

THE LAST WILL AND TESTAMENT
OF
BOBBIE JEAN PITTMAN

2006-53

WHEREAS, I, Bobbie Jean Pittman, being an adult resident citizen of Madison County, Mississippi, and being of sound and disposing mind and of testamentary capacity, and not contemplating suicide, and being married unto Vernon Pittman, do hereby make and publish and declare this to be my Last Will and Testament, hereby revoking any and all wills and Codicils which may have heretofore been made by me.

I.

I hereby direct that all my just debts for which timely and proper claims are filed against my Estate, including the expense of my last illness and funeral and a grave marker, be paid by my Executrix as soon after my death as is convenient, provided however, that this direction shall not authorize the payment of any debts or obligations prior to their maturity in due course nor does this direction authorize the payment of any debt or obligation which has been barred by the Statute of Limitations or discharged in bankruptcy proceedings.

II.

I hereby appoint my husband, Vernon Pittman, as Executor of my Estate. I direct that no bonds, nor accountings shall be required of any Executor named herein in any proceedings connected with my Estate or the probate thereof.

I hereby waive any requirement for inventory and appraisal of my Estate.

III.

In the event that my husband, Vernon Pittman, is unwilling or unable to serve as Executor of my Estate, then I nominate and appoint Brenda Elaine Whitehead Owens as Substitute Executrix of my Estate. I direct that no bonds, nor accountings be required of Brenda Elaine Whitehead Owens, in her capacity as Substitute Executrix of my Estate.

insufficient to pay those taxes in full, no claim shall be made by my Executor for contribution toward the payment of such taxes against any beneficiary under this Will, other than residual beneficiaries, or against any person who by reason of death receives property outside this Will or any person who receives the proceeds of life insurance contracts.

IN WITNESS WHEREOF, I SIGN, SEAL AND DELIVER THIS MY LAST WILL AND TESTAMENT BEFORE THE WITNESSES HERE AT MY REQUEST THIS THE 18 DAY OF April, 1991.

Bobbie Jean Pittman

T E S T A T R I X

WITNESSES:

Gina J. Boyeman
Hazel Cunningham

ATTESTATION CLAUSE

We, each of the subscribing witnesses to the Last Will and Testament of Bobbie Jean Pittman, do hereby certify that said instrument was signed by the said Bobbie Jean Pittman, in our presence and in the presence of each of us and that Bobbie Jean Pittman declared the same to be her Last Will and Testament in the presence of each of us and that we each signed as subscribing witnesses to said Last Will and Testament at the request of Bobbie Jean Pittman in her presence and in the presence of each other.

WITNESSES:

Gina J. Boyeman

NAME

Po Box 629

ADDRESS

Jlana MS 39071

Hazel Cunningham

NAME

208 Hwy. 49 North

ADDRESS

Jackson, MS 39209

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
BOBBIE JEAN PITTMAN, DECEASED

CAUSE NO. _____

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS DAY personally appeared before me, the undersigned authority at law, in and for the jurisdiction aforesaid, the within named GINA J. BOZEMAN, who being by me first duly sworn according to law, says on oath:

(1) I am over twenty-one (21) years of age, and was such at the time I witnessed the instrument hereinafter described. I am not the convict of a felony. I have no interest, direct or indirect, in the property or estate of BOBBIE JEAN PITTMAN, deceased; nor did I have such interest at the time or since the time that BOBBIE JEAN PITTMAN signed and published a Last Will and Testament. I am of sound mind.

(2) That this Affiant is one of the subscribing witnesses to an instrument of writing recorded to be the Last Will and Testament thereto of BOBBIE JEAN PITTMAN, deceased, who was personally known to the Affiant, and whose signature is affixed to said Last Will and Testament, whose Last Will and Testament was dated, signed and witnessed on the 18th day of April, 1997.

(3) That on the 18th day of April, 1997, the said BOBBIE JEAN PITTMAN 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 Hazel Cunningham, the other subscribing witness to said instrument.

(4) That the said BOBBIE JEAN PITTMAN was then and there of sound and disposing mind and memory, and well above the age of twenty-one (21) years.

(5) That this Affiant, together with Hazel Cunningham, subscribed and attested to said instrument, as witnesses to the signature and publication derived at the special instance and request and in the presence of BOBBIE JEAN PITTMAN, and in the presence of each other.

Gina J. Bozeman
GINA J. BOZEMAN

SWORN TO AND SUBSCRIBED, this 10th day of January, 2006.

My Commission Expires:
Oct. 19, 2008

Dore Cunningham
NOTARY PUBLIC

FILED
THIS DATE
JAN 20 2006
ARTHUR JOHNSTON, CHANCERY CLERK
BY *Kim Sellers* D.C.

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF BOBBIE JEAN PITTMAN, DECEASED

CAUSE NO. _____

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS DAY personally appeared before me, the undersigned authority at law, in and for the jurisdiction aforesaid, the within named HAZEL CUNNINGHAM, who being by me first duly sworn according to law, says on oath:

(1) I am over twenty-one (21) years of age, and was such at the time I witnessed the instrument hereinafter described. I am not the convict of a felony. I have no interest, direct or indirect, in the property or estate of BOBBIE JEAN PITTMAN, deceased; nor did I have such interest at the time or since the time that BOBBIE JEAN PITTMAN signed and published a Last Will and Testament. I am of sound mind.

(2) That this Affiant is one of the subscribing witnesses to an instrument of writing recorded to be the Last Will and Testament thereto of BOBBIE JEAN PITTMAN, deceased, who was personally known to the Affiant, and whose signature is affixed to said Last Will and Testament, whose Last Will and Testament was dated, signed and witnessed on the 18th day of April, 1997.

(3) That on the 18th day of April, 1997, the said BOBBIE JEAN PITTMAN 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 Hazel Cunningham, the other subscribing witness to said instrument.

(4) That the said BOBBIE JEAN PITTMAN was then and there of sound and disposing mind and memory, and well above the age of twenty-one (21) years.

(5) That this Affiant, together with Gina J. Bozeman, subscribed and attested to said instrument, as witnesses to the signature and publication derived at the special instance and request and in the presence of BOBBIE JEAN PITTMAN, and in the presence of each other.

Hazel Cunningham
HAZEL CUNNINGHAM

SWORN TO AND SUBSCRIBED, this 10 day of January, 2006.

My Commission Expires:
May 11, 2006

Gina Bozeman
NOTARY PUBLIC

MADISON COUNTY, MS This instrument was
filed for record Jan 20, 2006
Book 39 Pa. 600
ARTHUR JOHNSTON, C C
BY R. Sewers c



FILED
THIS DATE
JAN 20 2006
ARTHUR JOHNSTON, CHANCERY CLERK
BY Kim Sewers D.C.

2006-115

FILED	
THIS DATE	
FEB 10 2006	
ARTHUR JOHNSTON, CHANCERY CLERK	
BY _____	D.C.

LAST WILL AND TESTAMENT
OF
MARTHA ADRIENNE NOVAK

I, MARTHA ADRIENNE NOVAK, an adult resident citizen of the First Judicial District of Hinds County, Mississippi, being of sound and disposing mind and memory and over the age of twenty-one (21) years, do hereby make, publish and declare this to be my Last Will and Testament, and I do hereby revoke any and all other wills and codicils or other testamentary devices heretofore made by me.

ITEM I

I hereby constitute, nominate and appoint my sons, DALE NOVAK and RAY NOVAK, to be the Co-Executors of this my Last Will and Testament, and I hereby direct that no bond be required of said Co-Executors and I further waive the necessity of having a formal appraisal or inventory made of my estate by him while acting in such capacity.

ITEM II

I do hereby direct my Co-Executors 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.

ITEM III

I hereby devise and bequeath unto my sons, Dale Novak and Ray Novak, all property belonging to me at the time of my death, real, personal and mixed, wheresoever located, to share and share alike.

ITEM IV

I hereby direct that if either of my sons should predecease me, then the remaining son shall inherit my estate in full.

Esq. John "B"

WITNESS MY SIGNATURE, this the 30 day of April,
1992.

Martha Adrienne Novak
MARTHA ADRIENNE NOVAK

WITNESSES:

Rebecca M. Weatherup

J Marshall

ATTESTATION

We, each of the subscribing witnesses to the Last Will and Testament of MARTHA ADRIENNE NOVAK, do hereby certify that said instrument was signed by the said MARTHA ADRIENNE NOVAK in our presence and in the presence of each of us, and that the said MARTHA ADRIENNE NOVAK declared the same to be her Last Will and Testament in the presence of each of us, and that we each signed as subscribing witness to said Will at the request of MARTHA ADRIENNE NOVAK, in her presence and in the presence of each other.

WITNESS OUR SIGNATURES, this the 30th day of April,
1992.

WITNESS: Rebecca M. Weatherup

ADDRESS: Jackson, MS 39212

WITNESS: J Marshall

ADDRESS: Jackson, MS 39211

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
MARTHA ADRIENNE NOVAK, DECEASED

NO. _____

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jimmie D. Marshall, who, being by me first duly sworn, on oath says that on the 30th day of April, 1992, and at the special instance and request of MARTHA ADRIENNE NOVAK, did witness the signing, execution, declaration and publication of the Last Will and Testament of MARTHA ADRIENNE NOVAK of that date; that said Will was signed in the presence of this affiant and in the presence of Rebecca M. Weathersby, each of said witnesses being over the age of twenty-one years and fully competent to witness the execution of said Will, and that each of said witnesses signed and subscribed as witnesses to said instrument in the presence of each other, each of them being requested by MARTHA ADRIENNE NOVAK to witness the execution, signing, declaration, and publication of the said Last Will and Testament of MARTHA ADRIENNE NOVAK, and that at the time of the signing, execution, declaration and publication of the Last Will and Testament, the said MARTHA ADRIENNE NOVAK, Testatrix, was over the age of twenty-one years, of good, sound and disposing mind and memory, and that the Will offered herein is the true Last Will and Testament of MARTHA ADRIENNE NOVAK so far as this witness is advised and believes.

WITNESS MY SIGNATURE, this the 17th day of June, 1992.

Jimmie D. Marshall

SWORN TO AND SUBSCRIBED BEFORE ME, this the 17th day of June, 1992.

Rebecca M. Weathersby

NOTARY MAURSON COUNTY, MS
filed for record 20 2006
his instrument was

My Commission Expires: My Commission Expires June 21, 1993

Book 39 Page 604

ARTHUR JOHNSTON, CC

BY: R. Stevens D.C.

Exhibit "C"



FILED
THIS DATE
FEB 10 2006
ARTHUR JOHNSTON, CHANCERY CLERK
BY _____ D.C.

CODICIL TO THE LAST WILL AND TESTAMENT
OF
MARTHA ADRIENNE NOVAK

2006-115

I, MARTHA ADRIENNE NOVAK, an adult resident citizen of the City of Jackson, Hinds County, Mississippi, being of sound and disposing mind and memory, do hereby make, publish and declare this instrument of writing to be the second Codicil to the Last Will and Testament heretofore made by me on April 30, 1992.

I.

I do hereby revoke the nomination and appointment of my sons, Dale Novak and Ray Novak, as Co-Executors my said Last Will and Testament and do hereby substitute in lieu thereof Peggy Koonce of Greenville, Mississippi, as the Executrix of my said Last Will and Testament.

I do hereby ratify and confirm all other provisions of my said Last Will and Testament.

IN WITNESS WHEREOF, I sign, publish and declare this instrument to be my second Codicil to my Last Will and Testament on this the 1/31/95 day of January, 1995.

Martha Adrienne Novak
MARTHA ADRIENNE NOVAK

WITNESSES:

[Signature]
Rebecca M. [Signature]

E+L.H.+

MADISON COUNTY, MS This instrument was
filed for record Feb 10 2006
Book 39 Page 607
ARTHUR JOHNSTON, C C
BY R. Sellers D.C.



2006-03

Last Will and Testament

FILED
 THIS DATE
 FEB 10 2006
 ARTHUR JOHNSTON, CHANCERY CLERK
 BY *Samuel...*

of

LOIS B. SUMMERFORD

I, Lois B. Summerford, being over the age of twenty-one (21) years and of sound and disposing mind and memory, do 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 1: It is my will and I direct that my Executor, hereinafter named, shall pay all the just debts owing by me at the time of my death.

Item 2: I hereby nominate, appoint and constitute my husband, Thomas B. Summerford, or if he predecease me my son, Thomas Jerry Summerford, as Executor of this my Last Will and Testament, and hereby direct that neither be required to make or file any inventories, reports, accounts or appraisals of my estate to any Court. I further direct that neither be required to make or give any bond as such Executor.

Item 3: I will, devise and bequeath unto my beloved husband, Thomas B. Summerford, all property, both real, personal and mixed of which I die seized and possessed.

Item 4: Should both my husband and I die at the same time, or if my husband predeceases me, I hereby will, devise and bequeath all property, both real, personal and mixed of which I die seized and possessed unto my three children, Thomas Jerry Summerford, Richard Michael Summerford and Carolyn Summerford Stevens in equal shares, share and share alike, per stirpes.

IN WITNESS WHEREOF, I have made, published and declared this to be my Last Will and Testament at Macon, Noxubee County, Mississippi, on this the 25 day of September, 1971.

Lois B. Summerford
 Lois B. Summerford

PAGE 2 - LAST WILL AND TESTAMENT OF LOIS B. SUMMERFORD

And we, Paul H Daniel and Jewel K Daniel
at the special instance and request of Lois B. Summerford and in her
presence and in the presence of each other, have signed our names
hereto as subscribing witnesses to the execution of the foregoing
Will, the said Lois B. Summerford having signed said Will in our
presence.

Paul H Daniel
Jewel K Daniel



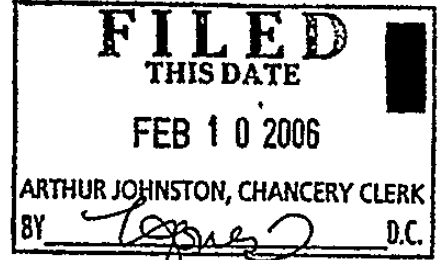
IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

IN THE MATER OF THE WILL AND ESTATE
OF SAM SANDERS, JR., DECEASED

CIVIL ACTION FILE NO. 2006-0008

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF MISSISSIPPI
COUNTY OF MADISON



THIS day personally appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named **BESSIE M. TRAVIS-ARCHIE**, Post Office Box 824, Canton, Mississippi 39046, who being by me first duly sworn according to law, says on oath:

(1) That this affiant is one of the subscribing witnesses to an instrument of writing purporting to be the Last Will and Testament of Sam Sanders, Jr., deceased, who was personally known to the affiant, and whose signature is affixed to the Last Will and Testament, dated the 29th day of December, 1989, a true and correct copy of which is attached hereto as an Exhibit.

(2) That this affiant has gotten married since subscribing and attesting to the Last Will and Testament of Sam Sanders, Jr.

(3) That on the 29th day of December, 1989, said Sam Sanders, Jr. signed, published and declared the instrument of writing to be his Last Will and Testament, in the presence of this affiant and in the presence of George C. Nichols, the other subscribing witness to the instrument.

(4) That Sam Sanders, Jr. was then and there of sound and disposing mind and memory, and well above the age of twenty-one (21) years.

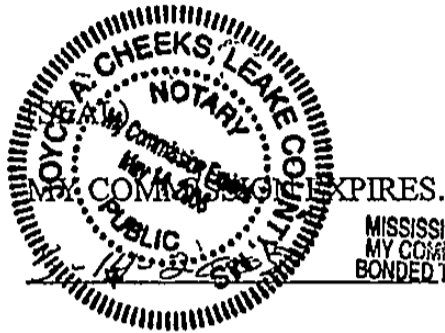
(5) That this affiant, together with the other said witness subscribed and attested said

instrument as witnesses to the signature and publication thereof, at the special instance and request, and in the presence of said Sam Sanders, Jr., and in the presence of each other.

Bessie M. Travis Archie
BESSIE M. TRAVIS-ARCHIE

SWORN TO AND SUBSCRIBED before me, on this the 23rd day of December, 2005.

[Signature]
NOTARY PUBLIC



MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 14, 2008
BONDED THRU STEGALL NOTARY SERVICE

GAIL SHAW BARNETT
MISSISSIPPI STATE BAR NO. 9026
POST OFFICE BOX 143
CANTON, MS 39046-0143
TELEPHONE: (601) 407-1925
ATTORNEY FOR PETITIONER

MADISON COUNTY, MS This instrument was
filed for record Feb 10, 2006

Book 39 Page 100
ARTHUR JOHNSTON, CC

BY [Signature] DC



Last Will and Testament

OF

SAM SANDERS, JR.
320 South Walnut Street
Canton, MS 39046
(601) 859-4378

FILED
THIS DATE
FEB 10 2006
ARTHUR JOHNSTON, CHANCERY CLERK
BY *[Signature]* D.C.

Last Will and Testament

OF

SAM SANDERS, JR., A Widower

I, SAM SANDERS, JR., a widower and resident of the City of Canton, in Madison County, Mississippi, being of the age of twenty-one (21) years and over, of sound and disposing mind and memory and realizing the uncertainties of this life, do make, publish and declare this to be my Last Will and Testament, and hereby revoke any and all former Wills and Codicils made by me.

ARTICLE I

I hereby direct my executor, hereinafter named, to pay all of my just debts and funeral expenses as soon after my demise as can be lawfully done.

ARTICLE II

I appoint as executor of this my Last Will and Testament, my son, Willie B. Sanders, of East St. Louis, Illinois, to serve without bond and to act as his good judgment and discretion will determine, and he shall not be required to file any accounting, annual or final, to any Court of his actions as executor.

ARTICLE III

I give, devise and bequeath unto Willie B. Sanders, all of my right, title and interest in and to the following real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 100 feet on the west side of Walnut Street in the City of Canton, Madison County, Mississippi, more particularly described as beginning on the west right of way line of Walnut Street 100 feet north of the intersection of the west right of way line

of Walnut Street with the north right of way line of Otto Street, and from said point of beginning run thence north for 100 feet along said Walnut Street, thence run south 89°23' west for 176.8 feet along a fence, thence run south for 100 feet, thence run north 89°23' east for 176.8 feet to the point of beginning; and all being a part of Lot 14 on the west side of Walnut Street, as per map or plat of record in the office of the Chancery Clerk of Madison County, Mississippi.

ARTICLE IV

I give, devise and bequeath to Willie B. Sanders, all furniture, appliances and fixtures located in the house which is situated on the above real property.

ARTICLE V

I give, devise and bequeath to Willie B. Sanders, the rest and residue of any and all property, both real and personal, of whatever kind or character and wherever located, which I may own at the time of my death.

WITNESS MY SIGNATURE, this 29th day of December, 1989.

Sam Sanders Jr
SAM SANDERS, JR.

WITNESSES:

George C Nichol
Bessie M. Davis

STATE OF MISSISSIPPI

COUNTY OF MADISON

WE, the undersigned, do hereby certify that we subscribed our signatures as attesting witnesses to the above and foregoing instrument as attesting witnesses to the above and foregoing instrument on the date therein stated at the request of SAM SANDERS, JR., who declared the said instrument in our presence to be his Last Will and Testament and who signed said instrument in our presence and that at his request we affixed

our signatures hereto as attesting witnesses in his presence and in the presence of each other.

WITNESS OUR SIGNATURES, this 29th day of December 1989.

