

#2002-124

FILED
THIS DATE

FEB 22 2002

MIKE CROOK
CHANCERY CLERK
By: *[Signature]* D.C.

LAST WILL AND TESTAMENT

OF

ALICE P. HILL

I, ALICE P. HILL, an adult resident of Madison, Madison County, Mississippi, make this my Will and revoke all prior Wills and Codicils.

ITEM I.

I have one grandchild, DANIEL LAWSON HILL.

The words "great-grandchild" and "great-grandchildren" shall include any children hereafter born to my grandson, DANIEL LAWSON HILL. "Descendants" shall include any person hereafter born to any of my descendants. Each of the words "child," "children," "grandchild," "grandchildren," "great-grandchild," "great-grandchildren," and "descendants" shall be deemed to include an adopted child or adopted children, irrespective of any provisions of law establishing a contrary presumption, and shall specifically include my grandson, DANIEL LAWSON HILL, his children, and his descendants.

ITEM II.

I appoint AMSOUTH BANK, Jackson, Mississippi, as Executor of my estate under this Will.

FOR IDENTIFICATION

A.P.H.

ITEM III.

My Executor shall pay all funeral expenses, costs of administration and other proper claims against my estate. My Executor may, in my Executor's discretion, pay all or any portion of the administration expenses out of the income and/or principal of the estate during the period of administration and may elect in accordance with applicable federal tax laws, to deduct such expenses either for federal estate tax purposes or federal income tax purposes, or partly for one and partly for the other, irrespective of the source of payment, and without reimbursement or adjustment of the estate accounts or the amounts to which the beneficiaries of my estate may otherwise be entitled.

ITEM IV.

All Section references, as used in this Will, refer to the Internal Revenue Code of 1986, as amended, or any corresponding provisions of future laws.

Unless otherwise provided, in referring to the Trustee, any neuter terminology also includes the masculine and feminine or vice versa and any reference in the singular shall also include the plural or vice versa.

Where used throughout this Will, the terms "Executor," "Executrix," and "Administrator" may be used interchangeably and shall apply to whoever may be serving as personal representative of my estate, whether one or more than one, and to any successor Executor or Administrator.

ITEM V.

I give and bequeath the sum of Ten Thousand Dollars (\$10,000) to the First Presbyterian Church of Corinth, Mississippi.

FOR IDENTIFICATION

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ITEM VI.

I give and bequeath the sum of Ten Thousand Dollars (\$10,000) to my daughter-in-law, KATHY HILL.

ITEM VII.

I give, devise and bequeath to AMSOUTH BANK, Jackson, Mississippi, as Trustee under the terms set forth in this Will, the rest and residue of my estate, real and personal, of whatsoever kind or character and wheresoever situated. This trust shall be for the benefit of my grandson, DANIEL LAWSON HILL.

The Trustee shall hold, administer and distribute the assets of the trust under the following provisions.

A. The Trustee shall pay to my grandson as much of the net income and principal as the Trustee, in the Trustee's discretion, deems advisable for his support, maintenance, and health, including any hospital or other institutional care, of my grandson, and for the maintenance of his accustomed standard of living. These distributions shall be made in proportions and amounts and at such intervals as the Trustee determines. Any income not distributed shall be added to principal and distributed in accordance with subsequent provisions. In making distributions, the Trustee shall consider the needs of my grandson and the funds available to him from other sources.

B. As and when my grandson graduates from high school, the Trustee shall purchase for him an automobile, the purchase price of which does not exceed the sum of Twenty-five Thousand Dollars (\$25,000). As and when my grandson graduates from a college or university, the Trustee shall distribute to him outright the sum of Five Thousand Dollars (\$5,000).

FOR IDENTIFICATION

A.P. J.L.

C. As and when my grandson attains the age of thirty (30) years, the Trustee shall distribute to him one-third (1/3) of his trust estate at that date. As and when my grandson attains the age of thirty-five (35) years, the Trustee shall distribute to him one-half (1/2) of his trust estate at that date. Thereafter when my grandson attains age forty (40) years, the Trustee shall distribute to him the remainder of his trust estate. If at the time of my death, my grandson has attained the age required herein for distribution of part or all of the principal of his trust, such part or all of that principal shall be distributed to my grandson at that time.

D In the event my grandson is deceased with children surviving at the time of my death or in the event my grandson dies, with children surviving, before the assets of his trust are distributed to him, the assets of his trust shall be held in trust for my grandson's children. Income and principal shall be distributed to them under the standards as provided in paragraph A of this ITEM VII.

The assets of a trust for the children of my grandson (being my great-grandchildren) shall be distributed, in equal shares, to the children of my deceased grandson when the youngest living child of such deceased grandson of mine attains the age of twenty-one (21) years, except that the then living descendants of a deceased great-grandchild of mine shall take, per stirpes, the share the great-grandchild would have taken if living.

E. Notwithstanding any provision herein to the contrary, the Trustee shall retain in trust for the benefit of any beneficiary, any distribution otherwise required to be made to such beneficiary, if in the Trustee's sole discretion such beneficiary is, at the time the distribution would otherwise be required, involved in a lawsuit, addicted to alcohol, drugs, or other chemical substances, is a party to a pending divorce or marital separation proceeding, is in bankruptcy, or is currently under suit or collection proceedings by

FOR IDENTIFICATION

A.P.D.

creditors, whether or not such beneficiary is in bankruptcy proceedings. The Trustee shall make reasonable inquiries before making distributions of principal to the beneficiaries to ascertain whether any beneficiary is then under any of the above described conditions. In making a determination that a beneficiary is addicted to alcohol, drugs, or other chemical substances, the Trustee may rely upon the opinion of a physician who has examined the beneficiary. The Trustee may request that the beneficiary be examined by a physician designated by the Trustee and if the beneficiary refuses to be examined by such physician, the Trustee shall not make any distributions to the beneficiary until such time as the beneficiary agrees to be examined by such physician. As and when the beneficiary whose distribution was delayed has recovered from, has resolved, or has been relieved of such condition, the Trustee may then make distribution to such beneficiary of the distribution which was delayed by the Trustee in accordance with this provision.

F. In the event all of the persons and classes designated as beneficiaries of this trust die prior to the distribution of all trust assets, the trust assets shall be distributed as follows:

- (1) To my daughter-in-law, KATHY HILL, the sum of One Hundred Thousand Dollars (\$100,000) shall be distributed to her outright, if she has not remarried at the time of my death.
- (2) The remaining trust assets shall be distributed in equal shares to my nieces and nephews, except that the then living descendants of a deceased niece or nephew of mine shall take, per stirpes, the share my niece or nephew would have taken, if living.

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G. The Trustee shall permit each beneficiary to elect by written direction to the Trustee, at the time all or any portion of his or her trust is to be distributed to him or her, to have such property remain in trust under the terms and provisions hereof for the balance of his or her life or until such time as such beneficiary shall request that the trust assets, or any part thereof, be distributed to him or her outright. In the event of the death of a beneficiary during the period in which the trust is so continued, the Trustee shall make immediate distribution of that beneficiary's trust assets to his or her estate.

H. If at any time, in following the provisions of this Will, the Trustee is required to distribute all or any part of the principal of any trust herein created outright to a person who has not attained thirty (30) years of age, the trust principal shall vest in such person but the Trustee shall be authorized to continue to hold the share of such person in trust for that person's benefit until he or she attains age thirty (30). Until such time the Trustee is authorized and directed to expend such part of the income and/or principal of the trust belonging to such person as the Trustee in the Trustee's discretion deems necessary to provide for the proper education, support, maintenance and health of said person.

I. Upon distribution of the entire trust estate to the beneficiary or beneficiaries of any trust created under this ITEM of my Will, such Trust shall terminate.

J. This trust shall be designated and known as the "Alice P. Hill Family Trust."

ITEM VIII.

In making distributions for beneficiaries from the trust created under this Will and especially where such beneficiaries are minors, or incapable of transacting business due to illness, the Trustee, in the Trustee's discretion, may make distributions either (a) directly to the beneficiary, (b) to the legal or natural guardian of the beneficiary, (c) to a relative or

FOR IDENTIFICATION
A. P. Hill.

guardian of the person of the beneficiary who has custody and care of the beneficiary, or (d) by applying the distributions for the benefit of the beneficiary by paying expenses directly. In any event the Trustee shall require such reports and take such steps as the Trustee deems requisite to assure and enforce the application of such distributions for the exclusive benefit of the beneficiary.

None of the principal or income of any trust created under this Will or any part of same, shall be liable for debts of any beneficiary or be subject to seizure by creditors of any beneficiary. No beneficiary shall have the power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of any part of his or her interest in the trust assets or the income produced from the assets.

ITEM IX.

The Trustee of the trust created herein shall have the authority to distribute income or principal of the trust in cash or in kind. In making distributions of both principal and income, the Trustee may make a non pro rata distribution of property in kind. The judgment of the Trustee concerning values and purposes of such division or distribution of the property or securities held in the trust shall be binding and conclusive on all interested parties. In making a division or distribution, the Trustee is specifically excused from a duty of impartiality with respect to the income tax basis of the property distributed and may select assets to be allocated or distributed without regard to the income tax basis of the property.

The Trustee shall not be required to make physical division of the trust property comprising the "Alice P. Hill Family Trust," except when necessary for the purposes of distribution, but may, in the Trustee's discretion, keep the trusts in one or more consolidated funds. As to each consolidated fund, the division into the various shares

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comprising such fund need be made only on the Trustee's books of account, in which case each trust shall be allotted its proportionate part of the principal and income of the fund and charged with its proportionate part of expenses thereof.

ITEM X.

Notwithstanding any provision of this Will to the contrary, the interest of every beneficiary of any trust created by this Will shall vest within the period prescribed by the Rule against Perpetuities or any statute pertaining thereto. Upon such vesting, any trust property then held by the Trustee shall be distributed immediately, free and clear of any trust, to the beneficiary or beneficiaries of this trust (or to his or her legal guardian or other personal representative) as though each such beneficiary had reached the date at which final distribution to him or to her were required pursuant to the provisions hereof.

ITEM XI.

During the administration of my estate and until the trust created herein is funded, I authorize the Trustee, in the Trustee's discretion, to request that my Executor, in which case my Executor may comply with that request, make payments out of my estate to the beneficiaries of such trust. These payments shall be an amount which in the judgment of the Trustee and the Executor, jointly, equals the distributions which the beneficiaries would receive from the trust had it been established and funded at my death.

ITEM XII.

The trust created by this Will is a private trust. The Trustee shall not be required to obtain the order or approval of any court for the exercise of the Trustee's powers and discretions.

FOR IDENTIFICATION

A.P.J.

No Trustee hereunder shall be required to enter into any bond or to file with any court a formal accounting of the Trustee's administration. The Trustee shall render annual accounts to the income beneficiaries of the trust. No persons paying money or delivering property to the Trustee shall be required to see to its application.

ITEM XIII.

A Trustee of the trust created in this Will may resign at any time by giving written notice, specifying the effective date of resignation, to the persons who are income beneficiaries of the trust at that particular time. The notice may be made by personal delivery or sent by registered mail.

The Trustee or any successor Trustee of the trust created by this Will may be removed by and a successor Trustee appointed by my grandson, DANIEL LAWSON HILL, after he attains the age of twenty-one (21) years old. In any event, the successor Trustee shall be a bank possessing trust powers or a trust company. The removal of a Trustee or successor Trustee and the appointment of a successor Trustee shall be effective upon written notice to the Trustee or successor Trustee removed or appointed.

The resigning Trustee shall deliver all trust assets to the successor Trustee on the effective date of the resignation, and shall, within sixty (60) days of such date, submit a full and final accounting to the successor Trustee and to the income beneficiaries of the trust. Any successor Trustee shall be vested with all the rights, powers, duties and discretions conferred upon the original Trustee.

FOR IDENTIFICATION

A. P. J.

ITEM XIV.

Unless otherwise provided, the administration and management of the trust created herein, the sale and conveyance of the trust assets, the investment and reinvestment of trust assets and the rights, powers, duties and liabilities of the Trustee shall be governed by the terms and provisions of the Uniform Trustees' Powers Law of Mississippi as it now exists or may hereafter be amended. In addition to the powers contained in that Law, the Trustee shall have full power and authority:

A. To determine the allocation of receipts and expenses between income and principal. However, such allocation shall not be inconsistent with the beneficial enjoyment of trust property accorded to a life tenant or remainderman under the general principles of the laws of trusts. Further, all rights to subscribe to new or additional stocks or securities and all liquidating dividends shall be deemed to be principal.

B. To place, in the discretion of the Trustee, trust funds in a checking, savings or other types of accounts or certificates of deposit in the AMSOUTH BANK, Jackson, Mississippi, or any successor Trustee bank.

C. To receive, invest in, and retain in the trust all types of property and, especially, to receive, invest in, and retain in the trust shares of stock in closely held corporations, partnership interests in general and limited partnerships, oil, gas, and other mineral interests, standing timber, and unimproved real estate regardless of where it may be situated, without liability and without regard to the proportion such property or property of a similar character so held may bear to the entire amount of the trust estate and whether or not such property is of the class in which Trustees generally are authorized to invest by trust law.

FOR IDENTIFICATION

A.P.V.

D. To consolidate and merge any trust created hereunder with any other trust created by me or any other person, whether inter vivos or by Will, if the beneficiaries are the same and the terms of that other trust are substantially the same as this trust.

E. To retain or invest trust assets in a common fund established by a corporate Trustee pursuant to the Uniform Common Trust Fund Law of Mississippi or to retain or invest trust assets in any investment account, mutual fund, or other investment vehicle offered, sponsored, or advised for a fee by a corporate Trustee.

F. To surrender, disclaim, release, relinquish or amend, after providing written notice to the income beneficiaries, all or any portion of any administrative provision of any trust created herein which causes or may cause adverse or unanticipated tax liability to my estate, the trust, the Trustee, or the beneficiaries.

G. To take out, apply for, and maintain, paying premiums from income or principal, health, hospitalization, medical or similar insurance covering any beneficiary of the trust.

H. To hold for the benefit of any minor beneficiary of a trust or for an adult beneficiary who is incapable of handling his or her property, any personal effects, automobiles, jewelry and other objects, particularly household contents, antiques, silver, crystal and the like, that are bequeathed to any such beneficiary of a trust until the beneficiary attains the age of twenty-one (21) years or in the case of an adult beneficiary incapable of handling his or her property until such time as, in the sole discretion of the Trustee, that beneficiary is capable of handling his or her property. The Trustee may permit such items to remain in the residence in which the beneficiary resides or in such other storage facility as the Trustee deems appropriate for such items and shall pay all costs

FOR IDENTIFICATION

A.P. J.

of maintaining, storing, and insuring the items. The Trustee shall have the authority to give the Executor or other personal representative of the estate of a decedent a receipt for such objects on behalf of such beneficiary.

ITEM XV.

My son or the Executor or Administrator of his estate if he is deceased, shall have the right to disclaim all or any part of his interest in any property which I have devised or bequeathed to him. Any disclaimer shall be made within the time period and in a manner required for the disclaimer to qualify under Section 2518. Any such disclaimer shall be made in writing, stating specifically the property or interest disclaimed, and may be filed with the Chancery Court in which my Will is probated and shall also be delivered to my Executor. If any person disclaims any portion of a bequest, I give, devise and bequeath the property disclaimed to the Trustee of the "Alice P. Hill Family Trust" created under this Will to be held, administered and distributed as provided therein.

ITEM XVI.

In addition to the powers and authorities specifically granted to my Executor under this Will, I expressly confer upon my Executor all rights, powers, duties, and authorities conferred upon a Trustee under the Uniform Trustees' Powers Law of Mississippi as it now exists or may hereafter be amended. I authorize my Executor to exercise any such powers and authorities granted in this Will or by the Uniform Trustees' Powers Law of Mississippi without the necessity of obtaining court approval. All rights, powers, duties and discretion granted to or imposed upon my Executor shall be exercisable by and imposed upon any successor Executor or Administrator. I direct that neither my Executor nor any successor Executor or Administrator shall be required to make any bond as Executor or Administrator. To the extent permissible by law, I waive the requirement that my

FOR IDENTIFICATION

A. P. H.

Executor, or any successor Executor or Administrator, be required to make a formal appraisal, provide an inventory, or file an accounting for my estate with any court,

Except where specific property is devised or bequeathed, my Executor shall have discretion to select property to be distributed in satisfaction of any devise or bequest provided in this Will. In making a selection, my Executor is excused from any duty of impartiality with respect to the income tax basis of the property. I authorize my Executor to exercise, at such times and in such manner as my Executor shall deem appropriate, any rights of election or other rights which are available to me or my estate in respect of the provisions of the Internal Revenue Code or of any other tax law.

