

**CERTIFICATE OF TRUST OF THE
RUBEN M. SMITH REVOCABLE LIVING TRUST**

THIS CERTIFICATE OF TRUST is made and entered into on this the 22 day of October, 1997, by and between Ruben M. Smith, Grantor, and Ruben M. Smith and Bettie R. Smith, Trustees of the Ruben M. Smith Revocable Living Trust, in accordance with the provisions of Miss. Code Ann. § 91-9-7. Some of the pertinent provisions of the Ruben M. Smith Revocable Living Trust Agreement are as follows:

- (a) The name of the trust is Ruben M. Smith Revocable Living Trust ("Trust").
- (b) The street and mailing address of the office of the Trust is 4320 Nail Road, Olive Branch, Mississippi 38654. The Initial Trustees of the Trust are Ruben M. Smith and Bettie R. Smith. The street and mailing address of the Trustees is 4320 Nail Road, Olive Branch, Mississippi 38654.
- (c) The Grantor of the Trust is Ruben M. Smith. The mailing address for the Grantor is 4320 Nail Road, Olive Branch, Mississippi 38654.
- (d) The real property owned or conveyed to the Trust is described in Schedule "A" attached hereto.
- (e) The anticipated date of termination of the Trust is upon the death of the grantor and the distribution of all assets of the trust to the beneficiaries.
- (f) The Trust grants the Trustee all powers set forth under the Trustees' or Fiduciaries' Powers Acts, or their equivalent, of the state where the Trustee resided or is situated, in addition to other additional enumerated powers including the following powers:

1. Real Estate Powers

STATE MS. - DE SOTO CO. *[Signature]*
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W.E. DAVIS CH. CLK.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement.

My Trustee may grant or release easements and other interest with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixture comprising a part of the trust property or the income therefrom.

2. Oil, Gas, Coal, and Other Mineral Powers

My Trustee may do all things necessary to maintain in full force and effect any oil, gas, coal and other mineral interests comprising part or all of the trust property.

My Trustee may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the trust property.

My Trustee may buy or sell undivided interest in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interest in other properties or for services.

My Trustee may execute oil, gas, coal, and other mineral leases on such terms as my Trustee may deem proper, and may enter into pooling, utilization, repressurization, and other

types of agreements relating to the development, operation, and conservation of mineral properties.

Any lease or other agreement may have a duration that my Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

My Trustee may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper.

My Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

My Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interest, and may pay the cost of such services from the principal or income of the trust property.

My Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, utilizing, representing, or disposing of any mineral interest.

IN WITNESS WHEREOF, this Certificate of Trust has been executed by the parties hereon on the day and year first written above.

GRANTOR

Ruben M. Smith
Ruben M. Smith

TRUSTEES

Ruben M. Smith
Ruben M. Smith

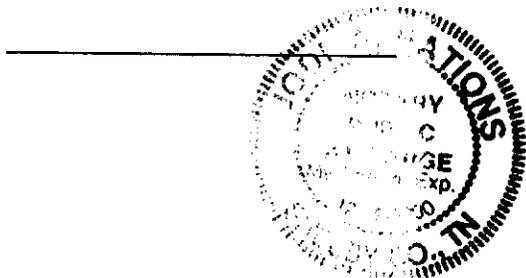
Bettie R. Smith
Bettie R. Smith

Tennessee
STATE OF ~~MISSISSIPPI~~
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of October, 1997, within my jurisdiction, the within named Ruben M. Smith who acknowledged that he is Grantor and Co-Trustee of the Ruben M. Smith Revocable Living Trust, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

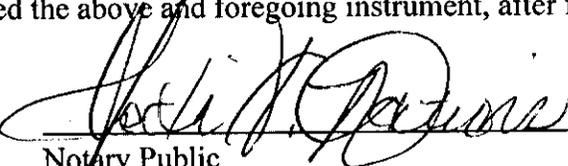
[Signature]
Notary Public

My Commission Expires:



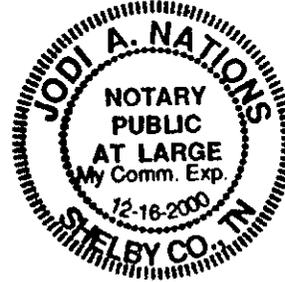
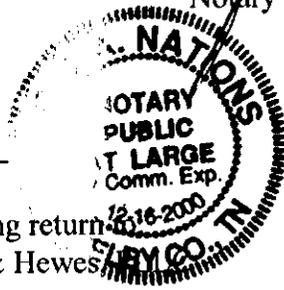
STATE OF ~~MISSISSIPPI~~ ^{Tennessee}
COUNTY OF ~~MISSISSIPPI~~ ^{Shelby}

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of October, 1997, within my jurisdiction, the within named Bettie R. Smith who acknowledged that she is Co-Trustee of the Ruben M. Smith Revocable Living Trust, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.



Notary Public

My Commission Expires:



Prepared by and after recording return to:
Brunini, Grantham, Grower & Hewes
Attn: Regina Proctor
P.O. Drawer 119
Jackson, MS 39205
Telephone: 601/948-3101

RECORDING INSTRUCTIONS TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

The property described in this instrument is located in Lot 10, Section "E", Southmanor Estates North Subdivision, Section 35, Township 1 South, Range 7 West, DeSoto County, Mississippi. Please index accordingly in your sectional index.

SCHEDULE "A"

Lot 10, Section "E", Southmanor Estates North Subdivision, Section 35, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per Plat Book 46, Page 46, in the office of the Chancery Clerk, DeSoto County, Mississippi.