WITNESS NAME

ADDRESS

George C. Nichols

P.O. Box 691

Canton, MS 39046

Bessie M. Francis

P.O. Box 824

Canton, MS 39046



IN THE CHANCERY COURT OF MADISON COUNTY

STATE OF MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
ROBERT LEE FORD, III, DECEASED

CIVIL ACTION FILE NO. 2006-082

AFFIDAVIT

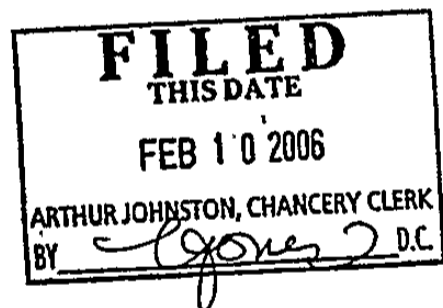
STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named **TINA FORD**, who, being by me first duly sworn, on oath stated:

Affiant is the duly appointed, qualified and acting Administratrix of the Estate of Robert Lee Ford, III, Deceased. Affiant has made reasonably diligent efforts to identify all persons having claims against the above styled and numbered estate and has given notice by mail to the persons so identified at their last known address, informing them that a failure to have their claim probated and registered with the Clerk of the Court granting letters, within the ninety (90) day period provided by Miss. Code Ann. (1972), Section 91-7-145, will bar such claim. The persons so identified and their last known addresses are:

BancorpSouth
Main Office
802 Highway 12 West
Starkville, Mississippi 39759



STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named **TINA FORD**, who, being first duly sworn by me, states on her oath that the matters and facts contained and set forth in the above and foregoing Affidavit are true and correct as therein stated.

Tina Ford
TINA FORD

SWORN TO AND SUBSCRIBED before me on this the 10th day of February 2006.

Robert W. Long
NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)



MADISON COUNTY, MS This instrument was filed for record Feb. 10, 2006

Book 39 Page 616
ARTHUR JOHNSTON, CC

BY [Signature] DC



LAST WILL AND TESTAMENT
OF
JOHN POINDEXTER RICKS, JR.

2006-95

IN THE NAME OF GOD, AMEN:

I, John Poindexter Ricks, Jr., of the City of Jackson, Hinds County, Mississippi, being over the age of twenty-one years, of sound and disposing mind and memory, and being ever mindful of the uncertainties of this life, do hereby make, declare and publish this my Last Will and Testament, thus revoking any and all wills and codicils, if any, heretofore made by me.

ARTICLE I

(A) I hereby appoint and designate my two sons, John Poindexter Ricks, III and James S. Ricks, as Co-Executors of this will and of my estate. Should either of them be or become unwilling or unable to serve as Executor, either before or after having qualified as such, I direct that the other shall continue to serve as sole Executor of this will and of my estate. All references in this will to "Executors" shall be interpreted as references to the Co-Executors or successor Executor, as the case may be, named in this paragraph.

(B) I waive the requirement of bond with respect to the Executors named in the preceding paragraph, it being my intention that no bond shall be required of either of said Executors, regardless of whether both or only one of them is serving as such.

(C) I grant to my Executors the absolute, continuing, discretionary power to deal with the property constituting my estate, whether real, personal or mixed, as freely as I might do if I were present and handling my own affairs.

FILED
THIS DATE
FEB 10 2006
ARTHUR JOHNSTON, CHANCERY CLERK
BY *Ann Hewes* D.C.

This plenary power granted to my Executors may be exercised independently, without prior or subsequent approval of any judicial authority, and no person dealing with the Executors shall be required to inquire into the propriety of any of their actions. By way of explanation, but not limitation, I expressly confer upon my Executors all powers, authorities and discretions conferred upon a trustee by the Mississippi Uniform Trustees' Powers Law, as now enacted or hereafter amended.

ARTICLE II

I direct that all my funeral expenses and all just debts properly probated against my estate shall be paid by my Executors as soon after my death as may be reasonably convenient, and I authorize and empower my Executors to settle, compromise and discharge all such expenses and debts, plus any other claims against my estate, in such manner and for such sums as my Executors in their sole discretion shall deem appropriate.

ARTICLE III

I give, bequeath and devise all of my property and estate, of whatsoever kind and wheresoever situated, unto my two sons, John Poindexter Ricks, III and James S. Ricks, in equal shares, share and share alike.

ARTICLE IV

I waive any formal appraisement and inventory of my estate which otherwise might be required by law.

The foregoing will, consisting of three (3) pages, including the following one, hereby is published and declared

by me to be my last will and testament, and has been signed by me as such on this the 24th day of May, 1991.

John Poindexter Ricks, Jr.
JOHN POINDEXTER RICKS, JR.

WITNESSES:

Mary Lou Austin
Robert A. Ricks

ATTESTATION CLAUSE

We, the subscribing witnesses to the foregoing Last Will and Testament of John Poindexter Ricks, Jr. each hereby do certify that said will was signed by John Poindexter Ricks, Jr. and that said John Poindexter Ricks, Jr. declared the same to be his Last Will and Testament, and that we each signed and subscribed our names as witnesses to said Last Will and Testament at the request of John Poindexter Ricks, Jr., and that all this was done in the presence of John Poindexter Ricks, Jr. and during an uninterrupted period when all of us were present as witnesses, and that while all this was being done John Poindexter Ricks, Jr. was of sound and disposing mind and memory.

WITNESS our signatures on this the 24th day of May, 1991.

Mary Lou Austin
Robert A. Ricks

AFFIDAVIT OF WITNESSES

B 39 P 621

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned duly commissioned and qualified Notary Public, acting within and for the State and County aforesaid, MARY LOU AUSTIN and REBECCA R. BAYS, respectively, whose names appear as subscribing witnesses to the foregoing and attached instrument of writing, who after having been duly sworn, say on oath that on the 24th day of May, 1991, John Poindexter Ricks, Jr., in their presence, signed his name thereto, and in their presence declared the same to be his Last Will and Testament; that at his request, in his presence, and in the presence of each other, the said affiants subscribed their names thereto as witnesses to the execution and publication of said Last Will and Testament; that the said John Poindexter Ricks, Jr., at the time when he declared said instrument to be his Last Will and Testament and when he executed same, was of lawful age, was of sound and disposing mind and memory, and there was no evidence of undue influence.

Mary Lou Austin residing at Route 2
MARY LOU AUSTIN Mize, MS 39116

Rebecca R. Bays residing at 101 Fern Valley Road
REBECCA R. BAYS Brandon, MS 39042

SWORN TO AND SUBSCRIBED before me this the 24th day of May, 1991.

Arvis R. Priscock
NOTARY PUBLIC

My commission expires:

My Commission Expires April 27, 1992

MADISON COUNTY, MS This instrument was
filed for record Feb-10, 2006

Book 39 Page 618
ARTHUR JOHNSTON, CC
BY B. Steven DC



2006-73

LAST WILL AND TESTAMENT

I, KLARA WICHMANN, presently of 9 Old Bridge Road East, in the Town of New Fairfield, County of Fairfield, and State of Connecticut, being of full age and sound and disposing mind and memory, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all other Wills by me at any time heretofore made.

FIRST: I direct that all of my just debts and taxes be paid as soon after my demise as is practicable.

SECOND: I do give, bequeath and devise my entire estate, both real and personal, of whatsoever nature and wheresoever situate, to which I shall in any way be entitled at the time of my death, to my beloved husband, FRITZ P. WICHMANN, also presently of 9 Old Bridge Road East, New Fairfield, Connecticut 06812, to be his absolutely and forever, provided only that he shall survive me.

THIRD: In the event that my said husband, FRITZ P. WICHMANN, shall predecease me, or shall die simultaneously with me or so nearly so that it cannot be determined which of us survived the other, then, and in any of such events, I do give, bequeath and devise all the rest, residue and remainder of my estate to the following individuals and to be divided in the following percentages:

A. To my daughter, BRUNHILDE FULTON, presently of 2943 Barwood Drive, Jackson, Mississippi, THIRTY (30%) PERCENT, to have and to hold the same to her and to her heirs and assigns, absolutely and forever;

B. To my granddaughter, CHRISTINE SIKES, presently of 103 Hunters Lane, Brendan, Mississippi, THIRTY (30%) PERCENT, to have and to hold the same to her and to her heirs and assigns, absolutely and forever;

C. To my granddaughter, HOLLY FULTON, presently of 2943 Barwood Drive, Jackson, Mississippi, TWENTY (20%) PERCENT, to have and to hold the

WAYNE A BAKER
ATTORNEY AT LAW
P O BOX 377
DANBURY, CONN 06810

FILED
THIS DATE
FEB 10 2006
ARTHUR JOHNSTON, CHANCERY CLERK
BY *Arthur Johnston* D.C.

same to her and to her heirs and assigns, absolutely and forever;

D. To my great-granddaughter, LORI SIKES, presently of 103 Hunters Lane, Brendan Mississippi, TWENTY (20%) PERCENT, to have and to hold the same to her and to her heirs and assigns, absolutely and forever; provided, however, that in the event that either said HOLLY FULTON or LORI SIKES are minors, their share shall be held in Trust until they attain the age of twenty-one (21) in accordance with the terms and conditions hereinafter set forth.

FOURTH: In the event that said HOLLY FULTON is a minor at the time of my demise and my husband has predeceased me or died simultaneously with me or so nearly so that it cannot be determined which of us survived the other, then, and in any of such events, I appoint my daughter, BRUNHILDE FULTON, as Trustee with the following powers and duties:

I hereby authorize and empower my said Trustee to take all of such trust estate into her possession, to hold, to care for, to collect the income therefrom and to pay all the expenses thereof, to invest and reinvest the same as in her discretion is in the best interest of my granddaughter and may invest the principal of said trust in first mortgages or income-producing real estate and in stocks, bonds, debentures and other securities which the Trustee in her judgment shall consider safe and sound investments; to accumulate the income therefrom and to apply such income to the support, education and maintenance of my granddaughter, at such times and in such amounts as she shall see fit; and to apply any or all of the principal to the support, education and maintenance of my said granddaughter at such times, and in such amounts as she shall see fit, even to the depletion of the trust; and I direct said Trustee in the conduct of said trust estate shall be permitted to leave the same as it is invested at the time of my decease and shall not be held responsible for any loss occurring by reason

of said trust being invested in such manner.

Upon the said HOLLY FULTON attaining the age of twenty-one (21) the remaining principal shall be distributed to her.

FIFTH: In the event that said LORI SIKES is a minor at the time of my demise and my husband has predeceased me or died simultaneously with me or so nearly so that it cannot be determined which of us survived the other, then, and in any of such events, I appoint my granddaughter, CHRISTINE SIKES, as Trustee with the following powers and duties:

I hereby authorize and empower my said Trustee to take all of such trust estate into her possession, to hold, to care for, to collect the income therefrom and to pay all the expenses thereof, to invest and reinvest the same as in her discretion is in the best interest of my great-granddaughter and may invest the principal of said trust in first mortgages or income-producing real estate and in stocks, bonds, debentures, and other securities which the Trustee in her judgment shall consider safe and sound investments; to accumulate the income therefrom and to apply such income to the support, education and maintenance of my great-granddaughter, at such times and in such amounts as she shall see fit; and to apply any or all of the principal to the support, education, and maintenance of my said great-granddaughter at such times, and in such amounts as she shall see fit, even to the depletion of the trust; and I direct said Trustee in the conduct of said trust estate shall be permitted to leave the same as it is invested at the time of my decease and shall not be held responsible for any loss occurring by reason of said trust being invested in such manner.

Upon the said LORI SIKES attaining the age of twenty-one (21) the remaining principal shall be distributed to her.

SIXTH: I do hereby make, constitute and appoint my husband, FRITZ P. WICHMANN, Executor, of this my Last Will and Testament, and he shall possess all of the powers conferred under Section 45-100e of the Connecticut

said KLARA WICHMANN, signed, published and declared the said instrument as and for her Last Will in our presence on the Sixteenth day of July, 1986; and at the time of execution of said Will, said Testatrix was more than eighteen years of age and of sound mind, memory and under no improper influence or restraint to the best of our knowledge and belief, and I make this affidavit at the request of said Testatrix.

Dianne L. Eppinger
Dianne L. Eppinger

Subscribed and sworn to, before me, this Sixteenth day of July, 1986.

Wayne A. Baker
Wayne A. Baker
Commissioner of Superior Court

WAYNE A BAKER
ATTORNEY AT LAW
P O BOX 377
DANBURY CONN 06810

MADISON COUNTY, MS This instrument was
filed for record *Jul. 10*, 2006
Book *39* Page *622*
ARTHUR JOHNSTON, CC
BY *R. Sellers* DC.



Last Will and Testament 2006-97

OF

FRANCIS FULLER WILGAR

* * * * *

I, FRANCIS FULLER WILGAR, of Madison County, Mississippi, being of sound and disposing mind and memory and of lawful age, do hereby make, publish and declare this to be my Last Will and Testament, and I hereby revoke any and all former wills and codicils which I have heretofore made

I hereby appoint

ITEM I.

my daughter, CHERYL WILGAR COKER,

Executrix of this my Last Will and Testament and my estate. If my said daughter is unable or unwilling to serve in such capacity, then and in that event, I appoint my son-in-law, TIMOTHY COLUMBUS COKER, to serve as Executor of this my Last Will and Testament and my estate. I direct that no bond, appraisal, inventory or accounting be required of my Executrix or Executor insofar as the same may be legally waived.

FILED THIS DATE FEB 10 2006 ARTHUR JOHNSTON, CHANCERY CLERK BY Kim Sellers D.C.

A.

I hereby direct that my Executrix (Executor) shall, out of the property and estate coming into her (his) hands which is subject to the payment of debts, pay all of my just debts which are properly probated and allowed as claims against my estate and all expenses of my last illness and funeral.

B.

I hereby direct that my Executrix (Executor) shall not be required to reduce any or all of my personal or real property to cash during the administration of my estate, but in her (his) discretion may sell only so much of my property as is necessary to obtain adequate cash (in addition to the cash which I leave at the time of my death) to pay taxes, debts, and the costs of the administration of my estate, and after the payment of the said items, my Executrix (Executor) is authorized in her (his) sole discretion to make distribution to my devisees and legatees either in cash or in kind or in both.

C.

I hereby direct that my Executrix (Executor) shall have, with reference to my estate, all of the powers during the administration of my estate as are granted to trustees under the Mississippi Uniform

Trustees' Powers Law, more specifically §§ 91-9-101 through 91-9-119, Miss. Code Ann. (1972), as the same may be amended or supplemented, in addition to all inherent, implied and statutory powers of an executrix/executor, and without in any manner limiting or restricting such powers

D.

I hereby authorize my Executrix (Executor) to acquire any necessary cemetery lot or lots for my burial and any appropriate marker for my grave, the expense of such to be paid for out of my estate.

ITEM II

My beloved wife of 59
years, Stacie Ozelle
Wilgar (a/k/a Stacia

Ozelle Wilgar) predeceased me, therefore, I give, devise and bequeath to my beloved daughter and my only child, CHERYL WILGAR COKER, all of my property and estate of every kind and character and wheresoever situated, whether real, personal or mixed.

6 30 P 030

IN WITNESS WHEREOF, I have hereunto set my hand on this, the
14th day of January, 2006.

Francis Fuller Wilgar
FRANCIS FULLER WILGAR

WITNESSES:

Betty Toon Collins
Betty Toon Collins
141 Trail's End
Flora, Mississippi 39071
(601) 853-1781

Patricia Estelle Lopez
PATRICIA Estelle Lopez
123 Rollingwood DR Apt 43
Brandon, MS
39042
601 983 2202

AFFIDAVIT OF SUBSCRIBING WITNESSES

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Betty Toon Collins and PATRICIA ESTELLE LOPEZ, who after being duly sworn, on oath stated as follows:

That the above and foregoing Last Will and Testament of FRANCIS FULLER WILGAR, herein referred to as "Testator," dated January 14, 2006, was exhibited by the said Testator to affiants as Testator's Last Will and Testament, and was signed by Testator on said date in the presence of affiants, declaring the same to be the Last Will and Testament of the Testator, and at the Testator's request and in the Testator's presence and in the presence of each other, the affiants signed the same as witnesses.

That the Testator was on the 14th day of January, 2006, of sound and disposing mind and memory and was over the age of eighteen (18) years.

Betty Toon Collins
BETTY TOON COLLINS
141 Trail's End
Flora, Mississippi 39071
(601) 853-1781

Patricia Estelle Lopez
123 ROLLINGWOOD DRIVE # 413
BRANDON, MS 39042
601-983-9202

SWORN TO AND SUBSCRIBED before me, this the 14th day of January, 2006.

[Signature]
NOTARY PUBLIC
NOTARY PUBLIC
MADISON COUNTY, MS
Page 5
Notary Public State of Mississippi
At Large
My Commission Expires
January 19, 2006
BONDED THRU
HEIDEN BROOKS & GARLAND INC

My commission expires:

MADISON COUNTY, MS This instrument was
filed for record Jan 10, 2006

Book 39 Page 627
ARTHUR JOHNSTON, C.C.
BY: R. Sellers DC



LAST WILL AND TESTAMENT

OF

WILLIAM BEAUFORD BRANNAN

2006-087

STATE OF MISSISSIPPI

COUNTY OF MADISON

FILED	
THIS DATE	
FEB 10 2006	
ARTHUR JOHNSTON, CHANCERY CLERK	
BY	D.C.

I, WILLIAM BEAUFORD BRANNAN, a resident citizen of Madison County, Mississippi, being of sound mind and disposing mind, memory and understanding, and being over the age of twenty-one (21) years, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other Wills, Testaments and Codicils thereto heretofore made by me. I hereby specifically revoke and cancel the will previously executed by me on September 20, 1993.

ITEM I

I hereby direct that all of my just and lawful debts duly probated be paid, including expenses of my funeral and a suitable marker for my grave; that the administration of my estate be completed and closed as soon after my death as may be reasonably possible.

ITEM II

I give, devise and bequeath to my wife, LOUISE HOBBS BRANNAN, my house and property located at 618 North Kathy Circle, Canton, Madison County, Mississippi, so long as she shall live; and that

William Beauford Brannan
WILLIAM BEAUFORD BRANNAN

*WMC
BY*

PAGE TWO OF FOUR PAGES

upon her death, I give, devise and bequeath my house and property located at 618 North Kathy Circle, Canton, Madison County, Mississippi, to my two children, LEIGH TINDALL BRANNAN and ELLEN DOUGLAS BRANNAN to share equally.

ITEM III

I give, devise and bequeath to my wife, LOUISE HOBBS BRANNAN, all furniture and household appliances which I own at the time of my death which is located in the marital home located at 618 North Kathy Circle, Canton, Madison County, Mississippi, so long as she shall live; and that upon her death I give, devise, bequeath to my two children, LEIGH TINDALL BRANNAN and ELLEN DOUGLAS BRANNAN, all my furniture and household appliances which I owned at the time of my death, as set forth in the marital trust duly executed by me and my wife, LOUISE HOBBS BRANNAN, in 1991, which is held in trust at the law office of Herring Long & Crews, 129 East Peace Street, Canton, Mississippi.

ITEM IV

I give, devise and bequeath twenty-five thousand dollars (\$25,000.00) to each of my children, LEIGH TINDALL BRANNAN and ELLEN DOUGLAS BRANNAN. All the rest, residue and remainder of my property, real, personal and mixed, of whatsoever kind and nature and wheresoever situated, including lapsed legacies and bequests,

William Beauford Brannan
WILLIAM BEAUFORD BRANNAN

WMB
WLB

PAGE THREE OF FOUR PAGES

including all stocks, bonds and certificates of deposits, of which I shall die seized and possessed or to which I shall have any power of appointment, I do hereby give, devise and bequeath to LOUISE HOBBS BRANNAN, and should she predecease me in my death, the remaining property is to be divided equally between my two children, LEIGH TINDALL BRANNAN and ELLEN DOUGLAS BRANNAN.

ITEM V

I hereby appoint, nominate and constitute LOUISE HOBBS BRANNAN as Executrix of this my Last Will and Testament. In the event she shall be unable to serve as Executrix, then, and in that event only, I appoint LEIGH TINDALL BRANNAN as Executor of this my Last Will and Testament and hereby grant to him the same powers as set forth for my Executrix. In the event that he shall be deceased at the time of my death, or unable or unwilling to serve as Executor, then, and in that event only, I appoint ELLEN DOUGLAS BRANNAN, as Executrix of this my Last Will and Testament and hereby appoint to her the same powers as set forth for my Executrix. My Executrix shall have full and plenary power and authority to do and perform any act deemed by her to be for the best interest of my estate, without any limitations whatsoever, and without surety bond, and said authority shall include, but

William Beauford Brannan
WILLIAM BEAUFORD BRANNAN

one
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PAGE FOUR OF FOUR PAGES

shall not be limited to the right to take possession, hold, manage, and invest and reinvest the same, and to collect the income, dividends, rents, interests and profits therefrom, and to employ and to pay any attorneys, agents or accountants that she may deem necessary and for the best interest of my estate and to pay unto herself a just and reasonable compensation as Executrix.