My Executor shall have the authority to disclaim or renounce any interest in property, in whole or in part, including any power with respect to property and including an undivided interest in property transferred to me or to my estate. Any disclaimer by my Executor shall be made in writing stating specifically the property or interest disclaimed and shall be delivered to the transferor of the property, the transferor's legal representative, or the holder of the legal title to the property to which the interest relates. Any disclaimer shall be made within the time period and in the manner required for the disclaimer to qualify under Section 2518.

My Executor shall have authority to continue all business operations in which I am interested at my death for the time permitted by law in order to avoid depreciation in value of the interests or losses to my estate or associates. My Executor may continue to act as partner, engage in any partnership, and take all actions with regard to any partnership my Executor deems advisable.

FOR IDENTIFICATION

A. P. J. S.

I specifically authorize my Executor to borrow such funds as may be necessary to pay my debts and administration expenses and taxes of my estate and to pledge such of my property, real or personal, as may be necessary to secure such loan; provided, however, that my Executor shall not pledge any property specifically devised or bequeathed herein. My Executor shall not be required to pay or otherwise satisfy such loan prior to the closing of my estate and the discharge of my Executor, but may distribute such property at its value net of such loan in satisfaction of any bequest herein.

IN WITNESS WHEREOF, I have signed and declared this to be my Last Will and Testament on this the 23rd day of August, 2001.

Alice P. Hill
Alice P. Hill

This instrument was, on the day and year shown above, signed, published and declared by ALICE P. HILL to be her Last Will and Testament in our presence, and we at her request, have subscribed our names as witnesses in her presence and in the presence of each other.

Leland C. Marks

Jackson, Miss.
Address

Alciea G. Herrington

Jackson, MS
Address



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 22nd day of Feb, 2002 at 9:30 o'clock a M., and was duly recorded on the FEB 22 2002, Book No. 34, Page 400.

MIKE CROOK, CHANCERY CLERK

BY: Dorothy Hill D.C.

IN THE CHANCERY COURT
OF MADISON COUNTY, MISSISSIPPI

FILED
THIS DATE

FEB 22 2002

MIKE CROOK
CHANCERY CLERK

By: [Signature] DC

ESTATE OF ALICE P. HILL,
DECEASED

NO. 2002-124

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF MISSISSIPPI
COUNTY OF HINDS

This date personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named ALECIA G. HERRINGTON, who being by me first duly sworn according to law, says on oath:

A. That this affiant is one of the subscribing witnesses to an instrument of writing purporting to be the Last Will and Testament of ALICE P. HILL, Deceased, who was personally known to the affiant, and whose signature is affixed to said Last Will and Testament, which Last Will and Testament is dated the 23rd day of August, 2001.

B. That on the 23rd day of August, 2001, the said ALICE P. HILL, signed, published and declared said instrument of writing as her Last Will and Testament, in the presence of this affiant and in the presence of LEONARD C. MARTIN, the other subscribing witness to said instrument.

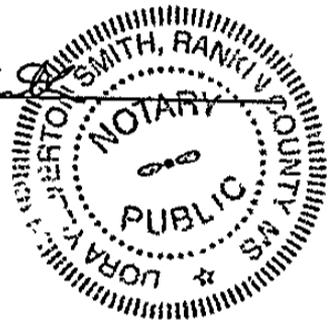
C. That the said ALICE P. HILL was then and there of sound and disposing mind and memory, and well above the age of twenty-one (21) years.

D. That this affiant, together with LEONARD C. MARTIN, subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance and request, and in the presence of said ALICE P. HILL, and in the presence of each other.

Alecia G. Herrington
Alecia G. Herrington

SWORN TO AND SUBSCRIBED BEFORE ME on this the 18th day of February, 2002.

Henry J. Smith
Notary Public



My Commission Expires:
MISSISSIPPI STATE NOTARY PUBLIC:
MY COMMISSION EXPIRES AUG 19, 2005
BONDED THRU STEGALL NOTARY SERVICE

Leonard C. Martin

Leonard C. Martin
BAKER, DONELSON, BEARMAN & CALDWELL
Post Office Box 14167
Jackson, Mississippi 39236
Telephone: (601) 351-2400
State Bar # 1897

ATTORNEY



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 22nd day of Feb, 2002 at 9:30 o'clock a M., and was duly recorded on the FEB 22 2002, Book No. 34, Page 414.

MIKE CROOK, CHANCERY CLERK

BY: Jonny H. [Signature] D.C.

FILED
THIS DATE

FEB 22 2002

IN THE CHANCERY COURT
OF MADISON COUNTY, MISSISSIPPI

MIKE CROOK
CHANCERY CLERK
By: [Signature] D.C.

ESTATE OF ALICE P. HILL,
DECEASED

NO. 2002-124

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF MISSISSIPPI
COUNTY OF HINDS

This date personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named LEONARD C. MARTIN, who being by me first duly sworn according to law, says on oath:

A. That this affiant is one of the subscribing witnesses to an instrument of writing purporting to be the Last Will and Testament of ALICE P. HILL, Deceased, who was personally known to the affiant, and whose signature is affixed to said Last Will and Testament, which Last Will and Testament is dated the 23rd day of August, 2001.

B. That on the 23rd day of August, 2001, the said ALICE P. HILL, signed, published and declared said instrument of writing as her Last Will and Testament, in the presence of this affiant and in the presence of ALECIA G. HERRINGTON, the other subscribing witness to said instrument.

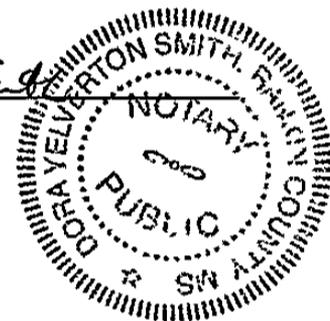
C. That the said ALICE P. HILL was then and there of sound and disposing mind and memory, and well above the age of twenty-one (21) years.

D. That this affiant, together with ALECIA G. HERRINGTON, subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance and request, and in the presence of said ALICE P. HILL, and in the presence of each other.

Leonard C. Martin
Leonard C. Martin

SWORN TO AND SUBSCRIBED BEFORE ME on this the 18th day of February, 2002.

Dora Yelverton Smith
Notary Public



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 19, 2005
BONDED THRU STEGALL NOTARY SERVICE

Leonard C. Martin

Leonard C. Martin
BAKER, DONELSON, BEARMAN & CALDWELL
Post Office Box 14167
Jackson, Mississippi 39236
Telephone: (601) 351-2400
State Bar # 1897

ATTORNEY



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 22nd day of Feb, 2002, at 9:30 o'clock a M., and was duly recorded on the FEB 22 2002, Book No. 34, Page 416.
MIKE CROOK, CHANCERY CLERK BY: Dora Yelverton Smith D.C.

#2002-133

LAST WILL AND TESTAMENT
OF
CORAL BROWN WELLER

FILED
THIS DATE

FEB 22 2002

MIKE CROOK
CHANCERY CLERK
By: Stacy Hill D.C.

KNOW ALL MEN BY THESE PRESENTS, that I, CORAL BROWN WELLER, of Warren County, in the State of Mississippi, being of sound and disposing mind, memory and understanding, and over the age of twentyone years, do hereby make, declare and publish this as and for and to be my Last Will and Testament, hereby revoking any and all wills and testaments, and codicils heretofore made by me.

ITEM ONE: I hereby give, devise and bequeath unto my children, Harvill E. Weller, Jr. and Mary Coral Murphree, all the property of every kind, character and description, wheresoever the same may be situated, that I may own at the time of my death, share and share alike.

ITEM TWO: I hereby nominate, constitute and appoint my said son, Harvill E. Weller, Jr., Executor of this my Last Will and Testament, and direct that he shall not be required to give any bond or to render any account to any Court as such Executor.

IN TESTIMONY WHEREOF, I, CORAL BROWN WELLER, have hereunto affixed my signature on this the 6 day of May, 1982.

Coral Brown Weller
CORAL BROWN WELLER

SIGNED, PUBLISHED AND DECLARED by the said CORAL BROWN WELLER, as and for and to be her Last Will and Testament in the presence of the undersigned, who at her request, and in her presence, and in the presence of each other, have hereunto affixed our signatures, as witnesses, on this the 6 day of May, 1982.

[Signature]

[Signature]

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 22nd day of Feb, 2002, at 10:00 o'clock a M, and was duly recorded on the FEB 22 2002, Book No 34, Page 418.
MIKE CROOK, CHANCERY CLERK BY: Stacy Hill D.C.



FEB 22 2002

AFFIDAVIT OF SUBSCRIBING WITNESS

MIKE CROOK
CHANCERY CLERK
By: [Signature] D.C.

Judith A Hart, being duly sworn according to law on oath states.

I am a subscribing witness to the attached written instrument dated May 6, 1982, which purports to be the Last Will and Testament of CORAL BROWN WELLER. On the execution date of the instrument, the Testator, in my presence, signed, published and declared the instrument to be her Last Will and Testament, and requested that I attest her execution thereof. In the presence of the Testator and the other witness, I signed my name as an attesting witness. At the time of execution of the instrument the Testator appeared to be eighteen years of age or older, of sound mind, and was acting without undue influence, fraud, or restraint.

DATED this 14th day of January, 2002

[Signature]
JUDITH A. HART (Witness)

City / STATE OF Virginia
COUNTY OF Alexandria

Subscribed and sworn to before me, the undersigned Notary

Public, on this the 14th day of January, 2002

[Signature]
Notary Public

My Commission Expires:

May 31, 2004



EXHIBIT B



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 22nd day of Feb, 2002 at 10:00 o'clock a M., and was duly recorded on the FEB 22 2002, Book No. 34, Page 49.

MIKE CROOK, CHANCERY CLERK

BY: [Signature] D.C.

#2002-081

Last Will and Testament

BOOK 0034 PAGE 420

FILED
THIS DATE

FEB 22 2002

MIKE CROOK
CHANCERY CLERK
By: SANOUITE DC

OF

NORMASTEL PEATROSS SMITH

I, **NORMASTEL PEATROSS SMITH**, an adult resident citizen of Madison County, State of Mississippi, being over the age of twenty-one (21) years and of sound and disposing mind and memory, and in all respects competent and qualified, do hereby make, publish and declare this to be my true Last Will and Testament, hereby revoking all wills and codicils heretofore made by me.

ARTICLE ONE

Family Members

At the time of the execution of this Will, I am unmarried, being the surviving spouse of my first husband, **GUS H. FORD**, and my second husband, **HUGH O. SMITH**. I have two surviving children by my first marriage to **GUS H. FORD**, namely: **NORMASTEL JUDITH MOSBY** and **CAROLYN ANN (NAN) STEVENS**.

ARTICLE TWO

Payment of Debts

I hereby direct my Co-Executrices to pay my funeral expenses and all of my just debts which may be probated, registered and allowed against my estate as soon as may be conveniently done; provided, however, that my Co-Executrices shall be specifically authorized to pay any debt of my estate which does not exceed \$1,000.00 as of the date of my death which my Co-Executrices deem to be a just and valid debt without the necessity of such debt being probated, registered or allowed.

ARTICLE THREE

Payment of Taxes

I direct my Co-Executrices to pay from the residue of my estate all federal and state estate, inheritance, succession, transfer or other death taxes which are assessed against my estate or against any beneficiary, including estate and inheritance taxes assessed on account of life insurance proceeds or any other property which shall be included in my gross estate for the purpose of such taxes, whether or not included in my estate for probate purposes.

ARTICLE FOUR

Specific Bequests

To the individuals listed above, I specifically give and bequeath the following:

1. To the children of my deceased granddaughter, **MRS. LILLIAN MOSBY JORDAN (MRS. DAVID JORDAN)**, the sum of Six thousand and No/100 Dollars (\$6,000.00), to be divided equally between them;
2. To my grandson, **MR. DAVENPORT MOSBY, III**, the sum of Six thousand and No/100 Dollars (\$6,000.00);
3. To my grandson, **MR. FORD MOSBY**, the sum of Six thousand and No/100 Dollars (\$6,000.00);
4. To my granddaughter, **MRS. NORMASTEL MOSBY JOHNSON (MRS. MICHAEL JOHNSON)**, the sum of Six thousand and No/100 Dollars (\$6,000.00);
5. To my granddaughter, **MRS. EMILY MOSBY CURRAN (MRS. GREGORY CURRAN)**, the sum of Six thousand and No/100 Dollars (\$6,000.00);
6. To my granddaughter, **MRS. CAROLYN STEVENS McMULLAN, (MRS. HOLT McMULLAN)**, the sum of Six thousand and No/100 Dollars (\$6,000.00);
7. To my granddaughter, **MRS. MECKLIN STEVENS BURRIS (MRS. SCOTT BURRIS)**, the sum of Six thousand and No/100 Dollars (\$6,000.00);
8. To my granddaughter, **MS. NANETTE FORD STEVENS**, the sum of Six thousand and No/100 Dollars (\$6,000.00);

9. To my grandson, MR. BENJAMIN M. STEVENS, III, the sum of Six thousand and No/100 Dollars (\$6,000.00).

In the event that any grandchild of mine hereinabove named to whom a bequest is made in this Article shall not survive me, then I give and bequeath such bequest of Six thousand and No/100 Dollars (\$6,000.00) in equal shares to the then surviving children of such deceased grandchild (my great-grandchildren) or, if such deceased grandchild has no children then surviving, then the bequest shall lapse and be added to and become a part of my residuary estate to be administered and distributed in accordance with the terms of Article Six of this, my Last Will and Testament.

ARTICLE FIVE

Specific Bequest

I give and bequeath to ROSIE LEE WELCH, my housekeeper, if she survives me, the sum of One thousand and No/100 Dollars (\$1,000.00).

ARTICLE SIX

Disposition of Residuary Estate

After payment of debts and taxes as hereinabove provided for in Articles Two and Three and full satisfaction of the specific bequests hereinabove provided for in Articles Four and Five, I give, devise and bequeath all of the rest, residue and remainder of my property and estate, real and personal, of whatever nature and wherever situated, outright and in fee simple, in equal shares, unto my two daughters, NORMASTEL JUDITH MOSBY, a resident of the City of Jackson, Mississippi, and CAROLYN ANN (NAN) STEVENS, a resident of the City of Hattiesburg, Mississippi. In the event that one of my said daughters shall not survive me, then I give, devise and bequeath such deceased daughter's share of my residuary estate in equal shares to the children of such deceased daughter, per stirpes.

ARTICLE SEVEN

Powers of Co-Executrices

Except as herein otherwise specifically set forth, I hereby authorize and empower my Co-Executrices, with respect to my estate, and any successor thereof, in their sole and absolute discretion, to do the following:

- A. To exercise, in their sole and absolute discretion, all of the powers, rights and discretions granted by virtue of the "Uniform Trustees' Powers Law", being §§91-9-101 through 91-9-119, inclusive, of the Mississippi Code of 1972, Annotated, as now enacted, or as hereafter amended, which "Uniform Trustees' Powers Law" is hereby incorporated by reference as though fully and completely copied herein. Should said "Uniform Trustees' Powers Law" be repealed, then my Co-Executrices shall continue to have all of the powers, rights and discretions granted by said "Uniform Trustees' Powers Law", the same as if it were still in effect.
- B. To purchase or otherwise acquire and to retain, whether originally a part of the estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or stocks or interests in investment trusts and common trust funds, or in any other property, real, personal or mixed, as they may deem advisable, whether or not such investments or property be of the character permissible by fiduciaries, without being liable to any person for such retention or investment.
- C. To pay all necessary expenses of administering the estate including taxes and fees for the services of accountants, agents and attorneys, and to reimburse said parties for expenses incurred on behalf of the estate.
- D. To determine what is principal and what is income with respect to all receipts and disbursements; to establish and maintain reserves for depreciation, depletion, obsolescence, taxes, insurance premiums, and any other purpose deemed necessary and proper by them and to partite and to distribute property of the estate in kind or in undivided interests, and to determine the value of such property.
- E. To perform any and all other acts, and to take any and all other proceedings and to exercise all other rights and privileges in respect to any property, as if they were the absolute owner thereof, and in connection therewith to enter into and execute any and all agreements binding my estate including the express right, power, and discretion to sell any and all property, real, personal or mixed, at public or private sale, to be exercised without court order.
- F. To borrow money from such source or sources and upon such terms and conditions as my Co-Executrices shall determine, and to give such security therefor as my Co-Executrices may determine.
- G. To participate in any plan of reorganization, consolidation, dissolution, redemption, or similar proceedings involving assets comprising my estate, and to deposit or withdraw securities under any such proceedings.
- H. To invest or reinvest the funds belonging to the estate in units of any common trust fund or in any other securities issued by a corporate trustee or in such common or preferred stocks or bonds or other securities, whether listed or unlisted, or properties (real or personal), as the Co-Executrices shall from time to time determine, and to hold any investment belonging to the estate in bearer form or to register or hold any such investment in the name of the duly authorized nominee of the Co-Executrices; and to invest or reinvest the funds belonging to the estate in units of any mutual fund.
- I. To compromise, settle or adjust any claim or demand by or against my estate, to litigate any such claim, including, without limitation, any claim relating to estate or income taxes, and to agree to rescission or modification of any contract or agreement.

