

P Book 85 Pg 796

CERTIFICATE OF TRUST FOR THE ANDREW J. THOMPSON  
AND SARAH R. THOMPSON LIVING TRUST DATED JUNE 6, 2000  
ANDREW J. THOMPSON AND SARAH R. THOMPSON, CO-TRUSTEES

Comes now Andrew J. Thompson and Sarah R. Thompson, Grantors and Co-Trustees, who file this Certificate of Trust for the Andrew J. Thompson and Sarah R. Thompson Living Trust, dated June 6, 2000, who would show the following, to-wit:

Name: The Andrew J. Thompson and Sarah R. Thompson Living Trust dated June 6, 2000.

Co-Trustees: Andrew J. Thompson and Sarah R. Thompson

Street And Mailing Address of Grantors and Trustees:

7617 Winners Circle West  
Southaven, Mississippi 38671

Legal Description of all interest in Real Property owned by or conveyed to the Trust:

Lot 90, Central Park, Section B, in Section 29, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 68, Page 19, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Anticipated Date of Termination of the Trust: The death of both grantors..

The General Powers of Trustees:

The general powers of the Trustees are shown on Addendum attached hereto as Exhibit "A".

WITNESS our signatures this the 23rd day of June, 2000.

STATE MS. - DESOTO CO.  
FILED

JUN 27 9 40 AM '00

Andrew J. Thompson  
Andrew J. Thompson, Grantor and Co-Trustee

Sarah R. Thompson  
Sarah R. Thompson, Grantor and Co-Trustee

STATE OF MISSISSIPPI PK. 85 796  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority at law in and for said county and state, on this 23rd day of June, 2000, within my jurisdiction, the within named Andrew J. Thompson and Sarah R. Thompson who acknowledged that they executed the above and foregoing instrument.

Priscilla D. Counce  
Notary Public  
PRISCILLA D. COUNCE, DESOTO COUNTY, MS  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 24, 2003  
BONDED THROUGH ALL NOTARY SERVICE

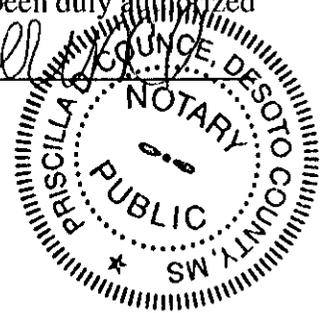
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of June, 2000, within my jurisdiction, the within named Andrew J. Thompson and Sarah R. Thompson, who acknowledged that they are Co-Trustees of Andrew J. Thompson and Sarah R. Thompson Living Trust dated June 6, 2000 and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized to do so.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

~~MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 24, 2003  
BONDED THRU STEGALL NOTARY SERVICE~~



## POWERS OF TRUSTEE

The term "Grantor" as used herein shall be construed to include "Grantors" if there are two or more Grantors.

1. *Retention of Existing Investments.* To retain and hold in or as a part of the trust estate any investment or other property acquired from Grantor or Grantor's estate, with full power, nevertheless, to change and vary the form of any investment from time to time as the Trustee shall deem best.

2. *Operation of Business Owned by Grantor.* To continue and operate any business owned by Grantor and to do all things deemed advisable in connection therewith, including the power to incorporate or otherwise change the form of the business and to put additional capital into it, as Trustee may deem best.

3. *Management and Operation of Real Estate.* To manage, operate, repair and improve, and to rent or lease, regardless of the length of the term, any real estate forming a part of the trust estate. Trustee shall have the power to do all things necessary or advisable in connection with the management and operation of any farm or ranch properties, and any natural resource properties.