The foregoing Last Will and Testament consists of four (4) pages, at the bottom of each which I have signed my name.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament on this the 5th day of June, 2002.

William Beauford Brannan
WILLIAM BEAUFORD BRANNAN
BPK BJK

WITNESS: Luluora Spivey
ADDRESS: 509 E. Dinkins St. Canton, MS 39046
SOCIAL SECURITY NUMBER: 587-86-5457

WITNESS: Beth Jean M. Kish
ADDRESS: 746 KATHY C.T. Canton, MS 39046
SOCIAL SECURITY NUMBER: 428-08-1501

~~William Beauford Brannan~~
WILLIAM BEAUFORD BRANNAN
BPK BJK

MADISON COUNTY, MS This instrument was filed for record Feb. 10, 2006
Book 39 Page 632
ARTHUR JOHNSTON, CC
BY L. Jones DC



IN THE CHANCERY COURT OF MADISON COUNTY

STATE OF MISSISSIPPI

IN THE MATTER OF THE ESTATE
OF WILLIAM BEAUFORD BRANNAN, DECEASED

CIVIL ACTION FILE NO. 2006-087

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF MADISON

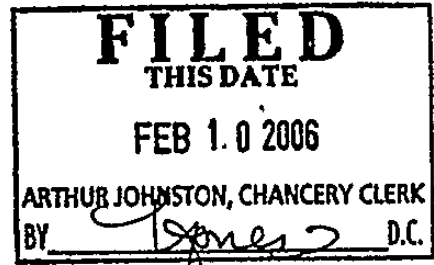
Personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named LEIGH TINDALL BRANNAN, who, being by me first duly sworn, on oath stated:

Affiant is the duly appointed, qualified and acting Executor of the Estate of William Beauford Brannan, Deceased. Affiant has made reasonably diligent efforts to identify all persons having claims against the above styled and numbered estate and has given notice by mail to the persons so identified at their last known address, informing them that a failure to have their claim probated and registered with the Clerk of the Court granting letters, within the ninety (90) day period provided by *Miss. Code Ann. (1972), Section 91-7-145*, will bar such claim. The persons so identified and their last known addresses are:

NONE

STATE OF MISSISSIPPI

COUNTY OF MADISON



Personally appeared before me, the undersigned authority in and for said county and state, the within named LEIGH TINDALL BRANNAN, who, being first duly sworn by me,

states on his oath that the matters and facts contained and set forth in the above and foregoing Affidavit are true and correct as therein stated.

Leigh Tindall Brannan
LEIGH TINDALL BRANNAN

SWORN TO AND SUBSCRIBED before me on this the 9th day of FEBRUARY, 2006.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MARCH 10, 2009
(SEAL)

MADISON COUNTY, MS This instrument was filed for record Feb. 10, 2006

Book 39 Page 636
ARTHUR JOHNSTON, CC

BY [Signature] DC



LAST WILL AND TESTAMENT

OF

ETHEL K. MARLING

I, **ETHEL K. MARLING**, a resident of Ridgeland, Madison County, Mississippi, make and declare this to be my Last Will and Testament, hereby revoking all wills and codicils heretofore made by me.

ARTICLE I.

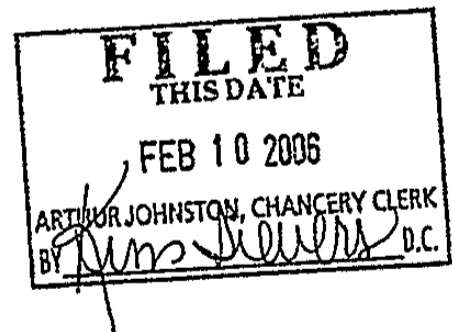
I direct that all of my debts, all expenses of my last illness, all funeral and cremation expenses and the cost of the administration of my estate to be paid out of my estate as soon as practicable after my death

ARTICLE II.

I direct that all of my estate, inheritance and other taxes and any interest or penalty thereon, be paid out of my estate. It is my intention, however, that nothing in this Article of my Will should 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.

For Identification.

E K M.



ARTICLE III.

I hereby nominate and appoint my Husband, **JOHN H. MARLING**, to be the Executor of my Last Will and Testament. If he shall fail to survive me or shall fail to qualify as Executor, then in that event I appoint my Daughter, **KATHRYN M. FURR**, as my secondary Executrix. My Executor shall serve without security or any bond and without any accounting or inventory to any Court, shall have the powers and discretions provided for herein and other powers that are provided for by law, all to be exercised without a Court Order.

ARTICLE IV.

I hereby devise and bequeath all real property and interest therein, all automobiles, furniture, furnishings, household goods, silverware, china, ornaments and all other items located in my residence as well as all of my cash, stocks, bonds, accounts, retirement funds and accounts, and any and all other securities or investments, jewelry, personal effects and all other tangible property owned by me at the time of my death, including lapsed legacies and bequests, of which I shall be seized or possessed or to which I shall be entitled at the time of my death, or over which I shall have any power of appointment, to my Husband, **JOHN H. MARLING**, and should he pre-decease me, to my Daughter, **KATHRYN M. FURR**, and to my Son, **JOHN R. MARLING** in equal shares. In the event one or more of my children is not then living, that deceased child's share shall go to that child's lineal decedents *per stirpes*.

ARTICLE V.

Any Trustee that may be established hereunder, shall have the continuing, absolute discretionary power to deal with any property, real or personal, held in my estate or in trust as

For Identification:

E. K. M.

freely as I might in the handling of my own affairs. Such power may be exercised independently without prior or subsequent approval of any judicial authority and no person dealing with the Executor or Trustee shall be required to inquire into the propriety of any of their actions. I specifically grant to my Executor and the Trustee the power to make any distribution(s) including the satisfaction of any pecuniary bequests, in cash or in specific property, real or personal, or an undivided interest therein or partly in such property, and to do so without regard to the income tax basis for federal tax purposes of specific property allocated to any beneficiary.

ARTICLE VII.

If any beneficiary hereof shall die simultaneously with me or under such circumstances that there is insufficient evidence to determine the order of our deaths, then it shall be presumed conclusively for the purpose of making distributions under this Will, that said beneficiary predeceased me.

ARTICLE VIII.

I direct that my Executor provide for the cremation of my remains and that my ashes be given to my Husband, JOHN H. MARLING, if he survives me, otherwise to do with them as they deem appropriate.

IN WITNESS WHEREOF, I, sign, seal, publish and declare this instrument to be my Last Will and Testament, this the 19 day of February, 2002.

Ethel K. Marling
ETHEL K. MARLING

For Identification:
EKM.

ATTESTATION

The foregoing instrument, consisting of this and three typewritten pages, was signed, sealed, published and declared by **ETHEL K. MARLING**, as the Testatrix, to be her Last Will and Testament in our presence, and we, at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses this the 19th day of February 2002, at Madison, Mississippi.

WITNESSES:

Roulette N. Jurett residing at 205 Wildewood Blvd.
Name Jackson MS 39212
Address

Michael P. Pappas residing at 107 McCallum Ct.
Name Madison, MS 39110
Address

For Identification:
E.K.M.

AFFIDAVIT OF SUBSCRIBING WITNESSES

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned duly commissioned and qualified Notary Public, acting within and for the said State and County, Paulette N. Fioretti and Michael S. MacInnis respectively, whose names appear as subscribing witnesses to the foregoing and attached instrument of writing, who after having been duly sworn, say on oath that on the 19th day of February, 2002, **ETHEL K. MARLING**, was of lawful age, was of sound and disposing mind and memory, and there was no evidence of undue influence.

Paulette N. Fioretti residing at 205 Wildwood Blvd.
Name Jackson MS 39212
Address

Michael S. MacInnis residing at 107 McCallum Ct.
Name Madison, MS 39110
Address

SWORN TO AND SUBSCRIBED before me, this the 19th day of February, 2002.

Rita Walker
Notary Public
My commission expires 2/10/2006

For Identification:
EKM

FILED
THIS DATE
FEB 10 2006
ARTHUR JOHNSTON, CHANCERY CLERK
BY Kim Severs D.C.

MADISON COUNTY, MS This instrument was
filed for record Sub 10, 2006
Book 39 Page 638
ARTHUR JOHNSTON, C.C.
BY K. Severs D.C.



BOOK 130 PAGE 180

P 2002-192
KH

LAST WILL AND TESTAMENT
OF
IRIS W. BROWN



I, Iris W. Brown, an adult resident citizen of Jackson, Hinds County, Mississippi, being of sound and disposing mind and memory, over the age of eighteen (18) years, and not acting under duress or undue influence, 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.

I appoint my husband, James Armistead Brown and my son James A. Brown, Jr. as Executors of my estate under this Will. I direct my Executors to pay all of my just debts and obligations which may be properly probated, registered and allowed against my estate; all taxes properly payable by my estate; and the cost of administration of my estate as soon as practical after my death. Except as otherwise provided herein, all such payments shall be paid out of my residuary estate.

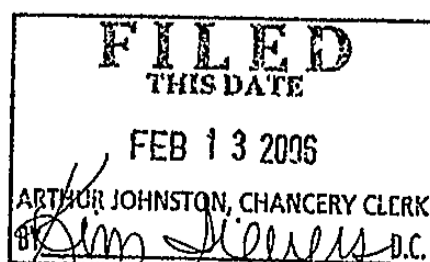
ITEM II.

My husband is James Armistead ("Army") Brown and is sometimes referred to herein as "my husband". I have three (3) children now living and they are:

James Armistead Brown, Jr.,
Amanda Brown Olmstead, and
Adele Brown Tyler.

ITEM III.

All of the federal and state estate, inheritance, and other death taxes assessed by reason of my death shall be paid first proportionately from the bequests under Item VIII. to the "Iris W. Brown Family Trust" at Item XII.; then from the bequest and devise under Item XI.; then from the "J.A. Brown Trust No. 2," if the "J.A. Brown Trust" at Item X. was divided under subparagraph 2 of



24.3

paragraph A. of Item X; and then from the "J.A. Brown Trust No. 1," if the "J.A. Brown Trust" was so divided, or from the "J.A. Brown Trust" if it was not so divided. I do not waive any right or recovery, including but not limited to any right of recovery under Section 2206, 2207, 2207A, or 2207B of the Internal Revenue Code of 1986, as now or hereafter amended. Any amount received by my estate pursuant to a right of recovery shall be applied to reimburse the sources, in their reverse order, from which all federal and state estate, inheritance, and other death taxes are paid. For this purpose, "right of recovery" means a right, under any federal or state statute or other law, of my estate to be reimbursed by a person for, or otherwise to recover from a person, any federal or state estate, inheritance, or other death tax assessed by reason of my death on property that is subject of such tax but not included in my probate estate and that is received, or to be received, by or otherwise passes, or is to pass, to that person.

ITEM IV.

I direct my Executor to satisfy in full all pledges to religious and charitable organizations I have made during my lifetime and which are outstanding at my death.

ITEM V.

I devise and bequeath to my husband, Army, if he survives me, any right, title and interest I may own in our residence which is occupied by us as a family home, including any land adjacent thereto and used as a part of our homestead, all subject to any indebtedness that may be secured by such residence. If my husband does not survive me, I devise and bequeath my right, title and interest in our home to my children, in equal shares

ITEM VI.

A. I give and bequeath to my husband, Army, if he survives me, all of my tangible personal property, including my automobiles, clothing, books, jewelry, sporting equipment and other similar personal effects.

B. If my husband does not survive me, I give and bequeath to my children, in equal shares, all my tangible personal property described in this Item. If any child does not survive me, such child's share of this property shall be distributed to his or her surviving children, or if none to my other children. The share of such property for any beneficiary who is a minor or who is under any disability shall be held by the guardian of such beneficiary until the beneficiary reaches the age of twenty-one (21) years or until the disability is removed or no longer exists.

C. I may leave a separate memorandum containing directions for the specific disposition to be made of certain of the assets 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.

D. I give and bequeath all my household furniture, furnishings, ornamental decorations, silverware, china, pictures, linen, glassware and the like located in my home to my husband for his use during his lifetime. Upon the death of my husband, his prior abandonment of these assets, or if he does not survive me, these assets shall be distributed to my children, in equal shares. I may leave a separate memorandum containing directions for the specific disposition to be made of certain of the assets 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 upon my husband's death or abandonment of the assets.

ITEM VII.

I give and bequeath to Eula Mae Jordan, if she survives me, the sum of Ten Thousand Dollars (\$10,000).

ITEM VIII.

A. After the payment of any debts, obligations and expenses of my estate other than estate taxes, I devise and bequeath to the "Iris W. Brown Family Trust" created by Item XII. of this Will, to

JAB

be held, administered and distributed according to the terms of that trust, the largest amount, if any, which can pass free of federal estate tax by reason of the unified transfer tax credit and the state death tax credit allowable to my estate, reduced by the value for federal estate tax purposes of all other property includable in my federal gross estate, including taxable transfers since 1976, which passes under other provisions or outside of this Will which does not qualify for the estate tax marital deduction under the law in effect at the date of my death, and reduced by charges to principal that are not allowed as deductions on computing the federal estate tax imposed upon my estate.

B. As used herein, the term "taxable transfers" shall mean transfers made by me that are subject to the transfer tax provided for in Section 2001 of the Internal Revenue Code of 1986, as amended. In computing the amount of this bequest, the term "value" shall mean the value as finally determined for federal estate tax purposes.

C. The amount determined above shall be increased by an amount which will allow my estate to receive the maximum benefit from the Credit for State Death Taxes provided by Section 2011 of the Internal Revenue Code of 1986, as amended. However, this increase shall not cause the total of this bequest to exceed the maximum amount on which there would be no federal estate tax due on my estate. Further, this increase shall not be made if such increase would cause my estate to incur any state death taxes which would not be incurred if the increase is not made.

D. It is my intention to convey by this bequest the maximum portion of my estate which, under the transfer tax law in effect at the time of my death, may pass to beneficiaries other than my husband, but which because of the application of the credits available to my estate will result in no federal estate tax being owed by my estate.

E. I recognize that in certain circumstances there may be no sum disposed of under this Item and that the amount of the sum

D. H. B.

disposed under this Item, if any, may be affected by the action of my Executor in exercising certain tax elections.

ITEM IX.

If my husband does not survive me, I give and bequeath One Hundred Thousand Dollars (\$100,000) to the James Armistead Brown Family Foundation, Inc., a Mississippi nonprofit, charitable corporation whose charter was issued on August 6, 1987. This gift may be made in cash or real estate, at the discretion of my Executors. If real estate is chosen by the Executors, it may be distributed subject to debt to arrive at a net value of \$100,000.

ITEM X.

If my husband, Army, survives me, I give, devise and bequeath to Trustmark and James A. Brown, Jr., as Trustees for my husband, a sum equal to the amount of my GST exemption, as defined at Section 2631(a) of the Internal Revenue Code of 1986, as now or hereafter amended, as reduced by all allocations of that exemption to property for which I am the transferor, as defined at Section 2652(a) of the Internal Revenue Code of 1986, as now or hereafter amended, and that passes under preceding Items of this Will or was transferred by me during my lifetime or otherwise passes outside of this Will. I recognize that no sum may be disposed under this paragraph and that the amount of the sum disposed under this paragraph may be affected by the action of my Executor in exercising certain tax elections. Any property included in my estate and distributed in kind to satisfy the devise and bequest under this paragraph shall be valued for this purpose at its fair market value at the time of distribution. For convenience the Trustees shall be referred to as "Trustee." This trust shall be designated and known as the "J.A. Brown Trust." The Trustee shall hold, administer and distribute the funds of this trust under the following provisions:

A. The following tax provisions shall apply to the "J.A. Brown Trust":

1. My Executor may determine whether to elect under the applicable laws to qualify all or any portion of the "J.A. Brown Trust" for the federal or state estate tax marital deduction. It is anticipated that my Executor will elect in a manner that will minimize the taxes payable by my estate, except when doing so is likely to result in a significantly larger combined federal and state estate tax liability for my estate and my husband's estate because of my husband's death within a short period of my death. The determination of my Executor with respect to the exercise of any such election shall be conclusive upon all affected persons, but my Executor is nonetheless directed to consult with the Trustee before my Executor makes any such determination. Any such election may be joined in or otherwise made by the Trustee if required by applicable laws.

2. If the entire "J.A. Brown Trust" is not elected to qualify for the federal estate tax marital deduction, the Trustee shall divide the "J.A. Brown Trust" into two (2) separate trusts, one (1) trust for the portion so qualified and one (1) trust for the portion not so qualified. For purposes of this Will, the division shall be effective as of and shall relate back to the time of my death. The trust for the qualified portion shall be known as the "J.A. Brown Trust No. 1," and the trust for the nonqualified portion shall be known as the "J.A. Brown Trust No. 2." These trusts shall collectively still be known as the "J.A. Brown Trust." The Trustee shall divide the "J.A. Brown Trust" into the two (2) trusts according to the fair market value of the properties of the "J.A. Brown Trust" at the time of the division. In the division, the Trustee may give to each trust properties of varying or unvarying interests or proportions. Each of the two (2) trusts shall be administered for the use and benefit of my husband according to this Item X. However, all distributions of principal to be made from the "J.A. Brown

Trust" to my husband shall be made first from the "J.A. Brown Trust No. 1" and then, once that trust is depleted, from the "J.A. Brown Trust No. 2."

3. If the "J.A. Brown Trust" was or is to be divided into the "J.A. Brown Trusts No. 1 and No. 2" under subparagraph 2, an election to qualify all or any portion of the "J.A. Brown Trust" for the state estate tax marital deduction shall be made first for the "J.A. Brown Trust No. 1" and then, to the extent of any remaining portion to be qualified, for the "J.A. Brown Trust No. 2." If the portion of the "J.A. Brown Trust" elected to qualify for the state estate tax marital deduction is less or greater than the portion elected to qualify for the federal estate tax marital deduction, the Trustee may apply provisions similar to those at subparagraph 2. in regard to the state election. Any trusts into which a trust is divided under this subparagraph 3. shall be merged into one (1) trust at my husband's death.

B. Commencing with the date of my death, the Trustee shall pay to or apply for the benefit of my husband all the net income of this trust. These income payments shall be made in convenient installments, but shall be made at least quarterly.

C. In addition to the income distributions, the Trustee may pay to or for the benefit of my husband as much of the principal as the Trustee deems advisable for my husband's support, maintenance, and health, including any medical, hospital or other institutional care, having in mind both his accustomed standard of living and the funds available to him from other sources.

D. My husband shall have the right to disclaim all or any part of his interest in any property which I have devised or bequeathed to him, 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 the Executor of my estate 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. The Executor may file such disclaimer in the Court in which my estate is being probated. If my husband disclaims in whole or in part, the property in which he disclaims his interest shall be distributed according to the provisions of Paragraph E. below.

E. Upon the death of my husband, any undistributed or accrued income of this trust shall be paid to my husband's estate. The Trustee shall divide the principal of this trust into as many separate and equal shares as shall be necessary to allocate one such share to each of my children then living at the death of my husband and one such share collectively to the then living children and other descendants of each of my children then deceased. Any separate share allocated to a child of mine shall be distributed, free of trust, to the child to whom the share was allocated. Any separate share allocated to the children and other descendants of a deceased child of mine shall be added to their amounts, if any, as determined under subparagraphs 1 through 7 of paragraph C. of Item XII. of this Will and shall be distributed according to the terms and provisions of those subparagraphs.

F. Notwithstanding the distribution set forth above, if my husband directs otherwise by his Will, the Trustee shall pay from the principal of this trust, directly or to the personal representative of my husband's estate as the Trustee deems advisable, the amount by which the estate and inheritance taxes assessed against my husband's estate shall be increased because of the inclusion of any part or all of this trust in his estate for estate tax purposes because of the election to treat this trust as qualified terminable interest property.

