributions to or for the benefit of one or more trust beneficiaries to the complete exclusion of the other beneficiaries. My Trustee may make distributions to beneficiaries in equal or unequal amounts according to their respective needs.

Before making any distribution or allocation of income or principal to a beneficiary, my Trustee may require a refunding agreement or may withhold any portion of the distribution or allocation until final determination or release of any claim or lien against the beneficiary.

(b) Allocation of Distributions to Lifetime Beneficiaries

If any distribution is made to or for the benefit of a beneficiary, the amount of the distribution will be charged against the trust as a whole, and not against any individual benefit the beneficiary may ultimately receive. But if a distribution of principal is made to a lifetime beneficiary who holds a presently-exercisable power of withdrawal, the distribution will be deemed to be an exercise of the beneficiary's power to withdraw to the extent of the distribution. The beneficiary's remaining power to withdraw, if any, will be reduced by the amount of the distribution.

Any net income not distributed is to be accumulated and added to the principal of the trust.

(c) No Discharge of a Legal Obligation

Under no circumstances may my Trustee make any distribution to any beneficiary in a manner that would discharge any of my legal obligations.

Section 4.02 Sale of Residence

Upon the sale of the residence held by this trust, if sold prior to my death, my Trustee shall distribute all accumulated but undistributed income and principal to the Rikard Family Trust and dissolve this trust as soon as practicable thereafter.

Section 4.03 Administration Upon My Death

Upon my death, my Trustee shall administer the remaining trust property as provided in the Articles that follow.

Article Five

Administration of Remaining Trust Property

My Trustee shall administer the remaining trust property as provided in this Article.

Section 5.01 Distribution of Remaining Trust Property

My Trustee shall distribute the remaining trust property to my children, *per stirpes* outright, free of trust.

My Trustee shall administer any share distributed to an incapacitated beneficiary or a beneficiary under the age of 25 as provided in Article Seven.

Article Six

Remote Contingent Distribution

If at any time there is no person or entity qualified to receive final distribution of my trust estate or any part of it, I direct that the portion of my trust estate with respect to which the failure of qualified recipients has occurred be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Mississippi then in effect.

Article Seven

Distributions to Underage and Incapacitated Beneficiaries

If my Trustee is authorized or directed under any provision of this agreement to distribute net income or principal to a person who has not yet attained the age of 25 years or who is incapacitated as defined in Section 10.05(g), my Trustee may make the distribution in any one or more of the methods described in Section 7.01. Alternatively my Trustee may retain the trust property in a separate trust to be administered by my Trustee in accordance with the provisions of Section 7.02.

To the extent that it is both reasonable and practicable, I request that before making a distribution to a beneficiary my Trustee consider the ability the beneficiary demonstrated in managing prior distributions of trust property.

Section 7.01 Methods of Distribution

My Trustee may distribute trust property for the benefit of any beneficiary subject to the provisions of this Article in any one or more of the following methods:

My Trustee may distribute trust property directly to the beneficiary.

My Trustee may distribute trust property to the beneficiary's guardian, conservator, parent, other family member or any person who has assumed the responsibility of caring for the beneficiary.

My Trustee may distribute trust property to any person or entity, including my Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute.

My Trustee may distribute trust property to other persons and entities for the use and benefit of the beneficiary.

My Trustee may distribute trust property to an agent or attorney-in-fact authorized to act for the beneficiary under a legally valid durable power of attorney executed by the beneficiary prior to the beneficiary's incapacity.

Section 7.02 Retention in Trust

My Trustee may retain and administer trust property in a separate trust for the benefit of any beneficiary subject to the provisions of this Article as follows:

(a) Distribution of Net Income and Principal

My Trustee, other than an Interested Trustee, may distribute to the beneficiary as much of the net income and principal of any trust created under this Section as my Trustee may determine advisable for any purpose. If there is no Trustee that is not an Interested Trustee serving my Trustee shall distribute to the beneficiary as much of the net income and principal of the trust created under this Section as my Trustee determines is necessary or advisable for the health, education and maintenance of the beneficiary. Any undistributed net income will be accumulated and added to principal.

(b) Right of Withdrawal

When the beneficiary for whom a trust is created under this Section either attains the age of 25 or is no longer incapacitated, the beneficiary may withdraw all or any portion of the accumulated net income and principal from the trust.

(c) Distribution upon the Death of the Beneficiary

Subject to the terms of the next paragraph, the beneficiary for whom a trust is created under this Section may appoint all or any portion of the principal and undistributed net income remaining in the beneficiary's trust at the beneficiary's death among one or more persons or entities and the creditors of the beneficiary's estate. The beneficiary has the sole and exclusive right to exercise this general power of appointment.

