
CERTIFICATE OF TRUST AGREEMENT
(LAWRENCE T. LEBLOND REVOCABLE TRUST DTD DECEMBER 22, 2008)

Prepared by and return to:
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(901) 525-6781

CERTIFICATE OF TRUST AGREEMENT
(LAWRENCE T. LEBLOND REVOCABLE TRUST DTD DECEMBER 22, 2008)

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

(A) The trust is commonly referred to as the Lawrence T. LeBlond Revocable Trust (the "Trust");

(B) The street and mailing address of the office, and the name and street and mailing address of the Trustees is:

Lawrence T. LeBlond and Daniel W. LeBlond, Jr., Trustees
P.O. Box 216
Hernando, MS 38632

(C) The Trust is an inter vivos trust created by Lawrence T. LeBlond ("Grantor").

(D) The legal description of all interests in real property to be conveyed to/from the Trust is set forth on Exhibit A, attached hereto and incorporated herein by reference.

(E) The anticipated date of termination of the Trust is the maximum period allowable under the laws of Tennessee after the death of all the issue of Daniel W. LeBlond, Sr. living at the time of Grantor's death.

(F) The general powers granted to the Trustees under the Trust are set forth in Article V(C) of said Trust, a true and complete copy of which is attached as Exhibit B hereto and incorporated herein by reference. Pursuant to the terms of the Trust, persons, firms or corporations dealing with the Trustees are excused from seeing to the proper application of any moneys or properties paid or delivered to the Trustees.

WITNESS THE SIGNATURES of the Trustees on this the 25th day of November, 2011.

Lawrence T. LeBlond Revocable Trust

[Signature]
Lawrence T. LeBlond, Trustee

[Signature]
Daniel W. LeBlond, Jr., Trustee

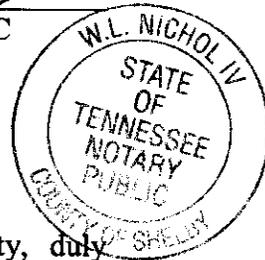
STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Lawrence T. LeBlond, Trustee, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office, this 25th day of November, 2011.

[Signature]
NOTARY PUBLIC

My Commission Expires: February 1 2012



STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Daniel W. LeBlond, Jr., Trustee, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office, this 25th day of November, 2011.

[Signature]
NOTARY PUBLIC

My Commission Expires: February 1 2012

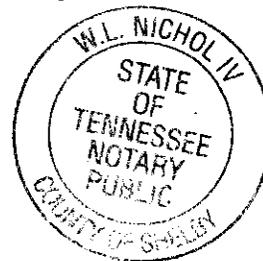


Exhibit A

An undivided 7% interest in and to the following lands situated in DeSoto County, Mississippi

Part of Sections 20 and 21, Township 3 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Northeast Corner of said Section 21; thence run South 00 degrees 05 minutes 55 seconds West a distance of 5357.35 feet along the East line of said Section 21 to the Southeast Corner of said Section 21; thence run North 89 degrees 55 minutes 34 seconds West a distance of 2630.06 feet along the South line of said Section 21 to the South Quarter corner of said Section 21; thence run South 88 degrees 58 minutes 17 seconds West a distance of 2630.30 feet along said South section line to the Southwest Corner of said Section 21, said point being the Southeast corner of said Section 20; thence run North 89 degrees 52 minutes 39 seconds West a distance of 2657.32 feet along the South line of said Section 20 to the South Quarter corner of said section; thence run North 00 degrees 19 minutes 14 seconds West a distance of 5367.30 feet along the North-South Half-Section line of said Section 20 to the North Quarter corner of said Section 20; thence run North 89 degrees 48 minutes 29 seconds East a distance of 2676.55 feet along said North line of said Section 20 to the Northeast Corner of said Section 20, said point being the Northwest Corner of said Section 21; thence run South 00 degrees 06 minutes 54 seconds East a distance of 2690.94 feet along the West line of said Section 21 to the Northwest Corner of the Southwest Quarter of said Section 21; thence run North 89 degrees 39 minutes 25 seconds East a distance of 2634.96 feet along the North line of said Quarter Section to the Northeast Corner of said Quarter Section, said point being the Southwest Corner of the Northeast Quarter of said Section 21; thence run North 00 degrees 00 minutes 28 seconds West a distance of 2691.00 feet along the West line of said Quarter Section to the Northwest Corner of said Quarter Section; thence run North 89 degrees 55 minutes 30 seconds East a distance of 906.86 feet along the North line of said Quarter Section to a point; thence run South 00 degrees 04 minutes 30 seconds East a distance of 1647.62 feet to a point; thence run North 89 degrees 55 minutes 30 seconds East a distance of 951.89 feet to a point; thence run North 00 degrees 04 minutes 30 seconds West a distance of 1647.62 feet to a point on said Quarter-Section North line; thence run North 89 degrees 55 minutes 30 seconds East a distance of 781.27 feet along said North quarter-section line to the Point of Beginning and containing 778.6 acres, more or less. The above description was written from available information and not from an on-the-ground survey.

