

STATE OF MISSISSIPPI DEPT. OF REVENUE

MAR 21 10 56 AM '02

CERTIFICATE OF TRUST

The undersigned Grantor and Primary Trustee hereby certify the following:

1. This Certificate of Trust contains statements relating to the Cheri C. Wages Trust Agreement dated March 28, 2001, (the "Trust"), a revocable grantor trust established by inter vivos trust agreement (the "Trust Agreement") executed by the Grantor and the Trustee.

BK 93 PG 439
W. E. DAVIS CH. CLK.

2. The name and address of the Grantor are:

CHERI C. WAGES
10485 Bentbrooke

Lakeland, TN 38002

3. The name and address of the Trustee who is authorized at present to act as primary trustee pursuant to and under the Trust Agreement are:

Primary: CHERI C. WAGES
10485 Bentbrooke

Lakeland, TN 38002

4. If the Primary Trustee is deceased, is incapacitated, resigns or is otherwise unwilling or unable to act as trustee, then the name(s) and address(es) of all trustee(s) who are authorized to act as successor trustee(s) pursuant to and under the Trust Agreement at the time of the execution of this Certificate of Trust are:

First Successor: WALTER L. WAGES
10485 Bentbrooke

Lakeland, TN 38002

Second Successor: STEPHEN D. FRY
1181 Vickery Lane #101

Cordova, TN 38016

5. The trustee(s) are authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments the Trust assets, including real and personal property including but not limited to stocks, bonds, funds, accounts, and cash.

Cheri C. Wages Trust Agreement Dated March 28, 2001
Certificate of Trust
Page 2

- 6. The Grantor and Primary Trustee hereby represent that the statements contained in this Certificate of Trust are true and correct, and that no provisions in the Trust Agreement or amendments to the Trust Agreement exist which limit the powers and authority of the trustee(s) to sell, convey p[ledge, mortgage, lease, manage, operated, control, transfer title, divide, convert, allot or sell upon deferred payments the Trust assets, including real and personal property.
- 7. The Trust Agreement has not been altered, amended, modified or revoked in any manner which would cause the statements and representations in this Certificate of Trust to be incorrect. The Trust Agreement and this Certificate of Trust are being signed by all currently acting trustee(s) of the Trust.
- 8. Pursuant to Tennessee Code Annotated Section 26-4-101, this Certificate of Trust shall be duly registered with the Register's Office of the County which is the situs of the Trust and such duly registered Certificate of Trust shall constitute notice to any creditor of any beneficiary of any trust created by or pursuant to the Trust Agreement that those certain trust hereby declared and created by or pursuant to the Trust Agreement are Spendthrift Trust(s).

Cheri C. Wages
 CHERI C. WAGES
 Grantor and Primary Trustee

STATE OF TENNESSEE
 COUNTY OF SHELBY

Personally came before me this 18 day of March, 2002, the above named Cheri C. Wages, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
 Notary Public

My Commission Expires:
10/29/2002

Prepared by: Mid-America Title Agency, Inc.
 993 Cordova Station
 Cordova, TN 38018
 (901) 755-9674

