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LEATHERWOOD, WALKER, TODD & MANN  
OLIVE BRANCH, S.C.  
R.M.C.

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TRUST AGREEMENT dated October 3rd 1961, between  
JEROME I. ARON (hereinafter referred to in the capacity of donor  
as the "Donor") and JEROME I. ARON (herein-  
after referred to in the capacity of trustee as "Trustee") and  
JOAN B. ARON and JUSTIN M. GOLENBOCK  
(hereinafter collectively referred to as the "First Successor  
Trustees").

JEROME I. ARON, as Trustee, hereby declares that  
he has received in trust by transfer from himself, as Donor, and  
that as Trustee he holds the property described in Schedule A  
attached hereto and made a part hereof, such property and all other  
property which may hereafter become subject to this Trust to be  
held by the Trustee and to be managed and disposed of in accordance  
with the provisions of this Agreement.

ARTICLE I

DISPOSITION OF INCOME AND PRINCIPAL

The Trustee shall hold, manage, invest and reinvest the  
trust estate and shall collect and receive the interest, income  
and profits therefrom for the benefit of the Donor's child,

NAN ARON, (hereinafter sometimes referred to as the  
"Beneficiary") upon the following terms:

A. The Trustee may at any time and from time to time  
during the term of this Trust, distribute to, or expend for the  
benefit of the Beneficiary, until the Beneficiary shall attain the  
age of thirty (30) years, all or any portion of  
the principal of the trust and the current and accumulated income  
therefrom, in such amounts and manner as the Trustee shall determine  
in his discretion to be required for the support, education, main-  
tenance or medical care of the Beneficiary, or to maintain the  
Beneficiary's accustomed standard of living. Any amount of income  
which the Trustee shall determine not to distribute to or expend  
for the benefit of the Beneficiary may be accumulated.