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OK P BK 144 PG 223  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This instrument was prepared by and mail to:

William L. Montague, Esq.  
FROST BROWN TODD LLC  
2200 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202  
(513) 651-6920

## **MEMORANDUM OF TRUST**

[De Soto County, Mississippi property]

On November 13, 1998, **FRANK P. SMITH, JR.** as Grantor, and **GREGORY L. SMITH** and **GARY P. SMITH**, collectively as Trustee, entered into the **SMITH FAMILY IRREVOCABLE TRUST AGREEMENT**, which was amended by **WILLIAM L. MONTAGUE**, the Trust Advisor designated under that Trust Agreement, by First Amendment to Trust Agreement dated February 27, 2003, and amended again on April 11, 2011 (collectively, as amended, the "Trust Agreement"). Under Paragraph 2.1 of the Trust Agreement, a separate trust was created for the primary benefit of **GREGORY L. SMITH** and his issue, and a separate trust was created for the primary benefit of **GARY P. SMITH** and his issue, and both of **GREGORY L. SMITH** and **GARY P. SMITH** were designated as co-trustees of both of those separate trusts. On February 26, 2011, **GARY P. SMITH** resigned as co-trustee of the separate trust established for the primary benefit of **GREGORY L. SMITH** under the Trust Agreement, thereby making **GREGORY L. SMITH** the sole trustee of the separate trust established for the primary benefit of **GREGORY L. SMITH** under the Trust Agreement.

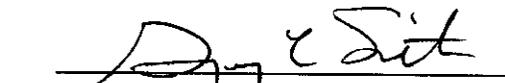
**GREGORY L. SMITH**, as the sole Trustee, executes this Memorandum of Trust in accordance with Mississippi law.

1. **Name of Trust.** The name of the trust is the Gregory L. Smith GST Nonexempt Trust created under the Smith Family Irrevocable Trust Agreement dated November 13, 1998.
2. **Address of Trustee.** The address of the Trustee is 14348 Hamilton Street, Omaha, Nebraska 68154.
3. **Date of Execution.** The trust was executed on November 13, 1998, amended on February 27, 2003, and amended again on April 11, 2011.

4. **Successor Trustees.** If **GREGORY L. SMITH** ceases to act as trustee of Greg's Trust at any time, because of his death, disability, resignation or for any other reason, the successor trustee shall be one or more individuals or corporate trustees designated by **GREGORY L. SMITH** in an acknowledged written instrument filed with the records of the trust, either before or after the date such vacancy occurs. If **GREGORY L. SMITH** fails to designate a successor trustee of Greg's Trust prior to the date which is 30 days after the date such vacancy occurs, **LISA V. SMITH** shall be the successor trustee of Greg's Trust. If **LISA V. SMITH** ceases to act as trustee of Greg's Trust at any time, because of her death, disability, resignation or for any other reason, the successor trustee of Greg's Trust shall be one or more individuals or corporate trustees designated by **GREGORY L. SMITH** in an acknowledged written instrument filed with the records of the trust, either before or after the date such vacancy occurs. If **GREGORY L. SMITH** fails to designate a successor trustee of Greg's Trust prior to the date which is 30 days after the date such vacancy occurs, **BANK OF AMERICA, N.A.** (through its **MERRILL LYNCH TRUST COMPANY** division), or its successor, shall be the successor trustee, subject to the power and authority of the Investment Advisor and the Advisory Committee when each is authorized to act under this Trust Agreement. If any corporate trustee fails or ceases to serve as trustee of Greg's Trust at any time, a majority in beneficial interest of the then living children of **GREG** shall appoint as successor trustee any bank or trust company authorized to administer personal trusts, subject to the power and authority of the Investment Advisor and the Advisory Committee when each is authorized to act under this Trust Agreement. During the period when a bank or trust company shall be serving as trustee of Greg's Trust, a majority in beneficial interest of the then living children of **GREG** may at any time, and from time to time, remove the trustee of his or her separate trust and appoint as successor trustee any bank or trust company authorized to administer personal trusts, subject to the power and authority of the Investment Advisor and the Advisory Committee when each is authorized to act under this Trust Agreement. Under no circumstances may Grantor or **NANCY B. NEW** be a trustee under this Trust Agreement.
5. **Trustee's Powers.** In administering the trust, the Trustee shall have all of the Trustee powers and discretions conferred upon such Trustee by the laws of the State of Ohio as well as any powers that are conferred upon the Trustees by the Trust Agreement. Without limiting the generality of this grant, the Trustees shall expressly have the following powers set forth in Paragraph 4.1 of the Trust Agreement:
- (a) To sell, exchange, assign, transfer and convey, with or without warranty, any security or property, real or personal, held in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the trustee may deem advisable.
  - (b) To invest and reinvest in such stocks, bonds and other securities and properties as the trustee may deem advisable, including but not limited to real estate.

- (c) To employ a licensed real estate broker or brokers in connection with the sale of real property held in any trust established hereunder, and to pay a real estate brokerage commission for services rendered by the broker or brokers effecting such sale.
- (d) To make, execute and deliver all contracts, deeds, assignments, insurance contracts, powers and other instruments, and to perform, in general, any and all matters for the preservation and management of any trust assets which the trustee may deem advisable.
- (e) To lease any real estate (with or without the privilege of purchase) for such term or terms and upon such conditions and rentals and in such manner as the trustee may deem advisable, including any lease for the exploration or removal of minerals or other natural resources, and any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the duration of any trust; to make ordinary or extraordinary repairs, replacements and improvements, structural or otherwise, to any such real estate; to subdivide or develop real estate, to dedicate it to public use and to grant easements as the trustee may deem proper; and to set aside income for a depreciation or depletion reserve as the trustee may deem advisable.
- (f) To borrow such amount or amounts of money (from the trustee individually or from any other person, firm or corporation) upon such terms and conditions as the trustee may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give secured or unsecured notes therefore with or without powers of attorney to confess judgment; and to secure the payment of such loan or loans by a pledge or mortgage of any or all of the trust assets.
- (g) To pledge or mortgage any or all of the trust assets to secure the payment of any loan or obligation of Grantor.

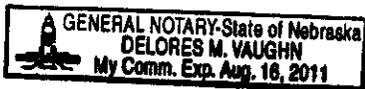
Grantor and Trustees have executed this Memorandum of Trust this 19<sup>TH</sup> day of April, 2011.

  
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GREGORY L. SMITH,  
Trustee

STATE OF Nebraska )  
COUNTY OF Douglas ) SS:

Acknowledged, subscribed and sworn to before me by **GREGORY L. SMITH**, this 19<sup>th</sup>  
day of April, 2011.

My commission expires: 8-16-2011.



Delores M. Vaughn  
Notary Public