

**THE MARY ELAINE HAMILTON
THIRD PARTY SPECIAL NEEDS TRUST**

THIS trust is established effective April 25th, 2011, by William H. Hamilton, Jr. and Theresea C. Hamilton ("Grantor" or "Grantors" herein) for the benefit of Mary Elaine Hamilton ("Beneficiary"), on the terms and conditions set forth below.

RECITALS

A. The term "Beneficiary" shall refer to Mary Elaine Hamilton, a resident of Southaven, Mississippi, who was born on September 8, 2010, while said Beneficiary is living. Beneficiary is a disabled person, as defined in the Social Security Act §1614(a)(3) (42 U.S.C. 1382c(a)(3)).

B. It is Grantor's desire and intent, by this instrument, to create a trust in accordance with the laws of the State of Mississippi, whereby the property placed in trust shall be managed for the benefit of Beneficiary during Beneficiary's lifetime and distributed as set forth herein upon the death of Beneficiary.

ARTICLE 1. GENERAL PROVISIONS

A. Name.

This Trust shall be known as "THE MARY ELAINE HAMILTON THIRD PARTY SPECIAL NEEDS TRUST" for all purposes. This trust agreement may be referred to herein as "the Trust" or "Agreement".

B. Revocability

During the lifetime of the Grantors, or the survivor of the Grantors, the Grantor(s) shall have the right to alter, amend, revoke, or terminate this Trust at any time, and to designate the person(s) who shall possess or enjoy the trust property and the income therefrom, and to exercise any of the incidents of ownership in any property transferred to the Trust.

Upon the death of the Grantor, or the survivor of them, this trust shall become irrevocable and no person shall have the right (1) to revoke or terminate this Trust or any of the terms of this Agreement in all or in part; (2) to designate the person who shall possess or enjoy the Trust property, and the income therefrom; or (3) to exercise any of the incidents of ownership in any property transferred to the Trust. The Trust may be amended, in whole or in part, by further order of any Court of competent jurisdiction over the Trust, or by the Trustee as set forth in Article 5 below, for the purposes of maintaining an effective trustee and/or allowing the Trust to continue to accomplish its stated purpose in the event that a change in the law, policy, interpretation of the law or other circumstance will frustrate such purpose.

C. Purpose of Trust.

The purpose of this Trust is to provide for the greatest degree of security for Beneficiary and to preserve the assets of this Trust in order to provide for Beneficiary's lifelong care. The term "security" as used herein shall include consideration of Beneficiary's overall circumstances and needs, including Beneficiary's personal, emotional, spiritual, social and financial well-being. The greatest degree of security can be provided for Beneficiary if this Trust is administered and managed so as to maximize and protect any insurance, public benefits for the disabled, or other assistance which Beneficiary is or may become eligible to receive. There are a number of needs other than support and maintenance that are basic to a dignified life and that may not be available to Beneficiary except through this Trust. This Trust is created expressly to benefit Beneficiary by providing for the special needs and supplemental care, maintenance, support and education in addition to, and over and above, benefits which Beneficiary may otherwise be entitled to receive from any local, state or federal government, or from any private or non-profit agencies that provide services or benefits to persons with disabilities similar to those of Beneficiary. It is the express purpose of this Trust that it be used to supplement other benefits, if any, received by or on behalf of Beneficiary, and not to supplant any such benefits.

D. Intent of Trust.

Beneficiary will benefit from the protection and financial management provided by this Trust. It is the principal intent of this Trust to provide a system for handling funds, fiscal management, administration and disbursement, respite care, personal attendant services, advocacy, social development services, rehabilitation, care, education, training and guidance for the sole benefit of Beneficiary. It is the secondary intent of this Trust to provide for the continued conservation and enhancement of the funds constituting the Trust Estate in order to supplement all other financial and service benefits for which Beneficiary may be eligible from any local, state or federal agency, or through any private or public profit or non-profit source.

All actions of the Trustee shall be directed toward carrying out this intention. Beneficiary shall not be considered to have access to principal or income of the Trust Estate and may not, directly or through any legal representative of the Beneficiary, compel the Trustee to pay funds from the Trust for any particular purposes. This Trust shall not be construed as a support trust and is established as a pure discretionary trust.

E. Trust Funding.

Grantor and/or others, on the terms set forth herein, may convey money or property to the Trustee, with the initial conveyance of such trust principal to be known as the initial trust estate. The Trustee hereby agrees to hold that property and any other property of the trust estate, in trust, on the terms set forth in this instrument. All property held by the Trustee, and all investments and reinvestments thereof, shall constitute the "Trust Estate". No public assistance benefits received by or for Beneficiary shall be commingled with or become part of the Trust Estate.

F. Consideration.

In consideration of the mutual covenants contained herein, the Trustee hereby agrees to hold IN TRUST those assets described as the Trust Estate for the uses and purposes and subject to the terms and conditions hereinafter set forth.