Indexing instructions: This property is located in the Northeast and Southeast Quarters of Section 20 and the Northeast, Southeast and Southwest Quarters of Section 21, Township 3 South, Range 8 West, DeSoto County, MS.

Exhibit B

C. Powers. The Trustees shall have all of those rights, powers, privileges, and immunities contained in Section 35-50-110 of the Tennessee Code Annotated (Acts 1963, Ch. 110, Sec. 3; T.C.A. sec. 35-618; Acts 1991, ch. 182, sec. 2; 1999, ch. 491, sec. 9) which are incorporated herein by reference as fully and particularly as though set forth in detail. It shall not be necessary for the Trustees to obtain the authority or approval of any court in the exercise of any of the rights, powers, and authorities granted to them in this Agreement, nor shall it be necessary for the Trustees to make any report of any of the Trustees' actions to any court or to obtain periodic appraisals of real estate held in any trust hereunder. Any Trustee then serving shall have the authority to bind a trust created hereunder, and only one signature shall be required so that third parties may rely on the authority and signature of any Trustee in actions regarding the trust. Persons dealing with the Trustees shall not be required to inquire as to the purpose of the transactions or to see to the application of the funds therefrom.

Power is granted to the Trustees, not only to relieve them from seeking judicial instruction, but to the extent that the Trustees deem it to be prudent, to encourage determinations freely to be made in favor of persons who are the current income beneficiaries, with respect to education, support, maintenance and medical needs. In such instances, the rights of all subsequent beneficiaries are subordinate, and the Trustees shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a

current income beneficiary, but no current income beneficiary may compel any such favorable or preferential treatment. Without in any way minimizing or impairing the scope of this declaration of intent, it includes investment policy, exercise of discretionary power to pay or apply principal and income, and determination of principal and income questions.

In addition to the powers set forth hereinabove, the Trustees, with respect to any and all trusts created under this Agreement, may exercise the following powers and discretion:

1. The Trustees shall have the power to allocate any portion of the exemption under Code Section 2631(a), as amended (or any similar exemption, exclusion, or other benefit allowable under federal or state law in force at the time of the Settlor's death), to any property as to which the Settlor is the transferor, including any property transferred by the Settlor during life as to which the Settlor did not make an allocation prior to the Settlor's death. To the extent permitted by law, the Trustees shall have the power to elect out of any deemed allocation or revoke any prior allocation of such exemption.

2. The Trustees may divide a trust into two (2) or more single trusts or consolidate two (2) or more trusts unto a single trust, upon such terms and conditions as they deem appropriate, if the consolidation or division

(i) Is not inconsistent with the intent of the Settlor with regard to any trust to be consolidated or divided;

(ii) Would facilitate administration of the trust or trusts; and

(iii) Would be in the best interests of all beneficiaries and not materially impair their respective interests.

This applies to all trusts created herein as well as other trusts whenever created, whether inter vivos or testamentary, created by the same or different instruments, by the same or different persons, and regardless of where created or administered.