G. In establishing this trust for the benefit of my husband, 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 this 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. If any such property would be transferred to this trust but for this Paragraph, the Trustee shall place such property in a separate trust apart from the property which qualifies for the marital deduction and shall administer such nonqualifying property under the same terms and conditions of this trust; (b) that except upon the direction of my husband 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 Executor 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. The following provisions shall apply for the payment of estate taxes at my husband's death from the "J.A. Brown Trust":

1. All payments by the Trustee pursuant to the exercise by legal representative of my husband's estate of a right of recovery against the "J.A. Brown Trust" shall be made from the "J.A. Brown Trust" (or first from the "J.A. Brown Trust No. 1" and then from the "J.A. Brown Trust No. 2," if the "J.A. Brown Trust" was divided under subparagraph 2 of paragraph A). All such payments shall be considered as made or to be made under this paragraph H. For this purpose, "right of recovery" means a right, under any federal or state statute or other law, of my husband's estate to be reimbursed by the "J.A. Brown Trust" for, or otherwise to recover from the "J.A. Brown Trust," any federal or state estate, inheritance, or other death tax assessed by reason of my husband's death on property that is subject to such tax but not included in my husband's probate

estate and that is received, or to be received, by or otherwise passes, or is to pass, to the "J.A. Brown Trust."

2. The Trustee may make any payment under subparagraph 1. directly to the taxing authority or to the legal representative of my husband's estate.

3. The Trustee's selection of any properties to be sold to pay any amount under subparagraph 1., and the tax effects of any such sale, shall not be subject to question by any beneficiary.

I. If my husband shall not survive me, then I devise and bequeath the residue of this "J.A. Brown Trust" as provided in paragraph E. above.

J. By the provisions 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. My Executor shall make a qualified terminable interest property election as to all or part of the assets of this trust or not make any election as my Executor shall determine advisable to obtain the maximum estate tax benefits for both my estate and the estate of my husband. In any event, my Executor shall not incur any liability to any party for the exercise or nonexercise of this election.

K. This trust shall be designated and known as the "J.A. Brown Trust".

L. 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.

ITEM XI.

A. I devise and bequeath to my husband, Army, if he survives me, all the rest and residue of my estate.

B. My husband shall have the right to disclaim all or any part of his interest in any property which I have devised or bequeathed to him whether outright or in trust; provided he shall do so 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. Any such disclaimer shall be made in writing, clearly stating the portion or assets disclaimed, and shall be timely filed in the Court in which my estate is being probated. If my husband disclaims in whole or in part, the property in which he disclaims his interest shall be disposed of in accordance with the provisions of Paragraph C. of this Item.

C. If my husband does not survive me, the residue of my estate shall be divided into as many separate and equal shares as shall be necessary to allocate one such share to each of my children then living on my death and one such share collectively to the then living children and other descendants of each of my children then deceased. Any separate share allocated to a child of mine shall be distributed, free of trust, to the child. Any separate share allocated to the children and other descendants of a deceased child of mine shall be distributed, per stirpes, to those children and other descendants according to the terms and provisions of 1. through 6. of paragraph C. of Item XII. of this Will.

ITEM XII.

From the assets conveyed to the "Iris W. Brown Family Trust" herein, my Executor shall first pay any and all estate and inheritance taxes payable by my estate, regardless of whether such taxes are attributable to property included in my probate estate or to property passing outside of my probate estate either by operation of law, by contract or otherwise. The remainder of those assets shall be held by Trustmark National Bank and James A. Brown, Jr., as Trustees, under the terms hereafter set forth, for the benefit of my husband, my children and my other descendants. For

convenience, the Trustees shall be referred to as "Trustee." The Trustee shall hold, administer and distribute the funds of this trust under the following provisions:

A. The Trustee may distribute to or for the benefit of my husband, as much of the net income as the Trustee shall deem advisable for his support, maintenance and health; or for the maintenance of his accustomed standard of living; or for any medical, hospital or other institutional care of any of the beneficiaries. These distributions shall be made in such proportions, amounts, and intervals as the Trustee shall determine. Any income not distributed shall be added to principal and shall be distributed according to the provisions of this Item.

B. In addition to the income distributions, the Trustee may distribute to or for the benefit of my husband, as much principal as the Trustee shall deem advisable for his support, maintenance and health; or for the maintenance of his accustomed standard of living; or for any medical, hospital or other institutional care of any of the beneficiaries. These distributions shall be made in such proportions, amounts and intervals as the Trustee shall determine. In considering principal distributions, the Trustee shall consider the needs of my husband and the funds available to his from other sources.

C. Upon the death of my husband, the Trustee shall divide the assets of this trust into equal and separate shares, one share for each of my then living children, and one share for each child of mine who is then deceased but who is survived by children. The Trustee shall distribute to each of my living children the shares created for such child. Each share created for the children of a deceased child of mine shall be distributed as follows:

1. The amount, if any, allocated to OLIVIA BLAKE OLMSTEAD shall be distributed to her, free of trust, if the "Olivia Blake Olmstead Trust" dated December 28, 1983, is not then in existence. If that trust is then in existence, all of the amount shall be distributed to that trust. The amount

distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

2. The amount, if any, allocated to VANESSA KATHLEEN OLMSTEAD shall be distributed to her, free of trust, if the "Vanessa Kathleen Olmstead Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

3. The amount, if any, allocated to FREDERICK JAMIESON OLMSTEAD shall be distributed to him, free of trust, if the "Frederick Jamieson Olmstead Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

4. The amount, if any, allocated to WILLIAM ARMISTEAD TYLER shall be distributed to him, free of trust, if the "William Armistead Tyler Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

5. The amount, if any, allocated to ELISE ADELE TYLER shall be distributed to her, free of trust, if the "Elise Adele Tyler Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence, all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed

according to the terms and provisions of its governing instrument.

6. Any amount allocated to a child of my children (referred to as a "grandchild") who is not named at 1. through 5. shall be held in a separate trust for that grandchild according to the following terms and provisions:

(a) The separate trust shall be known as the "Iris W. Brown Family Trust FBO [inserting here the name of the grandchild for whom the separate trust is being held]."

(b) The sole trustee of the separate trust shall be TRUSTMARK NATIONAL BANK, Jackson, Mississippi (referred to as the "Trustee"). The Trustee shall have the same rights, powers and discretions given to, and shall be subject to the same obligations imposed on, the Trustees of the "Iris W. Brown Family Trust" and created by the provisions of Item XII of this Will.

(c) The Trustee may distribute all of any part of the income or principal of the separate trust to or for benefit of the grandchild for whom the trust is being held, in such proportions as the Trustee may determine for the health, education, support, maintenance, comfort, and welfare of that grandchild, taking into consideration that grandchild's needs and all other circumstances and factors that the Trustee considers pertinent. Any income not so distributed shall be accumulated and added to principal.

(d) Upon the attainment of the age of thirty-five (35) years by the grandchild, all of the remaining principal and accumulated and accrued income of the separate trust being held for that grandchild shall be distributed to him or her, free of trust. If the grandchild is under a legal disability upon the attainment of that age, the separate trust shall continue to be retained for that grandchild and shall be

distributed to him or her free of trust when the legal disability is removed. Notwithstanding the preceding provisions of this subparagraph (d) the Trustee may terminate the separate trust, in whole or in part, at any time or times after the grandchild for whom the separate trust is being held has attained the age of twenty-one years, if the Trustee, in the Trustee's sole discretion, determines that such earlier termination, in whole or in part, is in the best interest of that grandchild. In this early termination, the terminated portion of the principal and accumulated and accrued income of the separate trust being held for the grandchild shall be distributed to him or her free of trust.

(e) If the grandchild dies before the complete termination of the separate trust being held for him or her, the Trustee shall distribute the separate trust to the duly appointed legal representative of that grandchild's estate, to be distributed as part of the estate.

(f) If and when a separate trust is held for the grandchild under the terms and provisions of Subarticle 5.2 or 6.2. of the "J.A. Brown and Iris W. Brown Intervivos Trust" U/A 12/23/1988, the separate trust being held for that grandchild under this 6. shall be added to and merged with that other separate trust.

7. Any amount allocated to the children and other descendants of a deceased child of my children shall be distributed, per stirpes, free of trust, to those children and other descendants. If one of those children or other descendants (referred to as a "descendant") is then under the age of twenty-one years or under any legal disability, however, that descendant's amount shall be vested in him or her but shall be retained in a separate trust for him or her according to the following terms and provisions:

(a) The separate trust shall be known as the "Iris W. Brown Family Trust FBO [inserting here the name of the grandchild for whom the separate trust is being held]."

(b) The sole trustee of the separate trust shall be TRUSTMARK NATIONAL BANK, Jackson, Mississippi (referred to as the "Trustee"). The Trustee shall have the same rights, powers and discretions given to, and shall be subject to the same obligations imposed on, the Trustees of the "Iris W. Brown Family Trust" created by the provisions of Item XII. of this Will.

(c) The Trustee may distribute all of any part of the income or principal of the separate trust to or for benefit of the descendant for whom the trust is being held, in such proportions as the Trustee may determine for the health, education, support, maintenance, comfort, and welfare of that descendant, taking into consideration his or her needs and all other circumstances and factors that the Trustee considers pertinent. Any income not so distributed shall be accumulated and added to principal

(d) When the descendant is of the age of twenty-one years or older and is under no legal disability, all of the remaining principal and accumulated and accrued income of the separate trust being held for him or her shall be distributed to him or her free of trust. Notwithstanding the preceding sentence, the Trustee may terminate the separate trust, in whole or in part, at any time or times after the descendant for whom the separate trust is being held has attained the age of twenty-one years, if the Trustee, in the Trustee's sole discretion, determines that such earlier termination, in whole or in part, is in the best interest of that descendant. In this early termination, the terminated portion of the principal and accumulated and accrued income of the

C. H. B.

separate trust being held for the descendant shall be distributed to him or her free of trust.

(e) If the descendant dies before the complete termination of the separate trust being held for him or her, the Trustee shall distribute the separate trust to the duly appointed legal representative of that descendant's estate, to be distributed as part of the estate.

(f) If and when a separate trust is held for the descendant under the terms and provisions of Subarticle 6.2. of the "J.A. Brown and Iris W. Brown Intervivos Trust" U/A 12/23/1988, the separate trust being held for that descendant under this Paragraph 7. shall be added to and merged with that other separate trust.

D. 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. No beneficiary shall have any 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 funds or the income produced from the funds.

E. If all of the persons and classes designated as beneficiaries of this trust die prior to the distribution of all trust assets, upon the death of the survivor of them, the assets shall be distributed outright and free of any trust to my heirs at law, determined at the date of such distribution in accordance with the intestacy laws then in effect in the State of Mississippi.

F. Upon distribution of all of the assets of this trust to the beneficiaries this trust shall terminate.

G. The trust created in this Item shall be designated and known as the "Iris W. Brown Family Trust".

ITEM XIII.

If my husband survives me and any of my children or their descendants are then living at his death, at his death the income or principal or both of any trust created herein (other than the

income of the "J.A. Brown Trust") shall be distributed to or for the benefit of any one (1) or more of my children then living or their descendants then or later living (other than to or for the benefit of a creditor or creditors of my husband or of his estate) and in the amounts and proportions as my husband may appoint, in his sole discretion. To be effective, the appointment must be provided for in a Last Will and Testament of my husband that is duly probated within three (3) months of my husband's death (the "probate period") and that specifically refers to this Item XIII. as the source of the special power of appointment. My husband's power shall not be a general power of appointment, within the meaning of Section 2041 of the Internal Revenue Code of 1986, as now or hereafter amended, with respect to all or any part of a trust created herein. The provisions of this Will shall be construed and interpreted accordingly, and it is directed that no provision in this Will that would cause my husband's power to be such a general power of appointment shall apply to my husband's power. Any part of a trust subject to my husband's power but not effectively appointed by my husband according to this Item XIII. shall be distributed at the end of the probate period according to the otherwise applicable provisions of this Will, without regard to this Item XIII. For purposes of this Will, any trust or any successive legal interests in the same property or properties created pursuant to my husband's exercise of her power shall be considered as a trust created herein.

ITEM XIV.

A. For purposes of this Item XIV., the following terms shall have the ascribed meanings:

1. "Code" means the Internal Revenue Code of 1986, as now or hereafter amended, "Code Section" means a section, as now or hereafter amended, of the Code, and "Code Sections" means more than one (1) Code Section.

2. "Distribution" includes but is not limited to (a) a reimbursement or other recovery of income or principal from a

trust created herein of any transfer tax that is authorized or directed, by any federal or state statute or other law, to be made to the person on whom that tax is imposed, (b) a withdrawal of income or principal from a trust created herein, and (c) a distribution of income or principal from a trust created herein pursuant to the exercise of a power of appointment, regardless whether the power is or is not a general power of appointment.

3. "General power of appointment" means as defined at Code Section 2041(b)(1) or 2514(c), including but not limited to a power requiring the consent of the Trustee to exercise.

4. "GST exemption" means as defined at Code Section 2631(a).

5. "Inclusion ratio" means as defined at Code Section 2642(a).

6. "Income tax" means the federal income tax and any similar tax at Subtitle A, as now or hereafter amended, of the Code and any similar state tax.

7. "Tax detriment" means (a) the failing of the "Iris W. Brown Trust" to qualify for the federal or state estate tax marital deduction or (b) the Trustee's having a general power of appointment or being the owner under Subpart E, Part I, Subchapter J, Chapter 1, Subtitle A, all as now or hereafter amended, of the Code with respect to all or any part of a trust created herein.

8. "Transfer tax" means the federal estate tax, gift tax, generation-skipping transfer tax, and any similar tax at Subtitle B, as now or hereafter amended, of the Code and any similar state tax, including but not being limited to a state inheritance tax.

9. "Transferor" means as defined at Code Section 2652(a), including but not being limited to myself.

10. "Trustee" means as defined in this Will, but, if the context requires, includes or otherwise means my Executor or the legal representative of another person's estate.

B. Before the allocation of any of my or another transferor's GST exemption to a trust created herein, the Trustee may divided the trust into two (2) separate trusts, one (1) trust for which the allocation will be made and one (1) trust for which it will not be made. The Trustee shall appropriately name the two (2) trusts so that each can be easily distinguished. Each of the two (2) trusts shall be administered as a separate trust according to the provisions of this Will governing the divided trust, subject to the application of Paragraph F. to the two (2) trusts as the "Multiple Trusts."

C. The following special provisions shall apply to the "J.A. Brown Trust":

1. If the Trustee intends to allocate any of my GST exemption to the "J.A. Brown Trust" (or the "J.A. Brown Trust No. 1 or No. 2," if the "J.A. Brown Trust" was divided under subparagraph 2 of Paragraph A of Item X., the Trustee may divide that trust into two (2) separate trusts, one (1) trust for which the allocation will be made and one (1) trust for which it will not. The Trustee shall appropriately name the two (2) trusts so that each can be easily distinguished. Each of the two (2) trusts shall be administered as a separate trust for the use and benefit of my husband according to Item X. However, all distributions of principal to be made to my husband from the divided trust and all payments to be made under Item III or Paragraph H of Item X. from the divided trust shall be made first from the trust for which no allocation was made and then, once that trust is depleted, from the other trust.

2. At my husband's death, the two (2) trusts into which the "J.A. Brown Trust" was divided under subparagraph 1 (or the "J.A. Brown Trust No. 1" or the two (2) separate trusts

into which it was divided under subparagraph 1 and the "J.A. Brown Trust No. 2" or the two (2) trusts into which it was divided under subparagraph 1) shall each be administered as a separate trust according to the provisions of this Will governing the "J.A. Brown Trust" (or the "J.A. Brown Trust No. 1 or No. 2," as the case may be), subject to the application of paragraph F. to all of those trusts as the "Multiple Trusts."

3. Subparagraph 1 shall take precedence over subparagraph 2, to the extent both are otherwise applicable, and neither paragraph B. nor paragraph C. shall apply to the "J.A. Brown Trust" (or the "J.A. Brown Trust No. 1 or No. 2") in instances when this paragraph D. is applicable.

D. Whenever a trust created herein is to be divided into two (2) separate trusts under paragraph B. or C., for purposes of the allocation of any of my or another transferor's GST exemption to one (1) of those two (2) trusts, the Trustee shall divide the trust in such a manner that will result in the intended inclusion ratio for that one (1) trust, after the allocation to it. For purposes of this Will, the division (1) shall be effective as of and shall relate back to the time of my death, when the allocation is of my GST exemption, and (2) shall be effective as of the time of the division or, if earlier, shall be effective as of and shall relate back to the time the allocation is effective under the Code, when the allocation is of another transferor's GST exemption. In the division, the Trustee may give to each trust properties of varying or unvarying interests or proportions, without regard, unless required otherwise under this paragraph D., to the income tax bases of the properties.

E. The following provisions shall apply for mergers or segregations of trusts created herein:

1. The Trustee may later merge any separate trusts into which a trust created herein may have been previously divided under paragraph B. or C., if the Trustee then determines that

the merger will not result in any materially adverse income tax or transfer tax consequences.

2. The Trustee may merge any two (2) or more of the trusts created herein being for the same beneficiary or beneficiaries and administered according to the same applicable provisions of this Will, if the Trustee then determines that the merger will not result in any materially adverse income tax or transfer tax consequences. While any of those trusts are not merged, each of those trusts shall be administered as a separate trust according to the same applicable provisions of this Will, subject to the application of paragraph F. to all of those trusts as the "Multiple Trusts."

3. Each addition made or considered made by me or any other transferor to a trust created herein (the "primary trust") shall be segregated as one (1) separate trust. The Trustee shall appropriately name any segregated trust and the primary trust so that each can be easily distinguished. The Trustee may later merge any segregated trusts with each other or with the primary trust, if the Trustee then determines that the merger will not result in any materially adverse income tax or transfer tax consequences. While any of those segregated trusts are not merged, each of those segregated trusts and the primary trust shall be administered as a separate trust according to the provisions of this Will governing the primary trust, subject to the application of paragraph F. to all of those segregate trusts and the primary trust as the "Multiple Trusts."

F. The following provisions shall apply whenever made applicable by this Item XIV.:

1. All distributions and all payments under Item III to be made from the Multiple Trusts shall be made from any one (1) or more of the Multiple Trusts in the manner that the Trustee determines will result in favorable income tax and

transfer tax consequences and that will not cause a tax detriment or the distributions to the various beneficiaries from the Multiple Trusts to be made in different amounts than the distributions that would have otherwise been made to them.

2. If the Multiple Trusts are to be divided into separate shares under this Will, each of the Multiple Trusts shall be divided into one (1) set of shares, and the corresponding share from each set shall be administered according to the same applicable provisions of this Will. If a share of the Multiple Trusts is to be retained as a separate trust, each corresponding share from each set of shares shall be retained as a separate trust and administered according to the same applicable provisions of this Will, subject to the application of this Paragraph F. to all of those trusts as the "Multiple Trusts." The Trustee shall appropriately name those trusts so that each can be easily distinguished. The Trustee may later merge any of those trusts, if the Trustee then determines that the merger will not result in any material adverse income tax or transfer tax consequences. Notwithstanding the foregoing, however, in distributing or retaining as a separate trust or trusts any of the sets of shares, an amount to be distributed or retained shall be satisfied from any one (1) or more of all of the shares of all of those sets in the manner that the Trustee determines will result in favorable income tax and transfer tax consequences and that will not cause a tax detriment or the portions distributed to or retained for the various beneficiaries from all of those shares to be in different amounts than the portions that would have otherwise been made to or for them.

G. The Trustee may take any action (including but not being limited to any action that may contrary or in addition to the preceding provisions of this Item XIV.), if--

1. the Trustee determines that the taking of the action will result in favorable income tax and transfer tax consequences;
2. the right to take the action will not cause a tax detriment; and
3. the action will not cause a material change in the dispositive scheme or schemes under this Will."

ITEM XV.

A. Unless otherwise provided herein, the terms "trust" and "trusts" may be used interchangeably and shall mean all trusts created by this Will, except no power is granted to the Trustee of any trust intended to qualify for the estate tax marital deduction which the Trustee of such a trust is not permitted to have.