4. *Investments.* To open and maintain accounts with stock brokerage firms, and to execute all documents necessary for the opening and maintenance thereof, and on behalf of the Trust to invest the trust estate in, and to buy, sell, and trade:

a. Stocks, bonds, notes, options (including puts and calls, and whether or not covered by like securities held in the brokerage account), and other securities of any nature (including short sales, and sales on margin), and for such purposes Trustee may maintain and operate margin accounts with brokers, and may borrow money from any brokerage firm and pledge any securities held or purchased by Trustee to such brokers as security for loans and advances made to the Trustee; and

b. Any other real or personal property, including (but not limited to) precious metals or stones, commodities and commodity interests, interests in oil, gas, and mineral wells, mines, and leases, shares or interests in investment trusts and common trust funds, leaseholds or undivided fractional interests in real estate, and interests in general or limited partnerships; as Trustee may deem advisable, even though such investments may not be of the character generally deemed permissible for investments by fiduciaries. Investments need not be diversified and may be made or retained with a view to possible increase in value. Trustee may at any time hold cash or readily marketable securities of low yield for such period as Trustee may deem advisable. The Trustee is authorized to appoint one or more investment managers to manage all or any part of the assets of the Trust, and to pay reasonable compensation to any such investment manager. Trustee may delegate to an investment manager the power to acquire and dispose of assets, and investment discretion.

5. *Exercise of Conversion Rights.* To exercise any rights and privileges to convert investments or other property into other investments or other property and to subscribe for additional securities, and to hold any assets so acquired as investments of the trust estate.

6. *Voting of Securities.* To vote in person or by proxy on any stocks or other securities held by Trustee.

7. *Registration of Securities or Property.* To cause to be registered in

Trustee's name, individually or as Trustee, or in the name of a nominee, any securities or other property from time to time held by Trustee, or to take and keep them unregistered, and to retain them or any part thereof in such condition that they will pass by delivery.

8. *Corporate Transactions.* To join in, or to dissent from and to oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which Trustee may be interested as Trustee upon such terms and conditions as Trustee may deem wise, and to accept any securities which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same.

9. *Purchase, Sale and Disposition of Property.* To purchase, sell, exchange, convey or dispose of, or to acquire or grant options with respect to, any property, real or personal, and any purchase or sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as Trustee may deem best, and no person dealing with Trustee shall be bound to see to the application of any monies paid.

10. *Right to Borrow and Provide Security.* To borrow money from any financial institution or source of financing deemed appropriate by Trustee, for any purpose connected with the protection, preservation or improvement of the trust estate, whenever in Trustee's judgment advisable, and as security therefor to encumber or pledge any property forming a part of the trust estate upon such terms and conditions as Trustee may deem advisable. Trustee shall have the power to expend funds of the trust estate for the purpose of repayment of indebtedness secured by encumbrance or pledge of property forming a part of the trust estate. Trustee may pledge or encumber assets of the trust estate to collateralize the loans or other obligations of any Grantor or other beneficiary hereunder and may act as a co-borrower or guarantor with respect to loans and obligations of Grantor or any other beneficiary hereunder.

11. *Right to Make Conveyances and Encumbrances.* To make, execute, acknowledge and deliver any and all deeds, leases, and assignments and other legal instruments necessary or proper to carry out the provisions of this Agreement; and to pledge, mortgage and encumber any and all assets of the trust estate for any purpose, at any time, from time to time, on any terms and in any manner as the Trustee may, in Trustee's sole discretion, deem advisable and appropriate.

12. *Loans to Grantor's Estate.* To lend funds of the trust estate to Grantor's estate, upon such terms and conditions as Trustee shall approve.

13. *Life Insurance Policies.* To acquire as an asset of the trust estate one or more life insurance policies on the lives of any persons to whom the income of the trust is then payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as Trustee may deem advisable; to pay premiums on all policies, from income or principal or both (other than income or principal of the Survivor's Trust, if any such Trust be established hereunder), as Trustee may determine and any such insurance shall be payable to, and all incidents of ownership shall be vested in, Trustee.

14. *Insurance Proceeds; Options.* To permit the proceeds of any insurance policy payable to Trustee, or any part of such proceeds, to remain with the company under any option available under the terms of such policy, and Trustee shall not be liable for any loss resulting to the trust estate by reason of having permitted such retention.

15. *Establishment of Reserves.* To establish, from rents, profits and

other income, such reserves for taxes, assessments, insurance, repairs, improvements, depreciation and maintenance of buildings and other property, as Trustee shall deem advisable and consistent with the purposes of Grantor.

16. *Distribution in Cash or Property.* Except as otherwise expressly provided elsewhere herein, to make any division or distribution in cash or in kind, or partly in cash and partly in kind, on the basis of market values at the time of such division or distribution, or if there be no recognized market value, at the fair value thereof. Any determination of recognized market value or fair value of any security or property made by Trustee for the purposes hereof shall be deemed presumptively correct.

