

This Instrument Prepared By and Return to:

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**PLAN OF MERGER
OF
RIVERDALE PARTNERSHIP
(a Tennessee general partnership)
INTO
A FULMER PARTNERSHIP
(a Tennessee general partnership)**

(see attached)

This Plan of Merger is related to the following real property in DeSoto County, Mississippi as follows:

Indexing instructions for property in DeSoto County: Parts of the Southwest Quarter and the Southeast Quarter of Section 3, Township 2, Range 6 West

Legal Description of Real Property:

In DeSoto County, Mississippi, as recorded in Book No. 84, Page 667 records of Warranty Trust Deeds of Desoto County, Mississippi more particularly Described as follows:

Beginning at an iron pin in the north line of the southwest quarter of Section 3, Township 2, Range 6 West, said point being the intersection of said quarter section line with the southwest right-of-way of the new U.S. Highway 78 and 435.60 feet west of the northeast corner of the southwest quarter of Section 3; thence south 84° 47' 50" west with the north line of said quarter section 832.07

feet to an iron pin, an internal corner of the Fulmer tract; thence south $5^{\circ} 17' 22''$ east 850 feet to an iron pin in the north line of the Arthur Fulmer Industrial Road (60 feet wide); thence with the north line of said Road north $84^{\circ} 47' 50''$ east 606.73 feet to a point; thence on the curve to the left radius of 25 feet a distance of 18.69 feet to a point of reverse curve; thence on a curve to the right with a radius of 50 feet a distance of 231.84 feet to a point of reverse curve; thence along a curve to the left radius of 25 feet a distance of 18.69 feet to a point in the south line of said Road; thence south $84^{\circ} 47' 50''$ west with the south line of said Road 82.39 feet to a point in the center of a ditch; thence with the center of said ditch south $37^{\circ} 21'$ west 119.28 feet to a point; thence continuing with said ditch south $9^{\circ} 20'$ west 155 feet to a point in the center of Lick Creek; thence with the center of Lick Creek as follows: north $63^{\circ} 58'$ east 193 feet; south $75^{\circ} 13'$ east 160 feet; south $88^{\circ} 43'$ east 170 feet; north $87^{\circ} 17'$ east 240 feet; north $48^{\circ} 55'$ east 195.94 feet to a point in Lick Creek, said point being 35 feet east of the west line of the southeast quarter of Section 3, Township 2, Range 6 West, as measured at right angles to said quarter section line; thence north $5^{\circ} 17' 22''$ west and parallel to said quarter section line 690.23 feet to an iron pin in the southwest right-of-way of the new U.S. Highway 78; thence northwest with said right-of-way north $57^{\circ} 56' 10''$ west 592.02 feet to the beginning, containing 28.77 acres of land.

PLAN OF MERGER**OF****RIVERDALE PARTNERSHIP**
(a Tennessee general partnership)**INTO****A. FULMER PARTNERSHIP**
(a Tennessee general partnership)

Pursuant to Tennessee Code Annotated section 61-1-905, the undersigned ~~Tennessee~~ general partnership, **Riverdale Partnership**, and Tennessee general partnership, **A. Fulmer Partnership**, adopt the following Plan of Merger:

1. The name of each partnership that is a party to the merger is as follows:

Riverdale Partnership, a Tennessee general partnership; and
A. Fulmer Partnership, a Tennessee general partnership.
2. The name of the surviving entity into which the other partnership will merge is as follows:

A. Fulmer Partnership, a Tennessee general partnership.
3. The surviving entity is a general partnership and the status of each partner is a follows:

Arthur F. Fulmer, III – Partner
Catherine F. Muscari – Partner
4. The terms and conditions of the merger are as follows:
 - (a) At the Effective Time (as hereinafter defined) Riverdale Partnership shall be merged with and into A. Fulmer Partnership (the "Merger") and A. Fulmer Partnership shall survive the Merger as the Surviving Entity;
 - (b) At the Effective Time, the separate existence and organization of Riverdale Partnership shall cease;
 - (c) The name of the Surviving Entity, "A. Fulmer Partnership", shall not be changed;
 - (d) Title to all assets and properties, real, personal and mixed, tangible and

intangible, owned by Riverdale Partnership at the Effective Time of the Merger shall be vested in A. Fulmer Partnership at the Effective Time without reversion or impairment and without any further action by Riverdale Partnership or the Surviving Entity or any necessity to deliver any deeds or other instruments of conveyance; and all liabilities and obligations of Riverdale Partnership shall become the liabilities and obligations of A. Fulmer Partnership at the Effective Time.

5. The manner and basis of converting the interests of each party to the merger into the interests or obligations of the surviving entity are as follows:

All of the outstanding general partnership interests of Riverdale Partnership shall be exchanged for partnership interests of A. Fulmer Partnership by issuing one (1) unit of general partnership interest in A. Fulmer Partnership in exchange for each unit of general partnership interest in ~~Riverdale Partnership~~

6. The street address of the surviving entity's chief executive office is as follows:

122 Gayoso Avenue, Memphis, Tennessee 38103.

7. The "Effective Time" of the Merger shall be January 2, 2012.

[Signature Page follows as Page 3.]

Signature Page to Plan of Merger

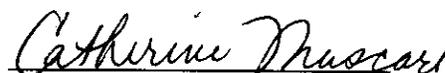
Riverdale Partnership into A. Fulmer Partnership

Dated January 2, 2012

RIVERDALE PARTNERSHIP



Arthur F. Fulmer, III, Partner



Catherine F. Muscari, Partner

A. FULMER PARTNERSHIP



Arthur F. Fulmer, III, Partner



Catherine F. Muscari, Partner