- J. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate, at public or private sale, at such time and price and upon such terms and conditions (including credit) as my Co-Executrices may deem advisable and for the best interest of my estate. I hereby waive any requirement of issuing summons, giving notice of any hearing, conducting or holding any such hearing, filing bond or other security, or in any way obtaining court authority or approval for any such sale, exchange, assignment, transfer or conveyance of any real or personal property.
- K. To lease any real or personal property for such term and upon such terms and conditions and rentals and in such manner as may be deemed advisable (with or without privilege of purchase), and any lease so made shall be valid and binding for the full term thereof even though the same shall extend beyond the duration of the administration of my estate, all without the approval or authority of any court; and to insure against fire or other risks, to make repairs, replacements and improvements, structural or otherwise, to any real property, to improve any real property and to pay the cost out of principal.
- L. Unless otherwise specifically provided, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or in an undivided interest therein, or partly in cash and partly in other property, and to do so with or without regard to the income tax basis of specific property allocated to any beneficiary and without making pro rata distributions of specific assets.
- M. To settle, adjust, dissolve, windup or continue any partnership in which I may own a partnership interest at the time of my death, subject, however, to the terms of any partnership agreement to which I am a party at the time of my death. I authorize my Co-Executrices to continue in any partnership for such periods and upon such terms as they shall determine. My Co-Executrices shall not be disqualified by reason of being a partner in such firm from participating on behalf of my estate in any dealings herein authorized to be carried on between my Co-Executrices and the partners of any such partnership.
- N. To make any elections and to take any actions necessary in connection therewith which are available under the Internal Revenue Code of 1986, as amended, including, but not limited to, Section 2032, Section 2032A, and Section 6166.
- O. To disclaim any property which my estate may otherwise be entitled to receive and to take any and all necessary or proper actions to make and fully effectuate a qualified disclaimer or disclaimers under Internal Revenue Code Section 2518, or any similar provision which may be subsequently enacted, and under any disclaimer statute or law which may at any time be in effect under Mississippi law.

All authorities and powers hereinabove granted unto my Co-Executrices shall be exercised from time to time in their sole and absolute discretion and without prior authority or approval of any Court, and I intend that such powers be construed in the broadest possible manner.

ARTICLE EIGHT

Appointment of Co-Executrices

I hereby appoint my daughters, NORMASTEL JUDITH MOSBY and CAROLYN ANN (NAN) STEVENS, to be Co-Executrices of this, my Last Will and Testament. In the event that my daughter, NORMASTEL JUDITH MOSBY, shall fail to qualify or cease to act as my Co-Executrix, then I hereby appoint her husband, DAVENPORT MOSBY, JR., to be my successor Co-Executor. In the event that my daughter, CAROLYN ANN (NAN) STEVENS, shall fail to qualify or cease to act as my Co-Executrix, then I hereby appoint her husband, BEN M. STEVENS, JR., to be my successor Executor. Any reference herein to my "Co-Executrices" shall include and refer to my successor Co-Executors herein named, and I confer upon said successor Co-Executors all of the rights, powers, duties, discretions and obligations conferred upon my original Co-Executrices hereinabove named. My Co-Executrices and my successor Co-Executors herein named shall serve without any bond or other security, and I hereby waive the necessity of the preparation or filing of any inventory, accounting or formal appraisal of my estate.

ARTICLE NINE

Construction

Throughout this Will, the feminine gender shall be deemed to include the masculine and the neuter, the singular shall be deemed to include the plural, and vice versa. The headings used herein are for convenience only and shall not be construed or interpreted as limiting the scope of the Article to which the heading pertains.

IN WITNESS WHEREOF, I have hereunto affixed my signature in the presence of Jamie G. Houston, III, and Lynn J. Gibbs, whom I have requested to act as subscribing witnesses hereto on this, the 1st day of May, 1996.

Normastel Peatross Smith
NORMASTEL PEATROSS SMITH

WITNESS:

Jamie G. Houston, III
Jamie G. Houston, III

Lynn J. Gibbs
Lynn J. Gibbs

We, each of the subscribing witnesses to the foregoing Last Will and Testament of **NORMASTEL PEATROSS SMITH**, do hereby declare that we have acted as subscribing witnesses hereto at the request of the said **NORMASTEL PEATROSS SMITH**; that she declared this instrument to be her Last Will and Testament to us; that she affixed her signature hereto in the presence of each of us; that we affixed our signatures hereto in her presence and in the presence of each other, all on the day and year above written; and that on this occasion the said **NORMASTEL PEATROSS SMITH** was of sound and disposing mind and memory.

WITNESS OUR SIGNATURES on this, the 1st day of May, 1996.

WITNESS:

ADDRESS:

Jamie G. Houston, III
Jamie G. Houston, III

400 E. Capitol Street, Suite 300
Jackson, Mississippi 39201

Lynn J. Gibbs
Lynn J. Gibbs

400 E. Capitol Street, Suite 300
Jackson, Mississippi 39201

PROOF OF WILL

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jamie G. Houston, III, and Lynn J. Gibbs, credible and competent subscribing witnesses to the foregoing instrument of writing dated May 1, 1996, purporting to be the Last Will and Testament of NORMASTEL PEATROSS SMITH, each of whom having been first duly sworn, state on oath that the said NORMASTEL PEATROSS SMITH, signed, made, published and declared said instrument as her Last Will and Testament on the 1st day of May, 1996, the date of said instrument, in the presence of these affiants; that the Testatrix was then of sound and disposing mind and memory, and above the age of twenty-one (21) years; that the Testatrix was acting voluntarily without undue influence, fraud or restraint; that the affiants subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance of NORMASTEL PEATROSS SMITH, and in the presence of NORMASTEL PEATROSS SMITH, and in the presence of each other; that the Testatrix at the time of the attestation was mentally capable of recognizing, and actually conscious of said act and attestation; that the subscribing witnesses were, at the time of said attestation, competent witnesses under the laws of the State of Mississippi; that at the time of said attestation the Testatrix, NORMASTEL PEATROSS SMITH, indicated to the affiants that she was a resident of and had a fixed place of residence in Madison County, State of Mississippi, and that this Proof of Will is attached to the original of that certain foregoing written instrument signed, made, published and declared by the said Testatrix, NORMASTEL PEATROSS SMITH, as her Last Will and Testament on this, the 1st day of May, 1996.

Jamie G. Houston III
 Jamie G. Houston, III
 400 E. Capitol Street, Suite 300
 Jackson, MS 39201

Lynn J. Gibbs
 Lynn J. Gibbs
 400 E. Capitol Street, Suite 300
 Jackson, MS 39201

SWORN TO AND SUBSCRIBED before me on this, the 1st day of May, 1996.

Robin Lowery
 NOTARY PUBLIC



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 22nd day of Feb, 2002 at 1:30 o'clock P M, and was duly recorded on the FEB 22 2002, Book No 34 Page 420
 MIKE CROOK, CHANCERY CLERK BY Jarvis R. Lee

FILED
THIS DATE

FEB 22 2002

BOOK 0034 PAGE 428

MIKE CROOK
CHANCERY CLERK
BY: *[Signature]* D.C.

#2002-128

LAST WILL AND TESTAMENT OF
JEAN TABB EASTRIDGE HENDERSON

5 / 10 / 96

To whom it may concern:

I Jean Tabb Eastridge
Henderson on this tenth day
of May, 1996 being of sound
mind and in the presence of
all my faculties do make
this out to be my last
will and testament. It is
my wish that my daughter
Katherine Slay Henderson be
executrix of this my will.

Benefits from life insurance
policy, shares of Union Planters
Bank, and G.O. ^{held as collateral 904} at Depart. Quarterly

PAGE 2

National Bank, should be divided into equal portions to my three children to be shared and shared alike:

Wilfred Wesley Henderson, III
 Rosalynn Paige Henderson
 Katherine Stacy Henderson

My home and residence at 200 E. Academy St., Canton, Mass should also be given to my three children in equal shares. However, it is my wish that my husband, Wilfred Wesley Henderson, Jr. ^{and domestic partner} have full use of the house living in the style he is accustomed.

PAGE 3

Any proceeds or gain from
the lease ^{or otherwise} of mineral rights
belonging to me shall also be
shared and shared alike by my
children.

All other property, net
and residue owned by
me shall also be
shared and shared alike
by my children, with
the exception of items
listed to be given
outright to the issue
I have designated in this
will

Jeon Faber Bridges Johnson

PAGE 4

J&A
STEINWAY GRAND PIANO to
Katherine Slay Anderson

WALNUT - ANTIQUE
ARMOR to Wm. Anderson III
J&A

CHINA known as Mammie's
China to be divided between
Paige and Katie

CRYSTAL known as Mammie's
Crystal to be divided
between Paige + Katie

J&A

PAGE 5

My diamond ring (Mamma's ring) to Katie as well as the ~~only~~ dinner ring
J.P.A.

Opal dinner ring to Paige J.P.A.

Opal earrings and necklace
Paige and Katie J.P.A.

Great Seal of ^{THE EASTERN FLORIDA} ~~King~~ George
shall be shared by all three of my children in equal shares should it be sold.

J.P.A.



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 22nd day of February, 2002, at 1:50 o'clock P. M., and was duly recorded on the 22nd day of February, 2002, Book No. 34, Page 428.

MIKE CROOK, CHANCERY CLERK

BY: Karen Jupp D.C.

#2002-147

FILED
THIS DATE

MAR 01 2002

STATE OF MISSISSIPPI

COUNTY OF HINDS

MIKE CROOK
CHANCERY CLERK
By: SCOTTIE DCLAST WILL AND TESTAMENT OF ADAM HOWELL MITCHELL, JR.

I, Adam Howell Mitchell, Jr., a resident citizen of Hinds County, Mississippi, being of sound disposing mind and memory, over the age of twenty-one years, and realizing the uncertainty of life and the certainty of death, do hereby make, publish and declare this to be my Last Will and Testament, hereby expressly revoking any and all wills and codicils heretofore made by me.

ARTICLE I

I desire and direct that all of my just debts and funeral expenses be paid without unnecessary delay by my Executrix hereinafter named and appointed.

ARTICLE II

Not being unmindful of my son, Matthew Propst Mitchell, or the fact that other children may be hereinafter born unto myself and said wife, I hereby give, devise and bequeath my entire estate, both personal property and real property whether now owned or hereinafter acquired and wheresoever situated unto my beloved wife, Carol Propst Mitchell.

ARTICLE III

Should my beloved wife, Carol Propst Mitchell, precede me in death, then I hereby give, devise and bequeath my entire estate, both personal property and real property whether now owned or hereinafter acquired and wheresoever situated unto my beloved son, Matthew Propst Mitchell, and any other child or children hereinafter born unto myself and said wife, share and share alike.

LAST WILL AND TESTAMENT OF ADAM HOWELL MITCHELL, JR.

ARTICLE IV

In the event that my said wife predeceases me and my son, Matthew Propst Mitchell and any other child or children of myself and said wife are under the age of twenty-one (21) years, I name, constitute and appoint Becky Propst Vassar as guardian of said child or children as the case may be, and I expressly exempt said guardian from posting any security or bond to act as guardian. In the event that Becky Propst Vassar is unable or unwilling to serve as guardian, I hereby name, constitute and appoint William Landreth Mitchell as guardian, and I expressly exempt said guardian from posting any security or bond to act as guardian.

ARTICLE V

I hereby name, constitute and appoint my beloved wife, Carol Propst Mitchell, as Executrix of this my Last Will and Testament, and I hereby relieve her of the necessity of posting bond or of giving any accounting to any Court in connection with the execution of my estate. In the event Carol Propst Mitchell is unable or unwilling to serve as Executrix, I hereby appoint William Landreth Mitchell as Substitute Executor, and I hereby relieve him of the necessity of posting bond or of giving any accounting to any Court in connection with the execution of my estate.

ARTICLE VI

And lastly I commend my spirit to God, who gave it, and my soul to Eternal Paradise.

IN WITNESS WHEREOF, I have hereunto signed my name, this the 15 day of July, Anno Domini, 1977.

LAST WILL AND TESTAMENT OF ADAM HOWELL MITCHELL, JR.

Adam H Mitchell Jr
ADAM HOWELL MITCHELL, JR.

STATE OF MISSISSIPPI

COUNTY OF LOWNDES

SIGNED, SEALED, PUBLISHED and DECLARED as his LAST WILL AND TESTAMENT by ADAM HOWELL MITCHELL, JR., who signed the foregoing Will in our presence as subscribing witnesses, and we attested the same as such in his presence, at his special instance and request, and in the presence of each other.

THIS 15th day of July, A. D., 1977.

James Walters ADDRESS Col. Miss.

Brenda Blanton ADDRESS Col. Miss.

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 15th day of March, 2002, at 1:00 o'clock P M., and was duly recorded on the MAR 11 2002, Book No. 34, Page 434.

MIKE CROOK, CHANCERY CLERK

BY: Jacey K. [Signature] D.C.



IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

FILED

THIS DATE

IN RE: ADAM HOWELL MITCHELL, JR., DECEASED

NO. 2002-147

MAR 01 2002

CAROL PROPST MITCHELL

MIKE CROOK
CHANCERY CLERK

PETITIONER

PROOF OF WILL

[Signature]
By *[Signature]* J.C.

I, James Walters, an adult resident citizen of Lauderdale County, Mississippi, with an address of 2112 Blewett Rd, Columbus, Mississippi 3701, on oath state that I, along with Brenda Blanton, are the subscribing witnesses to the attached written instrument dated the 15th day of July, 1977, which purports to be the Last Will and Testament of Adam Howell Mitchell, Jr., who indicated to us that he was a resident of and had a fixed place of residence in the County of Hinds, State of Mississippi. On the execution date of the instrument, the Testator in our presence and in the presence of each of us, signed the instrument at the end thereof and declared the instrument to be his will and requested that we attest to the execution thereof where upon, in the presence of the Testator and in the presence of each other, each of us signed our respective names as attesting witnesses thereto. At the time of the execution of the instrument, the Testator was over eighteen (18) years of age, and in our opinion was of sound mind, and full possession of his mental facilities, and acting without undue influence, fraud, duress or restraint.

DATED this the 22nd day of February, 2002.

[Signature of James Walters]

JAMES WALTERS



SWORN TO AND SUBSCRIBED BEFORE ME, this the 2nd day of February, 2002.

Cindy L. Egge
NOTARY PUBLIC

My Commission Expires:

12 July 2003

STATE OF MISSISSIPPI, COUNTY OF MADISON



I certify that the within instrument was filed for record in my office this 1st day of March, 2002 at 1:00 o'clock P M., and was duly recorded on the MAR 1 2002, Book No 34, Page 437.
MIKE CROOK, CHANCERY CLERK BY: Stacey Hill DC

W: 11

Ruth S. Price
600 Kathy Circle

Canton, Mississippi 39046

Life Ins. for 1,000 with Farm Bureau

Total C.D.'s

10,000 in bank

2 - 5,000 in bank

1 - 5,000

used for car loan
14 - 89

Total = 25,000
in C.D.'s

All that I have I
leaves to my beloved
daughter - Wilma Price Almon

House
furniture

Interest in Grace land

C.D. at Trustmark \$ 10,000

C.D. at Meridian Bank 5,000

account - rounded up

Support office - Mr. Beck

Trustmark - Belle Selver

savings account and

checking account

(over)

If my house and
furniture are sold
I would like for
20,000 to be put
aside for Allison's
education -

Ruth Spivey Cree

I also have a \$1000
life insurance policy with
Farm Bureau Insurance
added on 5-11-94
\$10,000 in C.D.'s Trustmark
5-\$1,000 Series EE Government Bonds

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 4th day
of March, 2002, at 11:00 o'clock a M., and was duly recorded
on the MAR 14 2002, Book No. 34, Page 439
MIKE CROOK, CHANCERY CLERK BY: Stacy H. Crook D.C.



IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI
IN THE MATTER OF THE ESTATE OF
RUTH SPIVEY PRICE, DECEASED

CIVIL ACTION FILE NO.

2002-123
FILED
THIS DATE

AFFIDAVIT OF SUBSCRIBING WITNESS

MAR 04 2002

STATE OF MISSISSIPPI

COUNTY OF MADISON

MIKE CROOK
CHANCERY CLERK
By: *[Signature]* D.C.