B. 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 the Executor, in which case the Executor 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 Executor equals the trust income which the beneficiaries would have received had the trust been established and activated. The Executor may withhold distributions if it appears any such payment would leave the Executor unable to pay the debts, claims and administrative expenses of my estate.

C. The Trustee shall not be required to make physical division of the properties of any trust created herein, except where necessary, 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 and shall allocate to each trust the proper share of income and expenses.

D. In making distributions to 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, upon agreement of such person to expend such income or principal solely for the benefit 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 actions as the Trustee shall deem necessary to assure and enforce the application of such distributions for the exclusive benefit of the beneficiary. The Trustee shall have the power and authority to determine if a beneficiary is incapacitated and such determination shall be final and conclusive.

E. If at any time in following the directions of this Will the Trustee is required to distribute outright to a beneficiary who is a minor or who is under any other legal disability, all or any part of the principal of a trust created herein, the Trustee shall continue to hold and manage the share of the beneficiary in trust for the beneficiary until the beneficiary attains age twenty-one (21) or until such other legal disability is removed. Until such time, the Trustee may distribute the income and/or principal of the share belonging to that beneficiary as the Trustee deems necessary for the proper education, support, maintenance, health and medical care of the beneficiary; however, with respect to any trust qualifying for the estate tax marital deduction, all income shall be distributed to the beneficiary thereof at least annually.

F. At the end of each taxable year of the trust, the Trustee shall determine the taxable income of the trust. At any time prior to the expiration of sixty-five (65) days following the end of each taxable year of the trust, the Trustee may distribute to the income beneficiaries all or any portion of the taxable income so determined, if such action is desirable in light of the overall tax

situation of the trust and the beneficiaries and the standards for distributions set forth herein.

G. If any trust created in this Will is to receive or to become a shareholder of stock in an S Corporation and such trust would not qualify as a shareholder, the Trustee may divide such trust to create one or more other trusts to own such stock. In doing so, the Trustee shall establish the terms of such trust so as to qualify such trust as a shareholder of stock of an S Corporation. Thereafter, the Trustee shall administer such trust separately from the other trusts created hereunder and shall have only those powers permitted for a trust to qualify as a shareholder of stock in an S Corporation.

H. The interest of every beneficiary of any trust created herein shall vest within the period prescribed by the Rule against Perpetuities. Upon vesting, any trust property held by the Trustee shall be distributed to the beneficiary or beneficiaries of the trust property (or to his or her legal guardian or other personal representative) as though such beneficiary had reached the age at which final distribution was required.

I. The Executor or the Trustee shall renounce and disclaim any power which would cause any trust created hereunder or which would cause any beneficiary thereof to suffer any adverse tax consequence.

J. The Executor or the Trustee may merge and consolidate the assets of any trust created herein with any other trust if the Trustee herein named is serving as Trustee of such other trust and if the beneficiaries are the same and the terms of that other trust are substantially similar to the terms of this trust. The Trustee shall administer the two trusts as one if such consolidation would result in more effective and efficient management of the two trusts.

K. The Trustee may terminate any trust if (1) the Trustee shall determine the assets of the trust are of such small value that the continued existence and operation of the trust is not in

the best interest of the beneficiaries; and (2) either (a) the income and the remainder beneficiaries are the same and have the same interest in the trust, or (b) if the beneficiaries or interests are different, only if the beneficiaries agree to a manner of termination and distribution of trust assets. No beneficiary shall have any right to require the Trustee to exercise this power.

L. Notwithstanding the distribution of all of the assets of a trust created herein, the Trustee may keep in existence any trust if the Trustee shall deem such action necessary or desirable for the trust to receive additional property at a later date.

ITEM XVI.

A. Any trust created by this Will is a private trust. No Trustee shall be required to enter into any bond as Trustee, to obtain the approval of any Court for the exercise of the powers and discretions granted herein, or to file with any Court any periodic or formal accounting of the administration of any trust. The Trustee shall render annual accounts to each of the beneficiaries of any trust. No persons paying money or delivering property to the Trustee shall be required to see to its application. The receipt of the Trustee shall be a complete acquittance and discharge therefor.

B. Either Trustee may resign at any time by giving the other Trustee and each beneficiary of the trust written notice specifying the desired effective date of such resignation, which date shall be at least thirty (30) days after the date of the notice. The notice may be sent by personal delivery or by registered mail. The individual Trustee may require the resignation of the corporate Trustee by giving written notice thereof to the corporate Trustee.

C. If the corporate Trustee resigns or becomes unable to serve, regardless of the cause, a successor Trustee shall be appointed by the individual Trustee. If the individual Trustee fails to appoint a successor Trustee within thirty (30) days, such appointment shall be made by unanimous vote of my other children.

If my other children fail to agree or to make the appointment prior to the effective date of the Trustee's resignation, a successor Trustee shall be appointed by the Chancery Court of the County in which this Will was probated, upon petition brought by or on behalf of the beneficiaries of the trust. The successor corporate Trustee shall be another bank possessing trust powers and an active, fully staffed Trust Department. If the individual Trustee dies, resigns or becomes unable to serve as individual Trustee, ADELE BROWN TYLER and AMANDA BROWN OLMSTEAD shall serve as successor individual Co-Trustees.

D. The resignation of any Trustee shall become effective upon the qualification of the successor Trustee and submission of a full accounting by the resigning Trustee; however, the successor Trustee and the beneficiaries may agree to waive a final accounting by the Trustee being replaced. The successor Trustee shall execute an appropriate instrument evidencing the appointment as successor Trustee. Any successor Trustee shall be vested with all the rights, powers, duties and discretions herein conferred upon the original Trustee being replaced, but shall not be responsible for any acts or omissions of any prior Trustee.

E. Any successor Trustee shall be vested with all the rights, powers, duties and discretions conferred upon the original Trustee.

F. Any bank or financial institution serving as Trustee shall receive reasonable compensation based on the services it is required to perform. Such compensation shall be approved by the individual Trustee, if one is serving, and if not, by the adult beneficiaries of the trust. Any individual serving as Trustee shall receive reasonable compensation, based upon the then current hourly rates being charged in Jackson, Mississippi, for services comparable to those being rendered by the individual Trustee. Compensation and expenses shall be paid regularly and shall be shown on the Trustee's annual account.

G. Any notice required to be given to or any approval required to be received from a beneficiary who is a minor or who is under a legal disability shall be effective if such notice is given to or such approval is received from the legal guardian, if any, of the beneficiary, or if no legal guardian has been appointed, from the person who has custody of the beneficiary.

H. TRUSTMARK NATIONAL BANK, as one of the Trustees, shall have custody of all of the assets of the trust. The corporate Trustee shall consult the individual Trustee on all matters of importance, both personal and business, related to the trust and to the beneficiaries thereof and shall consult the individual Trustee on all matters regarding the exercise of discretion as to the payment or distribution of income or principal of the trust.

I. The corporate Trustee shall have the authority and responsibility for proposing the investment and reinvestment of the funds of the trust and shall consult with the individual Trustee concerning such matters. Before making any investment, reinvestment, sale, exchange, transfer or other disposition of any assets or funds of the trust, the corporate Trustee shall obtain the approval of the individual Trustee. The decision of the individual Trustee on those matters shall be final. The corporate Trustee shall not be responsible nor liable for any loss suffered by the trust because the individual Trustee shall approve or disapprove any proposed sale, purchase or investment of trust assets. However, if at any time the corporate Trustee shall deem it absolutely necessary to take immediate action with reference to the purchase or sale of assets of the trust and shall deem it inadvisable to postpone such action until such time as the individual Trustee can be consulted, the corporate Trustee may take such action without consulting the individual Trustee. In that event, the corporate Trustee shall immediately notify the individual Trustee, in writing, of the action taken and the reasons that the action was taken without prior consultation with the individual Trustee.

BOOK 130 PAGE 509

J. The corporate Trustee shall keep all records and books of account; shall prepare all inventories and accountings, collections, payments and distributions; and, for convenience, the individual Trustee shall not be obligated to sign or countersign checks or vouchers used in making payments or distributions or receipts in making collections. It is recognized that the books of original entry and other detail records of each project or venture may be kept by that project or venture manager.

K. The individual Trustee shall be responsible for keeping the corporate Trustee apprised of the needs of each of the beneficiaries and shall, from time to time, recommend to the corporate Trustee the amounts of intervals of distributions of trust funds to be made to the beneficiaries. The decisions of the individual Trustee shall be final and conclusive as to the distributions to be made to the beneficiaries.

L. In all actions and decisions other than those enumerated above, the Trustees shall act in concert. Neither of the Trustees herein named shall be held liable or responsible for the acts, neglects, defaults, or other breach of trust committed by the other. Each Trustee shall be responsible solely for its or his actions.

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

ITEM XVII.

Except as limited or restricted by other provisions of this Will, I hereby grant to the Executor and the Trustee named herein the continuing, absolute, discretion and power to deal with any property, real or personal, held in trust or in the administration of my estate. Such power may be exercised independently without prior or subsequent approval of any judicial authority. No person dealing with the Executor or Trustee shall be required to inquire into the propriety of actions either may take. However, no power

D.A.B.

is granted to the Trustee of any trust intended to qualify for the estate tax marital deduction which would cause such trust not to so qualify. Without limiting the generality of the foregoing, I hereby grant to the Executor and the Trustee hereunder the following specific powers, duties and authority in addition to and not in substitution of powers conferred by law.

A. The Executor and the Trustee shall have all of the specific powers, duties and liabilities set forth in Section 91-9-101, et seq. of the Mississippi Code of 1972, as now enacted or hereafter amended, except as herein modified.

B. The Executor or the Trustee may retain, buy, sell, exchange, invest and reinvest in any property (real or personal) the Executor or the Trustee shall deem advisable, including stock (whether listed or unlisted) and unsecured obligations, bonds, undivided interests, interests in investment trusts, legal and discretionary common trust funds, mutual funds, leases, and property which is outside of my domicile, all without diversification as to kind or amount and without being restricted in any way by any statute or court decision (now or hereafter existing) regulating or limiting investments by fiduciaries.

C. The Executor and the Trustee shall treat all dividends payable in stock of the issuing corporation, all dividends in liquidation, and all "rights" to subscribe to securities of the issuing corporation as principal, unless inconsistent with other provisions of this instrument. Any premiums and discounts on securities purchased at more or less than par shall be charged or credited as principal. All other dividends and rights received (except those declared and payable as of a "record date" preceding my death, which shall be considered and treated as principal) shall be treated as income.

D. The Executor or the Trustee may borrow money upon such terms and conditions as either may determine; may execute notes, security instruments or other documents necessary to secure such loans; and except for property which is specifically devised or

bequeathed, may mortgage and pledge estate or trust assets as security for the repayment thereof. Any loan which the Executor or the Trustee has not repaid at the time of the termination of my estate or the trust shall be treated as a liability thereof. The assets of my estate or the trust shall be distributed to the beneficiaries subject to such liability. The Executor or the Trustee may loan money to any beneficiary of the estate or trust upon such terms as either may determine advisable. Any loan which has not been repaid at the time of the termination of the administration of my estate or the trust shall be treated as an asset thereof and shall be distributed to the beneficiaries as such.

E. The Executor or the Trustee may lease any real estate for such term or terms, upon such conditions and rentals, and in such manner as either shall deem advisable (with or without privilege of purchase), including but not limited to oil, gas and mineral leases. Any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the administration of my estate or the term of any trust created herein. With regard to mineral rights, the Executor or the Trustee shall have the authority to execute contracts, letter agreements, farm-out agreements, operating agreements, division orders, transfer orders, and any and all other related documents as needed.

F. The Executor or the Trustee may make any distribution (including the satisfaction of any pecuniary bequests) in cash or in specific property, real or personal, and may do so without regard to the income tax basis of specific property allocated to any beneficiary. In making distributions, I request (but do not direct) that the Executor or the Trustee do so in a manner which will result in the property to be sold to satisfy obligations of my estate having an aggregate income tax basis as close as possible to its aggregate fair market value and, to the extent consistent with this primary objective, do so in a manner which will result in maximizing the increase in basis for federal and state estate and succession taxes attributable to appreciation. The Executor or the

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Trustee also may make in kind and non-pro rata distributions under this will and trust if practicable. Any asset distributed in kind shall be valued at its date of distribution value. Such decision of the Executor or Trustee shall be conclusive if made in good faith. Notwithstanding the discretion and authority granted to the Executor in this paragraph, the Executor shall not exercise this discretion in any way or 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.

G. Except as otherwise provided herein, the Executor or the Trustee may accumulate or distribute income under the terms hereof free from attack or question by any person. The Executor and the Trustee shall make such decisions on the basis of the facts as they exist at the time any such decision is to be made.

H. The Executor or the Trustee may elect or not elect to treat all or any portion of any estimated tax paid by any trust created herein as a payment by one or more beneficiaries of the trust. The election may be made either pro rata among the beneficiaries of each trust or otherwise in the discretion of the Executor or the Trustee, whose decision shall be binding and conclusive upon all concerned.

I. The Executor or the Trustee may invest in any insurance policy, whether the insured or covered person is a beneficiary or any other person. Such investment may be in part ownership of any insurance policy and may be made in any manner that the Executor or the Trustee deems appropriate. The Executor or the Trustee shall incur no liability as a result of such investment, even though such insurance policy is not an investment in which trustees are authorized by law or by any rule of court to invest trust funds. The Trustee may retain any such insurance policy as an investment of the trust without regard to the portion such insurance policies of a similar character so held may bear to the entire amount of the trust. The term "insurance policy" shall be deemed to include life insurance policies, annuity contracts, accident policies, and any

retirement plan or contract under which death benefits can be or are made payable to the Executor or Trustee.

J. The Trustee may receive property by gift or by will or otherwise from any person as additions to any trust created herein and may hold and administer such property under the provisions hereof.

K. The Executor or the Trustee may make any election permitted under the applicable federal income and estate and gift tax laws (including but not limited to converting any corporation to an S-Corporation) and may make such accompanying adjustment between income and principal as is proper. This power also includes, but is not limited to, the power to make the election to recognize gain or loss on the distribution of property in kind, as now permitted under Section 643(d)(3) of the Internal Revenue Code of 1986, as amended.

L. The Executor or Trustee shall have no powers whether set forth herein or now or hereafter conferred upon executors or trustees or fiduciaries generally which would enable the Executor or Trustee, or any other person, to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of the estate or any trust created herein for less than an adequate consideration in money or money's worth or to enable anyone to borrow all or any part of the principal or income of the estate or any trust, directly or indirectly, without adequate interest or security. No person other than the Executor or Trustee shall have or exercise the power to vote or direct the voting of any stock or other securities held in the estate or any trust, either by directing investments or reinvestments or by vetoing proposed investments or reinvestments.

M. The Executor or the Trustee shall take all actions necessary to comply with any agreements made by me during my lifetime, including the consummation of any agreements relating to the stock of corporations in which I am a stockholder at the time of my death, and including the continuation of any partnership of which

I may be a partner at the time of my death whenever the terms of any such agreement obligate my estate or personal representative to sell or continue my interest therein.

ITEM XVIII.

A. If my husband, Army, is or becomes unable or unwilling to serve as Executor, I appoint my son, James A. Brown, Jr. shall serve as my sole Executor. If my son is or becomes unable or unwilling to serve, I appoint my daughters, Adele Brown Tyler and Amanda Brown Olmstead to serve as successor Co-Executors. All rights, powers, duties and discretions granted to or imposed upon the Executor shall be exercisable by and imposed upon any successor Executor or Administrator. 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.

B. I direct that neither the Executor nor any successor Executor shall be required to make any bond as Executor. To the extent permissible by law, I waive the requirement that the Executor or any successor Executor be required to make a formal appraisal, provide an inventory or file an accounting for my estate with any Court.

C. The Executor shall not be required to reduce any or all of my personal or real property to cash during the administration of my estate, but may sell or lease any of my property in such manner and on such terms as the Executor may deem advisable.

D. The Executor shall have the power to exercise all powers conferred by law upon executors and all powers granted herein without prior authority from any Court; however, the Executor may seek Court authority if doing so is in the best interest of the Executor, my estate or my beneficiaries.

E. The Executor 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

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taxes and obligations. In any event, the date or dates of distribution shall be determined in the discretion of the Executor.

F. The Executor may disclaim in whole or in part, on my behalf, any interest bequeathed or devised to me or otherwise inherited by my estate and may exercise and make any and all tax elections of all kinds and execute and file any and all necessary tax returns and forms.

G. The Executor may petition the proper Court and may take all necessary action to effect an ancillary administration covering any property I may own in another jurisdiction. No bond or other security shall be required of the Executor, nor shall the Executor 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, the Executor shall have the power and right to select and designate a proper party resident of the foreign jurisdiction involved to serve with the Executor of my estate as Co-Administrators.

H. The Executor may elect to claim expenses and losses as deductions on the particular tax return or returns (either income or estate) as the Executor shall deem advisable, irrespective of whether such expenses and losses may be payable from or attributable to income or principal. The Executor is directed not to make adjustments between income or principal or between the property interests passing to the beneficiaries under my Will which may be substantially affected as a result of such election. I exonerate the Executor from all liability for any such election and direct that no beneficiary shall have any claim against the Executor or my estate by reason of the exercise of the Executor's judgment in this respect.

IN WITNESS WHEREOF, I have signed and declared this instrument to be my Last Will and Testament on this the 17th day of May, 1996.

Iris W. Brown
IRIS W. BROWN

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

WITNESSES:

Paul Calhoun of 1493 North Lake DR
Jackson, MS 39211

Jan Hays of 249 RIVERBEND DRIVE
JACKSON MS 39212

31HAME WILLABROWN JAIRIS.WIL

I.A.B

PROOF OF WILL

We, PAUL CALHOUN and John Honigfort, on oath state:

We are the subscribing witnesses to the attached type-written instrument dated May 9, 1996, which purports to be the Last Will and Testament of Iris W. Brown. On the execution date of the instrument, Iris W. Brown, in our presence, signed the instrument at the end thereof, acknowledged her signature thereto, declared the instrument to be her Will, and requested that we attest her execution thereof. In the presence of Iris W. Brown each of us signed our respective names as attesting witnesses. At the time of execution of the instrument, Iris W. Brown appeared to be eighteen (18) years of age or older, of sound mind, and acting without undue influence, fraud, or restraint.

DATED this 9 day of May, 1996.

Paul Calhoun
(WITNESS)

John Honigfort
(WITNESS)

* * * * *

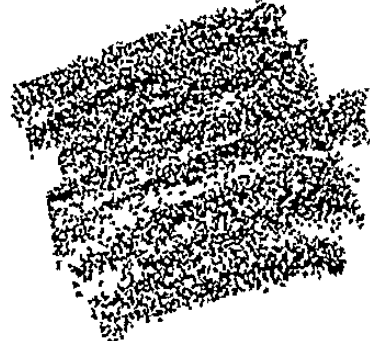
STATE OF MISSISSIPPI

COUNTY OF Hinds

Subscribed and sworn to before me, the undersigned Notary Public, on this the 10th day of May, 1996.

Celina W. Davie
Notary Public

My Commission Expires:
December 7, 1999



BOOK 130 PAGE 518

FIRST CODICIL TO
THE LAST WILL AND TESTAMENT
OF
IRIS W. BROWN

I, Iris W. Brown, an adult resident citizen of Jackson, Hinds County, Mississippi, being of sound and disposing mind and memory, over the age of eighteen (18) years, not acting under duress or undue influence hereby make, publish and declare this to be the First Codicil to my Last Will and Testament dated May 9, 1996

ITEM I

I hereby delete from Item IX from my Last Will and Testament dated May 9, 1996, and I cancel the bequest set forth therein.

