

TRUST AGREEMENT

TRUST AGREEMENT made this 17th day of August, 1999, between George H. Buck, Jr., residing at 920 Ursulines Street, New Orleans, Louisiana (hereinafter referred to as the "grantor"), and James G. Clements, residing at 12 Laurel Avenue, Mount Vernon, New York (hereinafter referred to as the "trustee").

WHEREAS, the grantor desires to create a trust for the purposes hereinafter expressed, and

TRUSTEE POWERS:

enumerated in Section 32-27 of the North Carolina General Statutes "Fiduciaries Powers Act"), Pennsylvania, South Carolina, Tennessee (including specifically, but not limited to, all powers enumerated in §35-50-110 of Tennessee Code Annotated) and Virginia (including specifically, but not limited to, all powers enumerated in Code of Virginia §64.1-57) fiduciary powers statutes with respect to property, if any, respectively subject to the jurisdiction of said states as well as the fiduciary powers statutes of any other jurisdiction in which any property forming part of the trust fund may be located, and the grantor intends that all such powers, which are hereby incorporated herein by reference and made a part hereof, including the following, be construed in the broadest possible manner:

(1) Power to retain, without regard to diversification of investments, for such period as he shall deem proper any property transferred to him by the grantor or otherwise added to the trust fund including specifically, shares of stock or other securities of any corporation, including any corporation the grantor shall control or be an officer, director or employee of, and interests in any business or businesses the grantor may own, operate or be associated with, even to the extent that the trust

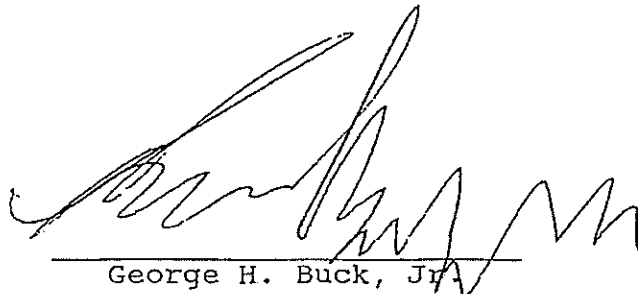


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covenants or agreements relating to the property so leased or to any improvements then or thereafter erected thereon; to insure against loss by fire or other casualty; to make partition or enter into any agreements of partition of any real property which, or any interest in which, shall at any time constitute part of the trust, and to give or receive money or other property for equality of partition. The trustee shall also have power to make ordinary and extraordinary repairs and alterations to any building, to raze existing buildings, to erect new buildings and to make other improvements.

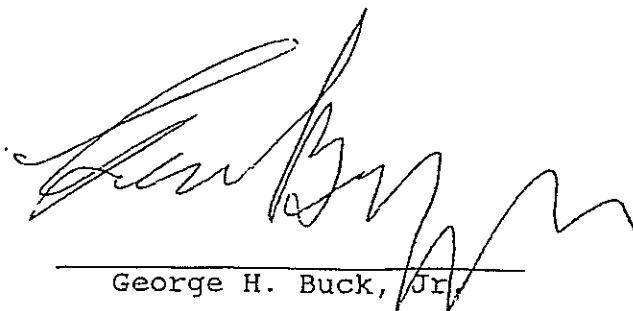
(14) Power to permit any person having any interest in the income of any trust hereby created to occupy any real property, condominium or cooperative apartment forming part of such trust upon such terms as the trustee shall deem proper, whether rent free, or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(15) Power to continue to operate or to permit the continuation of any business, incorporated or unincorporated, which the grantor may own or in which the grantor may have any interest for such period of time as the trustee shall in his absolute discretion deem advisable; to determine the manner and degree of his active participation in the operation and management of such



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business; to enlarge, diminish or change the scope or nature of the operation of such business; to employ, to retain and to discharge personnel; to delegate all or any of the powers, authorities or discretion concerned under this subdivision to agents, including any employee of such business; to employ attorneys, accountants or consultants; to enter into and perform contracts in connection with such business; to purchase, to take options to purchase and to lease property, real or personal; to borrow as required for the operation of said business or for capital improvements; to pledge any assets of such business as collateral; to act as or to select other persons to act as the directors and officers of said business; to exchange any assets of said business for stock or other securities or forms of indebtedness of any corporation; to sell and dispose of such business as a going concern or to liquidate it in whole or in part upon such terms and conditions as shall be deemed advisable; to merge or to consolidate said business with any other business; and to invest additional sums in any such business even to the extent that trust funds may be invested largely or entirely, or nominally or not at all, in any such business. The trustee shall not be liable to anyone whomsoever for any loss occasioned by the retention of such business or resulting from any action taken or omitted to be taken by him in good faith




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The trustee shall not be required with respect to the trusts hereby created to render annual or periodic accounts to any court or to any beneficiary.

In any proceeding relating to this trust agreement or the trusts or other funds created by this trust agreement where a party to the proceeding has the same interest as a person under a disability (by reason of being a minor, an incompetent, an incapacitated person, or otherwise), it shall not be necessary to serve the person under a disability.

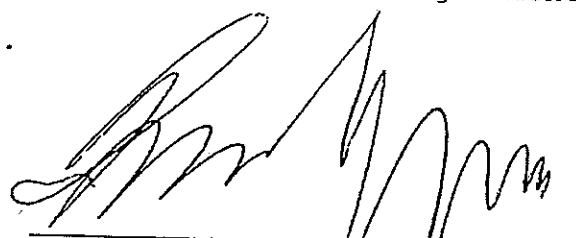
LASTLY: The trustee by joining in the execution of this agreement acknowledges receipt of the property set forth in Schedule A hereto annexed and accepts the trusts hereby created and covenants that he will faithfully discharge all the duties of the office of trustee.

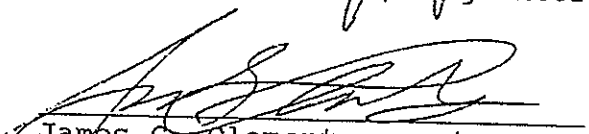
IN WITNESS WHEREOF, the parties have executed this agreement as of the 17th day of August, 1999.



Unofficial Witness

Name: SUZANNE M. BROWNE

Telephone No. (504) 585-3200


George H. Buck, Jr., as grantor


James G. Clements, as trustee


George H. Buck, Jr.