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above mentioned jurisdiction, NAN F. SULLIVAN, who being by me first duly sworn did state on oath as follows:

1. That the undersigned is familiar with and knows the handwriting of the decedent, Ruth Spivey Price. That the undersigned has reviewed that instrument in writing dated May 14, 1989, being the Last Will and Testament of Ruth Spivey Price and the undersigned hereby declares that the Last Will and Testament of Ruth Spivey Price is written entirely in the handwriting of Ruth Spivey Price.
2. Further, the undersigned is familiar with the signature of Ruth Spivey Price and the undersigned knows that such signature made on the Last Will and Testament of Ruth Spivey Price is genuine and was made by Ruth Spivey Price.

3. Further, the undersigned knew Ruth Spivey Price on May 14, 1989 and knows that at such time Ruth Spivey Price was competent to make itestamentary disposition of her property.

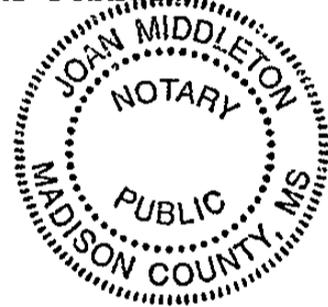
AND FURTHER, Affiant sayeth not.

Don J. Sullivan

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 30th day of January, 2002.

Joan Middleton
NOTARY PUBLIC

MY COMMISSION EXPIRES:
Notary Public State of Mississippi At Large
~~My Commission Expires January 30, 2003~~
Bonded Thru Holden, Brooks & Garland, Inc.



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 4th day of March, 2002, at 11:00 o'clock a M., and was duly recorded on the MAR 14 2002, Book No. 34, Page 441.
MIKE CROOK, CHANCERY CLERK BY: Stacy D.C.



IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI
IN THE MATTER OF THE ESTATE OF
RUTH SPIVEY PRICE, DECEASED

CIVIL ACTION FILE NO.

2002-123

FILED
THIS DATE

AFFIDAVIT OF SUBSCRIBING WITNESS

MAR 04 2002

STATE OF MISSISSIPPI

COUNTY OF MADISON

MIKE CROOK
CHANCERY CLERK
By: *[Signature]* BC

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above mentioned jurisdiction, ZELLA D. BUNTYN, who being by me first duly sworn did state on oath as follows:

1. That the undersigned is familiar with and knows the handwriting of the decedent, Ruth Spivey Price. That the undersigned has reviewed that instrument in writing dated May 14, 1989, being the Last Will and Testament of Ruth Spivey Price and the undersigned hereby declares that the Last Will and Testament of Ruth Spivey Price is written entirely in the handwriting of Ruth Spivey Price.
2. Further, the undersigned is familiar with the signature of Ruth Spivey Price and the undersigned knows that such signature made on the Last Will and Testament of Ruth Spivey Price is genuine and was made by Ruth Spivey Price.

3. Further, the undersigned knew Ruth Spivey Price on May 14, 1989 and knows that at such time Ruth Spivey Price was competent to make itestamentary disposition of her property.

AND FURTHER, Affiant sayeth not.

Jellad. Bentley

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 29 day of January, 2002.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-18-03

(SEAL)



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 4th day of March, 2002, at 11:00 o'clock a M., and was duly recorded on the MAR 14 2002, Book No. 34, Page 443

MIKE CROOK, CHANCERY CLERK

BY: Stanley [Signature] D.C.



Last Will and Testament FILED
THIS DATE

MAR 07 2002

OF

ELSIE A. HEMPHILL

MIKE CROOK
CHANCERY CLERK
By: RODNEY F. TRIPLETT, JR. D.C.

I, ELSIE A. HEMPHILL, an adult resident citizen of Lauderdale County, Mississippi, being of sound and disposing mind, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former wills and codicils heretofore executed by me.

ARTICLE I.

I hereby nominate and appoint R. FASER TRIPLETT, M.D. as Executor of my Last Will and Testament, and do hereby waive the necessity of his entering any bond as Executor and I also waive the necessity of having R. FASER TRIPLETT, M.D. present a formal appraisal, inventory or accounting of my estate.

ARTICLE II.

In the event that R. FASER TRIPLETT, M.D. shall predecease me, or in the event that R. FASER TRIPLETT, M.D. is otherwise unable or unwilling to serve as Executor, I hereby name and appoint RODNEY F. TRIPLETT, JR. as Executor of my Last Will and Testament, and do hereby waive the necessity of his entering any bond as Executor and I also waive the necessity of having RODNEY F. TRIPLETT, JR. present a formal appraisal, inventory or accounting of my estate.

ARTICLE III.

I hereby will and direct that at the time of my death I be given a Christian-like funeral suitable to my circumstances and station in life, and that my just debts, including funeral expenses and expenses of my last illness, if any, be paid by my Executor as soon after my death as conveniently may be done.

Elsie A. Hemphill

ARTICLE IV.

I devise and bequeath all of the property of which I am seized and possessed at the time of my death, both real, personal or mixed, of whatever nature and wherever situated as follows:

1. One-fourth (1/4th) of my estate to George Stanley Ivy,
2. One-fourth (1/4th) of my estate to Rodney F. Triplett, Jr., Diane Triplett Lee, Suzan Triplett Fuller, Elizabeth Triplett Walker, Lou Ann Triplett Wordtke, to share and share alike;
3. One-fourth (1/4th) of my estate to Thomas Howard Pearson, Jr, M.D., Rodney Andrews Pearson, George Treadway Fowler Pearson and Jacklyn Louise Pearson Bankston, to share and share alike, and,
4. One-fourth (1/4th) of my estate unto R. Faser Triplett, M.D., as Trustee in trust for Rachel Elizabeth Ivy, Tyler Stewart Ivy and Harley Davidson Ivy (herein the "Beneficiaries"). In the event that R. FASER TRIPLETT, M.D. shall predecease me, or in the event that R. FASER TRIPLETT, M.D. is otherwise unable or unwilling to serve as Trustee, I hereby name and appoint RODNEY F. TRIPLETT, JR. as Trustee of the Trust. Said Trust shall operate according to the following terms and conditions, to-wit:
 - a) The primary purpose of this Trust is to provide for the care, maintenance, support and education of the Beneficiaries, and to this objective, the Trustee shall have those powers, discretions and authorities as set forth in the Mississippi Uniform Trustees Powers Act, being 91-9-101, et seq., of the Mississippi Code of 1972 Annotated, as amended.
 - b) During the entire period of the Trust provided for herein, the Trustee, for and on behalf of the purpose of the Trust, shall have the title to right of possession, management and control of the trust estate and any part thereof with full power to sell, convey, transfer, exchange, lease, mortgage, invest and reinvest, any kind of Trust property, whether real, personal or mixed, to which said Trustee is expressly authorized to execute and deliver any and all necessary and proper instruments, documents, deeds, advances and transfers. No purchaser or any other party dealing with the Trustee in relation to the trust estate shall be under any duty or obligation to see to the proper application by the Trustee of the fund arising therefrom.
 - c) The Trustee is authorized and empowered to sell and dispose of any and all investments, securities and property, real and personal, of the Trust estate, either at public or private sale, for such purpose and on such terms as the Trustee may deem proper and in the best interest of the Trust estate.

Elsie A. Hampshire

- d) The Trustee may use so much of the income (and if necessary, the corpus) of the Trust as, in his sole discretion, he may deem necessary in order to insure that the Beneficiaries are properly maintained, cared for and educated
- e) Neither the principal nor the income of the Trust fund, nor any part of same, shall be liable for the debts of any Beneficiary hereunder, and no Beneficiary hereunder shall have any power to sale, sign, transfer, incumber or in any manner to anticipate or dispose of his or her interest in the Trust fund or any part of same of the income produced from said fund or any part of same
- f) Upon all Beneficiaries reaching the age of twenty-five years (25), the corpus of the Trust and then existing income from the Trust shall be distributed to the Beneficiaries in equal shares.
- g) It is my intention that said Trust be set up prior to any final adjudication of my estate and I direct the Executor to establish the same.
- h) The personal and real property in my estate shall not vest in the Trust established herein until such time as any and all obligations of my estate have been paid to include cost of administration, taxes, and any claims properly filed and probated therein.

IN WITNESS HEREOF. I have heretofore subscribed my name, this the 17th day of March, 1997.

Elsie A. Hemphill
ELSIE A. HEMPHILL

ATTESTATION

WE, the undersigned subscribing witnesses in and for the foregoing Last Will and Testament of ELSIE A. HEMPHILL, do hereby acknowledge and attest that the same was exhibited to us by the said ELSIE A HEMPHILL as her Last Will and Testament, and that she signed the same in our presence and in the presence of each of us, and that at her request and in the presence of each other, we signed the same as subscribing witnesses thereto.

THIS the 17th day of March, 1997.

Katherine D. Maxwell
WITNESS

Annie Louise Coste
WITNESS

Elsie A. Hemphill



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 17th day of March, 2002, at 9:30 o'clock a M., and was duly recorded on the MAR 17 2002, Book No 34, Page 445
MIKE CROOK, CHANCERY CLERK BY [Signature] D C

MAR 07 2002

MIKE CROOK
CHANCERY CLERK

AFFIDAVIT OF SUBSCRIBING WITNESS

By: Stacey H. De

STATE OF MISSISSIPPI

COUNTY OF Lauderdale

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Katherine D. Maxwell who, being by me first duly sworn according to law, says on oath.

1. That this Affiant is one of the subscribing witnesses to the annexed and foregoing Last Will and Testament of ELSIE A HEMPHILL, who was personally known to the Affiant, and whose signature is affixed to said Last Will and Testament, which Last Will and Testament is dated the 4th day of March, 1997.

2. That on the 4th day of March, 1997, the said ELSIE A HEMPHILL signed, published and declared said instrument of writing as her Last Will and Testament in the presence of this Affiant and in the presence of Annie Louise Coats, the other subscribing witness to said instrument

3. That said ELSIE A HEMPHILL was on the 4th day of March, 1997, of sound and disposing mind and memory and above the age of twenty-one (21) years.

4. That said ELSIE A. HEMPHILL was not acting under duress, menace, fraud, undue influence, or misrepresentation at the time of executing said Last Will and Testament.

5. That this Affiant, together with Annie Louise Coats, subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance and request and in the presence of said ELSIE A. HEMPHILL, and in the presence of each other.

That Affiant's address is 4907-15th Place, Meridian,
Mississippi, 39305.

Katherine D. Maxwell
Elsie A. Hemphill

SWORN TO AND SUBSCRIBED BEFORE ME, this the 4th day of
March, 1997.

Wital C. Bryan
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 12, 2000.

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 7th day of March, 2002, at 9:30 o'clock a M., and was duly recorded on the MAR 1-7 2002, Book No 34, Page 448

MIKE CROOK, CHANCERY CLERK

BY: Stacey H. De



MAR 07 2002

MIKE CROOK
CHANCERY CLERK
By: SANDY HILL

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF MISSISSIPPI

COUNTY OF Lauderdale

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Annie Louise Coats, being by me first duly sworn according to law, says on oath

1. That this Affiant is one of the subscribing witnesses to the annexed and foregoing Last Will and Testament of ELSIE A. HEMPHILL, who was personally known to the Affiant, and whose signature is affixed to said Last Will and Testament, which Last Will and Testament is dated the 4th day of March, 1997

2. That on the 4th day of March, 1997, the said ELSIE A. HEMPHILL signed, published and declared said instrument of writing as her Last Will and Testament in the presence of this Affiant and in the presence of Katherine Maxwell, the other subscribing witness to said instrument

3. That said ELSIE A. HEMPHILL was on the 4th day of March, 1997, of sound and disposing mind and memory and above the age of twenty-one (21) years.

4. That said ELSIE A. HEMPHILL was not acting under duress, menace, fraud, undue influence, or misrepresentation at the time of executing said Last Will and Testament.

5. That this Affiant, together with Katherine Maxwell subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance and request and in the presence of said ELSIE A. HEMPHILL, and in the presence of each other.

That Affiant's address is 2911-29th St. Meridian

Mississippi 39305

Annie Louise Coats
Elsie A. Hemphill

SWORN TO AND SUBSCRIBED BEFORE ME, this the 4th day of March, 1997.

Kristen C. Bryan
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 12, 2000,

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 7th day of March, 2002, at 9:30 o'clock a M., and was duly recorded on the MAR 17 2002, Book No 34, Page 449.
MIKE CROOK, CHANCERY CLERK BY: SANDY HILL D.C.



2002-178

LAST WILL AND TESTAMENT OF JO ELKIN HARPER

MIKE CROOK
CHANCERY CLERK

By Mike Supp D.C.

I, JO ELKIN HARPER, being of sound and disposing mind and memory and an adult resident citizen of Madison County, Mississippi, do hereby make, publish and declare this to be my Last Will and Testament, expressly revoking all other wills and codicils thereto made by me.

ITEM ONE: I give, devise and bequeath all my money and property, both personal and real, unto EDWARD EARL HARPER AND ROSA LEE HARPER CURTIS, to be divided equally among them at the time of my death; and if either of said parties predecease me, them I give and bequeath all to the remaining party.

ITEM TWO: I hereby name, constitute and designate EDWARD EARL HARPER as Executor of my Estate, and do hereby relieve him of making bond and of reporting to any Court.

SIGNED, PUBLISHED AND DECLARED by me as my LAST WILL AND TESTAMENT on the August 26, 1991, in the presence of these witnesses who also signed the same, as witnesses hereto, at my request, in my presence, and in the presence of each other on this day.

Jo Elkin Harper
JO ELKIN HARPER

WITNESSES:

Suzanne Curtis Parker
Dorlene Hall

I leave to Suzanne Curtis Parker, the sofa that is in my bedroom, and the bedroom suite in my bedroom to my grand daughter Cynthia J Curtis. written by me Jo Elkin Harper
9-12, 1996

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 7th day of March, 2002, at 10:00 o'clock A. M., and was duly recorded on the 7th day of March, 2002. Book No. 34, Page 450.
MIKE CROOK, CHANCERY CLERK BY: Mike Supp D.C.



002179

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

FILED
THIS DATE

MAR 07 2002

IN THE MATTER OF THE
LAST WILL AND TESTAMENT
OF JO ELKIN HARPER, DECEASED

By *[Signature]*
MIKE CROOK
CHANCERY CLERK

CIVIL ACTION NO. 2002-178

AFFIDAVIT OF SUBSCRIBING WITNESS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, EARLENE HALL, who, being first duly sworn, does hereby state on her oath the following:

1. That she is familiar with the handwriting and signature of the late JO ELKIN HARPER; that the attached Last Will and Testament is authentic; that the signature subscribed thereto is the genuine signature of the said JO ELKIN HARPER; and that said signature was made and done by the said JO ELKIN HARPER.

2. That the said JO ELKIN HARPER, on the 26th day of August, 1991, being the date that the said JO ELKIN HARPER requested the undersigned to sign as a subscribing witness to her Last Will and Testament was then of sound and disposing mind and memory and over the age of eighteen years. Additionally, the undersigned states on oath that she has known JO ELKIN HARPER, now deceased, for fifty or more years, and that on the 26th day of August, 1991, the date JO ELKIN HARPER signed her Last Will and Testament, she was then and there of sound and disposing mind

and memory and over the age of eighteen years. Furthermore, the undersigned Affiant is in no wise interested in the estate of JO. ELKIN HARPER, deceased.

Earlene Hall
EARLENE HALL

SWORN TO AND SUBSCRIBED BEFORE ME on this the 11th day of February, 2001.

Susan Coy Phillips
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6/4/2002

C:\WEBKUP\WPWIN\DOCS\PROBATE\HARPER\DAWSON1.AFF

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 7th day of March, 2002, at 10:00 o'clock A. M., and was duly recorded on the 7th day of March 2002 Book No. 34, Page 451.
MIKE CROOK, CHANCERY CLERK BY: James Supp D.C.



LAST WILL AND TESTAMENT OF Thomas Alva Ross
AND Betty Jayne Todd Ross, HUSBAND AND WIFE

#2002-181

We, the undersigned, Thomas Alva Ross and Betty Jayne Todd Ross, husband and wife, citizens and residents Plano, Texas, being at this time sound in body and mind, but recognizing the uncertainty of life, and desiring to make disposition of our worldly assets to take effect at our deaths, do now each of us hereby make, publish and declare the following to be our separate and mutual Last Wills and Testaments:

I.

We and each of us do hereby revoke any and all wills by us or either of us heretofore made:

II.

We do each of us direct that out of the property we or either of us shall leave there shall be first paid all of our debts, funeral expenses, expenses of last illness and expenses of administration on our estates:

III.