**ARTICLE 2. DISTRIBUTION AND ADMINISTRATION
DURING BENEFICIARY'S LIFETIME**

A. Distribution

1. The Trustee shall, in the Trustee's sole and absolute discretion, distribute so much income and principal to or for the benefit of Beneficiary as the Trustee shall, in the Trustee's sole discretion, determine in order to provide special needs and supplemental benefits to the Beneficiary not provided by or through private or governmental assistance programs. Any and all discretionary distributions shall be based primarily upon Beneficiary's best interest. No Trust income or principal shall be paid or expended for Beneficiary so long as the Trustee determines there are sufficient resources available for Beneficiary's care, support, comfort and welfare from any governmental or private programs. Although the intent of this trust is to preserve Beneficiary's eligibility for public benefits, the overriding goal of the trust is to ensure Beneficiary's good health, safety and welfare. The Trustee may, in the Trustee's discretion, make distributions of trust assets to meet any need not fully met by public or private benefit programs. The Trustee may, in its sole discretion, pay to or for Beneficiary's benefit that amount that does not exceed the state or federal regulations for maximum supplemental income. The Trustee also may, in the Trustee's sole discretion, repay any, some or all of any amounts owed to the Social Security Administration if an overpayment of benefits to Beneficiary has been made, either prior to or subsequent to the establishment of this Trust, in order to prevent a loss of SSI or other related government assistance by Beneficiary.

2. The Trustee shall not be required to see to the application of any funds applied or paid, and the receipt of the payee shall be full acquittance of the Trustee. The decision of the Trustee as to direct payments or application of funds as above prescribed shall be conclusive and binding upon all parties in interest if made in good faith.

B. Additions To Trust Estate; Environmental Compliance.

1. With the Trustee's consent, any person may, at any time, from time to time, whether by Court order, assignment, gift, transfer, Beneficiary designation, deed or will, or otherwise, provide income or add to the principal of the Trust Estate, and any property so added shall be held, administered and distributed under the terms of this Trust. The Trustee shall execute documents the Trustee may deem necessary to accept, as additional contributions to the Trust Estate, property the Trustee consents to accept and shall designate the additions on the business and accounting records of this Trust. At the end of a calendar year, the Trustee shall designate any accumulated and undistributed income as principal, and may so designate such additions on amended schedules to this Trust.

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

C. Distribution Guidelines.

In making any distribution, the Trustee shall:

1. Consider any other income or resources of Beneficiary known to the Trustee and reasonably available;

2. Take into consideration Beneficiary's entitlement to benefits from any government agency, such as federal SSDI, SSI, food stamps, Medicare, Medicaid, welfare, and any other special purpose benefits for which Beneficiary is or may be or become eligible;

3. Consider resource and income limitations of any such assistance program:

4. Consider making expenditures so that the standard of living of Beneficiary will be comfortable and enjoyable;

5. Not be obligated to or compelled to make such payments;

6. Not be liable for any loss of benefits which may occur as a result of Trustee's good faith actions in the administration of this trust.

7. Be entitled to rely on the representation of a trust advisor who is a competent professional that all other sources of income and benefits have been taken into consideration and the effect of trust disbursements on such benefits.

D. Right of Trustee to Contest Demands Upon the Trust.

In the event the Trustee is requested by any department or agency to release principal or income of the Trust Estate to or on behalf of Beneficiary to pay for equipment, medical expenses or other services which any governmental or private organizations or agencies are authorized to provide were it not for the existence of this Trust, or in the event the Trustee is requested by any department or agency administering such benefits to petition a court or administrative agency for the release of trust principal or income for this purpose, or in the event any department or agency shall terminate payment or eligibility for any benefits to Beneficiary based upon the existence of or payments from this Trust, the Trustee is authorized to deny and contest such request or termination through administrative or judicial action and to defend any contest or other attack of any nature on this Trust and the public assistance program eligibility of Beneficiary. Trustee is also authorized to settle or otherwise compromise, in

whole or in part, any such claim or litigation. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Trust.

E. Trust Estate Unavailable to Beneficiary.

Under no circumstances shall Beneficiary have the power or authority to demand any distribution from the Trustee, who is under no obligation, implied or otherwise, to make any distributions to Beneficiary. Further, the Trustee may withhold distributions to Beneficiary if, in the Trustee's sole discretion, such amounts would not be consistent with the intentions expressed in this Agreement. The Trustee shall use its best efforts to avoid distributions which may cause termination of public or private benefits which Beneficiary is or may be eligible to receive during the term of this Trust.

F. Administration Expenses.

The Trustee is authorized to pay or pre-pay out of the income or principal of this Trust any expenses of administration related to the Trust, including reasonable attorney's fees, fees and expenses relating to the administration or termination of a guardianship or any legal action commenced by or on behalf of Beneficiary prior to Beneficiary's death, and the Trustee should further consider purchasing a reasonable burial plan and paying the expenses relating to Beneficiary's funeral and burial.

G. Acquisition and Maintenance of Residential Real Estate.

1. To the extent permitted by the laws, regulations or policy provisions pertaining to any state or federal public benefit program for which Beneficiary may be eligible, the Trustee is authorized to purchase, maintain, improve or replace a residence or any interest in a residence where the Beneficiary may reside, whether by purchase, lease or purchase of an interest in any such residence, including any portion of a residence which may be owned by a family member. If the Trust shall at any time own such realty, the Trustee may permit Beneficiary's occupancy or use without charge in such manner as, in the opinion of the Trustee, best serves Beneficiary's needs, without the necessity of turning such property into cash or gaining an income therefrom.

