

Prepared by and after recording return to:
Edward T. Autry, Esq.
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Mississippi Bar No. 10597

CERTIFICATE OF TRUST

This Certificate of Trust is made and entered into by the undersigned duly appointed qualified and serving trustee of the **Suzanne Peters Family Trust dated the 12th day of October, 2011**, and in accordance with and under authority of Miss. Code Ann. § 91-9-7, who states as follows:

1. **NAME:** The Name of the Trust is **Suzanne Peters Family Trust dated the 12th day of October, 2011**.
2. **TRUSTEE AND ADDRESS:** The street and mailing address of the office and telephone number of the Trust and the name, street and mailing address of the Trustee(s) is:
Suzanne D. Cooper
6350 Hwy. 51
Horn Lake, MS 38637
(662) 393-8561
3. **GRANTOR:** The name and street and mailing address and telephone number of the Grantor(s) is:
Suzanne D. Cooper
6350 Hwy. 51
Horn Lake, MS 38637
(662) 393-8561
4. **REAL PROPERTY:** The legal description of the real property interest owned by or conveyed to the Trust in DeSoto County, Mississippi is as follows:
See Legal Description attached as Exhibit "A" and made a part hereof.
5. **ANTICIPATED TERMINATION:** The anticipated date of termination of the Trust is 90 years from the date hereof.
6. **TRUSTEE POWERS:** The administrative and/or managerial powers of the Trustee(s) and

Successor Trustee(s) of the Trust are:

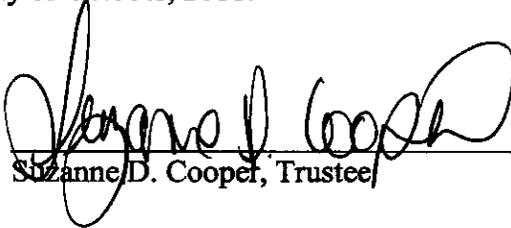
- (a) All powers granted to Trustees under Miss. Code Ann. § 91-9-101 through 91-9-119, as amended from time to time the provisions of which are incorporated herein by this reference.
 - (b) Full power to deal with real estate including, but not limited to, the power to purchase, sell, mortgage, encumber, lease, grant easements and rights of way, and to otherwise contract regarding or for the purchase or sale of such real estate; all without joinder of beneficiary and without disclosing any beneficiary of the Trust.
 - (c) All Trustee powers shall be broadly construed and may be exercised without court approval.
 - (d) No person dealing with the Trustee(s) in the capacity of purchaser, seller, acquirer, lender, tenant, lessor, lessee, contractant or otherwise shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for or the propriety of any act of the Trustee nor shall such person be required to see to the application or disposition of any money or the property paid, delivered or loaned to the Trustee.
7. **POWER TO REVOKE:** The Trust is a revocable trust. The Grantor retains the right to alter, amend or revoke the Trust. No person other than the Grantor has any power to revoke this Trust.
 8. **TAX ID NUMBER:** This is a Grantor Trust as described in Internal Revenue Code Section 1.671-4(b) and uses the Grantor's Social Security Number for tax reporting purposes. To protect the Grantor from identity theft, the Grantor's Social Security Number is not listed in this document.
 9. **SUCCESSOR TRUSTEE:** In the event of the death, disability or resignation of the Trustee, Pamela K. Smith shall serve as Successor Trustee. If Pamela K. Smith is unable or unwilling to serve as the Trustee, she shall be succeeded by BancorpSouth Bank. Third parties are entitled to rely on the authority of the successor trustee(s) without proof of trustee succession.
 10. **TRUST ADMINISTRATION:** If this Trust is being administered by more than one Trustee, with respect to any administrative action (e.g., signing checks, transferring funds), the signature of only one Trustee shall be required. Any one Trustee can act and bind the trust. Accordingly, any person dealing with one of the Co-Trustees shall not be required to secure the signature or approval of the other Co-Trustees. Co-Trustees may appoint a Managing Trustee and delegate administrative duties.
 11. **TITLE TO TRUST PROPERTY:** Trust property should be titled as follows: Suzanne D. Cooper, Trustee of the Suzanne Peters Family Trust dated the 12th day of October, 2011, their successors and assigns.
 12. **SPENDTHRIFT PROVISION:**
 - (a) **Generally.** No person who is a beneficiary under any of the provisions of any trust created herein shall have the right, power or authority to assign, give, grant, sell, convey, mortgage, pledge or otherwise dispose of, encumber or anticipate the income, or any installment thereof, or any share in the corpus, until same is actually transferred or paid to such beneficiary. Any such attempted assignment is void. The income and corpus of the trust estate shall not be subject to execution or any other

legal process for any debt or liability, including the claim of a spouse or former spouse.

