

THE THOMAS L. and LINDA C. COUSINS JOINT REVOCABLE

TRUST U/A 4/9/2007

THIS DECLARATION OF TRUST executed this 9th day of April, 2007, between **THOMAS L. COUSINS and LINDA C. COUSINS**, of Hancock County, Mississippi, hereinafter referred to as the "Grantors", and **THOMAS L. COUSINS and LINDA C. COUSINS**, of Hancock County, Mississippi, hereinafter referred to as the "Trustee". The term "Trustee" includes Trustees and Successor Trustees. Wherever the context requires, the singular includes the plural and the masculine includes the feminine and neuter.

WITNESSETH:

WHEREAS, the Grantors desire to establish a trust for the benefit of themselves and their descendants.

NOW THEREFORE, IN CONSIDERATION of the premises, the Grantors and Trustee do hereby establish **THE THOMAS L. and LINDA C. COUSINS JOINT REVOCABLE TRUST U/A 4/9/2007** (the "Trust") as follows:

ITEM 1: Grantor Powers

A. **During Lifetime:** The Grantors, or the survivor of them, reserve the right at any time or from time to time to amend or revoke this Trust in whole or in part, by written instrument signed by them and delivered to the Trustee, and to add, substitute or remove any Trust property. Upon revocation of this instrument in its entirety, the Trustee shall deliver to the Grantors, or as they may direct in the instrument of revocation, their respective shares of the Trust property. The Grantors also reserve the right to direct the Trustee to assign, transfer, pay over and deliver to the Grantors, or their assigns, all or any part of their respective shares of the Trust in such form as they may then exist, without revoking or amending this Trust.

B. **By Will:** The Grantors reserve the right to add property to this Trust by Will or otherwise.

ITEM 2: Title

This Trust shall be known as **THE THOMAS L. and LINDA C. COUSINS JOINT REVOCABLE TRUST U/A 4/9/2007**.

ITEM 3: Trust Property

The Grantors have delivered to the Trustee cash in the minimum amount of one hundred dollars (\$100.00) in cash and other properties, both real and personal. The Grantors do hereby state that all of said property contributed to the Trust have been contributed by them equally and that, for purposes of this Trust, each is considered to own all of the Trust property, both real and personal, jointly. It is the intent of the Grantors that the Trust shall be held for the use and benefit of the Grantors, that either Trustee may act and that upon the death or incompetency of one of the Trustees, the remaining Trustee shall act as the sole Trustee.

The Trustee acknowledges receipt of such property and agrees to hold in trust, manage and distribute all the property originally contributed hereto and property later added to the Trust by the Grantors, or any other person.

The Grantors, notwithstanding anything in this Agreement to the contrary, are entitled to occupy and use that portion of the real property contributed to the Trust used as their personal residence as a home, although, the Grantors may direct the Trust to pay the property taxes thereon. The privilege to live rent-free in the Grantors' personal residence shall extend to any child or decedent of the Grantors to the extent of such decedent's interest therein.

ITEM 4: Dispositive Provisions

A. During Grantors' Lifetimes:

(1) During each Grantor's lifetime, the Trustee shall pay to or for the benefit of each Grantor so much income of and principal as either Grantor may take from time to time or may direct by written instrument delivered to the Trustee.

(2) In the event that both of the Grantors are certified disabled by reason of illness or mental or physical disability or incapacity, and upon receipt by a Successor Trustee of a written certificate to that effect from such Grantor's physician or, if such Grantor has no physician or that physician is unavailable, from two licensed physicians, the Trustee may thereafter withdraw trust income or principal, and pay to or for the benefit of either or both Grantors, from time to time, any amounts, as the Trustee, in its sole discretion, may consider necessary for the health (including but not limited to medical, dental, hospital, and nursing expenses and expenses of invalidism), support, maintenance in the manner to which both Grantors are accustomed.

B. Upon Death of the Grantor, Thomas L. Cousins: Upon the death of **Thomas L. Cousins**, the Trustee shall:

(1) Pay the expenses of his last illness and burial expense to the extent that these items shall not be paid or the responsibility for their payment not be assured by some other person or estate.