2. To the extent permitted by the laws, regulations or policy provisions pertaining to any state or federal public benefit program for which Beneficiary may be eligible, the Trustee is authorized to pay out of the income or principal of this trust any taxes, insurance and maintenance expenses needed to keep the residential or replacement property in suitable repair, or any portion thereof and to collect rent from other occupants of the property, as the Trustee deems proper. These powers may be exercised for the benefit of Beneficiary, even if Beneficiary is residing with family member(s) who may also be serving as a Trustee.

3. To the extent permitted by the laws, regulations or policy provisions pertaining to any state or federal public benefit program for which Beneficiary may be eligible, the Trustee may acquire furnishings, make home improvements and provide for regular household assistance to Beneficiary.

4. The Trustee is expressly authorized, in its absolute discretion, to permit any family member of Beneficiary, who is residing now or at any time in the future upon any real property forming a part of the Trust Estate to continue residing there on such terms as the Trustee shall deem proper, whether rent free or in consideration of payment of taxes, insurance, maintenance, and ordinary repairs, or otherwise.

H. Emergency or Material Change of Circumstances.

In the event of an emergency or any other condition which the Trustee reasonably believes threatens the life, safety or security of Beneficiary, or any material change of circumstances, the Trustee has full and unrestricted discretion to administer this Trust so as to alleviate the condition and address the change of circumstances in keeping with Beneficiary's best interest, which is of primary importance in the administration of this Trust.

ARTICLE 3. ADMINISTRATIVE GUIDANCE TO THE TRUSTEE

A. Discretion of Trustee.

As used herein, "discretion" shall mean sole, exclusive, unrestricted and absolute discretion. Discretionary powers are exercisable in the sole and absolute discretion of the Trustee, and the Beneficiary of this Trust shall have no right or power to enforce or object to the lawful exercise of such powers.

B. Maintain Eligibility for Public Benefits.

In the event that Beneficiary is unable to do so independently, the Trustee shall, in the exercise of its best judgment and fiduciary duty, seek support and maintenance for Beneficiary from all available public and private resources, including but not limited to, the Supplemental Security Income Program ("SSI"); Supplemental Income Program ("SIP") of Mississippi or any other state; the Old Age Survivor and Disability Insurance Program ("OASDI"); the Medicaid Program, and any additional, similar, or successor program; and from any private support sources. If a guardian or conservator is appointed, the Trustee shall request that the guardian or conservator seek such support or maintenance. The Trustee shall take into consideration the applicable resources and income limitations of any public assistance program for which Beneficiary is eligible when determining whether or not to make any discretionary disbursements. In carrying out the provisions of this Trust, the Trustee shall be mindful of the present and probable future special needs of Beneficiary. The Trustee shall, with reasonable frequency, reevaluate Beneficiary's living conditions, treatment and morale.

C. Restrictions on Trustee's Discretion.

1. Only if any need of Beneficiary's is not otherwise adequately provided for by private or governmental financial assistance and benefits or by the providers of services, the Trustee may pay or apply for the benefit of Beneficiary, such amounts from the principal or income, or both, of this Trust up to the whole thereof, as the Trustee, in its sole discretion, may

from time to time deem necessary or advisable for the satisfaction of Beneficiary's special needs, if any. Any income not distributed shall be added annually to principal.

2. In determining whether the existence of the Trust has the effect of rendering Beneficiary ineligible for any program of public benefit, the Trustee is hereby granted full and complete discretion to initiate steps rendering Beneficiary eligible for any such program of public benefit and is hereby granted full and complete discretion to initiate either administrative or judicial proceedings, or both, for the purpose of determining eligibility. All costs relating thereto, including reasonable attorney's fees, shall be a proper charge to the Trust.

3. In the event that the Beneficiary shall become ineligible for any program of public benefit, the Trustee is authorized to obtain the authorization of a court of competent jurisdiction to terminate this Trust, and distribute outright the balance of the Trust Estate in accordance with the ruling of such court.

D. Consultation with Advisors.

1. The Trustee shall, at least annually, and may at other times chosen by the Trustee, consult with an attorney or other consultant with appropriate knowledge and expertise in the area of public benefits and trust law to review applicable state and federal laws, regulations and other requirements of the public benefit programs and to review the appropriateness of the Trust distributions and expenditures so that the public benefits eligibility of Beneficiary is not jeopardized by inappropriate actions or distributions by the Trustee. The cost of such professional consultations may be paid by the Trustee from Trust assets.

2. The Trustee may seek the counsel and assistance of Beneficiary's advocate, guardian or conservator, if any, and any state and local agencies which have been established to assist persons with similar disabilities and limitations. The Trustee may use the resources of the Trust Estate to aid Beneficiary's advocate, guardian or conservator as appropriate, in identifying programs which may be of social, financial, developmental or other assistance to Beneficiary. However, the Trustee shall not in any event be liable to Beneficiary, the remaindermen of this Trust or any other party for any acts as Trustee hereunder so long as the Trustee acts reasonably and in good faith. For example, the Trustee, as well as Beneficiary's advocate, guardian or conservator, shall not be liable for the failure to identify each and every program or resource which might be available to Beneficiary on account of Beneficiary's disabilities and limitations.

