

pa DEPT. OF REVENUE
pa DEPT. OF REVENUE
DEPT. OF REVENUE
THE CHANCERY CLERK

CERTIFICATE OF TRUST AGREEMENT

THIS CERTIFICATE OF TRUST AGREEMENT, made as of this 17th day of January, 2005, at Southaven, Mississippi, between Patton Lee Price (hereinafter referred to as "Grantor" and/or "Settlor") and Patton Lee Price (hereinafter referred to as "Trustee").

For the purpose of evidencing of record the existence of the PATTON LEE PRICE FAMILY TRUST ("Trust") and the power of the Trustee hereunder to hold and deal with the assets of said trust, this instrument is being executed pursuant to the intention of the original PATTON LEE PRICE FAMILY TRUST ("Trust").

The undersigned Settlor and Trustee, being first duly sworn on oath according to law, does hereby declare and certify the following:

1. This Affidavit of Trust relates to the PATTON LEE PRICE FAMILY TRUST, dated January 17, 2005 (the "Trust").

2. The name and address of the Grantor is:
1210 Haywood Drive, Southaven, MS 38671

3. The name and address of the Trustee empowered to act under the Trust at the time of the execution of this Certificate is:
Patton Lee Price
1210 Haywood Drive, Southaven, MS 38671

4. The name and address of the Successor Trustees are:
Co-Successor Trustees: BONNIE G. LYERLA, 2210 E. Lakeshore Dr, Taylorville, IL 62568
LAURA AKERS PHILLIPS, 775 Steele Road, Hernando, MS 38632

5. The Anticipated date of Termination of this trust shall be: Upon final disbursement to beneficiaries following the death of Patton Lee Price

6. The real property to be conveyed into this Trust in DeSoto County, Mississippi is described as follows:

Lot 1, Thweatt Subdivision, situated in Section 2, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 2, Page 39, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

7. The trustee(s) are authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control transfer title, divide, convert or allot the trust property, including real and personal property including but not limited to securities of all kinds, and to sell upon deferred payments, except as limited by the following (if none, so indicate): NONE

- 8. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property including but not limited to securities of all kinds. Any person may rely upon this Certificate of Trust as evidence of the existence of said Trust Agreement, and is relieved of any obligation to verify that any transaction entered into by a Trustee of successor Trustee thereunder is consistent with the terms and conditions of said Trust Agreement.
- 9. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This trust is being signed by all currently acting trustees of the trust.

Patton Lee Price
Signature of Grantor

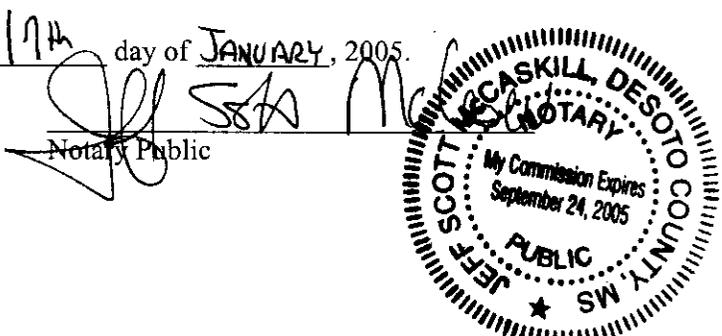
Patton Lee Price
Signature of Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, Patton Lee Price, the within named Grantor/Settlor, with whom I am personally acquainted, or proved to me on this basis of satisfactory evidence, and who acknowledged that he executed and delivered the foregoing instrument on the date therein mentioned and for the purposes therein contained.

Sworn to and subscribed before me this the 17th day of JANUARY, 2005.

My Commission Expires: 9/24/2005

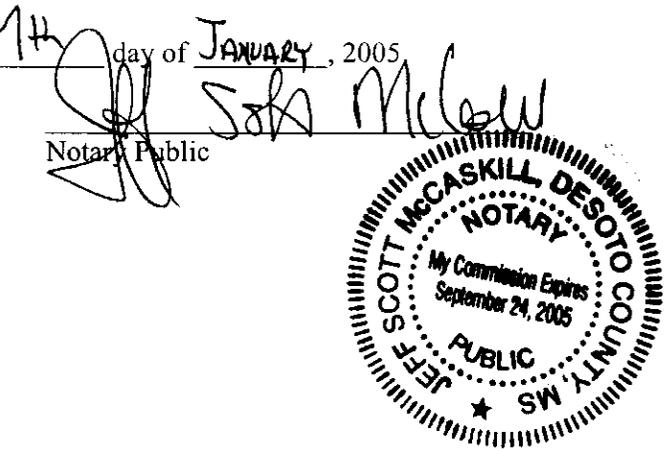


STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, Patton Lee Price, the within named Trustee of the The Patton Lee Price Family Trust, with whom I am personally acquainted, or proved to me on this basis of satisfactory evidence, and who acknowledged that he executed and delivered the foregoing instrument on the date therein mentioned and for the purposes therein contained, after having been duly authorized so to do.

Sworn to and subscribed before me this the 17th day of JANUARY, 2005.

My Commission Expires: 9/24/2005



After Recording, Return To:
Baskin, McCarroll, McCaskill & Campbell PA
PO Box 190
Southaven, MS 38671
(662) 349-0664
File No: 0120 Initials: _____