(2) **Thomas L. Cousins** may leave one or more handwritten memoranda, dated and subscribed by him, disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such handwritten memoranda in existence at the death of the **Thomas L. Cousins**. If no such handwritten memoranda are found or identified by the Trustee within ninety (90) days after the death of **Thomas L. Cousins**, it shall be conclusively presumed that there are no such handwritten memoranda and any subsequently discovered memoranda shall be ineffective. Any direction of distribution of tangible personal property to a beneficiary who is not living at the death of **Thomas L. Cousins** and for whom no effective alternate provision has been made, shall lapse and shall instead pass according to the remaining provisions of this trust agreement.

(3) If **Linda C. Cousins** is living at the death of **Thomas L. Cousins**, the Trustee shall establish the "**LINDA C. COUSINS CREDIT SHELTER TRUST**" and shall convey to that trust assets having a value equal to the largest amount that can pass free of federal estate tax by reason of the unified credit and the state death tax credit (provided use of this credit does not require an increase in the state death taxes paid) allowable to the estate of **Thomas L. Cousins** and after taking account of dispositions under the Last Will and Testament of **Thomas L. Cousins** and property passing outside of his Will which does not qualify for the marital or charitable deduction and after taking account of charges to principal that are not allowed as deductions in computing **Thomas L. Cousins's** federal estate tax. . The value as finally fixed in the federal estate tax proceeding relating to the estate of **Thomas L. Cousins** shall be used for purposes of such valuation. Property included in **Thomas L. Cousins's** estate which is assigned or conveyed in kind to fund the **LINDA C. COUSINS CREDIT SHELTER TRUST** shall be valued for that purpose at the value thereof as of the date of dates of assignment to the trust. The **LINDA C. COUSINS CREDIT SHELTER TRUST** shall be held for the benefit of **Linda C.**

Cousins as set forth below:

(a) Distribution of Income. Trustee shall pay all net income to **Linda C. Cousins** in quarterly or more frequent installments during her lifetime. Any accrued income to which **Linda C. Cousins** is entitled at her death is to be distributed to her estate.

(b) Distribution of Principal. In addition to the net income, Trustee may pay to or apply for the benefit of **Linda C. Cousins** such sums of the principal that Trustee, in its absolute discretion, deems necessary or advisable to provide for her health, education, support and maintenance, taking into consideration the standard of living to which she is accustomed at **Thomas L. Cousins's** death. In making these distributions, Trustee shall consider all other income and resources known to it to be reasonably available to **Linda C. Cousins** for those purposes.

(c) Distribution of Assets. Upon the death of **Linda C. Cousins**, the Trustee shall distribute the assets of the **LINDA C. COUSINS CREDIT SHELTER TRUST** pursuant to Item 5 hereof, provided, however, the then living issue of a deceased child of them shall take per stirpes the share their parent would have taken had he or she survived.

(4) If **Linda C. Cousins** is living at the death of **Thomas L. Cousins** and the amount set aside under Subparagraph 3 of this Item 4 has a value of less than one-half of the total value of property held under this Agreement, then the Trustee shall hold the remainder of the principal and accrued income remaining after the distribution in Subparagraph 3 above up to an amount which, when added to the value of the property held under Subparagraph 3 above, would equal one-half of the total value of property held under this Agreement, in the **LINDA C. COUSINS MARITAL TRUST**. The **LINDA C. COUSINS MARITAL TRUST** shall be held for the benefit of **Linda C. Cousins** as set forth below:

(a) Distribution of Income. The Trustee shall hold, manage, invest and reinvest the property comprising this trust, shall collect the income thereon, and shall pay to or apply for the benefit of **Linda C. Cousins** net income thereof, in convenient installments at least quarter annually during her lifetime.

(b) The Trustee shall also pay to **Linda C. Cousins** so much of this

trust's principal (including all or none) as is appropriate for the health, education, support, and maintenance of **Linda C. Cousins**, after taking into account other income and assets readily available to her.

(c) The Grantor directs that, if the marital trust at any time contains any unproductive property, **Linda C. Cousins** may require the Trustee to make such property productive or convert such property to productive property within a reasonable time.

(d) Upon the death of **Linda C. Cousins**, the Trustee shall distribute the assets of the **LINDA C. COUSINS MARITAL TRUST** pursuant to Item 5 hereof, provided, however, the then living issue of a deceased child of them shall take per stirpes the share their parent would have taken had he or she survived.

