

CERTIFICATE AND ABSTRACT OF TRUST AGREEMENT

THIS AGREEMENT is made and entered into by and between Robert J. Mims and Julie F. Mims, both of Oxford, Lafayette County, Mississippi, hereinafter referred to individually as "husband" and "wife," respectively, and referred to jointly as the "trustors," and themselves in their co-capacity hereunder as "trustee" of the Mims Family Educational Trust, dated May 9, 2006.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Description of Trust.** The parties hereto desire to confirm the establishment of a revocable trust on May 9, 2006, and amendments thereto, for the benefit of trustors and containing among others, the following provisions.
2. **Initial Trustees.** The trustors are designated as trustees, to serve until their death, resignation or incompetence and either shall have plenary powers over the entirety of the assets in the Trust, being empowered to act with full authority on behalf of the Trust in any manner.
3. **Successor Trustees.** Upon removal of both the trustees for whatever reason, the successor trustee shall be Ruth Ann Ferguson. Upon the death, resignation, or incapacity of Ruth Ann Ferguson, the successor trustee shall be Caroline Mims. Upon the death, resignation, or incapacity of Caroline Mims, the successor trustee shall be Jeff Ferguson.
4. **Power to Amend the Trust.** The trustors retain the unlimited right to amend, revoke or terminate the entire trust, retaining the right to an unlimited amount of income and principal.
5. **Trustee's Powers.** The trustees, or the successor trustee, shall have the power and authority to manage and control the trust property in such manner as the trustees or successor trustee may deem advisable, and they shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the trustees were the absolute and unqualified owners of same, including, but not limited to the following:
 - A. **Power to Manage Trust Property.** The power to grant, exchange, lease, sell and convey, and warrant real and personal property.
 - B. **Power to Borrow.** The power to borrow money and to obligate the trust estate by mortgage, deed or trust, pledge or otherwise.

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C. Power to Invest. The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks preferred or common, to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts, to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause includability of any irrevocable trust in the estate of a trustee.

D. Power to Delegate. To perform or to delegate to any trustee or non-trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place, containing property of this trust.

6. Distribution after Death of the Trustors. Following the death of the last trustor, the trust continues or is distributed in whole or in part for the benefit of other named beneficiaries according to the terms of the trust.

7. Checking and Savings Accounts. The trustee, or either of them if both of the trustors are serving as trustees, may add money to or withdraw money from any savings or checking account owned by the trust in any financial institution.

8. Real and Personal Property. All personal property transferred into the trust shall remain personal property and all real property transferred into the trust shall remain real property.

9. Trustee's Power to Transfer Assets. Unless otherwise indicated to a prospective transferee, the trustee has full power to transfer assets held in the name of the trust, and subsequent transferees shall be entitled to rely upon such transfers, provided the chain of title is not otherwise deficient.

10. Governing Law. This trust shall be governed by the laws of the State of Mississippi.

11. Spendthrift Provision. This trust contains a spendthrift provision.

12. Trust Agreement to Govern. The use of this Certificate and Abstract of Trust Agreement is for convenience only, and the Trust Agreement is solely controlling as to provisions and

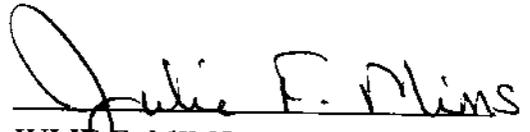
interpretations, and any conflict between this instrument and the Trust Agreement shall be decided in favor of the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Abstract of Trust Agreement, this the 9th day of May, 2006.

TRUSTORS:



ROBERT J. MIMS



JULIE F. MIMS

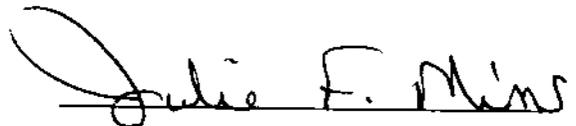
ADDRESS AND TELEPHONE NUMBER OF TRUSTORS:

709 Quiet Valley Cove
Oxford, Mississippi 38655
(662) 234-4279

TRUSTEES:



ROBERT J. MIMS



JULIE F. MIMS

ADDRESS AND TELEPHONE NUMBER OF TRUSTEES:

709 Quiet Valley Cove
Oxford, Mississippi 38655
(662) 234-4279

Prepared By:

Robert J Mims, Esquire
P.O. Box 1396
Oxford, MS 38655
662-232-8979

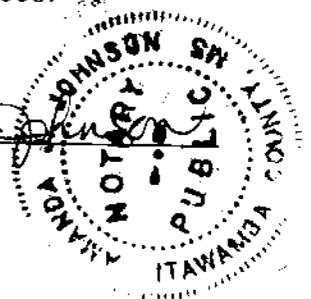
STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for the jurisdiction aforesaid, the within named Robert J. Mims and Julie F. Mims, Trustors and Trustees, who acknowledged that they signed and delivered the above and foregoing Certificate and Abstract of Trust Agreement on the day and in the year therein mentioned as their voluntary act and deed and for the purposes recited therein and in their respective capacities after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL this the 9th day of May, 2006.

Amanda J. Johnson
NOTARY PUBLIC



My commission expires:

AMANDA J. JOHNSON
Mississippi Statewide Notary Public
My Commission Expires March 31, 2014