The beneficiary may not exercise this power of appointment to appoint to the beneficiary, the beneficiary's estate, the beneficiary's creditors, or creditors of the beneficiary's estate from the "limited share" of the beneficiary's trust. For purposes of this power of appointment, the "limited share" of the beneficiary's trust is that portion of the beneficiary's trust that has an inclusion ratio for generation-skipping transfer tax purposes of zero or which, in the absence of the exercise of the power of appointment, would not constitute a taxable generation-skipping transfer at the beneficiary's death. If the generation-skipping tax does not then apply, the limited share will be the beneficiary's entire trust.

Insofar as any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance *per stirpes* to the descendants of the beneficiary. If the beneficiary has no living descendants, my Trustee shall distribute the unappointed balance *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if no such descendant is then living, *per stirpes* to my descendants.

If I have no then living descendants, my Trustee shall distribute the balance of the trust property as provided in Article Six.

Section 7.03 Application of Article

Any decision made by my Trustee under this Article is final, controlling, and binding upon all beneficiaries subject to the provisions of this Article.

Article Eight

Trust Administration

Section 8.01 Distributions to Beneficiaries

Whenever this agreement authorizes or directs my Trustee to make a distribution of net income or principal to a beneficiary, my Trustee may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Trustee is not required to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this agreement.

My Trustee may make distributions in cash or in kind, or partly in each, in proportions and at values determined by my Trustee. My Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 8.02 Beneficiary's Status

Until my Trustee receives notice of the incapacity, birth, marriage, death or other event upon which a beneficiary's right to receive payments may depend, my Trustee shall not be held liable for acting or failing to act with respect to the event or for disbursements made in good faith to persons whose interest may have been affected by such event. Unless otherwise provided in this agreement, the parent or Legal Representative may act on behalf of a beneficiary who is a minor or is incapacitated.

My Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. My Trustee shall have no independent duty to investigate the status of any beneficiary and shall not incur any liability for failure to do so.

Section 8.03 No Court Proceedings

My Trustee shall administer this trust expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval or action of any court. If my Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent jurisdiction is sought in that particular proceeding. Any proceeding to seek instructions or a court determination may only be initiated in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the continuing jurisdiction of the court.

Section 8.04 No Bond

My Trustee is not required to furnish any bond for the faithful performance of its duties, unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 8.05 Exoneration of My Trustee

No successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee. No successor Trustee may be held responsible for any act, omission or forbearance by any previous Trustee.

Any Trustee may request and obtain agreements in writing from the beneficiaries or from their Legal Representatives releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. Any agreement, if acquired from all the living beneficiaries of the trust or from their Legal Representatives, is conclusive and binding on all parties, born or unborn, who may have, or who may in the future, acquire an interest in the trust.

My Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal and may withhold distribution or allocation pending determination or release of a tax lien or other lien.

Section 8.06 Trustee Compensation

An individual serving as Trustee is entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate fiduciary serving as Trustee will be compensated by agreement between an individual serving as Trustee and the corporate fiduciary. In the absence of an individual Trustee or in the absence of an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's published schedule of fees in effect at the time the services are rendered.

A Trustee may charge additional fees for services it provides that are beyond the ordinary scope of its duties as Trustee, such as fees for legal services, tax return preparation and corporate finance or investment banking services. The collection of a commission by a Trustee on the sale of trust property is a prohibited act of self-dealing.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this agreement.

Section 8.07 Employment of Professionals

My Trustee may appoint, employ and remove investment advisers, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisers, agents and employees to advise or assist in the performance of my Trustee's duties. My Trustee may act on the recommendations of the persons or entities employed, with or without independent investigation.

My Trustee may reasonably compensate an individual or entity employed to assist or advise my Trustee regardless of any other relationship existing between the individual or entity and my Trustee.

My Trustee may pay the usual compensation for services contracted for under this Section out of income or principal of the trust as my Trustee deems advisable. My Trustee may pay compensation to an individual or entity employed to assist or advise my Trustee without diminishing the compensation to which the Trustee is entitled under this agreement. A Trustee who is a partner, stockholder, officer, director or corporate affiliate in any entity employed to assist or advise my Trustee may nonetheless receive the Trustee's share of the compensation paid to the entity.

Section 8.08 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this agreement may be exercised by a will or living trust specifically referring to the power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the holder of the power designates. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this agreement has not been exercised by the beneficiary if my Trustee has no knowledge of the existence of a will or living trust exercising the power within 3 months after the beneficiary's death.