3. The Trustee is authorized to employ investment counsel, financial advisors, corporate co-trustees, custodians of trust property, brokers, accountants, lawyers, realtors, rental agents, and other agents in those instances where the Trustee, in the exercise of discretion, deems it necessary or advisable, and to pay reasonable fees in connection therewith from principal or income, or both. The Trustee shall be free from liability for neglect or misconduct of any such agent, provided such agent was selected and retained with reasonable care. Trustee may, at its discretion, obtain and compensate a correspondent trust fiduciary or other agent to hold, manage or otherwise dispose of real property located in another jurisdiction.

4. It is a purpose of this Trust, which is precatory and not mandatory, that disbursements may be made from the Trust Estate for such advocates, both legal and non-legal, as may be necessary in order to protect any and all rights of Beneficiary, as well as to protect the integrity of this Trust. The Trustee is authorized, in its discretion, to take whatever administrative or judicial steps may be necessary to continue Beneficiary's eligibility for benefits, including obtaining instructions from a court of competent jurisdiction ruling that the Trust corpus is not available to Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Trust estate.

E. Annual Evaluation of Beneficiary.

The Trustee is requested (but not required) to conduct or arrange for an annual evaluation of Beneficiary, addressing Beneficiary's needs and circumstances such as: physical condition; educational, residential, vocational and training opportunities; recreational, leisure and social needs; appropriateness of existing program services; and the availability of governmental financial assistance and private contractual benefit programs. The Trustee or its agent(s) are requested to personally visit Beneficiary at Beneficiary's residence at periodic intervals determined appropriate by the Trustee, to assess Beneficiary's living conditions, to assess the treatment given Beneficiary by caregivers, and to let Beneficiary know that Trustee is Beneficiary's friend and advocate.

F. Trustee Environmental Exculpation.

No Trustee shall be liable for any loss or depreciation in value sustained by the Trust as a result of the Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

G. Trustees' Exemptions Regarding Bond, Inventorying and Reporting.

The Trustee, successor Trustee, and any Co-Trustee at any time serving hereunder, shall not be required to give bond or other security, or file any formal inventory, accounting or appraisal with any court regarding the performance of Trustee's duties hereunder, unless required to do so by a duly entered order of a court of competent jurisdiction over this Trust.

H. Annual Accounts.

The Trustee shall render and maintain an annual account of the administration of the Trust to the Beneficiary or to the legal representative of Beneficiary. Such accounting shall include a schedule of receipts and disbursements of the Trust and a copy of any Federal fiduciary income tax return filed by the Trust. In addition, the Trustee shall furnish to Beneficiary at least annually documentation of the investment status of the Trust Estate.

I. Notices to Beneficiary.

Any time when Beneficiary is entitled to receive a notice, the Trustee may give such notice in writing by fax, regular mail, overnight courier or hand delivery, in the Trustee's discretion, to Beneficiary at Beneficiary's last known address if Beneficiary is competent to receive such notice or, if not, to Beneficiary's legally appointed guardian or conservator of the person or estate of Beneficiary or to any suitable person with whom Beneficiary resides or who regularly provides care for Beneficiary.

ARTICLE 4. TERMINATION OF TRUST

A. Termination Upon Death of Beneficiary.

This Trust shall not continue beyond the death of Beneficiary, except that the title, powers, duties, immunities and discretion herein conferred upon the Trustee shall continue after termination of the Trust and until final distribution. Upon Beneficiary's death, or as soon as practical thereafter, the Trustee shall distribute the remaining corpus of the Trust Estate and any accumulated income in accordance with the provisions for distribution set forth herein.

B. Payment of Final Expenses and Taxes.

The Trustee may pay or hold in reserve for payment an amount of money, which in Trustee's opinion will be necessary, to pay the funeral and burial expenses of Beneficiary to the extent not covered by life insurance on Beneficiary's life or any other funds set aside for such funeral or burial expenses. The Trustee may also withhold an amount in reserve to cover any estate, gift, trust or income taxes or final trust administration expenses which are or may be due upon or by reason of the death of Beneficiary. The decision as to the amount held in reserve shall be binding upon the remaindermen. Any amounts left after such reimbursement shall be distributed to the remaindermen as listed in the following section.

C. Remaindermen.

After payment of funeral and/or burial expenses incurred upon the death of Beneficiary, the Trustee shall distribute the remaining principal and income of the trust to or for the benefit of one or more persons or organizations as Beneficiary may appoint by specific reference thereto in the last will and testament of Beneficiary, admitted to probate. Such appointment may be outright or in trust.

If Beneficiary shall fail to exercise the power of appointment, in whole or in part, then upon the death of Beneficiary, the Trustee shall distribute all remaining assets, principal and accumulated income, if any, to William Clark Hamilton. In the event said remainder Beneficiary shall have predeceased Beneficiary, then the remaining principal and income, if any, shall be distributed to the remainder beneficiary's child(ren), if any, in equal shares, *per stirpes*.

