

CERTIFICATE OF TRUST AGREEMENT

The undersigned Trustees and Grantor of the herein described Trust, do hereby execute and deliver this Certificate of Trust pursuant to the provisions of Section 91-9-7 of the Mississippi Code of 1972, as amended:

(A) The name of the trust is the BRYAN C. BRISTER LIVING TRUST;

(B) The street and mailing address of the office, and the name and street and mailing address of the Trustees of the Bryan C. Brister Living Trust are:

Mary P. Brister and Bryan C. Brister  
4270 Jaybird Road  
Hernando, MS 38632

(C) The name and street and mailing address of the Grantor of the Bryan C. Brister Living Trust is:

Bryan C. Brister  
4270 Jaybird Road  
Hernando, MS 38632

(D) The legal description of all interests in real properties owned by or conveyed to the Trust are set forth on Exhibit "A" and made a part hereof.

(E) The anticipated date of termination of the Trust is twenty-one (21) years after death of the last to die of the Grantor and the Grantor's descendants in being at the date of this Agreement;

(F) The general powers granted to the Trustee are set forth on Exhibit "B" attached hereto and made a part hereof.

STATE MS.-DESOTO CO.  
FILED

JUN 3 11 18 AM '03

BK 198 PG 729  
W.F. DAVIS CH. CLK.

WITNESS THE SIGNATURE of the Trustees and the Grantor on this the 20<sup>th</sup> day of May, 2003.

Bryan C. Brister  
Bryan C. Brister, Grantor

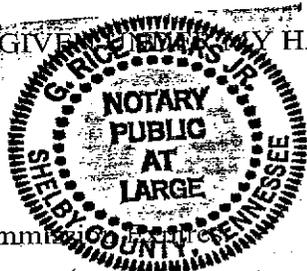
Mary P. Brister  
Mary P. Brister, Trustee

Bryan C. Brister  
Bryan C. Brister, Trustee

STATE OF TENNESSEE  
COUNTY OF SHELBY

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said jurisdiction, the within named Bryan C. Brister, who acknowledged that he is the Grantor mentioned in the within instrument, and he further acknowledged that in such capacities he signed, sealed and delivered the same as his voluntary act and deed, on the day and year and for the purposes therein mentioned.

GIVE BY MY HAND AND OFFICIAL SEAL, on this the 20<sup>th</sup> day of May, 2003.



G. Rice Evans, Jr.  
Notary Public

My Commission Expires

6-7-06

EXHIBIT "A"REAL PROPERTY CONVEYED TO  
THE BRYAN C. BRISTER LIVING TRUST

A one-half interest as tenant in common in and to the following described property located in DeSoto County, Mississippi:

PARCEL I:

10.01 acres in the northeast quarter and the northwest quarter of the northeast quarter of section 28, township 3, south range 7 west, in Desoto County, Mississippi more particularly described as follows:

Beginning at a point in the center of Jaybird Road, said point being 990.0 feet south and 685.0 feet east of the northwest quarter of section 28, township 3, south range 7 west; thence north 84 degrees, 30 minutes east, 1906.0 feet to a point; thence south 5 degrees, 30 minutes east, 232.64 feet to a point; thence south 84 degrees, 30 minutes west, 1843.0 feet to a point in the center of Jaybird Road; thence in a northwestwardly direction, 240.84 feet along the center line of said road to the point of beginning and being the same property conveyed by the deed in book 126 page 561.

Being the same property conveyed to Mary Agnes Perry Brister, by Deed of Gift of record in Book 267, Page 264 in the Warranty Deeds in the Office of the Clerk of DeSoto County, Mississippi.

PARCEL II:

27 acres more or less in the Northwest Quarter of Section 28, Township 3 South, Range 7 West described as follows:

Commencing at the Northwest corner of Section 28, Township 3 South, Range 7 West; thence South 990.0 feet to a point; thence N 84° 30' E 685.0 feet to a point in the center of Jaybird Road and the Northwest corner of the Brister 30 acre tract; thence N 89° 56' 24" E along the South line of Meadow Lake Estates Subdivision 550.98 feet to a 1-inch pipe set the true Point of Beginning of the herein described 27 acre tract; thence N 89° 56' 24" E along the South line of Meadow Lake Estates Subdivision 1355.02 feet to the Northwest corner of Cleveland Hills Subdivision; thence along the West line of Cleveland Hills Subdivision an extension thereof following the half section line S 00° 03' 42" E 711.0 feet to the Southeast corner of the Brister 30 acre tract; thence S 89° 56' 24" W (called S 84° 30' W) 1798.0 feet to a point in the center of Jaybird Road; thence Northwesterly along the center of said road 502.28 feet to a point (iron pipe set 40.47 feet East) at the Southwest corner of a 3.00 acre tract owned by Mary A. Brister; thence N 89° 56' 18" E 562.04 feet to an iron pipe set, the Southeast corner of the 3 acre tract; thence N 18° 21' 27" W 245.03 feet to the Point of Beginning containing 27 acres more or less.

Being the same property conveyed to Bryan C. Brister and wife, Mary Agnes Perry Brister, as tenants by the entirety with the right of survivorship and not as tenants in common by Deed of Gift of record in Book 293, Page 59 in the Warranty Deeds in the Office of the Clerk of DeSoto County, Mississippi.

PARCEL III:

Lots 11 and 12, Meadowlake Estates Subdivision in Section 28, Township 3, Range 7, Desoto County, Mississippi, as shown by the plat recorded in plat Book 15, Page 18-21 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to Bryan C. Brister and wife, Mary P. Brister, as tenants by the entirety with full rights of survivorship and not as tenants in common by Warranty Deed of record in Book 126, Page 564 in the Warranty Deeds in the Office of the Clerk of DeSoto County, Mississippi.