17. *Payment of Expenses.* To pay any and all expenses, costs, fees (including Trustee's own fees), taxes, penalties or other charges and except as otherwise expressly provided herein to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of any trust.

18. *Allocations Between Principal and Income.* To determine, in case of doubt, how any money or other property received, or any gain or loss realized or incurred, shall be allocated as between income and principal, and to apportion between income and principal any loss or expenditure in connection with the trust estate, as Trustee may deem just, except that: (1) in the case of securities purchased at a discount the entire subsequent sale price or maturity value shall be credited to principal; (2) in the case of securities purchased at a premium, the premium shall be charged against principal without amortizing the same. Only the interest component of installment payments received on notes or contracts receivable shall be deemed to be income.

19. *Reliance on Furnished Information.* To rely upon any information, affidavit, certificate, letter, notice, telegram, or other document, or upon any telephone conversation believed by Trustee to be genuine and sufficient.

20. *Employment of Others.* To employ agents, attorneys, investment advisors, and other persons whose services may be required or advisable in the administration of the trust estate and to pay them reasonable compensation.

21. *Arbitration of Differences.* To submit to final arbitration any matter of difference with others.

22. *Settlement and Enforcement of Claims.* To compromise, compound and settle any obligation due to or from the trust estate (including Grantor's estate where appropriate); to reduce the rate of interest on, and to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation; to enforce or to abstain from the enforcement of any right, obligation or claim; and to abandon, if in Trustee's absolute discretion Trustee shall deem it advisable, any property, real or personal, which may at any time form a part of the trust estate and of the beneficiaries thereof, either before or after default.

23. *Depositories and Investment of Cash.* To create and maintain and invest in savings accounts, checking accounts, certificates of deposit, money market funds, and all other forms of cash reserves and deposits, including safety deposit boxes, whether or not interest bearing, and to maintain said cash accounts and reserves with any institution or depository deemed appropriate by the Trustee. If the office of Trustee is held by Co-Trustees, and all Co-Trustees shall so instruct the depository, checks and withdrawals may be signed and made by any one Co-Trustee without the co-signature of any other Co-Trustee. Such accounts and deposits shall be titled in the name or names designated by the Trustee.

24. *Deputy Trustees.* To appoint a Deputy Trustee or Deputy Trustees, to function as would the Trustee in connection with any cash accounts or reserves including the authority to make deposits to and withdrawals from such cash accounts and reserves. All Deputy Trustees shall serve at the pleasure of the Trustee, and may be removed from office by the Trustee at any time, for any reason deemed sufficient by the Trustee.

25. *Delegation of Powers to Certain Co-Trustees.* Whenever the office of Trustee is held by Co-Trustees, the Co-Trustees may by unanimous written agreement delegate the authority and responsibility for exercise of certain of these powers, and the authority to perform certain duties and responsibilities of the Trustee (including but not limited to the signing of checks; providing orders to securities brokers or investment advisors, and the execution of any documents) to one or more designated Co-Trustees. Any document executed by fewer than all of the Co-Trustees in conformity with the provisions of this Paragraph shall be binding upon this Trust, its Trustee, its trust estate, and all beneficiaries hereunder. Whenever evidence of delegation of authority under the provisions of this Paragraph has been furnished to a party, such party may thereafter, until and unless written notice to the contrary from any Grantor or Co-Trustee is actually received by such party, conclusively presume that all acts and transactions of the Co-Trustee or Co-Trustees to whom such authority was delegated (so long as they are within the scope of the delegation of authority) have in all respects been duly and regularly authorized and all consents required under the provisions of Paragraph 26 below with respect to such acts and transactions have been properly obtained.

26. *Exercise of These Powers by Co-Trustees.* Whenever the office of Trustee is occupied by two Co-Trustees, such Co-Trustees must exercise the powers of Trustee by unanimous consent. If at any time the office of Trustee shall be held by more than two Co-Trustees, and such Co-Trustees shall be unable to agree with respect to any matter relating to the administration of this Trust, the decision and actions of a majority of the Co-Trustees shall be controlling.