(e) Notwithstanding any of the foregoing, unless **Linda C. Cousins** directs otherwise by her Will, the Trustee shall first pay from the principal of this trust, directly or to the legal representative of the estate of **Linda C. Cousins** as the Trustee deems advisable, the amount by which the estate and inheritance taxes assessed by reason of the death of **Linda C. Cousins** shall be increased as a result of the inclusion of the marital trust in her estate for such tax purposes. The Trustee's selection of assets to be sold to pay that amount, and the tax effects thereof, shall not be subject to question by any beneficiary.

(f) Notwithstanding any other provision of this Trust Agreement, all income of this trust accrued or undistributed at the death of **Linda C. Cousins** shall be paid to her estate.

(g) It is the Grantors' intention that this trust qualify for the marital deduction allowable in determining the federal estate tax upon **Thomas L. Cousins's** estate. Accordingly, no authorization or direction or other provisions contained in this Trust Agreement which would prevent this trust from so qualifying shall apply to this trust; except, that **Thomas L. Cousins's** Executor may, in the Executor's sole discretion, elect not to treat any fraction or portion of the property passing under this Article as qualifying for the marital deduction for federal estate tax purposes. In such event, both the property as to which an election has been made and the fraction or portion of the property not covered by the election shall be

held and distributed as provided in this Subparagraph 4. Further, it is **Thomas L. Cousins's** intention that any court having jurisdiction over this Trust construe this instrument accordingly.

(5) If **Linda C. Cousins** is living at the death of **Thomas L. Cousins**, then the Trustee shall continue to hold all of the principal and accrued income remaining after the distribution in Subparagraphs 3 and 4 above in the trust for the benefit of **Linda C. Cousins**.

(6) If **Thomas L. Cousins** is not survived by **Linda C. Cousins**, then the Trustee shall pay or otherwise distribute all of the principal and accrued income of this trust as directed in Item 5 of this Agreement.

C. Upon Death of Linda C. Cousins: Upon the death of **Linda C. Cousins**:

(1) Pay the expenses of her last illness and burial expense to the extent that these items shall not be paid or the responsibility for their payment not be assured by some other person or estate.

(2) Linda C. Cousins may leave one or more handwritten memoranda, dated and subscribed by her, disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such handwritten memoranda in existence at the death of Linda C. Cousins. If no such handwritten memoranda are found or identified by the Trustee within ninety (90) days after the death of Linda C. Cousins, it shall be conclusively presumed that there are no such handwritten memoranda and any subsequently discovered memoranda shall be ineffective. Any direction of distribution of tangible personal property to a beneficiary who is not living at the death of Linda C. Cousins and for whom no effective alternate provision has been made, shall lapse and shall instead pass according to the remaining provisions of this trust agreement.

(3) If **Thomas L. Cousins** is living at the death of **Linda C. Cousins**, the Trustee shall establish the "**THOMAS L. COUSINS CREDIT SHELTER TRUST**" and shall convey to that trust assets having a value equal to the largest amount that can pass free of federal estate tax by reason of the unified credit and the state death tax credit (provided use of this credit does not require an increase in the state death taxes paid) allowable to the estate of **Linda C. Cousins** and after taking account of dispositions under the Last Will and

Testament of **Linda C. Cousins** and property passing outside of his Will which does not qualify for the marital or charitable deduction and after taking account of charges to principal that are not allowed as deductions in computing **Linda C. Cousins's** federal estate tax. The value as finally fixed in the federal estate tax proceeding relating to the estate of **Linda C. Cousins** shall be used for purposes of such valuation. Property included in **Linda C. Cousins's** estate which is assigned or conveyed in kind to fund the **THOMAS L. COUSINS CREDIT SHELTER TRUST** shall be valued for that purpose at the value thereof as of the date of dates of assignment to the trust. The **THOMAS L. COUSINS CREDIT SHELTER TRUST** shall be held for the benefit of **Thomas L. Cousins** as set forth below:

(a) Distribution of Income. Trustee shall pay all net income to **Thomas L. Cousins** in quarterly or more frequent installments during his lifetime. Any accrued income to which **Thomas L. Cousins** is entitled at his death is to be distributed to his estate.

(b) Distribution of Principal. In addition to the net income, Trustee may pay to or apply for the benefit of **Thomas L. Cousins** such sums of the principal that Trustee, in its absolute discretion, deems necessary or advisable to provide for his health, education, support and maintenance, taking into consideration the standard of living to which he is accustomed at **Linda C. Cousins's** death. In making these distributions, Trustee shall consider all other income and resources known to it to be reasonably available to **Thomas L. Cousins** for those purposes.