During the minority or legal incapacity of any remainder Beneficiary to or for whom

income or principal is authorized or directed to be paid, my Trustee, in its sole discretion, may pay, transfer or assign same in any one or more of the following ways: (a) directly to such Beneficiary such amount as it may deem advisable; (b) to the guardian or custodian of the person or of the property of such Beneficiary; (c) to a relative of such Beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the Beneficiary; (d) to any person or financial institution, including the Trustee, as custodian under the Uniform Transfers to Minors Act of any state, and in all other ways provided by any statute dealing with gifts or distributions to or for minors or persons under disability, or to any trust then in existence of which such minor is a Beneficiary; (e) by expending such income or principal directly for the education, support and maintenance of such Beneficiary. My Trustee shall have the power in its uncontrolled discretion to determine whether a Beneficiary is incapacitated, and its determination shall be conclusive. Any such distribution by the Trustee shall be without continuing court supervision or the intervention of a guardian or other personal representative and without giving or requiring any bond, and any distribution so made shall be without obligation on the part of the Trustee to see to the further application thereof. A receipt for any such distribution by the recipient thereof shall fully discharge the Trustee.

Further, if any remainder Beneficiary shall be a minor or be under any legal disability, his or her share shall be vested in him or her, but the Trustee, in its sole discretion, may hold such share in trust and distributions shall be postponed until the Beneficiary attains such age or until such disability has been removed. The Trustee is authorized to pay to or for the benefit of said Beneficiary such part of the income or principal of the retained share as the Trustee considers advisable for said Beneficiary's education and maintenance and may add to the principal any income not so expended, and shall, subject to the following paragraph of this Article, distribute to such Beneficiary, all remaining principal and income at the termination of the Beneficiary's minority or legal disability.

If in the sole and complete judgment of the Trustee, a remainder Beneficiary (at any time such Beneficiary would otherwise be entitled to receive a distribution of principal or income from the trust estate) shall not have manifested the ability which would qualify such Beneficiary prudently to use and conserve the principal or income of the trust estate provided to be distributed to such Beneficiary, then and in such event, the Trustee is fully authorized to withhold and defer the delivery and conveyance of any part or all of such principal or income distribution until the Trustee shall deem such Beneficiary to be qualified to prudently use and conserve the same; provided, however, such principal or income so retained shall continue to be administered as an integral part of such Beneficiary's trust estate and may thereafter, as the Trustee deems wise, be paid over and delivered to such Beneficiary in whole or in part and from time to time as and when the Trustee has determined such Beneficiary is qualified to prudently use and conserve the same.

ARTICLE 5. TRUSTEE(S)

A. Identity.

The initial Co-Trustees of this Trust shall be William H. Hamilton, Jr. and Theresea C. Hamilton. In the event either of said Co-Trustees shall become unable or unwilling for any

reason to serve in such capacity, then the remaining Co-Trustee may continue to serve as sole trustee. In the event both of said Co-Trustees shall become unable or unwilling for any reason to serve in such capacity, then the successor Trustee shall be David B. Cummins, Sr. In the event David B. Cummins, Sr. shall be or become unable or unwilling for any reason to serve in such capacity, then the successor Trustee shall be David B. Cummins, Jr.

B. Successor or Substitute Trustees.

1. Any Trustee hereof shall, while serving in that role, have the authority to nominate and appoint any person (excluding Beneficiary and Beneficiary's spouse or child), financial institution or trust company, and to cause any such person, financial institution or trust company to be nominated and appointed, as a successor Trustee to serve in such capacity in the event the initial Trustee shall become unable or unwilling to serve in such capacity; provided, however, that any successor Trustee named herein may be replaced by the initial Trustee only in the event the initial Trustee determines such replacement to be in the best interest of Beneficiary and the Trust Estate. Any Trustee hereof, shall, while serving as sole Trustee, have the authority to appoint any person (excluding Beneficiary and Beneficiary's spouse or child), financial institution or trust company, and to cause any such person, financial institution or trust company to be appointed as a Co-Trustee hereof ("Co-Trustee" herein); provided, however, that any such Co-Trustee shall be an "independent trustee" as defined in the Internal Revenue Code. If such a Co-Trustee shall be serving, Trustee shall have the authority to petition a court of competent jurisdiction over this trust for the removal or replacement of such Co-Trustee. Any corporate Co-Trustee must be a bank or trust company or financial institution then qualified and licensed to do business in Mississippi.

2. If Trustee and any successor Trustee shall at any time resign, fail to qualify or cease to serve as the Trustee hereunder for any reason, then the successor Trustee shall be designated by Beneficiary's guardian or appointed by a court of competent jurisdiction in keeping with the provisions of Mississippi Code Annotated Section 91-9-201 et seq (as amended).

3. Any Trustee, upon ceasing to serve, shall pay over, deliver, assign, transfer and convey to the successor Trustee (and to a successor Co-Trustee who qualifies and accepts appointment to serve in that role, if any) the trust estate as it shall then be constituted and which is under its control, and it shall make a full and proper accounting to the successor Trustee, whereupon the replaced Trustee, after such accounting is accepted and approved and the trust estate is fully received, shall be discharged and have no further responsibility under this Trust Agreement. Upon the failure of a replaced Trustee to make such conveyance and accounting, the successor Trustee or Beneficiary may apply to any court having jurisdiction of this trust and such court may compel the conveyance and accounting by the replaced Trustee. The successor Trustee upon acceptance of this trust and the trust estate shall succeed to and possess all the rights, powers and duties, authority and responsibility conferred upon the replaced Trustee.

