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BK 552 PG 192
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Glenn A. Weiss Trustee of the
Glenn A. Weiss Trust
GRANTOR

TO

LIFE ESTATE DEED

Carl K. Weiss and wife, Georgia Ann Weiss
GRANTEE(S)

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, Glenn A. Weiss, Trustee of the Glenn A. Weiss Trust, do hereby convey unto both, Carl K. Weiss and wife, Georgia Ann Weiss, each for their respective lives, a life estate in and to the property described to-wit:

Lot 84, The Village of Grove Park, located in Section 7, Township 3 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 82, Pages 39-40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

See the Certificate of Trust attached hereto for reference.

Possession will be given with delivery of this deed.

WITNESS SIGNATURE(S), THIS 23rd day of February, 2007.

Glenn A. Weiss, Trustee of the
Glenn A. Weiss Trust

BY: *Glenn A. Weiss* Trustee
Glenn A. Weiss, Trustee

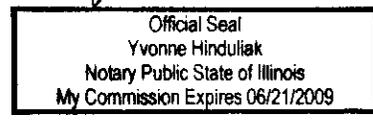
STATE OF MISSISSIPPI:
COUNTY OF DESOTO:

Personally appeared before me, the undersigned authority in and for the said County and State, the within named, Glenn A. Weiss, who acknowledged that he is Trustee of the Glenn A. Weiss Trust and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal of office, this the 23rd day of February, 2007.

Yvonne Hinduliak
Notary Public

My Commission Expires: 6/21/2009



Grantor's Address:
883 Martin Circle N.
Hernando, MS 38632
Home Number: na
Work Number: 890-7575

Grantee's Address:
883 Martin Circle North
Hernando, MS 38632
Home Number: na
Work Number: 890-7575

Prepared by:
Austin Law Firm, P.A.
6928 Cobblestone Drive, Suite 100
Southaven, MS 38672
662-890-7575

S02-07-0112

Austin

CERTIFICATION OF TRUST

The undersigned hereby certifies that the attached pages are true and accurate copies of the original pages contained in the original revocable trust known as the Glenn A. Weiss Trust dated October 2, 2006, executed by Glenn A. Weiss as trustee on the 2nd day of October, 2006. Pursuant to Article 11 of said trust, the trustee has the power to purchase and sell real property and borrow money. I hereby certify said trust document on this the 20th day of February, 2007.

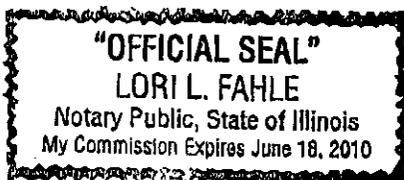


Richard W. Kuhn, Attorney at Law

Subscribed and Sworn to before me
this 20th day of February, 2007

Lori L. Fahle

Notary Public



GLENN A. WEISS TRUST

I, GLENN A. WEISS, have transferred ten dollars to myself as trustee. That asset and any other assets received by the trustee (the "trust estate") shall be held in trust subject to the provisions of this instrument.

**Article 1
Introduction**

1.1 Family. My "spouse" is LYNN F. WEISS. I have three (3) children now living, namely ERICA A. WEISS, born February 21, 1992, ZACHARY F. WEISS, born November 28, 1994 and CAROLINE E. WEISS, born July 1, 1999. I intend by this instrument to provide for all my children, including any born or adopted in the future.

1.2 Name of Trust. The name of this trust, as amended at any time and from time to time, shall be the GLENN A. WEISS TRUST DATED October 2, 2006.

1.3 Right To Amend or Revoke. I reserve the right from time to time to amend or revoke this instrument in whole or in part by instrument (other than my Will) signed by me, referring to this instrument, and delivered to the trustee during my life. If I revoke this instrument, the trustee shall deliver the trust estate to me or as I direct.

**Article 2
Lifetime Trust**

2.1 Payments During My Life. During my life the trustee shall administer the trust estate for my primary benefit (the "Lifetime Trust") as follows: As long as I am not incapacitated, the trustee shall pay to me as much of the income and principal as I shall request from time to time. If I become incapacitated, then while I am incapacitated, the trustee (a) shall pay to me as much of the income and principal as the trustee considers advisable for my health, maintenance in reasonable comfort, or best interests and (b) may pay as much of the income and principal as the trustee considers necessary for the health, maintenance in reasonable comfort, or education of any person dependent on me. Any income not so paid in each year and any income not so paid at my death shall be added to principal.

2.2 Determination of Incapacity. I shall be incapacitated if I am under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The determination of my inability shall be made in writing, signed by my personal physician and, if my spouse is then living and able to so act, by my spouse, and delivered to the trustee, or if I am then acting as trustee, to the successor trustee. The trustee may rely conclusively on that writing.

2.3 Exclusion Gifts. If I become incapacitated, then while I am incapacitated, the trustee may make Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts from the principal of the Lifetime Trust to any one or more of my descendants and their spouses in amounts the trustee considers appropriate. Gifts permitted under this

the beneficiary when the beneficiary attains age 21 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets. If at the time the trust is created or during the administration of the trust the beneficiary is under age 21, the trustee may terminate the trust and distribute the property to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act.

Article 8 Contingent Gift Provision

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed half to my heirs and half to my spouse's heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if my spouse and I had each died on the termination date unmarried and domiciled in Illinois.