Section 8.09 Determination of Principal and Income

My Trustee shall determine how all Trustee's fees, disbursements, receipts, and wasting assets will be credited, charged, and apportioned between principal and income in a fair, equitable and practical manner. My Trustee may allocate capital gain to income rather than principal.

My Trustee 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. My Trustee may select appropriate accounting periods with regard to the trust property.

Section 8.10 Trust Accounting

Except to the extent required by law, my Trustee is not required to file accountings in any jurisdiction. The annual accounting must include the receipts, expenditures, and distributions of income and principal and the assets on hand for the accounting period. A copy of the federal fiduciary tax return filed for a trust during a period for which a trust accounting is made will satisfy this reporting requirement.

In the absence of fraud or manifest error, assent by all income beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on the date of this agreement and those to be born in the future who have, or will in the future have, a vested or contingent interest in the trust property. In the case of an income beneficiary who is a minor or incapacitated, the beneficiary's natural guardian or Legal Representative may give the assent required under this Section.

A beneficiary may object to an accounting rendered by my Trustee only if the beneficiary gives written notice to my Trustee within 60 days after my Trustee renders the accounting. Any beneficiary who does not submit a written objection to the accounting is deemed to assent to the accounting.

My Trustee must make the trust's financial records and documentation available to beneficiaries at reasonable times and upon reasonable notice for inspection by the beneficiaries. My Trustee is not required to furnish any information regarding my trust to anyone other than a beneficiary. My Trustee may exclude any information my Trustee determines is not directly applicable to the beneficiary receiving the information.

In all events the Legal Representative of a beneficiary may receive any notices and take any action on behalf of the beneficiary as to an accounting. If any beneficiary's Legal Representative fails to object to any accounting in writing within 60 days after my Trustee renders the accounting, the beneficiary's Legal Representative will be deemed to assent to the accounting.

Section 8.11 Action of Trustees and Delegation of Trustee Authority

If two Trustees are eligible to act with respect to a given matter, they may act independently for any action to be taken unless the express terms of the Trustees' appointment provide otherwise.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering its dissent or abstention in the records of the trust. After doing so, the dissenting Trustee must then act with my other Trustees in any way necessary or appropriate to effectuate the decision of the majority.

Notwithstanding the limitations set forth in this section, unless a Trustee elects otherwise in a written instrument delivered to the other Trustees, if two or more Trustees are serving, any one Trustee may sign any checks, agreements or other documents on behalf of the trust with the same force and effect as if all Trustees had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' acquiescence to such action.

Subject to the limitations set forth in Section 9.21, any Trustee may, by an instrument in writing, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to my Trustee in

this agreement. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice of revocation to the Trustee to whom the power was delegated.

If, on any give matter, there is a disagreement with the two trustees regarding a trust matter, successor trustee, Lynn Clay Cook, shall break any decision making tie.

Section 8.12 Trustee may Disclaim or Release any Power

Notwithstanding any provision of this agreement to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power it holds as Trustee, irrevocably or for any period of time the Trustee may specify. The Trustee may relinquish a power personally or may relinquish the power for all subsequent Trustees.

Section 8.13 Trustee may Execute a Power of Attorney

My Trustee may appoint any individual or entity to serve as my Trustee's agent under a power of attorney to transact any and all business on behalf of my trust or any other trust created under this agreement.

Section 8.14 Additions to Separate Trusts

If upon the termination of any trust created under this agreement, a final distribution is to be made to a person who is the primary beneficiary of another trust established under this agreement, and there is no specific indication whether the distribution is to be made in trust or outright, my Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the distribution will be treated as though it had been an original part of the second trust.

Section 8.15 Authority to Merge or Sever Trusts

My Trustee may merge and consolidate a trust created under this agreement with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and have at least one Trustee in common. However, both parties have to agree on the sale of the home.

My Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, my Trustee may consolidate the assets of the trusts for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts or may segregate a specific amount or asset from the trust property by allocation to a separate account or trust. The separate trusts may be funded on a non *pro rata* basis provided that funding is based on the total fair market value of the assets on the date of funding. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. My Trustee shall hold and administer each separate trust upon terms and conditions substantially identical to those of the trust from which it was severed.

Subject to the terms of the trust, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections, and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the date on which the severance is effective; however, the effective date of severance may be retroactive to a date before the date on which my Trustee exercises the power.

Section 8.16 Authority to Terminate Trusts

My Trustees may terminate any trust created under this agreement, at any time, if my Trustees, in theiraf sole and absolute discretion, determines that a trust created under this agreement is no longer economical or is

otherwise inadvisable to administer as a trust, or if my Independent Trustee deems it to be in the best interest of my beneficiaries. If a trust is terminated, my Trustee will distribute the trust property in the order of priority set forth below and once distributed my Trustee will have no further responsibility with respect to that trust property.