I, Thomas Alva Ross do hereby bequeath and devise all the property I may own at my death, real, personal, and mixed, tangible and intangible, and wheresoever the same may be located, to my wife, Betty Jayne Todd Ross, to be hers absolutely and in fee simple, if she survive me: if my wife, Betty Jayne Todd Ross, does not survive me, then I do hereby bequeath and devise all of the property I may own at my death, real personal and mixed, tangible and intangible and wheresoever the same may be located to Daphne Virginia Ross, Charles William T. Ross, Mark Alexander Ross, all children of my marriage to my wife, Betty Jayne Todd Ross, in undivided shares, an undivided One-third thereof to each of them, and to the heirs at law by right of representation of any of said three (3) children who may be deceased.

IV.

I, Betty Jayne Todd Ross do hereby bequeath and devise all the property I may own at my death, real, personal and mixed, tangible and intangible, and wheresoever the same may be located, to my husband, Thomas Alva Ross, to be his absolutely and in fee simple, if he survive me: if my husband, Thomas Alva Ross, does not survive me, then I do hereby bequeath and devise all of the property I may own at my death, real, personal and mixed, tangible and intangible and wheresoever the same may be located to Daphne Virginia Ross, Charles William T. Ross, Mark Alexander Ross, all children of my Marriage to my husband, Thomas Alva Ross, in undivided shares, and undivided One third thereof to each of them, and to the heirs at law by right of representation of any of said three (3) children who may be deceased.

V.

I, ~~Thomas Alva Ross~~, do hereby designate and appoint my wife, ~~Betty Jayne Todd Ross~~, as sole executrix of my Last Will and Testament, and direct that she be permitted to serve as such without

FILED
THIS DATE
11:00 A.M.
MAR 08 2002

Thomas Alva Ross

Betty Jayne Todd Ross

MIKE CROOK
CHANCERY CLERK
By: Mike Crook D.C.

VI.

I, Betty Jayne Todd Ross, do hereby designate and appoint my husband, Thomas Alva Ross, as sole executor of my last will and testament, and direct that he be permitted to serve as such without bond:

To this instrument we do each of us now on the 3rd day of July, 1981, in Plano, Texas, sign our names in the presence of each other, and in the presence of the witnesses whose names hereafter appear, and we do each of us now make, publish, and declare the foregoing to be our separate and mutual Last Wills and Testaments, and do request the witnesses whose names hereafter appear to sign their names hereto as such witnesses.

Thomas Alva Ross
Betty Jayne Todd Ross

The foregoing instrument was, on the 3rd day of July, 1981, subscribed by Thomas Alva Ross, in the presence of each of us, the undersigned, and at the same time declared by the said Thomas Alva Ross to us to be his Last Will and Testament, and we thereupon, at the request of the said Thomas Alva Ross, in his presence and in the presence of each other, sign our names hereto as witnesses, this 3rd day of July, 1981 at Plano, Texas.

WITNESSES:

ADDRESS OF WITNESSES:

Jayce M. Jones
Robert W. Jones

1500 Concord Circle, Plano, Texas
1500 Concord Circle, Plano, Texas

The foregoing instrument was, on the 3rd day of July, 1981 subscribed by Betty Jayne Todd Ross, in the presence of each of us, the undersigned, and at the same time declared by the said Betty Jayne Todd Ross to us to be her Last Will and Testament, and we thereupon, at the request of the said Betty Jayne Todd Ross, in her presence and in the presence of each other, sign our names hereto as witnesses, this 3rd day of July, 1981 at Plano, T, Texas.

WITNESSES:

ADDRESS OF WITNESSES:

Jayce M. Jones
Robert W. Jones

1500 Concord Circle, Plano, Texas
1500 Concord Circle, Plano, Texas

STATE OF TEXAS

COLLIN COUNTY

Before me, the undersigned authority, on this day personally appeared Thomas Alva Ross and Betty Jayne Todd Ross, Joyce M. Jones, and Robert W. Jones know to me to be the testator, testatrix and witnesses respectively, whose names are subscribed to the annexed and foregoing instrument in their respective capacities, and declared to me and to the said witnesses in my presence that said instrument is their separate and mutual Last Will and Testament, and that they had willingly made and executed it as their free and voluntary act and deed for the purposes therein expressed; and the said witnesses, each on his oath stated to me, in the presence and hearing of the said testator and testatrix, that the testator and testatrix had declared to them that said instrument is their separate and mutual Last Will and Testament, and that they executed the same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as a witness in the presence of each other and in the presence of the said testator and said testatrix at their request and that said testator and said testatrix were at that time eighteen years of age or over and were each of sound mind.

Thomas Alva Ross
Testator

Betty Jayne Todd Ross
Testatrix

Joyce M. Jones 1500 Concord Circle, Plano, Texas
Witness Address

Robert W. Jones 1500 Concord Circle, Plano, Texas
Witness Address

Subscribed and sworn to before me this 3rd day of July, 1981.

Sam O Jones
Notary Public



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 8th day of March, 2002, at 11:00 o'clock A M., and was duly recorded on the 8th day of March, 2002 Book No. 34, Page 453.

MIKE CROOK, CHANCERY CLERK

BY: Marlene Supp D.C.

2002-149

FILED
THIS DATE

MAR 08 2002

MIKE CROOK
CHANCERY CLERK

By: S. COONEY DC.

LAST WILL AND TESTAMENT
OF
TOMMIE SNEED WIMBERLEY

I, TOMMIE SNEED WIMBERLEY, an adult resident citizen of Madison County, Mississippi, being of sound and disposing mind and memory, hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other wills and codicils heretofore made by me.

ITEM I.

CO-EXECUTORS AND SUCCESSOR

I appoint my wife, LEIGH ANNE WIMBERLEY, and C W. "DUB" IVY as Co-Executors of my Estate under this Will. If either LEIGH ANNE WIMBERLEY or C. W. "DUB" IVY is or becomes unable or unwilling to serve as Co-Executor, then I appoint TRUSTMARK NATIONAL BANK to serve as successor Co-Executor Each of LEIGH ANNE WIMBERLEY and C W "DUB" IVY shall be paid the sum of fifty thousand dollars (\$50,000) for serving as Co-Executor TRUSTMARK NATIONAL BANK shall be paid a fee for serving as Co-Executor based upon its usual and customary fee schedule

ITEM II.

WIFE AND CHILDREN

My wife's name is LEIGH ANNE WIMBERLEY, and she is referred to as "my wife." I have two (2) children now living and they are DAWN LEE WIMBERLEY O'HARO and KAREN DENISE WIMBERLEY COLEMAN. They are referred to as "my children" or "my daughters."

My wife has two (2) children by a previous marriage and they are ASHLEY BROOKE PATTON and LESLEIGH ANNE PATTON. They are referred to as "my wife's children."

ITEM III.

PAYMENT OF DEBTS, TAXES AND EXPENSES

I direct my Co-Executors to pay all of my just debts and obligations which are probated, registered and allowed against my estate as soon as may be conveniently done, provided, however, that my Co-Executors shall specifically be authorized to pay any debt of my estate which does not exceed one thousand dollars (\$1,000) without the necessity of probating the debt.

I further direct my Co-Executors to pay all of my funeral expenses (including the cost of a suitable monument at my grave), expenses of my last illness, any unpaid charitable pledges (regardless of whether said pledges may be enforceable obligations of my estate), and the costs of administration of my estate as soon as practicable after my death; provided, however, my Co-Executors shall not be required to pay any obligation in advance of its maturity. My Co-Executors may pay from my domiciliary estate in their sole discretion all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions. All such costs and expenses shall be charged against my residuary estate.

Nothing in this Item of my Will shall be construed as creating an express trust or fund for the payment of debts and expenses, which would in any way extend the normal statute of limitations for the payment of my debts or enlarge upon my statutory duty to pay debts.

In the event that any property or interest in property passing under this Will or by operation

of law or otherwise by reason of my death shall be encumbered by a mortgage or lien or shall be pledged to secure any obligation, whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually, it is my intention that such indebtedness shall not be charged to or paid from my estate but that the devisee, legatee, joint owner taking by survivorship, or beneficiary shall take such property or interest in property subject to all such encumbrances at the time of my death.

I direct my Executor to pay all inheritance and estate taxes payable by reason of my death including any interest and penalties thereon. If my wife should incur any additional income or gift taxes (including any interest and penalty thereon) in connection with any joint income tax returns filed by the two of us or any gift made by me during my lifetime which my wife consented to split with me, then I give and bequeath outright to my wife an amount equal to such taxes, interest and penalties. All inheritance and estate taxes payable by reason of my death shall be apportioned in accordance with the Mississippi Uniform Estate Tax Apportionment Act; provided, however, that my personal effects passing under Item IV of this Will shall bear no share of any such taxes. I specifically do not waive the right of my Executor under Internal Revenue Code (1) section 2206 to recover from the beneficiaries of life insurance policies on my life the portion of the total estate tax paid as the proceeds of such policies bear to my taxable estate, (2) section 2207B to recover the proportionate share of estate taxes from the recipient of property included in my gross estate under Internal Revenue Code section 2036, and (3) section 2207A to recover the proportionate share of estate taxes from the recipient of property included in my gross estate under Internal Revenue Code

section 2044.

ITEM IV.

PERSONAL EFFECTS

A. If Wife Survives Me. I give and bequeath to my wife, LEIGH ANNE WIMBERLEY, if she survives me, all of my household furniture and furnishings, chinaware, silverware and linens, clothing, jewelry, art and decorative objects, sport equipment and other tangible personal property located in my home, and policies of insurance thereon, but not including cash, bank accounts, securities or intangible property.

B. If Wife Does Not Survive Me. If my wife does not survive me, I give and bequeath these items of tangible personal property in equal shares to my children to divide as they agree, or if they fail to agree, as they may select by casting lots to determine the order in which they shall select, with each of them to select in the aggregate items of comparable value in this rotating fashion.

C. Separate Memorandum. I may leave a separate memorandum containing directions for the specific disposition to be made of certain of the tangible personal property bequeathed under this Item. In such event, the provisions of that memorandum shall be given the same legal effect as if included in this Will and the assets described therein shall be distributed to the named beneficiaries.

ITEM V.

BEQUESTS TO WIFE AND RESIDENCE

A. Monetary Bequest. I give and bequeath to my wife, LEIGH ANNE WIMBERLEY, if she survives me, the sum of one hundred thousand dollars (\$100,000), to be paid in equal monthly installments for a total of twelve (12) months, commencing with the month of my death. This provision is made in lieu of any statutory allowance to which my wife may be entitled for one year's support.

B. Residence. My principal residence at the time of my death shall be disposed of as follows if my wife survives me:

1. If Wife Chooses to Receive Residence. My wife, LEIGH ANNE WIMBERLEY, may choose to fund the marital trust in Item VI with any interest I may own at the time of my death in my residence which is occupied by us as a family home. If my wife chooses to fund the marital trust with my interest in my residence, then my wife shall notify my Co-Executors in writing within ninety (90) days of the date of my death of her decision whether to receive the interest in my residence. If my wife fails to so notify my Co-Executors within ninety (90) days of the date of my death, then my wife shall be presumed to have chosen not to fund the marital trust with such residence.

2. If Wife Does Not Choose to Receive Residence If my wife does not choose to fund the marital trust with my interest in my residence, then I direct my Co-Executors to sell my principal residence after my death; provided, however, that my wife, LEIGH ANNE

WIMBERLEY, shall have the right to reside in said residence for a period not to exceed one (1) year after my death. It is my intention that if my wife does not choose to fund the marital trust with my interest in my residence that my Co-Executors place my principal residence on the market and sell it within a reasonable time following my death. In that event, my Co-Executors may place my house on the market upon the earlier of (i) such time as my wife notifies my Co-Executors of her decision not to fund the marital trust with my interest in my residence, or (ii) ninety (90) days after the date of my death. Recognizing the benefit of having the residence occupied to maximize the sales price, my Co-Executors shall be authorized to allow my wife, LEIGH ANNE WIMBERLEY, to continue to reside in the residence beyond the one (1) year period following my death if my residence has not been sold within that time period. During the time my wife occupies my principal residence, she shall not be charged rent, but she shall pay the usual and customary expenses of residing in and maintaining the residence.

If my wife does not survive me, then my residence shall pass according to the provisions of Item VII of this Will.

C. Partnership and LLC Interests. If my wife, LEIGH ANNE WIMBERLEY, survives me, I give, devise and bequeath to LEIGH ANNE WIMBERLEY, as Trustee of the "TOM S. WIMBERLEY MARITAL TRUST" created under Item VI of this Will, to be held, administered and distributed according to the terms of such trust, all of my limited partner interest in WIMBERLEY

REALTY PARTNERS, L. P. and all of my interest in WIMBERLEY MANAGEMENT, LLC, which I own at the time of my death.

ITEM VI.

MARITAL TRUST

A. Share to Marital Trust I give, devise and bequeath to LEIGH ANNE WIMBERLEY and TRUSTMARK NATIONAL BANK, as Co-Trustees (collectively, the "Trustee") for my wife, one-third (1/3) of the rest and residue of my estate. Notwithstanding anything in Item V, my residue shall include (for the purpose of calculating the one-third (1/3) marital share) any interest I own in our principal residence at my death. As provided in Item V.B., at the option of my wife, this fractional share passing to the marital trust may be funded in part with my principal residence.

1. If My Wife Does Not Choose to Fund With Residence. If my wife does not choose to fund this marital trust with my residence, then the one-third (1/3) fractional share passing to the marital trust shall be funded with a pro rata share of all the assets in the residue of my estate.

2. If My Wife Chooses to Fund With Residence. If my wife chooses to fund this marital trust with my residence, the Co-Executors shall calculate the dollar value of a one-third (1/3) fractional share in the rest and residue of my estate as finally determined for federal estate tax purposes (the "Marital Share"). The Co-Executors shall fund the Marital Share in the following order with assets equal to the one-third (1/3) fractional share valued as of date of distribution:

- (i) First, with my residence;
- (ii) Second, to the extent that my residence has not fully funded the Marital Share, then with up to a one-third (1/3) share of all of my other assets.

B. Distribution of Income. The Trustee shall hold, manage, invest and reinvest the trust property and commencing with the date of my death, pay to or apply for the benefit of my wife all the net income of this trust. These income payments shall be made to my wife in convenient installments, at least quarter-annually.

C. Distribution of Principal. In addition to the net income, the Trustee shall pay to or apply for the benefit of my wife so much of the principal of this trust as is needful or desirable for my wife's health, support and maintenance, including medical, surgical, hospital or other institutional care, having in mind both the standard of living to which she has been accustomed and the funds available to her from other sources.

D. Disclaimer. My wife shall have the right to disclaim all or any part of her interest in any property which I have devised or bequeathed to her, whether outright or in trust. Any such disclaimer shall be made in writing, clearly stating the portion or assets disclaimed, and shall be delivered to my Co-Executors within the time period required for the disclaimer to qualify under Section 2518 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future law. If my wife disclaims in whole or in part, the property in which she disclaims her interest shall be distributed as though she predeceased me, according to the provisions of this Will.

E. Distribution Upon Wife's Death or if Wife Predeceases. Upon the death of my wife any undistributed income of the trust shall be paid to my wife's estate or as she appoints by her Last Will and Testament. Upon the death of my wife the Trustee shall pay to the Executor of my wife's estate from the then remaining trust estate the amount, if any, by which the inheritance and estate taxes payable by reason of my wife's death shall have been increased as a result of the inclusion of the trust estate in my wife's estate. Upon the death of my wife, or upon my death if my wife does not survive me, the entire remaining principal of this trust shall be distributed in equal shares to my wife's children, per stirpes; provided, however, that the share of a child who has not yet attained the age of thirty-five (35) years (the "beneficiary") shall be held in trust by the Trustee as a separate trust, and administered and distributed pursuant to the provisions set forth below in this paragraph E. Upon the death of my wife, or upon my death if my wife does not survive me, if my wife's children are all deceased, and if my wife's children have no then surviving descendants, the then remaining trust assets shall pass in equal shares to my children, per stirpes. If a trust created under this Will for the benefit of any such child is then in existence, such distribution shall not be made outright to the child, but shall pass to the trust for the benefit of such child.

1. Distribution of Income. The Trustee may distribute to or for the benefit of the beneficiary as much of the net income as the Trustee deems advisable for the beneficiary's education, support, maintenance and health; for the maintenance of the beneficiary's accustomed standard of living, or for any medical, hospital or other institutional care which the beneficiary may require. These distributions shall be made in such

proportions, amounts, and intervals as the Trustee determines. Any income not distributed shall be added to principal and shall be distributed according to the provisions of this Item.