(c) Distribution of Assets. Upon the death of **Thomas L. Cousins**, the Trustee shall distribute the assets of the **THOMAS L. COUSINS CREDIT SHELTER TRUST** pursuant to Item 5 hereof, provided, however, the then living issue of a deceased child of them shall take per stirpes the share their parent would have taken had he or she survived.

(4) If **Thomas L. Cousins** is living at the death of **Linda C. Cousins** and the amount set aside under Subparagraph 3 of this Item 4 has a value of less than one-half of the total value of property held under this Agreement, then the Trustee shall hold the remainder of the principal and accrued income remaining after the distribution in Subparagraph 3 above up to an amount which, when added to the value of the property held under

Subparagraph 3 above, would equal one-half of the total value of property held under this Agreement, in the **THOMAS L. COUSINS MARITAL TRUST**. The **THOMAS L. COUSINS MARITAL TRUST** shall be held for the benefit of **Thomas L. Cousins** as set forth below:

(a) Distribution of Income. The Trustee shall hold, manage, invest and reinvest the property comprising this trust, shall collect the income thereon, and shall pay to or apply for the benefit of **Thomas L. Cousins** net income thereof, in convenient installments at least quarter annually during his lifetime.

(b) The Trustee shall also pay to **Thomas L. Cousins** so much of this trust's principal (including all or none) as is appropriate for the health, education, support, and maintenance of **Thomas L. Cousins**, after taking into account other income and assets readily available to him.

(c) The Grantor directs that, if the marital trust at any time contains any unproductive property, **Thomas L. Cousins** may require the Trustee to make such property productive or convert such property to productive property within a reasonable time.

(d) Upon the death of **Thomas L. Cousins**, the Trustee shall distribute the assets of the **THOMAS L. COUSINS MARITAL TRUST** pursuant to Item 5 hereof, provided, however, the then living issue of a deceased child of them shall take per stirpes the share their parent would have taken had he or she survived.

(e) Notwithstanding any of the foregoing, unless **Thomas L. Cousins** directs otherwise by his Will, the Trustee shall first pay from the principal of this trust, directly or to the legal representative of the estate of **Thomas L. Cousins** as the Trustee deems advisable, the amount by which the estate and inheritance taxes assessed by reason of the death of **Thomas L. Cousins** shall be increased as a result of the inclusion of the marital trust in his estate for such tax purposes. The Trustee's selection of assets to be sold to pay that amount, and the tax effects thereof, shall not be subject to question by any beneficiary.

(f) Notwithstanding any other provision of this Trust Agreement, all income of this trust accrued or undistributed at the death of **Thomas L. Cousins** shall be paid to his estate.

(g) It is the Grantors' intention that this trust qualify for the marital deduction allowable in determining the federal estate tax upon **Linda C. Cousins's** estate. Accordingly, no authorization or direction or other provisions contained in this Trust Agreement which would prevent this trust from so qualifying shall apply to this trust; except, that **Linda C. Cousins's** Executor may, in the Executor's sole discretion, elect not to treat any fraction or portion of the property passing under this Article as qualifying for the marital deduction for federal estate tax purposes. In such event, both the property as to which an election has been made and the fraction or portion of the property not covered by the election shall be held and distributed as provided in this Subparagraph 4. Further, it is **Linda C. Cousins's** intention that any court having jurisdiction over this Trust construe this instrument accordingly.

(5) If **Thomas L. Cousins** is living at the death of **Linda C. Cousins**, then the Trustee shall continue to hold all of the principal and accrued income remaining after the distributions in Subparagraphs 3 and 4 above in the trust for the benefit of **Thomas L. Cousins**.

(6) If **Linda C. Cousins** is not survived by **Thomas L. Cousins**, then the Trustee shall pay or otherwise distribute all of the principal and accrued income of this trust as directed in Item 5 of this Agreement.

D. Simultaneous Death: In the event that the Grantors die simultaneously or under such circumstances that it is impossible, or there is no sufficient proof, to determine who predeceased the other, then for the purposes of this instrument, Linda C. Cousins shall be deemed to have survived her husband, Thomas L. Cousins.