Article 9 Trustee Succession

9.1 Successor Trustee. When I cease to act as trustee, my spouse shall be trustee.

9.2 Resignation. A trustee may resign at any time by signed notice to the co-trustees, if any, and to the income beneficiaries.

9.3 Individual Trustee Succession. Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may, by signed instrument filed with the trust records, (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination and on any stated contingency, and (b) amend or revoke the designation before the designated trustee begins to act.

9.4 Default of Designation. If at any time no trustee is acting and no designated trustee is able and willing to act, then JOHN FORD and THE NORTHERN TRUST COMPANY shall serve as co-trustees. If JOHN is unable or unwilling to so serve then THE NORTHERN TRUST COMPANY shall serve as trustee alone.

9.5 Corporate Trustee Substitution. A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

Article 10 Trustee Actions

10.1 Control. Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefore.

revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

10.8 Compensation. The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

10.9 Determinations by Trustee. The trustee's reasonable determination of any question of fact shall bind all persons.

10.10 Third-Party Dealings. The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

10.11 Exoneration of Trustee. Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

10.12 Bond. No trustee need give bond to, qualify before, or account to any court.

10.13 Powers of Successor Trustee. Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

Article 11 Trustee Powers

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

11.1 Retention. To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

11.2 Sale. To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms as the trustee sees fit;

11.3 Real and Tangible Personal Property. To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

11.4 Borrowing. To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

11.5 Investing. To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust or other securities, life insurance, partnership interests, general or limited, limited liability company interests, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

11.6 Joint Investments; Distribution; Determination of Value. To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; and to allocate or distribute undivided interests, different property, or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

11.7 Rights as to Securities. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

11.8 Conservation of Assets. To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

11.9 Delegation. To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers advisable;

11.10 Payment of Expenses and Taxes. To pay all expenses incurred in the administration of the trust and to pay all taxes imposed on the trust;

11.11 Determination of Principal and Income. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust); (b) reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation,

major repair, improvement, or replacement of trust property that the trustee deems advisable; and (c) any premium paid for interest-bearing debt obligations shall be amortized as an income expense;

11.12 Dealings with Fiduciaries. To deal with, purchase assets from, or make loans to the fiduciary of any trust made by me or a trust or estate in which any beneficiary under this trust has an interest, even though a trustee under this instrument is the fiduciary, and to retain any assets or loans so acquired, regardless of diversification and regardless of whether the property would be considered a proper trust investment; to deal with a corporate trustee under this instrument individually or a parent or affiliate company; and to deal with the fiduciary of any other estate, trust, or custodial account even though the fiduciary is a trustee under this instrument;

11.13 Compromising Claims. To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

11.14 Nominee Arrangements. To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

11.15 Elections Under Retirement Plans. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan, or insurance contract, the mode of distribution of the proceeds thereof, or change the beneficial ownership, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election or change;

11.16 Liability Insurance. To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

11.17 Accepting Additional Property. To accept additional property from any source and administer it as a part of the trust and, if the addition is made by a will, to accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

11.18 Environmental Matters. To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; and to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

11.19 Qualified Conservation Easements. To create, on land meeting the requirements of Code §2031(c)(8)(A), a qualified conservation easement, as defined in Code §2031(c)(8)(B), with or without the consent of any beneficiary, and to make the election provided in §2031(c)(6); and

11.20 Ability To Take Other Actions. To do all other acts to accomplish the proper management, investment, and distribution of the trust.

Article 12 Administrative Provisions

12.1 Administration After My Death. After my death, the trustee may hold the Lifetime Trust as a separate trust until all payments, allocations, and distributions from the Lifetime Trust directed by this instrument have been completed. If the Lifetime Trust is held as a separate trust under the preceding sentence, the trustee may from time to time distribute income or principal in satisfaction of the succeeding trusts, distributive shares, or gifts and shall (a) distribute the Lifetime Trust in complete satisfaction of such trusts, shares, or gifts as soon as practicable after my death and (b) distribute at least annually income attributable to any gift with respect to which a federal estate tax marital deduction is allowable in my estate.

12.2 Income Payments. Mandatory income payments shall be made at least quarterly.

12.3 Standard for Discretionary Payments. In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

12.4 Exercise of Power of Appointment. A lifetime power of appointment granted under this instrument may be exercised only by written instrument specifically referring to the power. A testamentary power of appointment granted under this instrument may be exercised only by a will specifically referring to the power. The appointment may be either outright or subject to such trusts and conditions as the holder of the power designates. The holder of the power may grant to any person to whom principal may be appointed further powers of appointment. In determining whether a testamentary power of appointment has been exercised, the trustee may rely on an instrument admitted to probate in any jurisdiction as the will of the holder of the power or may assume the power of appointment was not exercised in the absence of actual notice of the holder's will within three months after the holder's death.

12.5 No Advancements. No payment made to any beneficiary under this instrument shall be treated as an advancement.

12.6 Allocation of Assets and Income. For purposes of funding any pecuniary gifts (including any pecuniary formula gifts), the trustee may allocate or distribute assets in any manner, but the trustee shall value each asset at its fair market value on the date on which the asset is allocated or distributed. Any pecuniary gift (including any pecuniary formula gift) in trust or to my spouse shall include a pro rata share of the income of the trust estate from the date of my death to the date or dates of allocation or distribution.

12.7 Small Trust Termination. The trustee may terminate any trust with a value at the time of termination less than the Minimum Trust Value. This power may not be