2. Distribution of Principal. In addition to the income distributions, the Trustee may distribute to or for the benefit of the beneficiary as much principal as the Trustee deems advisable for the beneficiary's education, support, maintenance and health; for the maintenance of the beneficiary's accustomed standard of living; or for any medical, hospital or other institutional care which the beneficiary may require. In making principal distributions, the Trustee shall consider the needs of the beneficiary and the funds available to him or her from other sources

3. Final Distribution of Separate Trust Assets. Upon the beneficiary's attaining the age of thirty-five (35) years, the Trustee shall distribute outright and free of trust to the beneficiary all of the then remaining trust principal and accumulated income, if any, and such separate trust shall terminate.

4. Death of Beneficiary.

(i) If the beneficiary should die prior to termination of his or her separate trust, then the remaining trust assets shall be retained in trust for the benefit of the beneficiary's surviving descendants, with distributions to be made to such descendants pursuant to the standards set forth in the preceding subparagraphs 1 and 2; and with final distribution of the trust assets to be made in equal shares to the

deceased beneficiary's descendants, per stirpes, upon the attainment of the age of twenty-one (21) years by the deceased beneficiary's youngest surviving child

(ii) If a deceased beneficiary has no then surviving descendant, then upon the beneficiary's death prior to termination of his or her separate trust, the then remaining trust assets shall pass in equal shares to my wife's children, per stirpes. If a trust created under this Will for the benefit of any such child is then in existence, such distribution shall not be made outright to the child, but shall pass to the trust for the benefit of such child.

(iii) If a deceased beneficiary has no then surviving descendant and if all of my wife's children and the descendants of my wife's children are deceased, then upon the beneficiary's death prior to termination of his or her separate trust, the then remaining trust assets shall pass in equal shares to my children, per stirpes. If a trust created under this Will for the benefit of any such child is then in existence, such distribution shall not be made outright to the child, but shall pass to the trust for the benefit of such child.

F. Disclaimer. At any time any beneficiary may irrevocably disclaim or renounce any further interest in this trust by notifying the Trustee in writing of the beneficiary's disclaimer or renunciation. In such event, the trust provision shall thereafter be interpreted as though such beneficiary died on the date of such disclaimer or renunciation.

G. Trust Property to Qualify for Marital Deduction. In establishing this trust for the benefit of my wife, I direct (a) that except to the extent this trust cannot otherwise be funded by property of my estate which would qualify for the marital deduction, there shall not be allocated to the trust any property, or the proceeds of any property, which would not qualify for the marital deduction allowable in determining the federal estate tax on my estate, or any property, or the proceeds of any property, includable in my gross estate for federal estate tax purposes and also subject (by reason of my death) to any inheritance tax, transfer tax, estate tax or other death duty in any foreign country, state, province or other political subdivision thereof; (b) that except upon the direction of my wife, the Trustee shall not invest in or retain beyond a reasonable time any unproductive property, as that property is defined in applicable tax laws, or any other property with respect to which the marital deduction would not be allowed; and (c) that none of the powers this Will grants to my Co-Executors or to the Trustee shall be exercised in such a manner as to disqualify this trust or any part thereof from the marital deduction allowable in determining the federal estate tax on my estate

H. Trust Assets Not to be Used for Payment of Taxes. None of the assets of this trust shall be used for the payment of any estate, inheritance or other death taxes that shall become payable upon or by reason of my death

I. Qualified Terminable Interest Property Trust Established. By the provision of this Item, I have established a "qualified terminable interest property" trust, as that term is defined in Section 2056(b)(7) of the Internal Revenue Code of 1986, as amended, and in effect on the date of

this Will. I direct my Co-Executors to make a qualified terminable interest property election as to all of the assets of this trust.

J. Name of Trust. This trust shall be designated and known as the "TOM S. WIMBERLEY MARITAL TRUST."

K. Alternate Disposition. If all of the persons and classes designated as beneficiaries of this trust die prior to the distribution of all trust assets, upon death of the survivor of them, the assets shall be distributed outright and free of trust to my heirs at law, according to the intestacy laws then in effect in the State of Mississippi

L. Satisfaction of Pre-Nuptial Agreement. The provisions of this Item and the provisions of Items IV and V of this Will are made in satisfaction of any rights my wife may have under the Pre-Nuptial Agreement executed by Leigh Anne Patton and me on November 8, 1989

ITEM VII

DAUGHTERS' TRUSTS

A. Residue to Daughters' Trusts. I give, devise and bequeath all the rest and residue of my estate in trust to DAWN LEE WIMBERLEY O'HARO, KAREN DENISE WIMBERLEY COLEMAN and TRUSTMARK NATIONAL BANK, as Co-Trustees, to be held, administered and distributed for the benefit of my daughters and their descendants according to the provisions of this Item.

B. Trust One and Trust Two. My Co-Trustees shall first divide the assets of this trust into two separate trusts. Trust One shall have a value equal to the amount of my available GST

exemption from the federal generation-skipping transfer tax at the time of my death. It is my desire that my Co-Executors will allocate my available GST exemption to the property constituting Trust One. Trust Two shall consist of the remainder of the property passing under this Item. It is my intent that Trust One have an inclusion ratio of zero for generation skipping transfer tax purposes, and that Trust Two have an inclusion ratio of one for generation skipping transfer tax purposes. Each of Trust One and Trust Two shall be divided into separate and equal shares, one share for each of my surviving daughters, and one share for the surviving descendants as a group of each of my deceased daughters. Each share for the surviving descendants of a deceased daughter of mine shall be divided into separate and equal shares among my deceased daughter's children, per stirpes. Each share shall be held, administered and distributed as a separate trust by my Co-Trustees as follows:

1. With respect to each separate trust, the Co-Trustees are hereby authorized, in the sole discretion of the Co-Trustees, at any time and from time to time, to distribute all or any part of the net income and/or principal of such separate trust to the beneficiary of the separate trust, being my daughter or a surviving descendant of my deceased daughter, as the case may be, (the "beneficiary"), as is needed for the health, education, support or maintenance of said beneficiary. Any net income, not distributed shall be added to the principal of such separate trust to be held, administered and distributed as a part thereof. A Co-Trustee who is not a restricted Co-Trustee (or a majority thereof, if more than one) shall be authorized to distribute income and principal to the beneficiary as the Co-Trustee determines to be in the best interests of the beneficiary.

2. With respect to each separate trust, upon the death of the beneficiary thereof,

before the complete distribution of the trust estate of such separate trust, the Co-Trustees shall distribute the then remaining trust estate of such separate trust as follows:

(i) per stirpes to the then living descendants of said beneficiary; but if there shall be no then living descendant of said beneficiary, then

(ii) per stirpes to the then living descendants of said beneficiary's most immediate ancestor who was my descendant and a descendant or descendants of whom are then living; but if there shall be no said ancestor of said beneficiary of whom a descendant or descendants are then living, then

(iii) per stirpes to my then living descendants, but if there shall be no then living descendant of mine, then

(iv) to my "heirs-at-law," determined at such time pursuant to the laws of the State of Mississippi.

C. Distributions to Descendants to be Held in Trust

1. If pursuant to the provisions of Paragraph B of this Item, the then remaining trust estate of a separate trust, or any share or portion thereof, shall be distributable to any descendant of mine (who shall then be the beneficiary of a separate trust held pursuant to the provisions of this Item) such then remaining trust estate, or share or portion thereof, shall not be distributed outright to said descendant but shall be added to such other separate trust to be held, administered and distributed as a part thereof.

2 If pursuant to the provisions of Paragraph B of this Item, the then remaining trust estate of a separate trust, or any share or portion thereof, shall be distributable to any descendant of mine who shall not then be the beneficiary of a separate trust held pursuant to the provisions of this Item, such then remaining trust estate, or share or portion thereof, shall not be distributed outright to said descendant but shall be retained in trust by the Co-Trustees as a separate trust of which the beneficiary shall be said descendant, and each such separate trust shall be designated by the name of said beneficiary with such additional title as the Co-Trustees may deem adequate clearly to identify such separate trust, and each such separate trust shall be held, administered and distributed subject to the provisions of this Item.

D. Spendthrift Provision. None of the principal or income of this trust shall be liable for the debts or obligations of any beneficiary or be subject to seizure by creditors of any beneficiary. The beneficiaries have no power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of any interest in the trust funds or the income produced from the funds.

E. Generation Skipping Transfer Tax Exemption Allocation. If my Co-Executors allocate any of my available GST exemption from the federal generation-skipping transfer tax to any trust created under this Item, and such trust would have a GST inclusion ratio other than one (1) or zero (0), the Co-Trustees shall create, or divide such trust into two separate trusts which are fractional shares, known as the "exempt trust" and the "non-exempt trust." The exempt trust is that fractional share of the total trust that has a GST inclusion ratio of zero (0), and the non-exempt trust

is the remaining fractional share of the trust, with a GST inclusion ratio of one (1). The terms and conditions of the non-exempt trust and the exempt trust will be identical

ITEM VIII.

S TRUST PROVISIONS

Notwithstanding any provision of this Will to the contrary, in the event that any trust established under this Will ("Original Trust") receives or purchases stock in an S corporation (as defined in Section 1361(a) of the Internal Revenue Code), the Trustee may at the Trustee's election continue to hold such S corporation stock in the Original Trust or segregate the stock into a separate trust. Any such separate trust shall be held, administered and distributed upon the same terms and conditions as the Original Trust from which it is segregated except that the trust shall meet all of the requirements of either a "qualified subchapter S trust" (as set forth in Section 1361(d) of the Internal Revenue Code) or an "electing small business trust" (as set forth in Section 1361(c)(2)(A)(v) of the Internal Revenue Code), as the Trustee may determine to be in the best interests of the trust or its beneficiaries, or both; it being my express intention that any such trust shall be a permissible shareholder of an S corporation for federal income tax purposes. To effectuate the foregoing provisions of this Item, I hereby grant to the Trustee the power, acting alone, to amend the provisions of this Will for the sole purpose of ensuring that any such trust qualifies as a permissible shareholder of an S corporation. Further, I hereby grant to the Trustee the authority, acting alone, to file any elections necessary to qualify any trust created under this Will as a permissible shareholder of an S corporation on behalf of the trust and/or its beneficiaries. Moreover, if, at any time after the creation

of any trust, all or any portion of a trust established under this Will is funded with shares of stock or any other interest in a corporation, limited liability company, partnership (either general or limited), limited liability partnership, joint venture or any other business entity which wishes to become an S corporation for federal income tax purposes, I hereby grant to the Trustee the power, acting alone, to consent to any such S corporation election if the Trustee deems it to be in the best interests of the trust and/or its beneficiaries and, in connection therewith, to segregate the stock into a separate trust upon the same terms and conditions more particularly set forth in the foregoing provisions of this Item. To effectuate the provisions of the immediately preceding sentence, I hereby grant to the Trustee all of the powers and discretions otherwise set forth in this Will.

ITEM IX.

TRUSTEE PROVISIONS

A. Bond and Accountings. No Trustee or Co-Trustee shall be required to enter into any bond as Trustee, to obtain the approval of any Court for the exercise of the powers or discretions provided herein, or to file with any Court any periodic or formal accountings of the administration of any trust. The Trustee shall render annual accountings to each of the beneficiaries of any trust (or his or her guardian if a beneficiary is a minor). No persons paying money or delivering property to the Trustee shall be required to see to its application. Where used throughout this Will, the terms "Trustee" and "Co-Trustee" may be used interchangeably.

B. Method of Trustee's Resignation. The Trustee or Co-Trustee may resign at any time by giving each of the beneficiaries of the trust or his or her guardian written notice specifying the

effective date of such resignation. The notice may be sent by personal delivery or by registered mail

C. Successor Trustees.

1. Marital Trust. If LEIGH ANNE WIMBERLEY resigns or becomes unable to serve as Trustee of the TOM S. WIMBERLEY MARITAL TRUST created for the benefit of my wife under Item VI of this Will, regardless of the cause, then TRUSTMARK NATIONAL BANK shall serve as sole Trustee. If TRUSTMARK NATIONAL BANK resigns as Trustee, my wife, LEIGH ANNE WIMBERLEY, shall select a successor Trustee, which shall be a financial institution with a fully staffed trust department and a minimum of one hundred million dollars of total trust assets under management

2. Other Trusts.

(i) Daughters. If either of my daughters should resign or become unable to serve as a Co-Trustee of any trust created under this Will (other than the TOM S. WIMBERLEY MARITAL TRUST created under Item VI), then she shall have the right to appoint her successor. If such daughter is unable or unwilling to appoint a successor Co-Trustee, then my other daughter shall appoint a successor Co-Trustee. If neither of my daughters is willing and able to appoint a successor Co-Trustee, then the adult beneficiary (or a majority thereof, if more than one) who has reached age thirty-five (35) years shall appoint a successor Co-Trustee

(ii) Trustmark National Bank. If TRUSTMARK NATIONAL BANK should resign as a Co-Trustee of any trust created under this Will (other than the

marital trust created under Item VI), my daughters by unanimous vote shall select a successor Co-Trustee. If only one daughter is willing and able to appoint a successor Co-Trustee, then she alone shall appoint a successor Co-Trustee. If neither of my daughters is willing and able to appoint a successor Co-Trustee, then the adult beneficiary (or a majority thereof, if more than one) who has reached age thirty-five (35) years shall appoint a successor Co-Trustee. Any such successor Co-Trustee or Trustee shall be a financial institution with a fully staffed trust department and a minimum of one hundred million dollars of total trust assets under management.

3. In no event may a spouse of any beneficiary serve as a Trustee or Co-Trustee of any trust created under this will.

D Majority of Trustees. If at any time there should be more than one then acting Trustee of a trust created hereunder, any decision to act or refrain from acting shall be taken by a majority vote of the Trustees, except as may be limited by the following provisions relating to restricted Trustees.

E Restricted Trustee. As used herein, with respect to any separate trust, the term "restricted Trustee" shall include any current beneficiary of such separate trust and any individual who shall have a legal obligation to support any current beneficiary of such separate trust; provided, however, that "a legal obligation to support a beneficiary," as used in this Section, shall not include an obligation to support arising solely by reason of an individual acting as guardian of conservator of said beneficiary. Except as may be expressly provided herein to the contrary, no restricted Trustee

shall have any voice, determination or vote relating to any discretionary distribution of the income or principal of any separate trust hereunder, and all such decisions shall be made by the Co-Trustee or Co-Trustees of such separate trust who are not restricted Trustees.

F. Compensation of Trustees Any bank or other financial institution serving as Trustee shall receive reasonable compensation based on the services it is required to perform. Any individual serving as Trustee or Co-Trustee shall be entitled to receive reasonable compensation based upon the comparable rates then being charged for such services in the Jackson, Mississippi area.

G. Removal of Corporate Trustee. Notwithstanding anything herein to the contrary, the current income beneficiary (or a majority thereof, if more than one) shall have the authority to demand the resignation of Trustmark National Bank or any successor corporate Trustee by delivery of written notice thereof to such corporate Trustee. The current income beneficiary (or a majority thereof, if more than one) shall be authorized to appoint a successor corporate Trustee which shall be a financial institution with a fully staffed trust department and a minimum of five hundred million dollars (\$500,000,000) of trust assets under active management, by delivery to the current Trustees of written notice of the appointment and the acceptance thereof by the new corporate Trustee.

ITEM X.

MISCELLANEOUS TRUST PROVISIONS

A. GST Exemption. The term "available GST exemption from the federal generation-skipping transfer tax" means an amount equal to the generation-skipping transfer exemption

provided in Section 2631 of the Internal Revenue Code of 1986, as amended, which shall not have been allocated otherwise either before or after my death.

B. GST Trust Provisions. Where there are two (2) or more trusts held for the benefit of the same beneficiary upon similar terms and one (1) or more of those trusts has an "inclusion ratio," as that term is defined in Section 2642 of the Code, which is less than the inclusion ratio of the other trust or trusts, the Trustee or Co-Trustees may, in the sole discretion of the Trustee or Co-Trustees, make discretionary distributions of principal (and/or income, unless income distributions from such trusts are mandatory) to said beneficiary primarily or exclusively from the trust or trusts with the higher inclusion ratio. Notwithstanding any other provision of this Will to the contrary, if the inclusion ratio of property directed to be added to a trust is different than the inclusion ratio of such trust, the Trustee may decline to make the addition and may instead administer the property as a separate trust with provisions identical to the trust.

C. Private Trusts Unless otherwise provided herein, the terms "trust" and "trusts" may be used interchangeably and shall mean all trusts created by this Will. Any trust created by this Will is a private trust.