To the beneficiaries then entitled to mandatory distributions of net income of the trust, and in the same proportions; and

If none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as my Independent Trustee may determine.

Section 8.17 Merger of Corporate Fiduciary

If any corporate fiduciary acting as the Trustee under this agreement is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor will automatically succeed to the trusteeship as if that successor had been originally named a Trustee. No document of acceptance of trusteeship will be required.

Section 8.18 Funeral and Other Expenses of Beneficiary

Upon the death of an Income Beneficiary, my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts or other expenses incurred due to the death of the beneficiary from trust property. This Section only applies to the extent the Income Beneficiary has not exercised any testamentary power of appointment granted to the beneficiary under this agreement.

My Trustee may rely upon any request by the Legal Representative or members of the family of the deceased beneficiary for payment without verifying the validity or the amounts and without being required to see to the application of the amounts so paid. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or rule of court and may be made without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 8.19 Generation-Skipping Transfer Tax Provisions

If any trust created under this agreement would be partially exempt from generation-skipping transfer tax after the intended allocation of Available GST Exemption to the trust then my Trustee may divide the partially-exempt trust so that the allocation of Available GST Exemption can be made to a trust that will be entirely exempt from generation-skipping transfer tax. If my Trustee chooses to divide a trust that would otherwise be a partially exempt trust, my Trustee shall create and administer the separate trusts as provided in this Section.

(a) Division into Exempt and Nonexempt Trusts

My Trustee shall divide the property of the otherwise partially-exempt trust into two separate trusts, the "exempt trust" and the "nonexempt trust." The exempt trust will consist of the largest fractional share of the total assets of the otherwise partially-exempt trust that will permit the exempt trust to be entirely exempt from generation-skipping transfer tax. The "nonexempt trust" will consist of the balance of the total assets of the otherwise-partially exempt trust.

For purposes of computing the fractional share, my Trustee shall use asset values as finally determined for federal estate tax purposes. My Trustee shall then apply the fraction to the assets at their actual value on the effective date or dates of distribution so that the actual value of the fractional share resulting from the application of the fraction will include fluctuations in the value of the trust property.

(b) Administration of the Trusts

My Trustee shall administer the exempt and non-exempt trusts created under this Section as separate and independent trusts but under the same terms as the original trust. To the extent possible, my Trustee should make distributions to a non-skip person as defined by Section 2613 of the Internal Revenue Code from the nonexempt trust and distributions to a skip person as defined by Section 2613 from an exempt trust. My Trustee may designate names for the exempt and nonexempt trusts.

If an exempt trust and a nonexempt trust are further divided under the terms of this agreement, my Trustee may allocate property from the exempt trust first to the trust from which a generation skipping transfer is more likely to occur.

(c) Expression of My Intent

My intent is to minimize the application of the generation-skipping transfer tax to the trust property but not to affect the total amount of trust property to which any beneficiary may be entitled under this agreement. This agreement must be construed and interpreted to give effect to this intent.

(d) Additions of Property to Exempt and Nonexempt Trusts

If at any time any property that has an inclusion ratio greater than zero for generation-skipping transfer tax purposes would be added to a trust with property that has an inclusion ratio of zero, then my Trustee will instead hold the property in a separate trust on the same terms and conditions as the original trust.

(e) Re-Allocation

In the event that my Trustee's determination of whether a trust in this agreement is partially, entirely or not exempt from GST taxes is later determined to be incorrect (for example, if the Congress by law or the Service by regulation or ruling applies the generation-skipping transfer tax retroactively to the trust), my Trustee may re-allocate the assets as of the initial division date, as provided in this Section.

Section 8.20 Independent Trustee May Confer Testamentary Power of Appointment

My Independent Trustee may during the lifetime of the primary beneficiary of the trust, grant the primary beneficiary a testamentary power to appoint all or part of the primary beneficiary's trust or trust share to the creditors of the primary beneficiary's estate. My Independent Trustee may require, as a condition for the primary beneficiary's exercise of this power, that the primary beneficiary obtain the consent of my Independent Trustee granting the power. Any testamentary power of appointment granted by my Independent Trustee must be in writing and may be revoked at any time during the lifetime of the primary beneficiary to whom the power was given. I suggest, but do not require, that my Independent Trustee exercise this authority to subject trust property to estate tax instead of the generation-skipping transfer tax when it appears that it may reduce overall taxes.

Article Nine

My Trustee's Powers

Section 9.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this agreement, my Trustee may exercise the powers conferred by this agreement without prior approval from any court, including, without limitation, those powers set forth under the laws of the State of Mississippi or any other jurisdiction whose law applies to this trust. The powers set forth in the Uniform Fiduciaries Law are specifically incorporated into this trust agreement.