ITEM II

I hereby amend Item VII of my Last Will and Testament dated May 9, 1996, by adding the following sentence: "If Eula Mae Jordan predeceases me, this provision shall lapse and shall be totally null and void "

ITEM III

I hereby amend my Last Will and Testament dated May 9, 1996, by the addition of the following provision: "I give and bequeath to Joneath Anderson, if he survives me, the sum of \$2,500.00. If he predeceases me, this provision shall lapse and shall be totally null and void"

ITEM IV

I hereby amend my Last Will and Testament dated May 9, 1996, by the addition of the following provision: "I give and bequeath to Ella Barber, if she survives me, the sum of \$2,500.00. If she predeceases me, this provision shall lapse and shall be totally null and void"

ITEM V

I hereby amend my Last Will and Testament dated May 9, 1996, by the addition of the following provision: "I give and bequeath to Edna Liddell, if she survives me, the sum of \$1,000.00. If she predeceases me, this provision shall lapse and shall be totally null and void"

ITEM VI

Except as revised herein, my Last Will and Testament dated May 9, 1996, shall remain in full force and effect.

IN WITNESS WHEREOF, I have signed and declared this instrument to be the First Codicil to my Last Will and Testament dated May 9, 1996, on this the 20 day of ~~March~~, April 2000

Iris W. Brown
IRIS W. BROWN

THIS INSTRUMENT was on the day and year shown above signed, published and declared by Iris W. Brown to be the First Codicil to her Last Will and Testament dated May 9, 1996 in our presence and we have subscribed our names as witnesses in her presence and in the presence of each other

WITNESSES:

Rand Calhoun

of

1493 North Lake Dr
Tackson, MS

Fred Morris

of

102 West Waterwood Dr
Brandon, MS 39047

BOOK 130 PAGE 520

PROOF OF CODICIL

We, PAUL CALHOUN and FRED MORRIS, on oath state

We are the subscribing witnesses to the attached type-written instrument dated April 20, 2000, which purports to be the First Codicil of the Last Will and Testament of Iris W. Brown. On the execution date of the instrument, Iris W Brown, in our presence, signed the instrument at the end thereof, acknowledged her signature thereto, declared the instrument to be her First Codicil, and requested that we attest her execution thereof. In the presence of Iris W. Brown each of us signed our respective names as attesting witnesses At the time of execution of the instrument, Iris W. Brown appeared to be eighteen (18) years of age or older, of sound mind, and acting without undue influence, fraud, or restraint

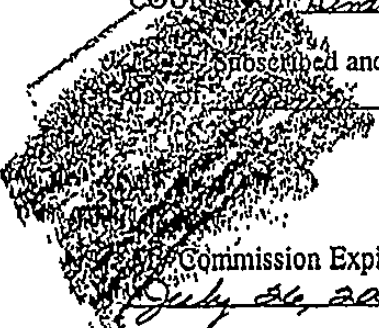
DATED this 20 day of April, 2000

Paul Calhoun
(WITNESS)

Fred Morris
(WITNESS)

* * * * *

STATE OF MISSISSIPPI
COUNTY OF Hinds



Subscribed and sworn to before me, the undersigned Notary Public, on this the 20th day of April, 2000.

Shirley Jean Bustin
Notary Public

cklame-willbrown/iris first cod

STATE OF MISSISSIPPI
HINDS COUNTY
FIRST DISTRICT
I, EDDIE JEAN CARR, Clerk of the Chancery Court in and for the County and State aforesaid, do hereby certify that the foregoing Will is a true and correct copy as appears on record in my office in Will Book 130 Page 480. Given under my hand and official seal of office this the 10th day of February, 2000.
EDDIE JEAN CARR, CHANCEY CLERK
BY W. Sanders D.C.

FILED
OCT 20 2004

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI BY U. Molton CHANCERY CLERK D.C.

ESTATE OF IRIS W. BROWN
DECEASED

CIVIL ACTION, FILE NO. P-2002-192

**DECREE WAIVING
FINAL ACCOUNTING, APPROVING THE PAYMENT OF
FEES AND EXPENSES, APPROVING THE FINAL DISTRIBUTION OF
ASSETS, AND DISCHARGING EXECUTOR**

This cause came to be heard on the Petition of Petitioner, James A. Brown, Jr., duly appointed Executor of the Estate of Iris W. Brown, and individually, respectfully petitioning this Court for waiver of the Executor's Final Accounting, for approval of the payment of fees and expenses, for approval of the final distribution of assets of this Estate, and for final discharge of the Executor after such actions have been taken. The Court, having considered the Petition, finds the following facts, to-wit:

I.

Iris W. Brown, Deceased, died testate on March 17, 2002. The Decedent's Last Will and Testament was admitted to probate by the Decree of this Court on April 4, 2002. Petitioner is the duly qualified and acting Executor of the Estate of Iris W. Brown, Deceased, having been so appointed by such Decree.

II.

The Decedent left surviving the heirs, devisees, and legatees whose names and addresses are listed below. None of the heirs, devisees or legatees are of unsound mind or the convict of a felony. All heirs, devisees or legatees are age twenty-one (21) or older. They are the only interested, necessary and proper parties to this Petition. The Decedent's husband James Armistead Brown predeceased her.

James Armistead Brown, Jr., her son
6317 North 36th Street
Arlington, VA 22213

Amanda Brown Olmstead, her daughter
274 West Paces Ferry Road NW
Atlanta, GA 30309

Adele Brown Tyler, her daughter
709 Millstone Lane
Nashville, TN 37205

III.

Amanda Brown Olmstead and Adele Brown Tyler filed Waivers of Process and James A. Brown, Jr. joined in the Petition, individually, each to waive service of process with respect to the Petition, to enter an appearance at a hearing on the Petition, and to consent to the relief sought by the Petition.

IV.

In accordance with law, Notice to Creditors was published in the Clarion-Ledger, a newspaper published in Hinds County, Mississippi, on June 6, June 13 and June 20, 2002. The time within which claims might be probated against the Estate has expired. The Executor has filed an Affidavit certifying that a diligent effort has been made to identify all persons having claims against the Estate and that notice has been given to all such persons.

V.

No claims of creditors have been probated. The only claims outstanding against this Estate are for Court costs, attorney's fees and administrative expenses. These will be paid promptly upon approval of the Court.

VI.

The Petitioner specifically waived any fee for serving as Executor.

VII.

Estate tax returns have been filed with the State Tax Commission for the State of Mississippi and the Internal Revenue Service for the United States of America and all taxes due thereon have been paid. Closing letters from the State Tax Commission and the Internal Revenue Service have been received and copies are attached to the Petition as Exhibit "A".

VIII.

The Executor has shown unto the Court that it is in the best interest of the Estate to waive the filing of a Final Accounting for the Estate as all of the beneficiaries are familiar with the assets, liabilities, income and expenses of the Estate and are in agreement with the actions of and disbursements made by the Petitioner.

IX

All actions taken and disbursements made by the Petitioner have been legal, proper and correct.

X.

A. Item V. of the Decedent's Last Will and Testament leaves her residence to her husband. Since her husband predeceased her, the residence passes to her children. The residence was previously deeded by the Executor to the Decedent's children.

B. Item VI. of the Decedent's Last Will and Testament left her tangible personal property to her husband. Since her husband predeceased her, this property passes to her children. The personal property has been distributed to her children.

C. Item VII. of the Decedent's Last Will and Testament and the First Codicil to the Decedent's Last Will and Testament left the following cash bequests:

Eula Mae Jordan	\$10,000
Joneath Anderson	\$2,500
Ella Barber	\$2,500

Edna Liddell \$1,000

Copies of checks showing payment of these bequests were attached to the Petition as Exhibit "B". These individuals have no further interest in the estate.

D. Item VIII of the Decedent's Last Will and Testament left the maximum tax exempt amount to the Iris Brown Trust to be created under Item XII. The Executor was directed to use the funds of this Trust to pay estate tax. All funds which passed to the trust were used to pay estate tax, such that the trust has no assets and has terminated.

E. Item IX. of the Decedent's Last Will & Testament was revoked by the First Codicil to her Last Will and Testament.

F. Item X. of the Decedent's Last Will and Testament is inapplicable because the Decedent's husband predeceased her.

G. Item XI. of the Decedent's Last Will and Testament leaves the residue of her estate to her husband, and if he predeceased her, to her children, in equal shares. Since the Decedent's husband predeceased her, the residue of her estate is left to her children in equal shares. All remaining assets should be distributed to the Decedent's children, in equal shares.

XI.

The Petitioner has previously distributed a portion of the assets of the Estate to the beneficiaries as approved by the Court

XII.

Wells, Moore, Simmons & Hubbard, PLLC has rendered legal services to the Petitioner in connection with the administration of this Estate. Attached as Exhibit "C" to the Petition is the statement of Wells, Moore, Simmons & Hubbard, PLLC for services rendered and expenses advanced on behalf of the Estate. The Petitioner believes the sum of Thirteen Thousand and Five Hundred Dollars (\$13,500.00) to be a fair and reasonable fee to be paid to the attorneys based upon the time spent, the legal services provided, and the expertise of the attorneys.

XIII.

The Petitioner has completed the administration of this Estate except for payment of fees and expenses and the distribution of the remaining assets of this Estate to the beneficiaries. Upon approval of the Court, the Petitioner should pay such fees and expenses and distribute the remaining assets of the Estate to the beneficiaries as provided in the Last Will and Testament of the Decedent.

XIV.

After the Petitioner has paid all fees and expenses and has distributed the remaining assets of the Estate to the beneficiaries, the Petitioner should file a Statement of Compliance with the Court. Upon filing the Statement of Compliance, the Petitioner should be discharged as Executor of the Estate without the entry of any other or future Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- A. That all necessary parties are before the Court;
- B. That the Final Accounting of the Petitioner is waived;
- C. That the Petitioner is authorized to pay any unpaid claims, all Court costs, and administration expenses;
- D. That the Court approves a fee of Thirteen Thousand Five Hundred Dollars (\$13,500.00) to be paid to Wells, Moore, Simmons, & Hubbard, PLLC, attorneys for the Petitioner;
- E. That after all Court costs and approved administration expenses and fees have been paid, the Petitioner is authorized to distribute the remaining assets of this Estate to the beneficiaries, as provided in the Last Will and Testament of the Decedent and herein;
- F. That after the remaining assets of the Estate have been distributed as provided herein, the Petitioner shall file a Statement of Compliance;
- G. That after filing the Statement of Compliance, James A. Brown, Jr., Executor of the Estate of Iris W. Brown, Deceased, shall stand finally discharged in the premises without the entry of any other or further Decree;

ORDERED, ADJUDGED AND DECREED, this the 20th day of Oct., 2004.

Stuart Robinson

CHANCELLOR

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STATE OF MISSISSIPPI
HINDS COUNTY FIRST DISTRICT
I, EDDIE JEAN CARR, Clerk of the Chancery Court in and for the County and State aforesaid, do hereby certify that the foregoing Decree is a true and correct copy as appears on record in my office in Minute Book 1678 Page 85.
Given under my hand and official seal of office this the 10th day of February, 2006.
EDDIE JEAN CARR, CHANCERY CLERK
BY R. Henderson D.C.

B 39 P 690

PRESENTED BY:

A. M. EDWARDS, III (MBN 5478)
Wells, Moore, Simmons & Hubbard, PLLC
4450 Old Canton Road, Suite 200
Post Office Box 1970
Jackson, Mississippi 39215-1970
(601) 354-5400

CKIAMB-ESTBROWN IRIS/CLOSE-EST DECREE

LAST WILL AND TESTAMENT
OF
JAMES ARMISTEAD BROWN

P99-658 0/3
FILED
OCT 29 1999
ALICE JAMES, Chancery Clerk
D.C.

I, James Armistead Brown, an adult resident citizen of Jackson, Hinds County, Mississippi, being of sound and disposing mind and memory, over the age of eighteen (18) years, and not acting under duress or undue influence, 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.

I appoint my wife, Iris W. Brown and my son James A. Brown, Jr. as Executors of my estate under this Will. I direct my Executors to pay all of my just debts and obligations which may be properly probated, registered and allowed against my estate; all taxes properly payable by my estate; and the cost of administration of my estate as soon as practical after my death. Except as otherwise provided herein, all such payments shall be paid out of my residuary estate.

ITEM II.

My wife is Iris W. Brown and is sometimes referred to herein as "my wife". I have three (3) children now living and they are:
James Armistead Brown, Jr.,
Amanda Brown Olmstead, and
Adele Brown Tyler.

ITEM III.

All of the federal and state estate, inheritance, and other death taxes assessed by reason of my death shall be paid first proportionately from the bequests under item VIII, to the "J.A. Brown Family Trust" at Item XI.; then from the "Iris W. Brown Trust No. 2," if the "Iris W. Brown Trust" at Item X. was divided under subparagraph 2 of paragraph A. of Item X.; and then from the "Iris W. Brown Trust No. 1," if the "Iris W. Brown Trust" was so divided,

FILED
THIS DATE
FEB 13 2005
ARTHUR JOHNSTON, CHANCERY CLERK
BY *Arthur Johnston* D.C.

or from the "Iris W. Brown Trust" if it was not so divided. I do not waive any right or recovery, including but not limited to any right of recovery under Section 2206, 2207, 2207A, or 2207B of the Internal Revenue Code of 1986, as now or hereafter amended. Any amount received by my estate pursuant to a right of recovery shall be applied to reimburse the sources, in their reverse order, from which all federal and state estate, inheritance, and other death taxes are paid. For this purpose, "right of recovery" means a right, under any federal or state statute or other law, of my estate to be reimbursed by a person for, or otherwise to recover from a person, any federal or state estate, inheritance, or other death tax assessed by reason of my death on property that is subject of such tax but not included in my probate estate and that is received, or to be received, by or otherwise passes, or is to pass, to that person.

ITEM IV.

I direct my Executor to satisfy in full all pledges to religious and charitable organizations I have made during my lifetime and which are outstanding at my death.

ITEM V.

I devise and bequeath to my wife, Iris, if she survives me, any right, title and interest I may own in our residence which is occupied by us as a family home, including any land adjacent thereto and used as a part of our homestead, all subject to any indebtedness that may be secured by such residence. If my wife does not survive me, I devise and bequeath my right, title and interest in our home to my children, in equal shares

ITEM VI.

A. I give and bequeath to my wife, Iris, if she survives me, all of my tangible personal property, including my automobiles, clothing, books, jewelry, sporting equipment and other similar personal effects.

B. If my wife does not survive me, I give and bequeath to my children, in equal shares, all my tangible personal property

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BOOK 123 ^{sub} 488

described in this Item. If any child does not survive me, such child's share of this property shall be distributed to his or her surviving children, or if none to my other children. The share of such property for any beneficiary who is a minor or who is under any disability shall be held by the guardian of such beneficiary until the beneficiary reaches the age of twenty-one (21) years or until the disability is removed or no longer exists.

ITEM VII.

A. I give and bequeath to Joneath Anderson, if he survives me, the sum of Five Thousand Dollars (\$5,000).

B. I give and bequeath to The Rotary Foundation the sum of Five Thousand Dollars (\$5,000).

ITEM VIII.

A. After the payment of any debts, obligations and expenses of my estate other than estate taxes, I devise and bequeath to the "James Armistead Brown Family Trust" created by Item XI. of this Will, to be held, administered and distributed according to the terms of that trust, the largest amount, if any, which can pass free of federal estate tax by reason of the unified transfer tax credit and the state death tax credit allowable to my estate, reduced by the value for federal estate tax purposes of all other property includable in my federal gross estate, including taxable transfers since 1976, which passes under other provisions or outside of this Will which does not qualify for the estate tax marital deduction under the law in effect at the date of my death, and reduced by charges to principal that are not allowed as deductions on computing the federal estate tax imposed upon my estate.

B. As used herein, the term "taxable transfers" shall mean transfers made by me that are subject to the transfer tax provided for in Section 2001 of the Internal Revenue Code of 1986, as amended. In computing the amount of this bequest, the term "value" shall mean the value as finally determined for federal estate tax purposes.

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C. The amount determined above shall be increased by an amount which will allow my estate to receive the maximum benefit from the Credit for State Death Taxes provided by Section 2011 of the Internal Revenue Code of 1986, as amended. However, this increase shall not cause the total of this bequest to exceed the maximum amount on which there would be no federal estate tax due on my estate. Further, this increase shall not be made if such increase would cause my estate to incur any state death taxes which would not be incurred if the increase is not made.

D. It is my intention to convey by this bequest the maximum portion of my estate which, under the transfer tax law in effect at the time of my death, may pass to beneficiaries other than my wife, but which because of the application of the credits available to my estate will result in no federal estate tax being owed by my estate.

E. I recognize that in certain circumstances there may be no sum disposed of under this Item and that the amount of the sum disposed under this Item, if any, may be affected by the action of my Executor in exercising certain tax elections.

ITEM IX.

If my wife does not survive me, I give and bequeath One Hundred Thousand Dollars (\$100,000) to the James Armistead Brown Family Foundation, Inc., a Mississippi nonprofit, charitable corporation whose charter was issued on August 6, 1987. This gift may be made in cash or real estate, at the discretion of my Executors. If real estate is chosen by the Executors, it may be distributed subject to debt to arrive at a net value of \$100,000.

ITEM X.

If my wife, Iris, survives me, I give, devise and bequeath to Trustmark and James A. Brown, Jr., as Trustees for my wife, all the rest and residue of my estate. For convenience the Trustees shall be referred to as "Trustee." The Trustee shall hold, administer and distribute the funds of this trust under the following provisions:

A. The following tax provisions shall apply to the "Iris W. Brown Trust":

1. My Executor may determine whether to elect under the applicable laws to qualify all or any portion of the "Iris W. Brown Trust" for the federal or state estate tax marital deduction. It is anticipated that my Executor will elect in a manner that will minimize the taxes payable by my estate, except when doing so is likely to result in a significantly larger combined federal and state estate tax liability for my estate and my wife's estate because of my wife's death within a short period of my death. The determination of my Executor with respect to the exercise of any such election shall be conclusive upon all affected persons, but my Executor is nonetheless directed to consult with the Trustee before my Executor makes any such determination. Any such election may be joined in or otherwise made by the Trustee if required by applicable laws.

2. If the entire "Iris W. Brown Trust" is not elected to qualify for the federal estate tax marital deduction, the Trustee shall divide the "Iris W. Brown Trust" into two (2) separate trusts, one (1) trust for the portion so qualified and one (1) trust for the portion not so qualified. For purposes of this Will, the division shall be effective as of and shall relate back to the time of my death. The trust for the qualified portion shall be known as the "Iris W. Brown Trust No. 1," and the trust for the nonqualified portion shall be known as the "Iris W. Brown Trust No. 2." These trusts shall collectively still be known as the "Iris W. Brown Trust." The Trustee shall divide the "Iris W. Brown Trust" into the two (2) trusts according to the fair market values of the properties of the "Iris W. Brown Trust" at the time of the division. In the division, the Trustee may give to each trust properties of varying or unvarying interests or proportions. Each of the two (2) trusts shall be administered for the use

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and benefit of my wife according to this Item X. However, all distributions of principal to be made from the "Iris W. Brown Trust" to my wife shall be made first from the "Iris W. Brown Trust No. 1" and then, once that trust is depleted, from the "Iris W. Brown Trust No. 2."

3. If the "Iris W. Brown Trust" was or is to be divided into the "Iris W. Brown Trusts No. 1 and No. 2" under subparagraph 2, an election to qualify all or any portion of the "Iris W. Brown Trust" for the state estate tax marital deduction shall be made first for the "Iris W. Brown Trust No. 1" and then, to the extent of any remaining portion to be qualified, for the "Iris W. Brown Trust No. 2." If the portion of the "Iris W. Brown Trust" elected to qualify for the state estate tax marital deduction is less or greater than the portion elected to qualify for the federal estate tax marital deduction, the Trustee may apply provisions similar to those at subparagraph 2. in regard to the state election. Any trusts into which a trust is divided under this subparagraph 3. shall be merged into one (1) trust at my wife's death.

B. Commencing with the date of my death, the Trustee shall pay to or apply for the benefit of my wife all the net income of this trust. These income payments shall be made in convenient installments, but shall be made at least quarterly.

C. In addition to the income distributions, the Trustee may pay to or for the benefit of my wife as much of the principal as the Trustee deems advisable for my wife's support, maintenance, and health, including any medical, hospital or other institutional care, having in mind both her accustomed standard of living and the funds available to her from other sources.