D. Income During Administration of Estate. The income of any trust created by this Will shall accrue from the date of my death. During the administration of my estate and until the trust is established and activated, I authorize the Trustee to request of my Co-Executors, in which case my Co-Executors shall comply with that request, to pay at least annually out of my estate advanced payments of income to the income beneficiaries of the trust. These payments shall be an

amount which in the joint judgment of the Trustee and the Co-Executors equals the trust income which the beneficiaries would have received had the trust been established and activated. If an overpayment or underpayment results, the Trustee shall pay to or receive from the beneficiaries the appropriate amount.

E. Distributions to Minor or Incapacitated Beneficiary. In making distributions to the beneficiaries from a trust created under this Will, and especially where a beneficiary is a minor or incapable of transacting business due to incapacity or illness, the Trustee may make distributions either (a) directly to the beneficiary, (b) to the legal or natural guardian of the beneficiary, (c) to a relative or guardian of the person of the beneficiary who has custody and care of the beneficiary, or (d) by applying the payments for the benefit of the beneficiary by paying expenses directly. In any event, the Trustee shall require such reports and take such steps as the Trustee deems necessary to assure and enforce the application of such payments for the exclusive benefit of the beneficiary. However, the Trustee of any trust qualifying for the estate tax marital deduction shall have no power to accumulate the income even though the beneficiary may be incapacitated.

F. Trustee to Hold Minor's Share Until Age 21. If at any time in following the directions of this Will the Trustee is required to distribute outright to a person who is a minor all or any part of the principal of a trust created herein, the Trustee is directed to continue to hold and manage the share of the minor in trust for that minor's benefit until the minor attains age twenty-one (21), at which time the Trustee shall distribute such share to the beneficiary. Until distribution is made, the Trustee is directed to expend such part of the income and/or principal of the share belonging to that

minor as the Trustee, in the Trustee's discretion, deems necessary to provide for the proper education, support, maintenance and health of the minor and for any medical, hospital or other institutional care which the minor may require.

G Trustee May Hold Trust Properties in One Fund. The Trustee shall not be required to make physical division of the properties of any trust created herein, except where necessary for purposes of distribution, but may keep the trusts in one (or more) consolidated fund. The Trustee shall maintain books of account containing accurate records of separate principal, income and expense of each trust.

H Trustee's Discretion in Making Distributions. In making distributions of both principal and income, the Trustee may make a non pro rata distribution of property in kind. The judgment of the Trustee concerning values and purposes of such division or distribution of the property or securities held in the trust shall be binding and conclusive on all interested parties. The Trustee shall not be liable to any beneficiary for any decisions made pursuant to this paragraph. In making a division or distribution, the Trustee is specifically excused from a duty of impartiality with respect to the income tax basis of the property distributed. The Trustee may select assets to be allocated or distributed without regard to the income tax basis of the property and without regard to the types of assets distributed to individual beneficiaries. However, the Trustee may not exercise this power in any manner which would cause a trust intended to qualify for the estate tax marital deduction not to so qualify.

I. Trustee May Keep Trust in Existence. Notwithstanding the distribution of all of the assets of a trust created herein, the Trustee may keep in existence any trust created herein if the Trustee deems such action necessary or advisable for the trust to receive additional property at a later date.

J. Trustee Liability for Environmental Matters. The Trustee shall not be personally liable to any beneficiary of this trust or to any other party interested in this trust, for any claim for the diminution in value of trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including (1) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health, (2) the reporting of or other response to violations of any other federal, state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health, or (3) other matters relating to environmental laws.

ITEM XI.

STATEMENT TO TRUSTEE

With respect to each separate trust, the Trustee shall consider the lifetime beneficiary of such separate trust as the primary beneficiary, rather than the remaindermen of such separate trust

ITEM XII

TRUSTEES POWERS, RIGHTS AND DUTIES

A. Powers. In addition to the powers conferred by law upon trustees, including the

Uniform Trustees' Powers Law of Mississippi, and not by way of limitation thereof, the Trustee of each separate trust is hereby authorized to exercise the following powers for the sole benefit of the beneficiary of such trust:

(1) to make any division or distribution of the trust estate in kind, in money or partly in kind and partly in money, including but not limited to, the purchase of an annuity contract or other property for the benefit of a beneficiary to whom a distribution is to be made and to determine the value of property so divided or distributed;

(2) to hold, manage, insure, coinsure, reinsure, improve repair and control all property, real or personal, at any time forming a part of the trust estate; to continue to hold any or all property, real or personal, received by the Trustee from any person or fiduciary as a part of the trust estate or as an addition to the trust estate, even though the same be of a kind not usually considered suitable for trustees to select or hold, or be of a larger proportion in one (1) or more investments than the trust estate should, but for this provision, hold, including residential property, and irrespective of any risk, non-productiveness, or lack of diversification;

(3) to sell for cash, credit or installments at public or private sale, to grant options to purchase, and to convey or exchange any and all of the property at any time forming a part of the trust estate, or any life estate, term of years, remainder or reversion therein, for such price including property of equivalent value (whether or not of like kind or similar use, and

including life estates, terms of years, remainders or reversions) and upon such terms as the Trustee shall determine;

(4) to lease or license the use of any tangible or intangible personal property at any time forming a part of the trust estate upon such terms as the Trustee shall determine;

(5) to borrow money from any source (including any fiduciary hereunder), to extend or renew any existing indebtedness; and to mortgage or pledge any property at any time forming a part of the trust estate; to guarantee payment of any loan from a third person to a beneficiary or to a partnership of which a beneficiary or the trust is a general or limited partner and to pledge or hypothecate all or any part of the trust estate as collateral for such guarantee;

(6) to settle, compromise, contest, agree to arbitrate and be bound thereby, extend the time for payment or abandon claims or demands in favor of or against the trust estate or any part thereof;

(7) to sell, convey, release, mortgage, encumber, lease, partition, improve, manage, protect and subdivide any real estate interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereto, to re-subdivide, to contract, to sell, to grant options to purchase, to sell on any terms, to convey, to mortgage, pledge or otherwise encumber such property, or any part thereof, to lease such property, or any part thereof from time to time in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time including a period beyond

the terms of the trust, and to renew or extend leases, to amend, change or modify the terms and provisions of any lease, and to consent to the assignment of leases, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of any reversion; to partition or to exchange such real property, or any part thereof, for any real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about an easement appurtenant to such property or any part thereof, to construct and reconstruct, remodel, alter, repair, add to or take from buildings on such premises; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to direct the Trustee of any land trust of which the trust is a beneficiary to convey title to the real estate subject to such land trust, to execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust and in all matters regarding such trust and/or to execute assignments of all or any part of the beneficial interest in such land trust;

(8) to abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water, rents, assessments, repairs, maintenance and upkeep of any such property; to permit any such property to be lost by tax sale or other proceedings, or to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof,

(9) to invest and reinvest the trust estate wholly or partially in common stock or in any other type or types of assets (without regard to whether such shall be sanctioned for trust investment by any state, listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restriction), including but not limited to bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certification, options, beneficial interests in land trusts, interests in common trust funds, mutual funds, "open-end" or "closed end" investment funds or trusts, real estate investment trusts or other mineral interests, motion picture, radio, television or CATV production programming and licenses, livestock or other animals, commodities, foreign exchange, insurance or endowment policies, annuities, variable annuities or other personal or undivided interests in property, real or personal, foreign or domestic, as the Trustee may deem advisable without being limited by any statute or law regarding investments by Trustees; and in that connection, without limiting the generality of the foregoing, to invest the trust estate or any part thereof in any partnership, limited partnership, or joint venture, and to have and to exercise all the powers of management and participation in the management necessary and incidental to a membership in such partnership, limited partnership or joint venture, including the making of charitable contributions, and at any time to participate in the incorporation of any such enterprise;

(10) to purchase or otherwise acquire, for cash, credit or installments, or to invest in, reinvest in, retain or continue for an indefinite term, any business or business interests, as shareholder, creditor, partner, proprietor, or otherwise, even though it may be closely or privately held or may constitute all or a large portion of the trust estate of a separate trust; to participate in the conduct of such business or to rely upon others to do so, and to take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of such business, including the voting of stock, and the determination of all questions of policy; to take possession of the assets of such business, and to exercise complete control and management of such business, and in connection therewith, to enter into and perform contracts, commitments, orders, and engagements; to incur expenses and debts in connection with the conduct and operation of such business, and to pay and discharge such expenses and debts; to join in and execute partnership agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such business or any change in its nature and to retain and continue such changed or successor business; to invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any business, with trust funds; to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation and without obligation to file any report with the court in any jurisdiction; to elect, employ and

compensate directors, officers, employees or agents of any business, who may include the Trustee or a director, officer or agent of the Trustee; to deal with and act for such business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds, and to be compensated therefore; to sell, pledge or liquidate any interest in such business; provided that except upon the direction of my wife, the Trustee of the marital trust shall not invest in or retain beyond a reasonable time any unproductive property or any other property with respect to which the marital deduction would not be allowed;

(11) to determine whether receipts shall constitute principal or income, and whether expenses are properly chargeable to principal or income (except as otherwise provided herein, the Trustee shall be governed in such determinations by the provisions of the Principal and Income Act from time to time in force in the jurisdiction whose laws shall control the administration of the trust, or if there shall be no such act in force, by the National Conference of Commissioners on Uniform State Laws, as then amended; but in all cases not governed by any such Act, the Trustee is hereby authorized to determine what shall be charged or credited to income and what to principal, and the determination of the Trustee shall be conclusive upon all persons), to establish out of income and credit to principal reasonable reserves for the depreciation or depletion of tangible property; to amortize premiums paid on the purchase of securities or other property; provided, however, any capital gain dividend from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal;

(12) to employ and pay reasonable compensation to such agents, brokers, advisors, trustees, custodians, depositaries, title holders, escrowees, accountants, attorneys, investment counsel, appraisers, insurers and others (who may be the Trustee himself in such other capacity or any firm or corporation with which the Trustee is associated) as may be reasonably necessary or desirable in managing and protecting the trust estate; and to execute any general or limited direction or power of attorney for such employment;

(13) to vote, or refrain from voting, any corporate stock either in person or by general or limited proxy, for any purpose, including without limiting the generality of the foregoing, for the purpose of electing any Trustee or beneficiary as a director of any such corporation; to exercise or sell any conversion privilege, warrant, option or subscription right with respect to any security forming a part of the trust estate; to consent to take any action in connection with and receive and retain any securities resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization, the securities of which may at any time form a part of the trust estate; to deposit any securities with or under the direction of a committee formed to protect said securities and to consent to or participate in any action taken or recommended by such committee; to pay all assessments, subscriptions and other sums of money which may seem expedient for the protection of the interest of such trust as the holder of such stocks, bonds, or other securities; to enter into an agreement making such trust liable for a pro rata share of the liabilities of any corporation which is being dissolved

and in which stock is held, when in the opinion of the Trustee, such action is necessary to the plan of liquidation and dissolution of any such corporation; to join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest or corporate stock held as a portion of such trust; to join in the formation, modification, amendment, extension or cancellation of any voting trust;

(14) to cause any securities or other property, real or personal, which may at any time form a part of the trust estate, to be issued, held or registered in any Trustee's individual name without indication of any fiduciary capacity, or in the name of a nominee, or in such form that title will pass by delivery;

(15) to deal in every way and without limitation or restriction with the Executor, Trustee, or other representatives of any trust or estate in which the beneficiary of such separate trust has any existing or future interest (even though the Trustee may be acting in such other capacity);

(16) to open accounts, margin or otherwise, with brokerage firms, banks or others, and to invest the funds of the trust estate in, and to conduct, maintain and operate, these accounts for the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith to borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating these accounts;

(17) to move any part or all of the trust estate of any separate trust to any location, whether within or without the United States of America; and to transfer the situs of any trust property to any jurisdiction as often as the Trustee deems it advantageous to the trust, appointing a substitute Trustee to itself to act with respect thereof. In connection therewith, the Trustee may delegate to any such substitute Trustee any or all of the powers, discretionary or otherwise, given to the Trustee, and may elect to act as advisor to such substitute Trustee and shall receive reasonable compensation for so acting, and the Trustee may remove any acting substitute Trustee and appoint another, including itself, at will;

(18) to open and maintain one (1) or more savings accounts or checking accounts and to rent one (1) or more safety deposit boxes or vaults with any bank, trust company, safety deposit box company, savings and loan association or building and loan association, wherever located, whether within or without the United States of America, even if, in the case of a bank or trust company, such bank or trust company shall be acting as Trustee of such trust; to deposit to the credit of such account or accounts all or any part of the funds belonging to the trust estate, whether or not such funds may earn interest; from time to time, to add to or remove some or all of the items placed in any safety deposit box or vault, or to withdraw a portion or all of such funds so deposited by check or other instrument signed by the Trustee as Trustee of such trust, or by such other person or persons as the Trustee may from time to time authorize (including appointment of a deputy or deputies of a safety deposit box or vault), or if more than one Trustee shall be acting hereunder, by such one (1)

or more of the Trustees as shall be designated by a majority of the Trustees or such other person or persons as said majority of the Trustees may from time to time authorize, and any such bank, company or association is hereby authorized to allow such person or persons access to such safety deposit box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed, without inquiry of any kind; and access when so allowed, and payments when so made by such bank, company or association, shall not be subject to criticism or objection by any person concerned or interested in any way in the trust,

(19) to lend the principal or income of the trust estate to the beneficiary thereof, without interest and without security, or to make loans to such other persons, partnerships, corporations, trusts or estates, upon such terms, with such security and rates of interest as the Trustee may deem advisable.

(20) to allocate different kinds of disproportionate shares of property or undivided interests in property among beneficiaries of separate trusts and to determine the value thereof; except as otherwise provided herein, to make joint investments for any separate trust hereunder of which the Trustee is trustee or co-trustee and to hold such joint investments as a common fund for purposes of administration, dividing the net income therefrom in the same proportions as the respective interests of such trusts herein,

(21) to settle the accounts of a deceased, incapacitated or resigned Trustee, all persons having any interest in the trust to be conclusively bound by such settlement;

(22) at any time and from time to time, and subject to revocation at any time, to delegate the authorities, discretions and powers or any of them herein conferred upon a Trustee to any one (1) or more Co-Trustees then acting and/or any other person or persons and/or a corporation or corporations, such delegation and all revocations thereof to be evidenced by an instrument in writing, signed and delivered to the Co-Trustee, Co-Trustees, person, persons, corporation or corporations to whom the delegation is made and to the beneficiary of the trust;

(23) to make any payment, to receive any money, to take any action and to make, execute, deliver and receive any contract, deed, instrument or document, which may be deemed necessary or advisable to exercise any of the foregoing powers or to carry into effect any provisions herein contained; and in addition to the powers enumerated herein above, to do all other acts which in the judgment of the Trustee are necessary or desirable for the proper administration of the trust estate; and

(24) to buy, own and/or pay premiums on insurance on the life of any person;

(25) to grant a testamentary 'general power of appointment' (as that term is defined in Section 2041 of the Code) to any beneficiary of any separate trust with respect to all or any part of the trust estate of such separate trust, or to eliminate such power at any time after it shall have been granted to said beneficiary, such grant or elimination to be made by means of a written instrument signed by the Trustee and delivered to said beneficiary; provided, however, that no restricted Trustee shall have any voice, vote or otherwise participate in any

decision to grant or to eliminate a previous grant of a testamentary general power of appointment to any beneficiary;

(26) to divide the trust estate of any separate trust equally or unequally into one (1) or more separate shares, each of which shall be held, administered and distributed as a separate trust upon terms identical to the terms of the trust from which it is created,

(27) to amend the provisions of any separate trust and/or to take any other actions which the Trustee may deem advisable in order to permit such trust to hold stock in an S corporation; provided, however, that no restricted Trustee shall have any voice, vote or otherwise participate in any decision as to the advisability or the manner in which this power shall be exercised;

(28) to take any and all action the Trustee shall reasonably deem necessary, in his sole discretion, to prevent, abate, "clean up," or otherwise respond to any violation of any federal, state, or local law, rule, or ordinance affecting any property held in this trust related to the generation, use, treatment, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state, or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the beneficiaries of this trust of the estimated cost of such response. Such beneficiaries shall have the right to pay for such response costs or to

authorize payment of such costs by the Trustee from trust assets. If the beneficiaries for any reason fail to pay for or authorize payment of such costs from trust assets, the Trustee shall be entitled nonetheless to use trust assets to pay such costs or, in his sole discretion, to resign in accordance with the provisions of Item IX hereof.

(29) to disclaim any power which, in the sole discretion of such Trustee, will or may cause the Trustee to be considered an "owner" or "operator" of property held in this trust as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA") as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state, or local law, rule or regulation. The power to disclaim as contained in this paragraph shall apply to any power, whether actually set forth in this Will, incorporated by reference herein, or granted or implied by any statute or rule of law.