C. Compensation of Trustees.

A Trustee other than a parent, spouse or child of Beneficiary shall be entitled to such reasonable compensation as may be allowable under the laws of the State of Mississippi for trustees. Any Trustee shall be entitled to be reimbursed for the reasonable expenses incurred in the administration of this Trust. Any corporate or independent Trustee or Co-Trustee hereof shall be entitled to compensation in accordance with the reasonable schedule of fees as from time to time maintained by trust institutions in the state for such trusts.

D. Powers of Trustees.

The Trustee shall have those powers, duties and discretions listed in the following sections in addition to those otherwise granted herein, and by the Mississippi Uniform Trustees' Powers Law, Mississippi Code Annotated Sections 91-9-101 et seq, (1972 as amended), except as elsewhere herein specifically restricted.

1. Exercise of Power.

The Trustee may freely act under all or any of the powers given the Trustee by this Trust Agreement in all matters concerning the trust after exercising the Trustee's best judgment in a good faith manner based upon all the circumstances of any particular situation known to Trustee as to the best course to follow in the interest of this Trust and of Beneficiary, without the necessity of obtaining the consent or approval of any court and notwithstanding that the Trustee may also be acting individually or as Trustee of other trusts; provided that the Trustee shall exercise such powers at all times in a fiduciary capacity in the best interest of Beneficiary.

2. Trust Property.

To manage, control, operate, invest, reinvest, sell, exchange, lease, mortgage, encumber, or deal with the property of this Trust for and on behalf of the trust and Beneficiary to the same extent and with the same powers that any individual would have in respect to his or her own property and funds.

3. Maintenance of Investments.

To hold any or all of the trust estate in the form of investment in which it is received.

4. Title of Investments.

To hold investments or any part of the trust estate in common or undivided interest with other persons.

5. Investments.

To invest and reinvest the trust estate without limitation, in investments of any kind, real or personal, including without limitation stocks, bonds, notes, mortgages, land minerals, royalties, leaseholds, and to participate in partnerships, joint ventures, and other business enterprises.

6. Participation In Corporate Activities.

To participate in any reorganization, consolidation, merger, or dissolution of any corporation, the stocks, bonds, or securities of which may be held at any time as part of the trust estate.

7. Voting on Trust Investments.

To vote in person or by proxy on shares of stock or other investments which may at any time be a part of the trust estate.

8. Disposal of Trust Property.

To sell at public or private sale, to mortgage, pledge, or hypothecate, or to exchange or lease any stocks, notes, securities, real estate, minerals, or any other trust property upon such terms, cash or credit or both, as the Trustee may deem advisable.

9. Borrowing on behalf of Trust.

To borrow funds for this Trust in such amounts and for such purposes as the Trustee may deem proper and to purchase property on the credit of this Trust and in connection therewith, or in connection with such borrowing, to execute and deliver promissory notes or other evidence of indebtedness of this Trust, and to mortgage or pledge all or any part of the Trust to secure payment of such indebtedness and to repay such indebtedness out of the trust estate.

10. Settlement of Claims.

To demand, receive, provide receipt for, and collect any and all rights, money, properties, or claims to which this Trust may be entitled, and to compromise, settle, or abandon any claim in favor of or against this Trust.

11. Litigation.

To prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of a trust or the Trustee; to pay, compromise, release, adjust, or submit to arbitration any debt, claim or controversy; and to insure the trust against any risk, and the Trustee against liability, with respect to third persons.

12. Real Property; Investigation and Handling of Environmental Issues.

To construct, repair, improve, or demolish any improvements upon any real property held by the Trust; and to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the trustee under this subparagraph may be charged against income or principal as the Trustee shall determine.

13. Insurance.

The Trustee has discretion to purchase whatever insurance is deemed by the Trustee useful or advisable to protect the trust estate against any damage or loss and to protect the Trustee against liability with respect to third parties.

14. Life insurance.

To purchase, pay premiums, assessments, or other charges with respect to, cancel, convert, or modify, policies of life insurance on the life of Beneficiary and for the benefit of Beneficiary or the trust and to hold and to pay for the same as an investment and an asset of the estate, any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine, so long as the face amount of the life insurance policy does not exceed the maximum amount allowed by SSI or other applicable benefit programs. The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies, and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

15. Preparation of Tax Returns and Elections.

(a) To prepare and file all types of tax returns, forms and schedules and arrange for payment with respect of all local, state, federal, and foreign taxes incident or applicable to this Agreement; to prepare all necessary fiduciary income tax returns; and to make all necessary and appropriate elections in connection therewith in its discretion.

(b) To pay any of Beneficiary's income tax liability that results from income received by the Trust but properly reported on Beneficiary's income tax return. The funds used to pay any such income tax liability shall be paid directly to the appropriate tax authority and

shall not be available to Beneficiary. Beneficiary shall not have any right to or interest in any such funds paid by the Trustee.