My Trustee shall exercise my Trustee's powers in the manner my Trustee determines to be in the best interests of the beneficiaries. My Trustee must not exercise any power in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts. I expressly waive any duty of impartiality for my Trustee as to the beneficiaries.

My Trustee may have duties and responsibilities in addition to those described in this agreement. I encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 9.02 Execution of Documents by My Trustee

My Trustee may execute and deliver any and all instruments in writing that my Trustee considers necessary to carry out any of the powers granted in this agreement.

Section 9.03 Investment Powers in General

My Trustee may invest in any type of investment whether inside or outside the geographic borders of the United States of America and its possessions or territories.

My Trustee may acquire and retain investments not regarded as traditional or suitable assets for trusts, including investments that would be forbidden or would be regarded as imprudent, improper, or unlawful by the "prudent person" rule, "prudent investor" rule, or any other rule or law that restricts a fiduciary's investment flexibility. My Trustee may invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, limited liability companies, corporations, mutual funds, business trusts, or any other form of participation or ownership whatsoever. In making investments, my Trustee may disregard:

> Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal;
>
> Whether the acquisition or retention of a particular investment or the trust investments collectively are consistent with any duty of impartiality as to the different beneficiaries;
>
> Whether the trust is diversified;
>
> Whether any trust investment would traditionally be classified as too risky or speculative for trusts.

I expressly waive any duty to diversify trust assets. I intend that my Trustee, and my Investment Adviser, if one is serving, to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

It is my intent to modify the "prudent person" rule, "prudent investor" rule, or any other rule or law which restricts a fiduciary's ability to invest, to the extent the rule or law would prohibit an investment because of one or more factors listed above, or any other factor relating to the nature of the investment itself. I believe that it is in the best interests of the beneficiaries to give my Trustee the broadest possible discretion in managing trust assets.

My Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

Section 9.04 Banking Powers

My Trustee may establish bank accounts of any type in one or more banking institutions that my Trustee chooses. If an account is one from which my Trustee makes frequent disbursements, the account does not need to be an interest bearing account. My Trustee may authorize withdrawals from an account by check, draft, or other instrument or in any other manner.

My Trustee may open accounts in the name of my Trustee, with or without disclosing fiduciary capacity, or may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

Section 9.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture or otherwise, my Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to and not in limitation of all other powers granted to my Trustee in this agreement.

A Trustee may act personally and independently with any business entity in which the trust has an interest separate from any duties owed to the trust as a Trustee. This includes serving and receiving compensation for services as an officer, director, general partner, manager or in any other capacity for the business entity. The compensation the Trustee receives from the business entity will not affect the compensation the Trustee may be entitled to for serving as a Trustee. A Trustee may exercise any voting power the Trustee may have whether as a Trustee or independently as a stockholder officer, director, general partner, member, manager or other capacity of the business entity including the right to vote on any matter including elections. A Trustee may independently own, purchase and sell an interest in a business entity owned by the trust. Any sale of a non-publically traded business interest between a Trustee and the trust must be approved and effectuated by an Independent Special Trustee.

If any trust created under this agreement is funded with subchapter S stock, my Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as an electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

Section 9.06 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee deems appropriate.

Section 9.07 Common Investments

For purposes of convenience with regard to the administration and investment of the trust property, my Trustee may invest part or all of the trust property jointly with trust property of other trusts for which my Trustee is also serving as a Trustee. A corporate fiduciary acting as my Trustee may use common funds for investment. When trust property is managed and invested in this manner, my Trustee will maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

Section 9.08 Environmental Powers

My Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this agreement "environmental law" means any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

My Trustee may use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; (iii) institute, contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement or clean-up of any hazardous substance; and (v) employ agents, consultants and legal counsel to assist my Trustee in these actions.

My Trustee is not liable for any loss or reduction in value sustained by the trust as a result of my Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered unless my Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

My Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of my Trustee's actions to comply with any environmental law, including any reporting requirement.

My Trustee may release, relinquish or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

Section 9.09 Farm, Ranch and Other Agricultural Powers

My Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

My Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

My Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

Section 9.10 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on my life, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest.

My Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.

My Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

My Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, my Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 9.11 Loans and Borrowing Powers

My Trustee may make loans to any person including a beneficiary, entity, trust or estate for any term or payable on demand, with or without interest and secured or unsecured.

My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any trustee and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may borrow money at interest rates and on other terms that it deems advisable from any person, institution or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.