(30) to make or refrain from making with respect to any separate trust any election available under any applicable tax law;

(31) to amend the provisions of any separate trust and/or to take any other actions which the Trustee may deem advisable in order to permit such trust to qualify for the exemption under Section 1433 (b)(3) of the Tax Reform Act of 1986; and

(32) where there are two (2) or more trusts held for the benefit of the same beneficiary upon similar terms and one (1) or more of those trusts has an "inclusion ratio," as that term is defined in Section 2642 of the Code, which is less than the inclusion ratio of

the other trust or trusts, the Trustee may, in the sole discretion of the Trustee, make discretionary distributions of principal (and/or income, unless income distributions from such trusts are mandatory) to said beneficiary primarily or exclusively from the trust or trusts with the higher inclusion ratio.

(33) Notwithstanding any other provision of this Will to the contrary, if the inclusion ration of property directed to be added to a trust is different than the inclusion ratio of such trust, the Trustee may decline to make the addition and may instead administer the property as a separate trust with provisions identical to the trust.

The Trustee shall have absolute discretion regarding the manner in which the hereinabove enumerated powers, and those powers conferred upon the Trustee by law, shall be exercised, and the Trustee's decisions in that regard shall be final, and not subject to question by any person; provided, however, that nothing herein contained shall be construed to enable the Trustee to lend the principal or income of the trust estate, directly or indirectly, to any person who is not beneficially interested in such trust estate, without adequate interest and security, nor enable any person to purchase, exchange or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth

B. Annual Statements. Upon written request of a beneficiary of a separate trust, the Trustee shall render annual statements of the receipts and disbursements and of the financial condition of such separate trust to said beneficiary.

C. Trustee Not Personally Liable. With regard to any contract, agreement, undertaking, covenant or representation, entered into or made by, or on behalf of, the Trustee for the benefit of any separate trust hereunder, any rights, liabilities or obligations created by virtue of such contract, agreement, undertaking, covenant or representation shall be solely the rights, liabilities, and obligations of such separate trust, and shall not be the personal rights, liabilities, or obligations of the Trustee, and, accordingly, no such liability or obligation shall at any time be asserted or enforceable against the Trustee personally, but only against the assets of such separate trust

D. Reimbursement for Tax or Penalty. If the Trustee shall be compelled at any time during the existence of any separate trust, or any time thereafter, to pay any tax or penalty with respect to such separate trust for any reason, the Trustee shall be entitled to be reimbursed from the property of such separate trust, or to the extent that the property of such separate trust shall then be insufficient, or if such trust shall be then terminated, the Trustee shall be reimbursed by the person or persons to whom any property of such trust shall have been distributed to the extent of the amount received by each such person. The Trustee, before making any distribution of either income or principal from such separate trust, may accordingly require an undertaking by said person or persons in form satisfactory to the Trustee to reimburse the Trustee for all such taxes and penalties, or the Trustee may withhold distribution of a reasonable amount required to meet any taxes, interest and penalties thereon pending release of any tax lien or the final determination of any tax controversy.

E. Trustee Not Liable for Acts in Good Faith. The Trustee shall not be liable for any loss of the trust estate of any separate trust occasioned by acts in good faith in the administration of

such separate trust (including acts in reliance upon an opinion of counsel) and in any event the Trustee shall be liable only for willful wrongdoing, or gross negligence, but not for honest errors of judgment.

F. Releases. The Trustee of a separate trust is hereby authorized to request from any beneficiary of such trust a full and complete release from any and all liabilities whatever attributable to any acts by the Trustee, or any decision by the Trustee to act or to refrain from acting in any manner whatsoever, with respect to the investment of the assets of the trust estate, retention of any or all trust assets, and the sale or disposition of any or all trust assets, and to secure the written approval by any beneficiary of any account or statement required by Paragraph B of this Item, and such release or approval, if granted, shall be binding and conclusive upon said beneficiary and upon all of said beneficiary's descendants (including then unborn descendants) who may then have or thereafter acquire any interest in such trust.

G. Small Trusts. If at any time, any trust created hereunder shall, in the sole judgment of the Trustee, be of the aggregate principal value of Twenty-five Thousand Dollars (\$25,000 00) or less, or if the Trustee's compensation for services rendered shall exceed fifty percent (50%) of the net income of such trust, the Trustee may, but need not, terminate such trust and distribute the trust estate thereof to the beneficiary or beneficiaries then receiving or entitled to receive the net income from such trust, in equal shares.

H. Merger of Trusts. In the Trustee's discretion, the Trustee may at any time merge the assets of any separate trust created hereunder with the assets of any other separate trust, created by

Will or agreement, which in the opinion of the Trustee, is then and thereafter to be held, administered and distributed to or for the benefit of the same beneficiary upon substantially the same trusts, terms and conditions as said trust created hereunder and contains a provision permitting such merger. The merged assets may be held, administered and distributed by the Trustee under the provisions of the trust created hereunder or under the provisions of the instrument or instruments governing such other trust, and the Trustee shall terminate this trust as a separate entity if it merges this trust into such other trust. In accordance with the foregoing, in the event the Trustee shall deem it desirable to merge the assets of any separate trust hereunder with the assets of any other separate trust, the Trustee is hereby authorized to shorten the period after which such separate trust hereunder is to terminate pursuant to the provisions herein entitled, "Accumulations and Perpetuities," if necessary to effectuate such merger.

I. Distributions to Other Trusts. The Trustee (other than any restricted Trustee) of each separate trust hereunder is authorized to distribute, at any time, all or any part of the trust estate as said Trustee, in its sole discretion, deems advisable to the Trustee of one (1) or more other trusts created or to be created by any person, including said Trustee hereunder, for the benefit of the beneficiary hereunder. This power may be exercised by the Trustee even though the other trust to which the trust estate is to be transferred, is to be held pursuant to provisions other than the provisions hereunder, but only if such other trust or trusts do not differ in any substantial manner from such separate trust hereunder; provided, however that no such distribution shall be made to any

trust which may have a duration exceeding the period after which such separate trust hereunder is to terminate pursuant to the provision herein entitled "Accumulations and Perpetuities."

ITEM XIII.

RENUNCIATION

In addition to any rights granted by law, any person beneficially interested in any separate trust may at any time, or from time to time, renounce, release or disclaim the whole or any part of any interest in such separate trust, either as to income or principal, or both, by an instrument in writing delivered to the Trustee, and thereafter, such separate trust or the part of such separate trust which shall be administered and distributed as if said person had died intestate on the date of delivery of said written instrument; provided, however, that such renunciation, release or disclaimer shall not, unless specifically so provided, affect the right of said person to receive subsequent distributions of principal or income from: (a) the trust estate of the part of such separate trust which shall not have been renounced, released or disclaimed; (b) from any other separate trust held pursuant to the provisions of this Will; or (c) from any separate trust held pursuant to the provisions of this Will upon the death of any other person, or upon the renunciation, release or disclaimer by any other person of any interest in any separate trust.

ITEM XIV.

ACCUMULATIONS AND PERPETUITIES

Notwithstanding any provision of this Will to the contrary, no separate trust, nor any share or portion thereof, shall be held in trust for longer than, nor shall any estate or trust created by the

exercise of any limited power of appointment hereunder terminate later than, twenty-one (21) years after the date of death of the last survivor of all my descendants who are living at the date of my death. If at the expiration of such period, any separate trust, or any share or portion thereof, is still held in trust, or any estate has not terminated, the Trustee shall cease to accumulate any net income thereof, and such separate trust, or share or portion thereof, or such estate, shall vest in and immediately be distributed to the beneficiary of said income, or if there shall be more than one such beneficiary, then to all such beneficiaries in equal shares; provided, however, that no trust or estate shall terminate pursuant to the provisions of this Item, if such trust or estate would otherwise be legally valid without the application of the provisions of this Item.

ITEM XV.

CO-EXECUTOR POWERS

A. Waiver of Bond, Appraisal, Inventory and Accounting. I direct that neither my Co-Executors nor any successor Executor or personal representative shall be required to make any bond as Co-Executors or Executor. To the extent permissible by law, I waive the requirement that my Co-Executors or any successor Co-Executor or Executor be required to make a formal appraisal, provide an inventory or file an accounting for my estate with any court.

B. Co-Executors to Have All Powers Conferred by Law. My Co-Executors shall have the power to exercise all powers conferred by law upon trustees by the Uniform Trustees' Powers Law of Mississippi, all powers conferred by law upon executors and all powers granted herein

without prior authority from any Court; however, my Co-Executors may seek Court authority if doing so is in the best interest of my Co-Executors, my estate or my beneficiaries.

C. Successor Co-Executor to Have Powers and Duties of Original Co-Executors. All rights, powers, duties and discretions granted to or imposed upon my Co-Executors shall be exercisable by and imposed upon any successor Executor or Administrator. Where used throughout this Will, the terms "Co-Executors," "Executor" and "Administrator" may be used interchangeably and shall apply to whoever may be serving as personal representative of my estate, whether one or more than one.

D. Waiver of Bond, Appraisal, Inventory and Accounting. I direct that neither my Co-Executors nor any successor Executor or personal representative shall be required to make any bond as Executor. To the extent permissible by law, I waive the requirement that my Co-Executors or any successor Executor be required to make a formal appraisal, provide an inventory or file an accounting for my estate with any court.

E. Discretion to Select Property to be Distributed My Co-Executors shall have discretion to select property to be distributed in satisfaction of any devise or bequest provided in this Will. My Co-Executors may satisfy any pecuniary bequest provided in this Will in cash or in kind or partly in cash and partly in kind, however, any asset distributed in kind shall be valued at its date of distribution value. My Co-Executors shall not exercise this discretion in any manner which will result in a loss of or decrease in the marital deduction otherwise allowable in determining the federal estate tax due by my estate.

F. Third Parties Not Obligated to See to Application of Property Delivered to Executor.

No person dealing with my Co-Executors shall be obligated to see to the application of any moneys, securities, or other property paid or delivered to my Co-Executors, or to inquire into the expediency or propriety of any transaction or the authority of my Co-Executors to enter into and consummate the transaction upon such terms as my Co-Executors may deem advisable.

G. Co-Executors' Right to Disclaim. My Co-Executors shall have the power to disclaim any part or all of my interest in any property which is or has been devised or bequeathed to me, whether outright or in trust, provided such disclaimer is made within the time period required for the disclaimer to qualify under Section 2518 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future law.

H. Co-Executors to Determine Dates of Distribution My Co-Executors may pay or deliver part or all of the property bequeathed or devised herein as soon as it is convenient to do so without jeopardizing the ability of my estate to satisfy its taxes and obligations. In any event, the date or dates of distribution shall be determined in the discretion of my Co-Executors.

I. Co-Executors May Continue Any Business Operations. To avoid depreciation in value of the interests or losses to my estate or my business associates, my Co-Executors shall have authority to continue any business operations in which I am engaged at my death for the time permitted by law. My Co-Executors may continue to act as a partner, engage in any partnership, and take all actions with regard to any partnership my Co-Executors deem advisable.

J. Right to Borrow. I specifically authorize my Co-Executors to borrow in the name of my estate such funds as may be necessary to pay my debts, administration expenses, and taxes of my estate; to pledge such of my property, real or personal, as may be necessary to secure such loan; and to execute notes, security instruments or documents necessary or required to secure such loans. However, my Co-Executors shall not pledge any property specifically devised or bequeathed herein. My Co-Executors shall not be required to pay or otherwise satisfy any such loan prior to the closing of my estate and the discharge of my Co-Executors, but in satisfaction of any bequest herein, my Co-Executors may distribute such property at its date of distribution value net of such loan.

K. Power to Invest. My Co-Executors shall have the power to invest or reinvest my assets in such bank accounts, securities, or real or personal property or to retain any of my assets as my Co-Executors determine.

L. Right to Sell or Lease Without Court Approval. My Co-Executors shall not be required to reduce all or any of my personal or real property to cash during the administration of my estate, but in my Co-Executors' discretion may sell or lease any of my property in such manner and on such terms and conditions as my Co-Executors may deem advisable, without notice and without the necessity of Court approval or authorization. In connection with a sale or lease, my Co-Executors may execute and deliver such deeds, leases or other instruments relating thereto.

M. Right to Comply With My Lifetime Agreements. My Co-Executors shall take all actions necessary to comply with any agreements I have made during my lifetime, including the consummation of any agreements relating to the stock of corporations I own or interests in

partnerships I own whenever the terms of any such agreement obligate my estate or my personal representatives to sell my interest therein. My Co-Executors shall have the power to continue or permit the continuance of any business which I own or in which I have an interest at the time of my death.

N. Right to Employ Agents. My Co-Executors may employ and compensate from estate assets any attorneys, accountants, custodians or other agents necessary to the administration of my estate.

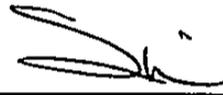
O. Section 2032A Election. My Co-Executors shall have the discretion and authority to make the special use valuation election allowable under Section 2032A of the Internal Revenue Code, or any corresponding provision of future law relating thereto. My Co-Executors shall not incur any liability to any party for determining whether or not to exercise the discretion to elect or not to elect special use valuation.

P. Section 6166 Election. My Co-Executors shall have the power to elect to defer the payment of federal estate taxes as provided in Section 6166 of the Internal Revenue Code, or any corresponding provision of future law relating thereto. My Co-Executors shall not incur any liability to any party for determining whether or not to exercise the discretion to elect or not to elect to defer the payment of taxes.

Q. Ancillary Administration. I further nominate and appoint my Co-Executors herein named to petition the proper Court and to take all necessary action to effect an ancillary administration covering any property I may own in another jurisdiction. I direct that no bond or

other security shall be required of my Co-Executors named herein, nor shall my Co-Executors be required to file an inventory or accounting with any court in any foreign jurisdiction. If the laws of any other jurisdiction in which I may own property require that a resident of that jurisdiction serve as Executor or Administrator in any ancillary proceeding by my estate, my Co-Executors shall have the power and right to select and designate a proper party resident of the foreign jurisdiction involved to serve with the Co-Executors of my estate as Co-Administrators. In such event, the Co-Administrators shall not be required to post any bond or other security or file any accounting or inventory with any court in the foreign jurisdiction.

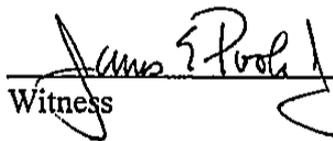
IN WITNESS WHEREOF, I have signed and declared this to be my Last Will and Testament on this the 20 day of November 2001.



TOMMIE SNEED WIMBERLEY

This instrument was, on the day and year shown above, signed, published and declared by TOMMIE SNEED WIMBERLEY to be his Last Will and Testament in our presence and we have subscribed our names as witnesses in his presence and in the presence of each other.


Witness


Witness

PROOF OF WILL

Lois B. Allen and James E. Poole, being duly sworn according to law on oath state:

Each of us is a subscribing witness to the attached written instrument dated November 20, 2001, which purports to be the Last Will and Testament of **TOMMIE SNEED WIMBERLEY**, Testator, who is personally known to each of us. On the execution date of the instrument, the Testator, in our presence, signed, published and declared the instrument to be his Last Will and Testament, and requested that we attest his execution thereof. In the presence of the Testator and each other, each of us signed our respective names as attesting witnesses. At the time of execution of the instrument the Testator appeared to be eighteen years of age or older, of sound mind, and acting without undue influence, fraud, or restraint.

DATED this 20th day of November, 2001.

Lois B. Allen
(Witness)

James E. Poole
(Witness)

9 East Hill, Jackson, MS 39216
(Address)

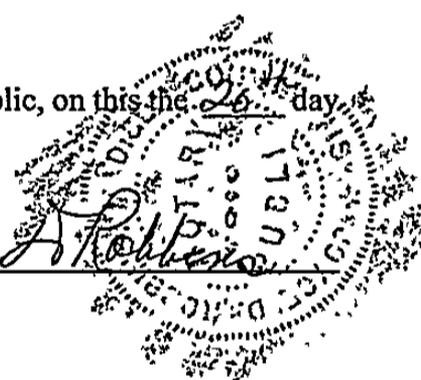
905 Euclid Ave.
(Address) Jackson Ms. 39202

STATE OF MISSISSIPPI

COUNTY OF Hinds

Subscribed and sworn to before me, the undersigned Notary Public, on this the 20th day of November 2001.

James A. Roberts
Notary Public



My Commission Expires.

Mississippi Statewide Notary Public
My Commission Expires Aug. 28, 2002

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 8th day of March, 2002, at 1:30 o'clock P M., and was duly recorded on the MAR 14 2002, Book No. 34, Page 456.

MIKE CROOK, CHANCERY CLERK

BY: Sorely Hill D.C.