(c) In the event of a tax refund, any amount refunded shall be paid directly to the Trustee to the extent such refund is attributable to amounts previously paid by the Trustee. Beneficiary or Beneficiary's guardian or conservator shall execute any letters, powers of attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee.

16. Avoidance of Tax Liability.

To enter into agreements with any taxing agency, including but not limited to the Internal Revenue Service and any state taxing agency, in such a way as to circumscribe the scope in which the administrative provisions of the Trust may be implemented to insure that the Trust shall not cause any unanticipated tax liability of any kind and to provide such taxing agency with any necessary disclaimer or agreements restricting the discretion of the Trustee in further transactions or any other matter which may be in the best interest of the Trust estate and the Beneficiary of the Trust.

17. Division of Trust Estate for Distribution.

When the Trustee must divide any of the trust estate into parts or shares for the purpose of distribution, or otherwise, the Trustee may, in its discretion, make the division and distribution in identical interest, in kind, or partly in kind and partly in money, pro rata or non-pro rata. Also, the Trustee may make such sales of the property of the trust estate as the Trustee deems necessary to accommodate such distributions.

ARTICLE 6. TRUSTEE – RIGHT TO AMEND TRUST

In furtherance of this trust, the Trustee shall have the power, which is hereby specifically given, to amend the terms of this Trust for the purpose of maintaining an effective trustee and/or complying with the requirements for Medicaid assistance under Title XIX of the Social Security Act and under the Medicaid laws of the State of Mississippi, and rules and regulations thereunder and any other federal or state law that may impact this Trust or the payment of benefits to or on behalf of Beneficiary.

A. The Trustee may modify or amend the following:

1. The trust administrative provisions relating to the identity, qualifications, succession, removal and appointment of the Trustee; provided, however, that no such amendment may provide that Beneficiary or Beneficiary's spouse or child may be a Trustee hereof;

2. The financial powers enumerated in this instrument;

3. The terms of the Trust created in this instrument with respect to the purposes for which the Trustee may distribute trust income and principal, and the circumstances and factors that Trustee may take into account in making such distributions;

B. The Trustee acting from time to time, on his or her own behalf, or on behalf of any or all successor Trustee(s), may at any time irrevocably release, renounce, suspend, cut down or modify to a lesser extent any or all powers and discretions conferred under this instrument by a written instrument delivered to the Trustee.

C. The Trustee shall exercise its powers under this provision as Trustee alone shall determine, and Trustee shall not be liable to Beneficiary or in any way for the exercise or non-exercise of these powers, or for the manner in which Trustee may exercise such powers, except for willful or deliberate malfeasance, and Trustee may, in addition and if Trustee chooses, rely absolutely on the opinion of counsel competent in the area of trust administration in Trustee's exercise of the power to amend this instrument under this provision.

ARTICLE 7. GENERAL PROVISIONS

A. Governing Law; Severability.

All questions relating to the validity and construction of this Trust, the determination of the share of the Beneficiary, the dates, powers, authority and discretion of the Trustee, and all other matters in connection therewith, shall be governed by, and the Trust shall be administered in accordance with, the laws of the State of Mississippi. If any provisions of this Trust shall be invalid or unenforceable, the remaining provisions hereof shall subsist and be carried into effect.

B. Spendthrift Clause.

No interest in the principal or income of the Trust Estate, or of any trust established for any remainder Beneficiary under the term hereof, shall be anticipated, assigned or encumbered, or shall be subject to any creditor's claim or legal process, prior to its actual receipt by or for the Beneficiary thereof. Furthermore, because the Trust Estate is to be conserved and maintained for Beneficiary's special needs throughout Beneficiary's life, no part of the corpus thereof, neither principal nor undistributed income, shall, during Beneficiary's lifetime, be construed as part of Beneficiary's estate or be subject to the claims of voluntary or involuntary creditors.

C. Perpetuities.

If not sooner terminated pursuant to the terms of this Trust, any trust created hereunder shall terminate on the last date which would be in compliance with the Rule Against Perpetuities as the same may be in effect in the state of Mississippi, and if a trust terminates pursuant to the terms of this paragraph, the principal thereof shall be paid over to the Beneficiary thereof.

D. Interpretation; Headings.

Whenever used herein, and to the extent appropriate, the masculine, feminine or neuter gender shall include the other two genders, the singular shall include the plural, and the plural shall include the singular. The headings and paragraph captions contained in this trust agreement are not a part of this trust agreement. They are only for the convenience of the parties and do not in any way modify or amplify this trust agreement. They do not give full notice of any of the terms, covenants, or conditions of any portion of this trust agreement and are not relevant to the interpretation of any provision of this trust agreement.

ARTICLE 8. DEFINITIONS

A. **Trustee.** "Trustee" shall include the initial Trustee hereof and any successor Trustee or Co-Trustee.

B. **Death.** The death of Beneficiary or of a Trustee shall be evidenced by presentation of a certified copy of such person's death certificate to the Trustee or successor Trustee or Co-Trustee as the case may be.