ITEM 5: Distribution After Death of Both Grantors:

Upon the death of the second to die of the Grantors, the Trustee shall divide the trust into equal shares for each then-living child of the Grantors and each deceased child of Grantors with then-living issue and shall distribute and shall distribute the assets held in each such share outright and free from trust to such then-living children of Grantors and issue of deceased children of Grantors *per stirpes* subject to the terms of Item 6.

ITEM 6: Interest Vesting in a Beneficiary

If, when any trust created by this instrument ends, any principal vests in absolute ownership on any beneficiary under the age of twenty-seven (27) years or in any beneficiary who is under a legal disability, the Trustee may, if the Trustee deems it appropriate to do so, hold such interest in trust until such time as the beneficiary both attains age twenty-seven (27) and is no longer under any legal disability, pay so much (including all or none) of the trust's net income and principal to the beneficiary as the Trustee deems appropriate for the beneficiary's health, education, support and maintenance, adding to principal any undistributed income. The Trustee may make such payments to the beneficiary, or to his or her parent, guardian, or the person with whom the beneficiary resides, without having to look to the proper application of those payments. If the beneficiary dies before attaining age twenty-seven (27) or before the removal of any legal disability, the Trustee will pay all of such funds to the beneficiary's estate. The authority conferred on the Trustee is a power only and will not operate to suspend absolute vesting of any property in such beneficiary.

ITEM 7: Retirement Benefits

The following provisions concern Qualified Retirement Benefits that become distributable to the Trustee under this Agreement (whether directly or through the estate of one of the Grantors) by reason of the death of one of the Grantors. "Qualified Retirement Benefits" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code Sec. 401, an individual retirement arrangement under Code Sec. 408 or Code Sec. 408A, a tax-sheltered annuity under Code Sec. 403 or any other benefit subject to the distribution rules of Code Sec. 401(a)(9).

A. Benefits Payable to Trustee: If Qualified Retirement Benefits are made payable to the estate of a Grantor or directly to the Trustee without specifying a particular trust, then the Qualified Retirement Benefits shall be disposed of in the same manner as the residue of the Trust under this Agreement.

B. Selection of Payout Schedule: The Trustee may, in the Trustee's absolute discretion, exercise any right to determine the manner and timing of payment of Qualified Retirement Benefits that is available to the recipient of the benefits, but the Trustee must exercise such rights in a manner consistent with the federal income tax rules regarding required minimum distributions under Code Sec. 401(a)(9).

ITEM 8: Appointment of Trustees

As stated hereinabove, the Grantors shall serve as Co-Trustees of this Trust. However, it shall only require the act of one Trustee to transact any business for this Trust or act in any manner. Should either one of the Co-Trustees be unable or unwilling to serve as Trustee, then the remaining Trustee shall serve as the sole Trustee hereof. Should both of the Grantors be unable or unwilling to act as Trustee, then **CHRISTOPHER COUSINS and JENNIFER COUSINS**, or the survivor of them, shall act as Successor Co-Trustees hereunder.

A. **Trustee Resignation:** The Trustee may resign at any time by giving at least thirty (30) days' written notice of its intention to do so, delivered personally or by registered mail to the remaining Trustee, or if none, to at least one beneficiary.

B. **Bond, Liability and Compensation:** No Trustee shall be required to give bond for the performance of his or her duties, or if required by law, no surety shall be required on such bond. No Trustee shall be liable for anything done or omitted to be done in good faith, nor for anything other than its own willful default or gross negligence. The original Trustee hereunder shall not be entitled to any compensation for its services, but any successor Trustee shall be entitled to reasonable compensation for its services and to reimbursement for expenses.

C. **Situs of Trust Estate:** The situs of this Trust shall be Mississippi. The situs of the trust may be transferred to such other place as the Trustee may deem to be for the best interest of the trust estate.

ITEM 9: The Mississippi Uniform Trustees' Powers Act

A. The trust established hereby is intended to be within the definition of a "trust" as set forth in the Uniform Trustees' Powers Act, Chapter 372, Mississippi Laws of 1966 (Section 91-9-101, et seq., Mississippi Code of 1972), and the said Co-Trustees shall have all of the powers afforded to trustees in and by the terms and provisions of said statute, as now or hereafter amended, reference to which statute is hereby made for all purposes.