- (b) Protection from Marital Claims. All benefits granted to a beneficiary under this instrument shall be the separate property of such beneficiary (as distinguished from marital property, community property, quasi-community property or any other form of property as to which such beneficiary's spouse might have a claim or interest arising out of the marital relationship under the law of any jurisdiction, domestic or foreign). All benefits granted to a beneficiary hereunder shall also be free of any interference from, or control or marital power of, his or her spouse. For purposes of this paragraph, the term "benefits" shall include real or personal property, tangible or intangible, and the provisions of this paragraph shall apply not only to benefits actually paid to any beneficiary, but also to trust property allocated to a trust in which the beneficiary possesses an interest hereunder. In administering the trust estate, it is the intent of the Grantors that the provisions of Mississippi spendthrift law shall operate to the maximum extent allowed by law to protect assets for the benefit of the beneficiaries.

13. REPRESENTATIONS: To the best of the undersigned's knowledge, the Trust has not been revoked, modified, or amended in any manner that would cause the representations and statements contained herein to be incorrect.

Witness my signature on this 12th day of October, 2011.



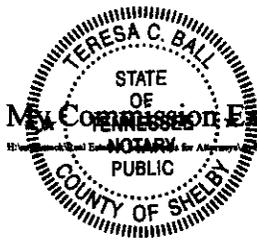
Suzanne D. Cooper, Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared **Suzanne D. Cooper**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath or affirmation that she executed the within instrument for the purposes therein contained, and who further acknowledged upon oath or affirmation that she is the duly appointed and serving Trustee of **Suzanne Peters Family Trust dated the 12th day of October, 2011**, and that she authorized under said Trust, to execute this instrument for the purposes therein contained.

WITNESS my hand, at office, in Memphis, Shelby County, Tennessee this 12th day of October, 2011.


NOTARY PUBLIC



My Commission Expires: _____
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MY COMMISSION EXPIRES:
MAY 18, 2013

EXHIBIT A

Real property located in the SW $\frac{1}{4}$ of Section 35, Township 1, Range 8 West in DeSoto County, Mississippi and being more particularly described as follows:

Two (2) acres in the Southeast Quarter of Section 35, Township 1, Range 8 West, described as beginning at an iron pin in the East right-of-way of U.S. Highway 51, said pin being 891.13 feet south of the north line of the southeast quarter of Section 35, Township 1, Range 8 West and also being the southwest corner of the Kilgore lot as recorded in Deed Book 76, Page 333, in the Chancery Clerk's office of DeSoto County, Mississippi; thence along the south line of said Kilgore lot 392.8 feet to an iron pin the southeast corner; thence north along the east line of said Kilgore lot 227.0 feet to an iron pin at the northeast corner; thence east along the north line of Lot 4 of the N. W. Hopper 202.16 acres, a distance of 306.7 feet to an iron pin; thence south and parallel to the east line of the Kilgore lot 252.8 feet to an iron pin; thence west at an interior angle of 85 degrees 30 minutes 709.5 feet to an iron pin in the east right of way of said Highway No. 51; thence north along the said highway rights of way 25.0 feet to the point of beginning; and another 2 acres in the Southeast Quarter of Section 35, Township 1, Range 8, described as beginning at an iron pipe in the east line of U.S. Highway No. 51 (100 feet wide) at its intersection with the north line of the south half of the Northwest Quarter of the Southeast Quarter of said Section 35, said beginning being the northwest corner of Lot No. 4 of the R. L. Cooper survey of the N. W. Hopper 200 acres; running thence north 84 degrees and 21 minutes east (magnetic) along the north line of said south half following an old fence and hedge row a distance of 383.8 feet to an iron pipe; thence south 5 degrees 04 minutes east a distance of 227.0 feet to an iron pipe; thence south 87 degrees 21 minutes west a distance of 393.3 feet to an iron pipe in the east line of U.S. Highway No. 51; thence northwardly along the east line of said highway following a curve to the left having a radius of 16,370.3 feet a chord distance of 227.23 feet to the point of beginning.