C. **Incapacity.** "Physical or mental incapacity", as applied to disqualify a Trustee, shall include any physical or mental condition of such person which renders that person unable to conduct his/her financial affairs and which condition is likely to extend for a period of greater than sixty (60) days. A condition of incapacity as so defined shall be conclusively established by the written certificate or statement of the incapacitated Trustee's regularly attending physician, or two doctors authorized to practice medicine in the Trustee's state of residence, filed with and accepted by the successor Trustee, or in the case of an incapacitated Co-Trustee, filed with and accepted by the other Co-Trustee. Each individual Trustee, by accepting such role, for the sole purpose of determining his or her incapacity, (i) hereby authorizes any "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to disclose protected health information about such individual Trustee and further (ii) hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege that may exist in such Trustee's favor and hereby authorizes physicians to examine such Trustee and disclose the physical or mental condition of such Trustee in order to determine the incapacity or capacity of such person for purposes of acting in the role of Trustee according to the terms of this document. Refusal to permit such examination or disclosure shall be grounds for removal of such individual Trustee.

D. **Special needs.** As used in this trust, the term "special needs":

1. Refers to the requisites for maintaining Beneficiary's good health, safety, comfort, and happiness when, in the absolute discretion of the Trustee, and only when such requisites are not being provided by any public agency, office, or department of the State of Mississippi, or of any other state in which the Beneficiary may reside, or of the United States or by any private agency, or are not otherwise being provided by another source of income available to Beneficiary.

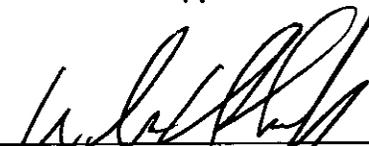
2. Shall include, but not be limited to, supplemental medical care and dental expenses, annual independent check-ups, assistive technology, programs of training, education, treatment and rehabilitation, eye glasses, hearing aids, cosmetic surgery or other non-essential medical procedures, transportation (including vehicle purchase), maintenance, insurance, purchase or modification of housing, psychological support services, recreation, entertainment, payment of Beneficiary's legal obligations, supplemental attendant and custodial care, and similar care or services that would enhance the quality of life of Beneficiary and which would not be paid for by private insurance or government entitlements.

3. Shall include, but not be limited to, the hiring of professionals to assist the Beneficiary. It is contemplated that the types of professionals that may be needed to assist Beneficiary will be social workers, caretakers, medical professionals who would not otherwise accept government entitlements, legal counsel, accounting professionals, vocational counselors, educational counselors, tutors, feeders, therapists, any medical professionals or personnel, investment counsel, architects to advise on accessibility matters, rehabilitation technical engineers and technicians, and computer or augmentative communication technicians who would not otherwise accept or be paid for fully by government entitlements.

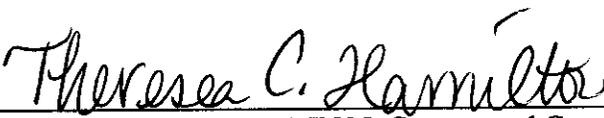
4. May include, by way of illustration and not by way of exclusion, spending money (subject to the income limitations of any public benefit program); telephone, television and telecommunications services; electronic equipment, such as radios, television sets, audio and video recording and playback devices and computer equipment; vacations, movies, trips and recreational outings; payments for attendants to assist Beneficiary for travel, reading, driving, and cultural experiences, periodic outings and vacations; and other items to enhance Beneficiary's self-esteem or situation.

IN WITNESS WHEREOF, each Grantor and Trustee named below certifies that he/she has read the foregoing trust agreement and acknowledges that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the Trustee, and has executed this agreement, a true and correct photocopy of which may be used as effectively as the original, the day and year first above written, and each Trustee by his/her signature hereby accepts the appointment as Trustee and agrees to execute same in accordance with the terms and conditions thereof as such Trustee.

Executed and accepted this April 25th day of April, 2011.



 WILLIAM H. HAMILTON, JR., Grantor and Co-Trustee



 THERESEA C. HAMILTON, Grantor and Co-Trustee

ACKNOWLEDGEMENTS

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared this 25 day of April, 2011 before me, the undersigned authority for said jurisdiction, William H. Hamilton, Jr., who acknowledged that he executed the foregoing instrument of writing as Grantor and Co-Trustee on the day and year therein mentioned.

Sheila C Wilkes
NOTARY PUBLIC

My Commission Expires:

1/31/2015



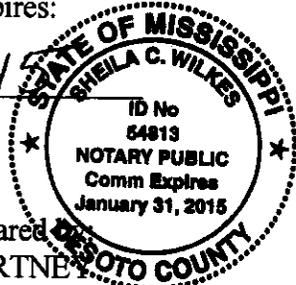
STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared this 25 day of April, 2011 before me, the undersigned Notary Public, the within named Theresea C. Hamilton, who acknowledged to me that she executed the foregoing instrument of writing as Grantor and Co-Trustee on the day and year therein mentioned as her voluntary act and deed.

Sheila C Wilkes
NOTARY PUBLIC

My Commission Expires:

1/31/2015



This instrument prepared by
RICHARD A. COURTNEY
R. SCANLON FRALEY
FRASCOGNA COURTNEY, PLLC
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RETURN TO:
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SOUTHAVEN, MS 38672