B. **Spendthrift Provision:** None of the beneficiaries hereunder shall have any power to charge by way of anticipation any interest given to such beneficiary; and all sums payable to such beneficiaries hereunder shall be free and clear of the debts, contracts, alienations and anticipations of the beneficiaries, and of all liabilities, levies, attachments, and proceedings of whatsoever kind, at law and equity, and in the case of a married person, free from control of such person's spouse.

C. **Annual Statements:** During the continuance of the trust created herein, the Co-Trustees shall render not less frequently than annually statements of account to the beneficiary or beneficiaries then entitled to current income. In the event that any person entitled to statements hereunder is a minor or otherwise legally incapacitated, such statements are to be rendered to the guardian of or the individual with whom such person resides. The statement shall show all receipts and disbursements and a list of all assets held as of the closing dates of the accountings.

D. **Accountings:** It shall not be necessary that the Co-Trustees furnish accountings other than provided for above either during the continuance of the trusts or upon the termination of the same, and Grantors hereby expressly waive any requirements of law or otherwise that accountings be filed with any court or other public tribunal except upon the written request of any individual having an interest in the trusts or by the voluntary action of the Co-Trustees.

ITEM 10: Taxes

On the death of a Grantor, the Trustee shall pay upon the request of the legal representative of that Grantor's probate estate, if any, such sums as the representative, shall state to be necessary for the payment of federal estate taxes and state taxes resulting from that Grantor's death, whether or not attributable to property subject to probate administration or any other expenses incurred in the settlement of that Grantor's estate. If at the time of any Grantor's death, the Trustee holds as part of the trust property United States Treasury Bonds redeemable at par for the payment of federal estate taxes, then regardless of anything in this instrument to the contrary, the Trustee shall apply such bonds unto the whole thereof to the payment of federal estate taxes (if any) due by reason of the Grantor's death. Any taxes on future or contingent interests may in the Trustees' discretion be settled or compromised and paid at any time or times before those taxes become due. In the event that no representative of the Grantor's probate estate is appointed, then the Trustee shall in its sole discretion determine the sums payable for the purposes identified in this provision.

ITEM 11: Insurance

A. **Insurance Policies:** Either Grantor may deposit with the Trustee any policies of insurance owned by that Grantor, but at any time before such Grantor's death the Grantor depositing the insurance shall have the right to withdraw any or all of such policies from the possession of the Trustee for any purpose. During the life of the insured Grantor, the Trustee

shall be under no obligation to pay premiums on any policies deposited with it.

B. Collection of Insurance Proceeds: After the insured Grantor's death, the Trustee shall make a reasonable effort to collect the proceeds of any policies of insurance. The Trustee may obtain reimbursement out of the trust property for any advances made or expenses incurred in attempting to collect insurance proceeds. No insurance company shall be responsible for the execution of any provision of this Trust.

C. Distribution of Insurance Proceeds: Upon the death of the insured Grantor, the Trustee shall distribute the proceeds of all life insurance policies held on such Grantor's life to the Trust to be mixed and co-mingled with the assets thereof and to be further paid or otherwise distributed according to the terms hereof.

ITEM 12: General Provisions

A. At the time this Agreement is executed, the Grantors have two (2) children, namely, **CHRISTOPHER COUSINS and JENNIFER COUSINS**. In all respects, "child," "children," "issue" and "descendants" include both those now and subsequently born or legally adopted. A person in gestation who is later born alive shall be treated as alive during the period of gestation for purposes of determining (1) whether any person has died without leaving descendants surviving him or her; (2) the right to distributions on the termination of a trust created under this Agreement; and (3) any person's right to share in required principal distributions, although for all other purposes such person's rights accrue only from the date of birth.

B. Notice of Births and Deaths: Until the Trustee shall receive written notice of any birth, death or other event upon which the right to payments from this Trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event.

C. Apportionment of Income: Income accrued or unpaid on trust property when received into the trust shall be treated as other income. Income accrued or held undistributed by the Trustee at the termination of any interest or estate under this Trust shall go to the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest, except as may be contrary to any other provisions of this Trust.

D. Payment of Taxes and Other Charges: The Trustee shall pay out of principal or income as it may elect, or partly out of each, as it may determine, property taxes, assessments,

charges, attorneys' fees, the Trustee's compensation and other expenses incurred in the administration or protection of this Trust. The discretion of the Trustee to pay these items from income or principal, or partly from each, may be exercised not only in the interest of the Trust Estate but for the benefit of any beneficiary. The income remaining after such expenditures as the Trustee shall elect to pay therefrom shall constitute net income. The term income shall not include capital gain income.