Section 9.12 Nominee Powers

My Trustee may hold real estate, securities and any other property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

Section 9.13 Oil, Gas and Mineral Interests

My Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, minerals or other natural resource rights or interests.

My Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that my Trustee deems advisable.

My Trustee may execute leases, pooling and unitization agreements and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests even though the terms of those arrangements may extend beyond the termination of the trust.

My Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it deems proper.

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

Section 9.14 Payment of Taxes and Expenses

Except as otherwise provided in this agreement, my Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by my Trustee out of income. To the extent that the income is insufficient, then my Trustee may make any payments of taxes or expenses out of the principal of the trust property. The determination of my Trustee with respect to the payment of expenses will be conclusive on the beneficiaries.

Section 9.15 Purchase of Assets from and Loans to My Probate Estate

Upon my death, my Trustee may purchase at fair market value and retain in the form received, as an addition to the trust, any property that is a part of my probate or trust estate. In addition, my Trustee may make loans, with or without security, to my probate or trust estate. My Trustee may not be held liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

My Trustee may not use any trust property for the benefit of my estate as defined in Section 20.2042-1(b) of Title 26 of the Code of Federal Regulations, unless the property is included in my gross estate for federal estate tax purposes.

Section 9.16 Real Estate Powers

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon any real property.

My Trustee may manage real estate in any manner that my Trustee deems best and may exercise all other real estate powers necessary to effectuate this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of any trusts established under this agreement and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

Section 9.17 Residences and Tangible Personal Property

My Trustee may acquire, maintain, and invest in any residence for the use and benefit of the beneficiaries, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property even if retaining the residence involves financial risks that Trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of any residence, including, but not limited to, taxes, assessments, insurance, expenses of maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.

My Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.

My Trustee is not required to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

My Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee is not liable for any depreciation or loss as a result of any decision to retain or acquire any property as authorized by this Section.

Section 9.18 Retention and Abandonment of Trust Property

My Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of my death or as the result of the exercise of a stock option. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries. On the other hand, my Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

My Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any property that my Trustee deems to be of insignificant value.

Section 9.19 Securities, Brokerage and Margin Powers

My Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options, and other securities of any kind and in any amount, including short sales. My Trustee may write and purchase call or put options, and other derivative securities. My Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to my Trustee or to or for the benefit of a beneficiary.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. My Trustee may hold securities in bearer or uncertificated form and may use a central depository, clearing agency or book-entry system, such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description. My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting as to any matter.

Section 9.20 Settlement Powers

My Trustee may settle, by compromise, adjustment, arbitration or otherwise any and all claims and demands in favor of or against the trust. My Trustee may release or abandon any claim in favor of the trust.

Section 9.21 Limitation on My Trustee's Powers

All powers granted to Trustees under this agreement or by applicable law are limited as set forth in this Section, unless explicitly excepted by reference to this Section.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of the trust to or for the benefit of a beneficiary, to the extent that the exercise of that discretion is other than for the health, education, maintenance or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

(b) No Distributions in Discharge of Certain Legal Obligations

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(c) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. A Cotrustee or an Independent Special Trustee, other than the insured Trustee, must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if the insured Trustee is a beneficiary) will select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) may not exercise any power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an

insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

The limitations of this subsection do not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

Article Ten

General Provisions

Section 10.01 Maximum Term for Trusts

The legislature of the State of Mississippi has abolished the Rule Against Perpetuities, therefore, as long as this trust is domiciled in Mississippi, there will be no maximum term for this trust. If this trust becomes domiciled in a jurisdiction with an existing Rule Against Perpetuities, the maximum term for this trust shall be in accordance with the applicable state rule.

Section 10.02 Spendthrift Provision

Neither the income nor the principal of any trust created under this trust agreement may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under this trust agreement is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.

This Section does not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted in this agreement.

Section 10.03 Contest Provision

If any person attempts to contest or oppose the validity of this agreement, (including any amendment to this agreement), or commences, continues or prosecutes any legal proceedings to set this agreement aside, then that person will forfeit his or her share, cease to have any right or interest in the trust property, and will, for purposes of this agreement, be deemed to have predeceased me.

Section 10.04 Changing the Governing Law and Situs of Administration

My Trustee may, at any time, change the governing law of the trust, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another, or both. My Trustee may elect, by filing an instrument with the trust records, that the trust will thereafter be construed, regulated and governed as to administration by the laws of the new jurisdiction. My Trustee may take action under this Section for any purpose my Trustee deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust, and may do so with or without providing notice to any beneficiary.

If necessary, or if deemed advisable by my Trustee, my Trustee may appoint an Independent Trustee to serve as trustee in the new situs.