D. 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 the Executor of my estate within the time

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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. The Executor may file such disclaimer in the Court in which my estate is being probated. If my wife disclaims in whole or in part, the property in which she disclaims her interest shall be distributed according to the provisions of Paragraph E. below.

E. Upon the death of my wife, any undistributed or accrued income of this trust shall be paid to my wife's estate. The principal of this trust shall be distributed as follows:

1. The Trustee shall separate from this trust a sufficient amount to allocate and distribute Two Hundred Thousand Dollars (\$200,000) to the "Mary Brown Thompson Irrevocable Trust" dated July 28, 1995, if my sister Mary Brown Thompson is living at the date of my death, and to allocate One Hundred Thousand Dollars (\$100,000) to each then living child of my children and One Hundred Thousand Dollars (\$100,000) collectively to the then living children and other descendants of each then deceased child of my children. The amount so allocated shall then be distributed as follows:

a. The amount, if any, allocated to OLIVIA BLAKE OLMSTEAD shall be distributed to her, free of trust, if the "Olivia Blake Olmstead Trust" dated December 28, 1983, is not then in existence. If that trust is then in existence, all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

b. The amount, if any, allocated to VANESSA KATHLEEN OLMSTEAD shall be distributed to her, free of trust, if the "Vanessa Kathleen Olmstead Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence, all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and

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distributed according to the terms and provisions of its governing instrument.

c. The amount, if any, allocated to FREDERICK JAMIESON OLMSTEAD shall be distributed to him, free of trust, if the "Frederick Jamieson Olmstead Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence, all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

d. The amount, if any, allocated to WILLIAM ARMISTEAD TYLER shall be distributed to him, free of trust, if the "William Armistead Tyler Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

e. The amount, if any, allocated to ELISE ADELE TYLER shall be distributed to her, free of trust, if the "Elise Adele Tyler Trust of 1984" dated December 31, 1984, is not then in existence. If that trust is then in existence, all of the amount shall be distributed to that trust. The amount distributed to that trust shall be held and distributed according to the terms and provisions of its governing instrument.

f. Any amount allocated to a child of my children (referred to as a "grandchild") who is not named at a. through e. shall be held in a separate trust for that grandchild according to the following terms and provisions:

(1) The separate trust shall be known as the "Iris W. Brown Trust FBO [inserting here the name of the grandchild for whom the separate trust is being held]."

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(2) The sole trustee of the separate trust shall be TRUSTMARK NATIONAL BANK, Jackson, Mississippi (referred to as the "Trustee"). The Trustee shall have the same rights, powers and discretions given to, and shall be subject to the same obligations imposed on, the Trustees of the "Iris W. Brown Trust" and "J.A. Brown Family Trust" created by the provisions of Items X and XI of this Will.

(3) The Trustee may distribute all of any part of the income or principal of the separate trust to or for benefit of the grandchild for whom the trust is being held, in such proportions as the Trustee may determine for the health, education, support, maintenance, comfort, and welfare of that grandchild, taking into consideration that grandchild's needs and all other circumstances and factors that the Trustee considers pertinent. Any income not so distributed shall be accumulated and added to principal.

(4) Upon the attainment of the age of thirty-five (35) years by the grandchild, all of the remaining principal and accumulated and accrued income of the separate trust being held for that grandchild shall be distributed to him or her free of trust. If the grandchild is under a legal disability upon the attainment of that age, the separate trust shall continue to be retained for that grandchild and shall be distributed to him or her free of trust when the legal disability is removed. Notwithstanding the preceding provisions of this subparagraph (4), the Trustee may terminate the separate trust, in whole or in part, at any time or times after the grandchild for whom the separate trust is being held has attained the age of twenty-one years, if the Trustee, in the Trustee's sole discretion, determines that such earlier termination, in whole or in

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part, is in the best interest of that grandchild. In this early termination, the terminated portion of the principal and accumulated and accrued income of the separate trust being held for the grandchild shall be distributed to him or her free of trust.

(5) If the grandchild dies before the complete termination of the separate trust being held for him or her, the Trustee shall distribute the separate trust to the duly appointed legal representative of that grandchild's estate, to be distributed as part of the estate.

(6) If and when a separate trust is held for the grandchild under the terms and provisions of Subarticle 5.2 or 6.2. of the "J.A. Brown and Iris W. Brown Intervivos Trust" U/A 12/23/1988, the separate trust being held for that grandchild under this subparagraph f. shall be added to and merged with that other separate trust.

g. Any amount allocated to the children and other descendants of a deceased child of my children shall be distributed, per stirpes, free of trust, to those children and other descendants. If one of those children or other descendants (referred to as a "descendant") is then under the age of twenty-one years or under any legal disability, however, that descendant's amount shall be vested in him or her but shall be retained in a separate trust for him or her according to the following terms and provisions:

(1) The separate trust shall be known as the "Iris W. Brown Trust FBO [inserting here the name of the grandchild for whom the separate trust is being held]."

(2) The sole trustee of the separate trust shall be TRUSTMARK NATIONAL BANK, Jackson, Mississippi (referred to as the "Trustee"). The Trustee shall have the same rights, powers and discretions given to, and shall be

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BOOK 123 ^{PLAT} 496

subject to the same obligations imposed on, the Trustees of the "Iris W. Brown Trust" and "J.A. Brown Family Trust" created by the provisions of Items X and XI of this Will.

(3) The Trustee may distribute all of any part of the income or principal of the separate trust to or for benefit of the descendant for whom the trust is being held, in such proportions as the Trustee may determine for the health, education, support, maintenance, comfort, and welfare of that descendant, taking into consideration his or her needs and all other circumstances and factors that the Trustee considers pertinent. Any income not so distributed shall be accumulated and added to principal.

(4) When the descendant is of the age of twenty-one years or older and is under no legal disability, all of the remaining principal and accumulated and accrued income of the separate trust being held for him or her shall be distributed to him or her free of trust. Notwithstanding the preceding sentence, the Trustee may terminate the separate trust, in whole or in part, at any time or times after the descendant for whom the separate trust is being held has attained the age of twenty-one years, if the Trustee, in the Trustee's sole discretion, determines that such earlier termination, in whole or in part, is in the best interest of that descendant. In this early termination, the terminated portion of the principal and accumulated and accrued income of the separate trust being held for the descendant shall be distributed to him or her free of trust.

(5) If the descendant dies before the complete termination of the separate trust being held for him or her, the Trustee shall distribute the separate trust to the duly appointed legal representative of that

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descendant's estate, to be distributed as part of the estate.

(6) If and when a separate trust is held for the descendant under the terms and provisions of Subarticle 6.2. of the "J.A. Brown and Iris W. Brown Intervivos Trust" U/A 12/23/1988, the separate trust being held for that, descendant under this g. shall be added to and merged with that other separate trust.

2. The remainder of the principal of the trust shall be divided into as many separate and equal shares as shall be necessary to allocate one such share to each of my children then living and one such share collectively to the then living children and other descendants of each of my children then deceased. Any separate share allocated to a child of mine shall be distributed, free of trust, to the child to whom the share was allocated. Any separate share allocated to the children and other descendants of a deceased child of mine shall be added to their amount, if any, as determined under subparagraph 1. and shall be distributed according to the terms and provisions of that subparagraph.

F. Notwithstanding the distribution set forth above, if my wife directs otherwise by her Will, the Trustee shall pay from the principal of this trust, directly or to the personal representative of my wife's estate as the Trustee deems advisable, the amount by which the estate and inheritance taxes assessed against my wife's estate shall be increased because of the inclusion of any part or all of this trust in her estate for estate tax purposes because of the election to treat this trust as qualified terminable interest property.

G. 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 this trust any property, or the proceeds of any property, which would not qualify for the marital deduction allowable in determining the federal estate tax

BOOK 123 INCL 498

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. If any such property would be transferred to this trust but for this Paragraph, the Trustee shall place such property in a separate trust apart from the property which qualifies for the marital deduction and shall administer such nonqualifying property under the same terms and conditions of this trust; (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 Executor 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. The following provisions shall apply for the payment of estate taxes at my wife's death from the "Iris W. Brown Trust":

1. All payments by the Trustee pursuant to the exercise by legal representative of my wife's estate of a right of recovery against the "Iris W. Brown Trust" shall be made from the "Iris W. Brown Trust" (or first from the "Iris W. Brown Trust No. 1" and then from the "Iris W. Brown Trust No. 2," if the "Iris W. Brown Trust" was divided under subparagraph 2 of paragraph A). All such payments shall be considered as made or to be made under this paragraph H. For this purpose, "right of recovery" means a right, under any federal or state statute or other law, of my wife's estate to be reimbursed by the "Iris W. Brown Trust" for, or otherwise to recover from the "Iris W. Brown Trust," any federal or state estate, inheritance, or other death tax assessed by reason of my wife's death on property that is subject to such tax but not

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included in my wife's probate estate and that is received, or to be received, by or otherwise passes, or is to pass, to the "Iris W. Brown Trust."

2. The Trustee may make any payment under subparagraph 1. directly to the taxing authority or to the legal representative of my wife's estate.

3. The Trustee's selection of any properties to be sold to pay any amount under subparagraph 1., and the tax effects of any such sale, shall not be subject to question by any beneficiary.

I. If my wife shall not survive me, then I devise and bequeath the residue of my estate as provided in subparagraphs 1. and 2. of paragraph E. above.

J. By the provisions 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. My Executor shall make a qualified terminable interest property election as to all or part of the assets of this trust or not make any election as my Executor shall determine advisable to obtain the maximum estate tax benefits for both my estate and the estate of my wife. In any event, my Executor shall not incur any liability to any party for the exercise or nonexercise of this election.

K. This trust shall be designated and known as the "Iris W. Brown Trust".

L. 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.

ITEM XI.

From the assets conveyed to the "James Armistead Brown Family Trust" herein, my Executor shall first pay any and all estate and

inheritance taxes payable by my estate, regardless of whether such taxes are attributable to property included in my probate estate or to property passing outside of my probate estate either by operation of law, by contract or otherwise. The remainder of those assets shall be held by Trustmark National Bank and James A. Brown, Jr., as Trustees, under the terms hereafter set forth, for the benefit of my wife, my children and my other descendants. For convenience, the Trustees shall be referred to as "Trustee." The Trustee shall hold, administer and distribute the funds of this trust under the following provisions:

A. The Trustee may distribute to or for the benefit of my wife, as much of the net income as the Trustee shall deem advisable for her support, maintenance and health; or for the maintenance of her accustomed standard of living; or for any medical, hospital or other institutional care of any of the beneficiaries. These distributions shall be made in such proportions, amounts, and intervals as the Trustee shall determine. Any income not distributed shall be added to principal and shall be distributed according to the provisions of this Item.

B. In addition to the income distributions, the Trustee may distribute to or for the benefit of my wife, as much principal as the Trustee shall deem advisable for her support, maintenance and health; or for the maintenance of her accustomed standard of living; or for any medical, hospital or other institutional care of any of the beneficiaries. These distributions shall be made in such proportions, amounts and intervals as the Trustee shall determine. In considering principal distributions, the Trustee shall consider the needs of my wife and the funds available to her from other sources.

C. Upon the death of my wife, the Trustee shall divide the assets of this trust into equal and separate shares, one share for each of my then living children, and one share for each child of mine who is then deceased but who is survived by children. The Trustee shall distribute to each of my living children the shares

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created for such child. Each share created for the children of a deceased child of mine shall be added to the amount of such child's trust created under Paragraph E.1. of Item X. of this Will.

D. 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. No beneficiary shall have any 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 funds or the income produced from the funds.

E. If all of the persons and classes designated as beneficiaries of this trust die prior to the distribution of all trust assets, upon the death of the survivor of them, the assets shall be distributed outright and free of any trust to my heirs at law, determined at the date of such distribution in accordance with the intestacy laws then in effect in the State of Mississippi.

F. Upon distribution of all of the assets of this trust to the beneficiaries this trust shall terminate.

G. The trust created in this Item shall be designated and known as the "James Armistead Brown Family Trust".

ITEM XII.

If my wife survives me and any of my children or their descendants are then living at her death, at her death the income or principal or both of any trust created herein (other than the income of the "Iris W. Brown Trust") shall be distributed to or for the benefit of any one (1) or more of my children then living or their descendants then or later living (other than to or for the benefit of a creditor or creditors of my wife or of her estate) and in the amounts and proportions as my wife may appoint, in her sole discretion. To be effective, the appointment must be provided for in a Last Will and Testament of my wife that is duly probated within three (3) months of my wife's death (the "probate period") and that specifically refers to this Item XII. as the source of the special power of appointment. My wife's power shall not be a general power of appointment, within the meaning of Section 2041 of

the Internal Revenue Code of 1986, as now or hereafter amended, with respect to all or any part of a trust created herein. The provisions of this Will shall be construed and interpreted accordingly, and it is directed that no provision in this Will that would cause my wife's power to be such a general power of appointment shall apply to my wife's power. Any part of a trust subject to my wife's power but not effectively appointed by my wife according to this Item XII. shall be distributed at the end of the probate period according to the otherwise applicable provisions of this Will, without regard to this Item XII. For purposes of this Will, any trust or any successive legal interests in the same property or properties created pursuant to my wife's exercise of her power shall be considered as a trust created herein.

ITEM XIII.

A. For purposes of this Item XIII., the following terms shall have the ascribed meanings:

1. "Code" means the Internal Revenue Code of 1986, as now or hereafter amended, "Code Section" means a section, as now or hereafter amended, of the Code, and "Code Sections" means more than one (1) Code Section.
2. "Distribution" includes but is not limited to (a) a reimbursement or other recovery of income or principal from a trust created herein of any transfer tax that is authorized or directed, by any federal or state statute or other law, to be made to the person on whom that tax is imposed, (b) a withdrawal of income or principal from a trust created herein, and (c) a distribution of income or principal from a trust created herein pursuant to the exercise of a power of appointment, regardless whether the power is or is not a general power of appointment.
3. "General power of appointment" means as defined at Code Section 2041(b)(1) or 2514(c), including but not limited to a power requiring the consent of the Trustee to exercise.

4. "GST exemption" means as defined at Code Section 2631(a).

5. "Inclusion ratio" means as defined at Code Section 2642(a).

6. "Income tax" means the federal income tax and any similar tax at Subtitle A, as now or hereafter amended, of the Code and any similar state tax.

7. "Tax detriment" means (a) the failing of the "Iris W. Brown Trust" to qualify for the federal or state estate tax marital deduction or (b) the Trustee's having a general power of appointment or being the owner under Subpart E, Part I, Subchapter J, Chapter 1, Subtitle A, all as now or hereafter amended, of the Code with respect to all or any part of a trust created herein.

8. "Transfer tax" means the federal estate tax, gift tax, generation-skipping transfer tax, and any similar tax at Subtitle B, as now or hereafter amended, of the Code and any similar state tax, including but not being limited to a state inheritance tax.

9. "Transferor" means as defined at Code Section 2652(a), including but not being limited to myself.

10. "Trustee" means as defined in this Will, but, if the context requires, includes or otherwise means my Executor or the legal representative of another person's estate.

B. Before the allocation of any of my or another transferor's GST exemption to a trust created herein, the Trustee may divided the trust into two (2) separate trusts, one (1) trust for which the allocation will be made and one (1) trust for which it will not be made. The Trustee shall appropriately name the two (2) trusts so that each can be easily distinguished. Each of the two (2) trusts shall be administered as a separate trust according to the provisions of this Will governing the divided trust, subject to the application of Paragraph F. to the two (2) trusts as the "Multiple Trusts."

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c. The following special provisions shall apply to the "Iris W. Brown Trust":

1. If the Trustee intends to allocate any of my GST exemption to the "Iris W. Brown Trust" (or the "Iris W. Brown Trust No. 1 or No. 2," if the "Iris W. Brown Trust" was divided under subparagraph 2 of Paragraph A of Item X., the Trustee may divide that trust into two (2) separate trusts, one (1) trust for which the allocation will be made and one (1) trust for which it will not. The Trustee shall appropriately name the two (2) trusts so that each can be easily distinguished. Each of the two (2) trusts shall be administered as a separate trust for the use and benefit of my wife according to Item X. However, all distributions of principal to be made to my wife from the divided trust and all payments to be made under Item III. or Paragraph H. of Item X. from the divided trust shall be made first from the trust for which no allocation was made and then, once that trust is depleted, from the other trust.

2. At my wife's death, the two (2) trusts into which the "Iris W. Brown Trust" was divided under subparagraph 1 (or the "Iris W. Brown Trust No. 1" or the two (2) separate trusts into which it was divided under subparagraph 1 and the "Iris W. Brown Trust No. 2" or the two (2) trusts into which it was divided under subparagraph 1) shall each be administered as a separate trust according to the provisions of this Will governing the "Iris W. Brown Trust" (or the "Iris W. Brown Trust No. 1 or No. 2," as the case may be), subject to the application of paragraph F. to all of those trusts as the "Multiple Trusts."

3. Subparagraph 1 shall take precedence over subparagraph 2, to the extent both are otherwise applicable, and neither paragraph B. nor paragraph C. shall apply to the "Iris W. Brown Trust" (or the "Iris W. Brown Trust No. 1 or No. 2") in instances when this paragraph D. is applicable.

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D. Whenever a trust created herein is to be divided into two (2) separate trusts under paragraph B. or C., for purposes of the allocation of any of my or another transferor's GST exemption to one (1) of those two (2) trusts, the Trustee shall divide the trust in such a manner that will result in the intended inclusion ratio for that one (1) trust, after the allocation to it. For purposes of this Will, the division (1) shall be effective as of and shall relate back to the time of my death, when the allocation is of my GST exemption, and (2) shall be effective as of the time of the division or, if earlier, shall be effective as of and shall relate back to the time the allocation is effective under the Code, when the allocation is of another transferor's GST exemption. In the division, the Trustee may give to each trust properties of varying or unvarying interests or proportions, without regard, unless required otherwise under this paragraph D., to the income tax bases of the properties.

E. The following provisions shall apply for mergers or segregations of trusts created herein:

1. The Trustee may later merge any separate trusts into which a trust created herein may have been previously divided under paragraph B. or C., if the Trustee then determines that the merger will not result in any materially adverse income tax or transfer tax consequences.

2. The Trustee may merge any two (2) or more of the trusts created herein being for the same beneficiary or beneficiaries and administered according to the same applicable provisions of this Will, if the Trustee then determines that the merger will not result in any materially adverse income tax or transfer tax consequences. While any of those trusts are not merged, each of those trusts shall be administered as a separate trust according to the same applicable provisions of this Will, subject to the application of paragraph F. to all of those trusts as the "Multiple Trusts."

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3. Each addition made or considered made by me or any other transferor to a trust created herein (the "primary trust") shall be segregated as one (1) separate trust. The Trustee shall appropriately name any segregated trust and the primary trust so that each can be easily distinguished. The Trustee may later merge any segregated trusts with each other or with the primary trust, if the Trustee then determines that the merger will not result in any materially adverse income tax or transfer tax consequences. While any of those segregated trusts are not merged, each of those segregated trusts and the primary trust shall be administered as a separate trust according to the provisions of this Will governing the primary trust, subject to the application of paragraph F. to all of those segregate trusts and the primary trust as the "Multiple Trusts."

F. The following provisions shall apply whenever made applicable by this Item XIII.:

1. All distributions and all payments under Item III to be made from the Multiple Trusts shall be made from any one (1) or more of the Multiple Trusts in the manner that the Trustee determines will result in favorable income tax and transfer tax consequences and that will not cause a tax detriment or the distributions to the various beneficiaries from the Multiple Trusts to be made in different amounts than the distributions that would have otherwise been made to them.