E. Spendthrift Restriction: As stated in Subparagraph B of Item 8 hereof, with respect to any trust created pursuant to the terms of this trust agreement, the interest of each beneficiary and all payments of income or principal to be made to or for any beneficiary shall be free from the interference or control of any creditor or spouse of the beneficiary and shall not be capable of anticipation or assignment by the beneficiary.

F. Governing Law: The validity and effect of this Trust shall be governed by the laws of the State of Mississippi as in force from time to time, or alternatively, in any state which may be the current situs of the Trust. The validity of this Trust shall not be adversely affected by change of circumstances, including any change of trustees or situs or change of domicile of a Grantor, Trustee or beneficiary occurring after the creation of this Trust.

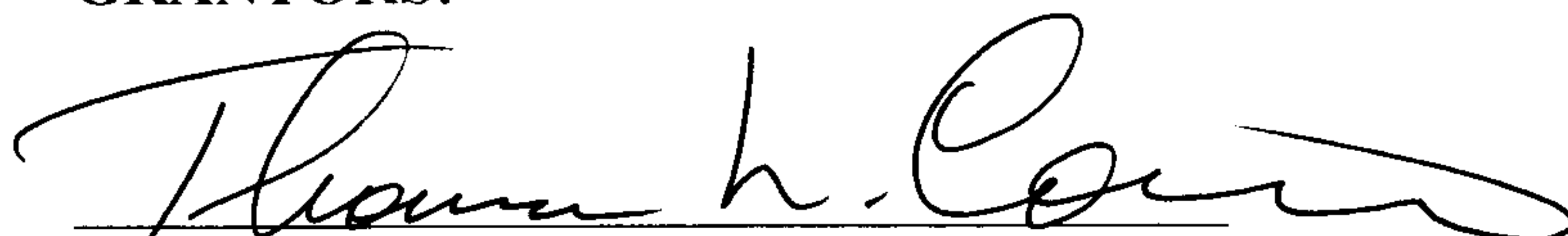
G. Construction: The paragraph headings used in this instrument are for convenience only and shall not be resorted to for interpretation of this Trust. If any portion of this Trust is held to be void or unenforceable, the balance shall nevertheless be carried into effect.

H. Certified Copies: To the same effect as if it were the original, anyone may rely upon a copy certified by a notary public to be a true copy of this Declaration of Trust (and attachments, if any). Anyone may rely fully upon any statements of facts certified by one who appears from the original Declaration or an executed counterpart or a certified copy to be the Trustee.

I. Purpose: The purpose of this Trust, among others, is to provide for the management of each Grantor's assets, both presently and during any future period of disability, a preferred alternative to guardianship proceedings, and a simplified means of accomplishing both lifetime and death transfers of those assets.

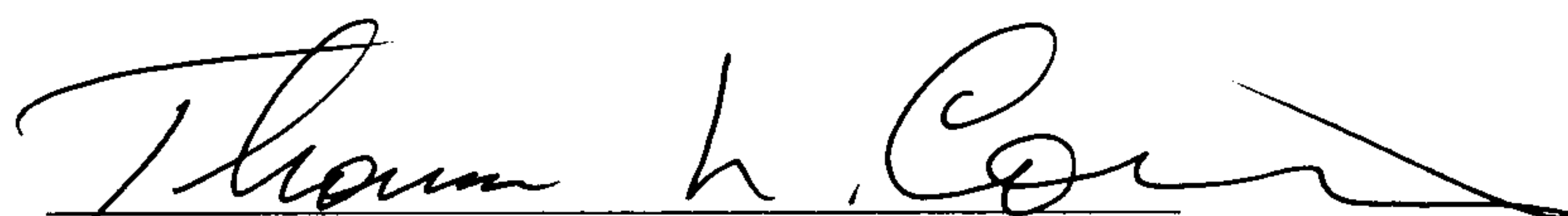
IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Trust on
this, the 9th day of April, 2007.