If necessary, and if my Trustee does not appoint an Independent Trustee within 30 days of my Trustee's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of net income under the trust may, by majority consent, appoint a corporate fiduciary in the new situs. If a beneficiary is a minor or is incapacitated, the parent or Legal Representative of the beneficiary may act on behalf of the beneficiary.

Section 10.05 Definitions

For purposes of this agreement, the following terms have the following meanings:

Witness One

Jeanna Wagner
Printed Name

1614 Ferry Chapel Road
Address

Jeanna Wagner
Signed Name

Ashland MS 38603
City, State and Zip Code

Witness Two

Janice Foster
Printed Name

10185 DeSoto Rd
Address

Janice Foster
Signed Name

Olive Branch MS 38654
City, State and Zip Code

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, has the same rights and will be treated in the same manner under this agreement as natural children of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person is deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive will be considered a person in being during the period of gestation.

(b) Agreement

The term "this agreement" means this trust agreement and includes all trusts created under the terms of this agreement.

(c) Available GST Exemption

An individual's "Available GST Exemption" means the GST exemption provided in Section 2631 of the Internal Revenue Code in effect at the time; reduced by the aggregate of (1) the amount, if any, of GST exemption allocated to lifetime transfers and (2) the amount, if any, of allocations of GST exemption made or deemed made to transfers other than allocations to transfers under this agreement.

If, at the time, the individual has made a gift with an inclusion ratio of greater than zero but has not filed a gift tax return and the due date for the gift tax return has not yet passed, that individual's GST exemption is deemed to have been allocated to this gift to the extent necessary and possible to exempt the gift from generation-skipping transfer tax.

(d) Descendants

The term "descendants" means any one or more persons who follow in direct descent (as opposed to collateral descent) from a person, such as a person's children, grandchildren, or other descended individuals of any generation.

(e) Education

The term "education" is intended to be an ascertainable standard in accordance with Section 2041 and Section 2514 of the Internal Revenue Code and includes, but is not limited to:

> Enrollment at private elementary, junior, and senior high school, including boarding school;
>
> Undergraduate and graduate study in any field at a college or university;
>
> Specialized, vocational or professional training or instruction at any institution, including private instruction; and
>
> Any other curriculum or activity that my Trustee deems to be useful for developing the abilities and interests of a beneficiary including, without limitation, athletic training, musical instruction, theatrical training, the arts, and travel.

The term "education" also includes distributions made by my Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring and transportation, and a reasonable allowance for living expenses.

(f) Good Faith

Except as otherwise provided in this agreement, a Trustee, though otherwise acting in a fiduciary capacity, has no liability to any party for action (or inaction) taken in good faith. For the purposes of this agreement, a Trustee has acted in good faith if its (i) action or inaction is not a result of intentional wrongdoing, (ii) the Trustee did not make the decision with reckless indifference to the interests of the beneficiaries, and (iii) action or inaction does not result in an improper personal pecuniary benefit to the Trustee. Further, all parties subject to the provisions of this trust will treat any action or forbearance made in reliance on information, consent, or directions received from the Personal Representative of my estate, except for cases of willful misconduct or willful malfeasance on the part of a Trustee, as made in good faith for the purposes of this Section.

(g) Incapacity

Except as otherwise provided in this agreement, a person is deemed to be incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is deemed to be incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be deemed to be incapacitated.

An individual is deemed to be restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is deemed to be incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

(3) Detention, Disappearance, or Absence

An individual is deemed to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance or absence or detention under duress may be established by an affidavit of my Trustee, or, if no Trustee is serving, by the affidavit of any beneficiary. The affidavit must describe the circumstances of the individual's disappearance, absence or detention and may be relied upon by any third party dealing in good faith with my Trustee in reliance upon the affidavit.

(h) Income Beneficiary

The term "Income Beneficiary" means any beneficiary who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.

Unless otherwise provided in this agreement, the phrase "majority of the income beneficiaries" means any combination of income beneficiaries who, if all accrued net income were distributed on the day of a vote by the beneficiaries, would receive more than 50% of the accrued net income. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income are deemed to receive the income in equal shares.

References to a "majority" refer to a majority of the entire trust collectively until my Trustee allocates property to separate trusts or trust shares. After the allocation of property to separate trusts or trust shares, references to a "majority" refer to a majority of each separate trust or trust share.

(i) Independent Trustee

The term "Independent Trustee" means any Trustee who is not an Interested Trustee as defined in subsection (j) and includes an Independent Special Trustee appointed under the provisions of Section 3.07. Whenever a power or discretion is granted exclusively to my Independent Trustee then any Interested Trustee who is then serving as my Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.07 to exercise the power or discretion that is exercisable only by my Independent Trustee.