2. If the Multiple Trusts are to be divided into separate shares under this Will, each of the Multiple Trusts shall be divided into one (1) set of shares, and the corresponding share from each set shall be administered according to the same applicable provisions of this Will. If a share of the Multiple Trusts is to be retained as a separate trust, each corresponding share from each set of shares shall be retained as a separate trust and administered according to the same applicable provisions of this Will, subject to the

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application of this Paragraph F. to all of those trusts as the "Multiple Trusts." The Trustee shall appropriately name those trusts so that each can be easily distinguished. The Trustee may later merge any of those trusts, if the Trustee then determines that the merger will not result in any material adverse income tax or transfer tax consequences. Notwithstanding the foregoing, however, in distributing or retaining as a separate trust or trusts any of the sets of shares, an amount to be distributed or retained shall be satisfied from any one (1) or more of all of the shares of all of those sets in the manner that the Trustee determines will result in favorable income tax and transfer tax consequences and that will not cause a tax detriment or the portions distributed to or retained for the various beneficiaries from all of those shares to be in different amounts than the portions that would have otherwise been made to or for them.

G. The Trustee may take any action (including but not being limited to any action that may contrary or in addition to the preceding provisions of this Item XIII.), if--

1. the Trustee determines that, the taking of the action will result in favorable income tax and transfer tax consequences;
2. the right to take the action will not cause a tax detriment; and
3. the action will not cause a material change in the dispositive scheme or schemes under this Will."

ITEM XIV.

A. Unless otherwise provided herein, the terms "trust" and "trusts" may be used interchangeably and shall mean all trusts created by this Will, except no power is granted to the Trustee of any trust intended to qualify for the estate tax marital deduction which the Trustee of such a trust is not permitted to have.

B. 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 the Executor, in which case the Executor 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 Executor equals the trust income which the beneficiaries would have received had the trust been established and activated. The Executor may withhold distributions if it appears any such payment would leave the Executor unable to pay the debts, claims and administrative expenses of my estate.

C. The Trustee shall not be required to make physical division of the properties of any trust created herein, except where necessary, 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 and shall allocate to each trust the proper share of income and expenses.

D. In making distributions to 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, upon agreement of such person to expend such income or principal solely for the benefit 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 actions as the Trustee shall deem necessary to assure and enforce the application of such distributions for the exclusive benefit of the beneficiary. The Trustee shall have the power and authority to determine if a beneficiary is incapacitated and such determination shall be final and conclusive.

E. If at any time in following the directions of this Will the Trustee is required to distribute outright to a beneficiary who is a minor or who is under any other legal disability, all or any part of the principal of a trust created herein, the Trustee shall continue to hold and manage the share of the beneficiary in trust for the beneficiary until the beneficiary attains age twenty-one (21) or until such other legal disability is removed. Until such time, the Trustee may distribute the income and/or principal of the share belonging to that beneficiary as the Trustee deems necessary for the proper education, support, maintenance, health and medical care of the beneficiary; however, with respect to any trust qualifying for the estate tax marital deduction, all income shall be distributed to the beneficiary thereof at least annually.

F. At the end of each taxable year of the trust, the Trustee shall determine the taxable income of the trust. At any time prior to the expiration of sixty-five (65) days following the end of each taxable year of the trust, the Trustee may distribute to the income beneficiaries all or any portion of the taxable income so determined, if such action is desirable in light of the overall tax situation of the trust and the beneficiaries and the standards for distributions set forth herein.

G. If any trust created in this Will is to receive or to become a shareholder of stock in an S Corporation and such trust would not qualify as a shareholder, the Trustee may divide such trust to create one or more other trusts to own such stock. In doing so, the Trustee shall establish the terms of such trust so as to qualify such trust as a shareholder of stock of an S Corporation. Thereafter, the Trustee shall administer such trust separately from the other trusts created hereunder and shall have only those powers permitted for a trust to qualify as a shareholder of stock in an S Corporation.

H. The interest of every beneficiary of any trust created herein shall vest within the period prescribed by the Rule against Perpetuities. Upon vesting, any trust property held by the Trustee

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shall be distributed to the beneficiary or beneficiaries of the trust property (or to his or her legal guardian or other personal representative) as though such beneficiary had reached the age at which final distribution was required.

I. The Executor or the Trustee shall renounce and disclaim any power which would cause any trust created hereunder or which would cause any beneficiary thereof to suffer any adverse tax consequence.

J. The Executor or the Trustee may merge and consolidate the assets of any trust created herein with any other trust if the Trustee herein named is serving as Trustee of such other trust and if the beneficiaries are the same and the terms of that other trust are substantially similar to the terms of this trust. The Trustee shall administer the two trusts as one if such consolidation would result in more effective and efficient management of the two trusts.

K. The Trustee may terminate any trust if (1) the Trustee shall determine the assets of the trust are of such small value that the continued existence and operation of the trust is not in the best interest of the beneficiaries; and (2) either (a) the income and the remainder beneficiaries are the same and have the same interest in the trust, or (b) if the beneficiaries or interests are different, only if the beneficiaries agree to a manner of termination and distribution of trust assets. No beneficiary shall have any right to require the Trustee to exercise this power.

L. Notwithstanding the distribution of all of the assets of a trust created herein, the Trustee may keep in existence any trust if the Trustee shall deem such action necessary or desirable for the trust to receive additional property at a later date.

ITEM XV.

A. Any trust created by this Will is a private trust. No Trustee shall be required to enter into any bond as Trustee, to obtain the approval of any Court for the exercise of the powers and

discretions granted herein, or to file with any Court any periodic or formal accounting of the administration of any trust. The Trustee shall render annual accounts to each of the beneficiaries of any trust. No persons paying money or delivering property to the Trustee shall be required to see to its application. The receipt of the Trustee shall be a complete acquittance and discharge therefor.

B. Either Trustee may resign at any time by giving the other Trustee and each beneficiary of the trust written notice specifying the desired effective date of such resignation, which date shall be at least thirty (30) days after the date of the notice. The notice may be sent by personal delivery or by registered mail. The individual Trustee may require the resignation of the corporate Trustee by giving written notice thereof to the corporate Trustee.

C. If the corporate Trustee resigns or becomes unable to serve, regardless of the cause, a successor Trustee shall be appointed by the individual Trustee. If the individual Trustee fails to appoint a successor Trustee within thirty (30) days, such appointment shall be made by unanimous vote of my other children. If my other children fail to agree or to make the appointment prior to the effective date of the Trustee's resignation, a successor Trustee shall be appointed by the Chancery Court of the County in which this Will was probated, upon petition brought by or on behalf of the beneficiaries of the trust. The successor corporate Trustee shall be another bank possessing trust powers and an active, fully staffed Trust Department. If the individual Trustee dies, resigns or becomes unable to serve as individual Trustee, ADELE BROWN TYLER and AMANDA BROWN OLMSTEAD shall serve as successor individual Co-Trustees.

D. The resignation of any Trustee shall become effective upon the qualification of the successor Trustee and submission of a full accounting by the resigning Trustee; however, the successor Trustee and the beneficiaries may agree to waive a final accounting by the Trustee being replaced. The successor Trustee shall execute

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an appropriate instrument evidencing the appointment as successor Trustee. Any successor Trustee shall be vested with all the rights, powers, duties and discretions herein conferred upon the original Trustee being replaced, but shall not be responsible for any acts or omissions of any prior Trustee.

E. Any successor Trustee shall be vested with all the rights, powers, duties and discretions conferred upon the original Trustee.

F. Any bank or financial institution serving as Trustee shall receive reasonable compensation based on the services it is required to perform. Such compensation shall be approved by the individual Trustee, if one is serving, and if not, by the adult beneficiaries of the trust. Any individual serving as Trustee shall receive reasonable compensation based upon the then current hourly rates being charged in Jackson, Mississippi, for services comparable to those being rendered by the individual Trustee. Compensation and expenses shall be paid regularly and shall be shown on the Trustee's annual account.

G. Any notice required to be given to or any approval required to be received from a beneficiary who is a minor or who is under a legal disability shall be effective if such notice is given to or such approval is received from the legal guardian, if any, of the beneficiary, or if no legal guardian has been appointed, from the person who has custody of the beneficiary.

H. TRUSTMARK NATIONAL BANK, as one of the Trustees, shall have custody of all of the assets of the trust. The corporate Trustee shall consult the individual Trustee on all matters of importance, both personal and business, related to the trust and to the beneficiaries thereof and shall consult the individual Trustee on all matters regarding the exercise of discretion as to the payment or distribution of income or principal of the trust.

I. The corporate Trustee shall have the authority and responsibility for proppring the investment and reinvestment of the funds of the trust and shall consult with the individual Trustee

concerning such matters. Before making any investment, reinvestment, sale, exchange, transfer or other disposition of any assets or funds of the trust, the corporate Trustee shall obtain the approval of the individual Trustee. The decision of the individual Trustee on those matters shall be final. The corporate Trustee shall not be responsible nor liable for any loss suffered by the trust because the individual Trustee shall approve or disapprove any proposed sale, purchase or investment of trust assets. However, if at any time the corporate Trustee shall deem it absolutely necessary to take immediate action with reference to the purchase or sale of assets of the trust and shall deem it inadvisable to postpone such action until such time as the individual Trustee can be consulted, the corporate Trustee may take such action without consulting the individual Trustee. In that event, the corporate Trustee shall immediately notify the individual Trustee, in writing, of the action taken and the reasons that the action was taken without prior consultation with the individual Trustee.

J. The corporate Trustee shall keep all records and books of account; shall prepare all inventories and accountings, collections, payments and distributions; and, for convenience, the individual Trustee shall not be obligated to sign or countersign checks or vouchers used in making payments or distributions or receipts in making collections. It is recognized that the books of original entry and other detail records of each project or venture may be kept by that project or venture manager.

K. The individual Trustee shall be responsible for keeping the corporate Trustee apprised of the needs of each of the beneficiaries and shall, from time to time, recommend to the corporate Trustee the amounts of intervals of distributions of trust funds to be made to the beneficiaries. The decisions of the individual Trustee shall be final and conclusive as to the distributions to be made to the beneficiaries.



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L. In all actions and decisions other than those enumerated above, the Trustees shall act in concert. Neither of the Trustees herein named shall be held liable or responsible for the acts, neglects, defaults, or other breach of trust committed by the other. Each Trustee shall be responsible solely for its or his actions.

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

ITEM XVI.

Except as limited or restricted by other provisions of this Will, I hereby grant to the Executor and the Trustee named herein the continuing, absolute, discretion and power to deal with any property, real or personal, held in trust or in the administration of my estate. Such power may be exercised independently without prior or subsequent approval of any judicial authority. No person dealing with the Executor or Trustee shall be required to inquire into the propriety of actions either may take. However, no power is granted to the Trustee of any trust intended to qualify for the estate tax marital deduction which would cause such trust not to so qualify. Without limiting the generality of the foregoing, I hereby grant to the Executor and the Trustee hereunder the following specific powers, duties and authority in addition to and not in substitution of powers conferred by law.

A. The Executor and the Trustee shall have all of the specific powers, duties and liabilities set forth in Section 91-9-101, et seq. of the Mississippi Code of 1972, as now enacted or hereafter amended, except as herein modified.

B. The Executor or the Trustee may retain, buy, sell, exchange, invest and reinvest in any property (real or personal) the Executor or the Trustee shall deem advisable, including stock (whether listed or unlisted) and unsecured obligations, bonds, undivided interests, interests in investment trusts, legal and dis-

cretionary common trust funds, mutual funds, leases, and property which is outside of my domicile, all without diversification as to kind or amount and without being restricted in any way by any statute or court decision (now or hereafter existing) regulating or limiting investments by fiduciaries.

C. The Executor and the Trustee shall treat all dividends payable in stock of the issuing corporation, all dividends in liquidation, and all "rights" to subscribe to securities of the issuing corporation as principal, unless inconsistent with other provisions of this instrument. Any premiums and discounts on securities purchased at more or less than par shall be charged or credited as principal. All other dividends and rights received (except those declared and payable as of a "record date" preceding my death, which shall be considered and treated as principal) shall be treated as income.

D. The Executor or the Trustee may borrow money upon such terms and conditions as either may determine; may execute notes, security instruments or other documents necessary to secure such loans; and except for property which is specifically devised or bequeathed, may mortgage and pledge estate or trust assets as security for the repayment thereof. Any loan which the Executor or the Trustee has not repaid at the time of the termination of my estate or the trust shall be treated as a liability thereof. The assets of my estate or the trust shall be distributed to the beneficiaries subject to such liability. The Executor or the Trustee may loan money to any beneficiary of the estate or trust upon such terms as either may determine advisable. Any loan which has not been repaid at the time of the termination of the administration of my estate or the trust shall be treated as an asset thereof and shall be distributed to the beneficiaries as such.

E. The Executor or the Trustee may lease any real estate for such term or terms, upon such conditions and rentals, and in such manner as either shall deem advisable (with or without privilege of purchase), including but not limited to oil, gas and mineral

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leases. Any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the administration of my estate or the term of any trust created herein. With regard to mineral rights, the Executor or the Trustee shall have the authority to execute contracts, letter agreements, farm-out agreements, operating agreements, division orders, transfer orders, and any and all other related documents as needed.

F. The Executor or the Trustee may make any distribution (including the satisfaction of any pecuniary bequests) in cash or in specific property, real or personal, and may do so without regard to the income tax basis of specific property allocated to any beneficiary. In making distributions, I request (but do not direct) that the Executor or the Trustee do so in a manner which will result in the property to be sold to satisfy obligations of my estate having an aggregate income tax basis as close as possible to its aggregate fair market value and, to the extent consistent with this primary objective, do so in a manner which will result in maximizing the increase in basis for federal and state estate and succession taxes attributable to appreciation. The Executor or the Trustee also may make in kind and non-pro rata distributions under this will and trust if practicable. Any asset distributed in kind shall be valued at its date of distribution value. Such decision of the Executor or Trustee shall be conclusive if made in good faith. Notwithstanding the discretion and authority granted to the Executor in this paragraph, the Executor shall not exercise this discretion in any way or 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.

G. Except as otherwise provided herein, the Executor or the Trustee may accumulate or distribute income under the terms hereof free from attack or question by any person. The Executor and the Trustee shall make such decisions on the basis of the facts as they exist at the time any such decision is to be made.

H. The Executor or the Trustee may elect or not elect to treat all or any portion of any estimated tax paid by any trust created herein as a payment by one or more beneficiaries of the trust. The election may be made either *pro rata* among the beneficiaries of each trust or otherwise in the discretion of the Executor or the Trustee, whose decision shall be binding and conclusive upon all concerned.

I. The Executor or the Trustee may invest in any insurance policy, whether the insured or covered person is a beneficiary or any other person. Such investment may be in part ownership of any insurance policy and may be made in any manner that the Executor or the Trustee deems appropriate. The Executor or the Trustee shall incur no liability as a result of such investment, even though such insurance policy is not an investment in which trustees are authorized by law or by any rule of court to invest trust funds. The Trustee may retain any such insurance policy as an investment of the trust without regard to the portion such insurance policies of a similar character so held may bear to the entire amount of the trust. The term "insurance policy" shall be deemed to include life insurance policies, annuity contracts, accident policies, and any retirement plan or contract under which death benefits can be or are made payable to the Executor or Trustee.

J. The Trustee may receive property by gift or by will or otherwise from any person as additions to any trust created herein and may hold and administer such property under the provisions hereof.

K. The Executor or the Trustee may make any election permitted under the applicable federal income and estate and gift tax laws (including but not limited to converting any corporation to an S-corporation) and may make such accompanying adjustment between income and principal as is proper. This power also includes, but is not limited to, the power to make the election to recognize gain or loss on the distribution of property in kind, as now permitted

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under Section 643(d)(3) of the Internal Revenue Code of 1986, as amended.

L. The Executor or Trustee shall have no powers whether set forth herein or now or hereafter conferred upon executors or trustees or fiduciaries generally which would enable the Executor or Trustee, or any other person, to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of the estate or any trust created herein for less than an adequate consideration in money or money's worth or to enable anyone to borrow all or any part of the principal or income of the estate or any trust, directly or indirectly, without adequate interest or security. No person other than the Executor or Trustee shall have or exercise the power to vote or direct the voting of any stock or other securities held in the estate or any trust, either by directing investments or reinvestments or by vetoing proposed investments or reinvestments.

M. The Executor or the Trustee shall take all actions necessary to comply with any agreements made by me during my lifetime, including the consummation of any agreements relating to the stock of corporations in which I am a stockholder at the time of my death, and including the continuation of any partnership of which I may be a partner at the time of my death whenever the terms of any such agreement obligate my estate or personal representative to sell or continue my interest therein.

ITEM XVII.

If my wife and I die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that my wife be deemed to have survived me for purposes of this Will. I direct that the provisions of this Will be construed upon that assumption, irrespective of any provisions of law establishing a contrary presumption or requiring survivorship as a condition of taking property by inheritance.

ITEM XVIII.

A. If my wife, Iris, is or becomes unable or unwilling to serve as Executor, I appoint my son, James A. Brown, Jr. shall serve as my sole Executor. If my son is or becomes unable or unwilling to serve, I appoint my daughters, Adele Brown Tyler and Amanda Brown Ólmstead to serve as successor Co-Executors. All rights, powers, duties and discretions granted to or imposed upon the Executor shall be exercisable by and imposed upon any successor Executor or Administrator. 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.

B. I direct that neither the Executor nor any successor Executor shall be required to make any bond as Executor. To the extent permissible by law, I waive the requirement that the Executor or any successor Executor be required to make a formal appraisal, provide an inventory or file an accounting for my estate with any Court.

C. The Executor shall not be required to reduce any or all of my personal or real property to cash during the administration of my estate, but may sell or lease any of my property in such manner and on such terms as the Executor may deem advisable.

D. The Executor shall have the power to exercise all powers conferred by law upon executors and all powers granted herein without prior authority from any Court; however, the Executor may seek Court authority if doing so is in the best interest of the Executor, my estate or my beneficiaries.

E. The Executor 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 the Executor.

F. The Executor may disclaim in whole or in part, on my behalf, any interest bequeathed or devised to me or otherwise



inherited by my estate and may exercise and make any and all tax elections of all kinds and execute and file any and all necessary tax returns and forms.

G. The Executor may petition the proper Court and may take all necessary action to effect an ancillary administration covering any property I may own in another jurisdiction. No bond or other security shall be required of the Executor, nor shall the Executor 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, the Executor shall have the power and right to select and designate a proper party resident of the foreign jurisdiction involved to serve with the Executor of my estate as Co-Administrators.

H. The Executor may elect to claim expenses and losses as deductions on the particular tax return or returns (either income or estate) as the Executor shall deem advisable, irrespective of whether such expenses and losses may be payable from or attributable to income or principal. The Executor is directed not to make adjustments between income or principal or between the property interests passing to the beneficiaries under my Will which may be substantially affected as a result of such election. I exonerate the Executor from all liability for any such election and direct that no beneficiary shall have any claim against the Executor or my estate by reason of the exercise of the Executor's judgment in this respect.

IN WITNESS WHEREOF, I have signed and declared this instrument to be my Last Will and Testament on this the 21st day of July, 1996.

James Armistead Brown
JAMES ARMISTEAD BROWN

This instrument was, on the day and year shown above, signed, published and declared by James Armistead Brown 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.

WITNESSES:

Paul Calhoun of 1493 North Lake DR
Jackson, MS 39211

Jim Hight of 249 RIVERBEND DR
JACKSON, MS 39212

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PROOF OF WILL

We, PAUL CALHOUN and John Hainigorst, on oath state:

We are the subscribing witnesses to the attached type-written instrument dated May 9, 1996, which purports to be the Last Will and Testament of James Armistead Brown. On the execution date of the instrument, James Armistead Brown, in our presence, signed the instrument at the end thereof, acknowledged his signature thereto, declared the instrument to be his Will, and requested that we attest his execution thereof. In the presence of James Armistead Brown each of us signed our respective names as attesting witnesses. At the time of execution of the instrument, James Armistead Brown appeared to be eighteen (18) years of age or older, of sound mind, and acting without undue influence, fraud, or restraint.

DATED this 9 day of May, 1996.

Paul Calhoun
(WITNESS)

John Hainigorst
(WITNESS)

* * * * *

STATE OF MISSISSIPPI
COUNTY OF Hinds

Subscribed and sworn to before me, the undersigned Notary Public, on this the 9th day of May, 1996.

W. B. ...
Notary Public

My Commission Expires:
December 7, 1999