EXHIBIT "B"

## TRUSTEES' POWERS

The Trustees shall have all the powers, authority, privileges and immunities as provided and enumerated in Mississippi Code Annotated Section 91-9-101, including any amendments thereto, and the same is expressly referred to and incorporated herein by this reference. The Trustees shall have all the further powers, privileges and immunities reasonably required for the efficient administration of any trust created hereunder and the Trustees shall also have the power to do and perform all things and acts, and to deal with the Trust Estate or estates and each and every part thereof, as in the judgment and discretion of the Trustees, may be in the best interest of the Trust Estate or estates. The Trustees shall further have the additional power to vote stock, give proxies, pay assessments and other sums deemed by the Trustees to be necessary for the protection of the Trust Estate. The Trustees shall have the power to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations. In connection therewith, the Trustees shall have the power to deposit securities with, and transfer title to, any protective or other committee, under such terms as the Trustees may deem advisable. The Trustees shall have the power to exercise or sell stock subscription or conversion rights, and to accept and retain, as an investment, any securities or other property received through the exercise of any of the foregoing powers. The Trustees shall have the power to exercise any option to purchase stock under any stock option purchase plan, in which any deceased beneficiary is a participant, and to hold such option rights to the extent that any such option rights may be exercised by the Trustees, even though the stock involved is stock of a corporation which may be serving as corporate Trustees hereunder, regardless of the amount of such stock, or the percentage of the Trust Estate which may be invested in such stock, before or after any purchase under such option. The Trustees shall have the power to invest and reinvest principal and income, to purchase or acquire therewith every kind of property, real, personal or mixed including, without limitation, shares of one or more mutual funds, in any common trust funds administered by the Trustees, corporate obligations of every kind, and stock (any reference to "stock", "corporate", "corporation" or similar terms shall include limited liability company interest, general partnership interest, limited partnership interest or other business interest), preferred or common, which men of prudence, discretion and intelligence acquire for their own account; to make purchases and sales, outright or financed, by way of short sales, puts, calls, straddles, and sales against the box, on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts of future delivery, or other investment media, however speculative, and for the purpose of enabling the Trustees to exercise the powers granted under this subparagraph, to maintain and operate margin accounts, discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the Trustees in conjunction with any transactions permitted under this subparagraph. The Trustees are authorized to employ attorneys, accountants, investment managers, specialists and such other agents as the Trustees shall deem necessary or desirable. The Trustees shall have the authority to appoint an investment manager or managers to manage all or part of the assets of the Trust Estate, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustees may charge the compensation of such attorneys, accountants, investment managers, specialists and other agents and any other expenses against the principal or income of the Trust Estate in the Trustees' discretion. Nothing herein in this paragraph should be construed to limit the Trustees' authority as established in the Prudent Man Rule or Prudent Investor Rule. The Trustees shall have the power to hold assets in registered, bearer, physical, certificated or book entry, and may custody assets with any bank, trust company, or broker, any of which may be foreign or domestic, as well as with any central depository commonly used to custody assets of the type custodied which may also be foreign or domestic. All the above powers, as well as any other investment provisions contained in any trust hereunder, shall apply to foreign as well as domestic securities.

Regardless of any provision of this Trust, or any law to the contrary, the Trustees may retain for any period of time without limitations, and without liability for loss or depreciation of value, any property transferred to the Trustees, including but not limited to, interest in any business, limited liability company, real property, partnership interest (whether a general, special or limited) or other business organizations, regardless of whether the Trustees would otherwise deem such property as appropriate trust investments and though its retention might violate principles of investment diversification.

The Trustees' exercise or non-exercise of powers and discretion in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustees hereunder shall be required or privileged to see to its application. The certificate of the Trustees that the Trustees are acting in compliance with this instrument shall fully protect all persons dealing with the Trustees or any of them.

The Trustees shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust Estate. The Trustees shall not be required to give any bond or security, or make or subscribe to any oath, and shall not be required to file any inventory or accounting with any court, or obtain any periodic appraisals of real estate.

If for any reason the Trustees are unwilling or unable to act as to any out-of-state property, any person or qualified entity that has trust powers as the Trustees shall from time to time designate in writing shall act as special Trustees as to that property. Any person or such entity acting as special Trustee may resign at any time by giving written notice to the Trustees. Each special Trustee shall have the powers granted to the Trustees by this Trust, to be exercised only with the approval of the Trustees, to whom the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this Trust. The Trustees shall have the authority to terminate the appointment of any special Trustee at any time. No special Trustee hereunder shall be required to give any bond, security or to make or subscribe any oath or to file any inventory, settlement, or accounting with any court, notwithstanding any statute or rule of law to the contrary.

The Trustees shall have the power to use and expend the trust income and principal to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute or defend legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant, regardless of whether the trust or any fiduciary (individually or in a fiduciary capacity) is named as a party in any such controversy; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the Trustees under this paragraph may be charged against income or principal as the Trustees shall determine.

No Trustees shall be liable for any loss or depreciation in value sustained by the trust as a result of the Trustees retaining or acquiring any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless such Trustees contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

Notwithstanding any contrary provisions of this instrument, the Trustees may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustees against any claims filed against the Trustees as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder or any other similar law, rule or regulation of any state or jurisdiction.

Prepared by and Return to:  
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