(j) Interested Trustee

The term "Interested Trustee" means a Trustee who (1) is a transferor or beneficiary; (2) is related or subordinate to a transferor or beneficiary; (3) can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or (4) can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this subsection, (1) "transferor" means a person who transferred property to the trust, including a person whose disclaimer resulted in property passing to the trust; (2) "beneficiary" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust, even if such person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment; and (3) "related or subordinate" means related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code.

Whenever this agreement specifically prohibits an Interested Trustee from exercising discretion or performing an act or specifically limits discretion or the performance of an act to an Independent Trustee, then any Interested Trustee serving as my Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving that is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.07 to exercise the discretion or perform the act.

(k) Internal Revenue Code and Treasury Regulations

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations," are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is deemed to be made to the renumbered provision or to the

corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this agreement. The same rule applies to references to the Treasury Regulations.

(l) Legal Representative or Personal Representative

As used in this agreement, the term "Legal Representative" or "Personal Representative" means a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate. In the case of a minor beneficiary, the beneficiary's parent or another adult with custody of the beneficiary (except for any transferor) will be deemed to be the beneficiary's Legal Representative for purposes of this agreement.

(m) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children of such person and deceased children of such person who left then-living descendants. Each then-living child shall receive one share and the share of each deceased child will be divided among such child's then-living descendants in the same manner.

(n) Primary Beneficiary

The Primary Beneficiary of a trust created under this agreement is the oldest Income Beneficiary of that trust unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(o) Shall and May

Unless otherwise specifically provided in this agreement or by the context in which used, I use the word "shall" in this agreement to impose a duty, command, direct or require, and the word "may" to allow or permit, but not require. In the context of my Trustee, when I use the word "shall" I intend to impose a fiduciary duty on my Trustee. When I use the word "may" I intend that my Trustee is empowered to act in its sole and absolute discretion unless otherwise stated in this agreement.

(p) Trust

The terms "this trust" or "this agreement" refers to this trust agreement and all trusts created under the terms of this agreement.

(q) Trustee

The term "my Trustee" or "Trustee" refers to the initial Trustees named in Article One and to any successor, substitute, replacement, or additional person, corporation, or other entity that is from time to time acting as the Trustee of any trust created under the terms of this agreement. The term "Trustee" refers to singular or plural as the context may require.

(r) Trustmaker

"Trustmaker" has the same legal meaning as "Grantor," "Settlor," "Trustor" or any other term referring to the maker of a trust.

(s) Trust Property

The term "trust property" means all property held by a Trustee under this agreement, including all property that the Trustee may acquire from any source.

Section 10.06 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this agreement:

(a) Multiple Originals; Validity of Copies

This agreement may be executed in any number of counterparts, each of which will be deemed to be an original.

Any person may rely on a copy of this agreement that the Trustee certifies to be a true copy to the same effect as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within this agreement are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of this agreement.

(d) Governing State Law

This agreement is governed, construed, and administered according to the laws of Mississippi as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed as provided in Section 10.04.

(e) Notices

Unless otherwise stated, whenever this agreement calls for notice, the notice will be in writing and will be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice will be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice will be given to the parent or Legal Representative of the minor or incapacitated individual.

(f) Severability

The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provision of this agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement are to be interpreted and construed as if the invalid provision had never been included in this agreement.

I have executed this agreement on September 29, 2011. This irrevocable trust agreement is effective when signed by me, whether or not now signed by a Trustee.

Nellie Mae Rikard
Nellie Mae Rikard, Trustmaker

Betsy Nichols
Betsy Nichols, Trustee

Samuel P. Rikard, Trustee

STATE OF MINNESOTA)
) ss.
COUNTY Olmsted)

On this day, September 29, 2011, before me personally appeared Nellie Mae Rikard, as Trustmaker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing irrevocable trust agreement, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

Lori Kingsley
Notary Public

LORI A. KINGSLEY
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

My commission expires: 1-31-2015

STATE OF MINNESOTA)
) ss.
COUNTY Olmsted)

On this day, September 29, 2011, before me personally appeared Betsy Nichols, as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing irrevocable trust agreement, and acknowledged that She executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

LORI A. KINGSLEY
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

Lori Kingsley
Notary Public
My commission expires: 1-31-2015

STATE OF MISSISSIPPI)
) ss.
COUNTY Desoto)

On this day, September 28, 2011, before me personally appeared Samuel P. Rikard, as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing irrevocable trust agreement, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 67003
TINA RENA' GRIFFITH
Commission Expires
Sept. 25, 2014
TATE COUNTY

Tina Rena' Griffith
Notary Public
My commission expires