GRANTORS:


THOMAS L. COUSINS


LINDA C. COUSINS

TRUSTEE:

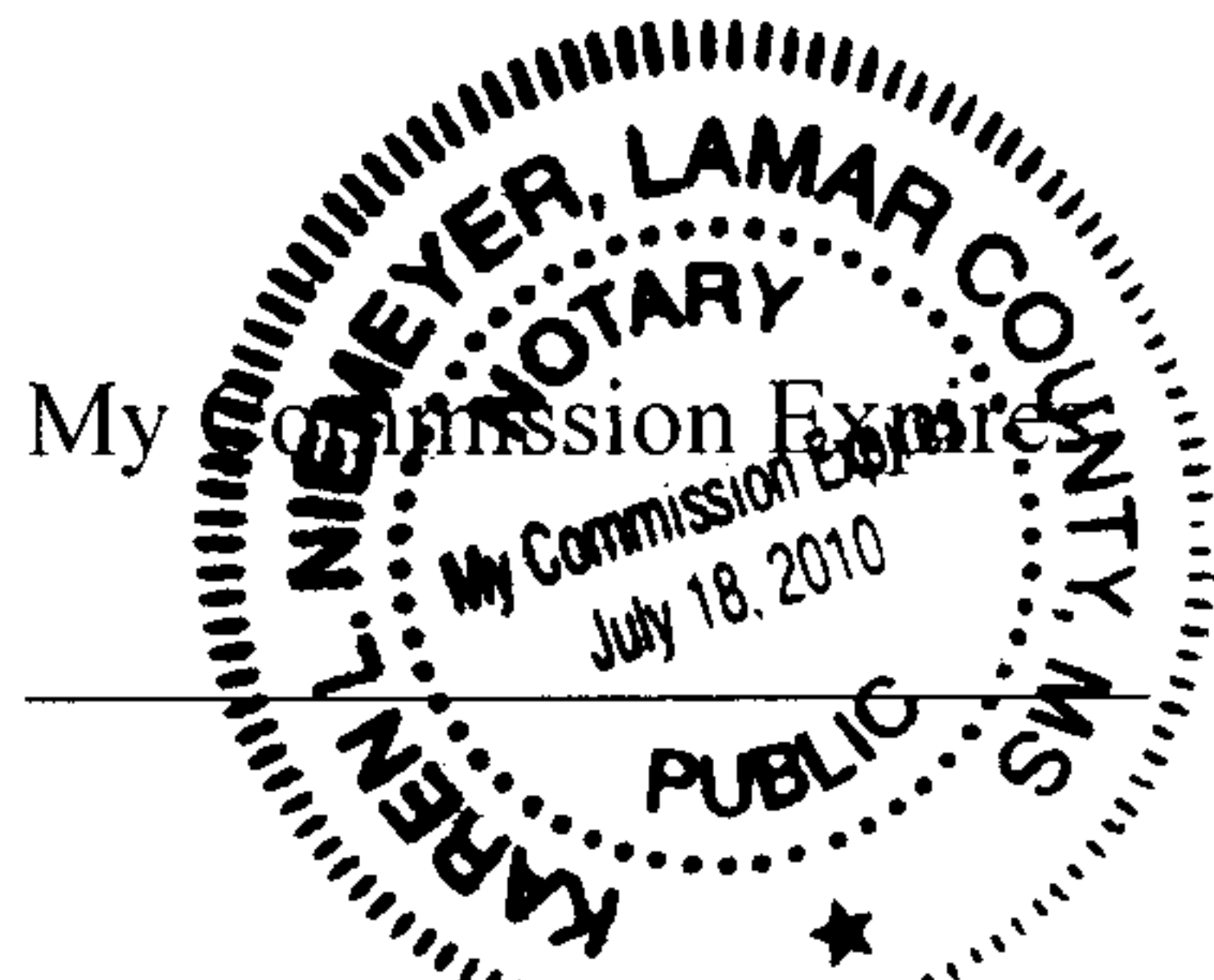

THOMAS L. COUSINS


LINDA C. COUSINS

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of April, 2007, within my jurisdiction, the within named **THOMAS L. COUSINS and LINDA C. COUSINS**, as Grantors, who acknowledged that they executed the above and foregoing instrument.

Susan A. Niemeyer
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of April, 2007, within my jurisdiction, the within named **THOMAS L. COUSINS and LINDA C. COUSINS**, who acknowledged that they are **Trustees of The Thomas L. and Linda C. Cousins Joint Revocable Trust U/A 4/9 2007**, and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Susan A. Niemeyer
NOTARY PUBLIC

