

**CERTIFICATE OF TRUST AGREEMENT**

Pursuant to the provision of Section 91-9-7, MCA, the following information on a Trust Agreement and the formation of a Trust under said agreement is hereby furnished:

- (a) Name of the Trust: The GRSW F.R.S. Real Estate Trust
- (b) Office of the Trust: Graebel Relocation Services Worldwide, Inc.  
16346 East Airport Circle  
Aurora, CO 80011
- (c) Trustee: Jennifer Novak  
Fidelity Residential Solutions, Inc.  
808 Travis, Suite 1518  
Houston, TX 77002
- (d) Settlor: Graebel Relocation Service Worldwide, Inc.  
16346 East Airport Circle  
Aurora, CO 80011
- (e) Real Property: All interests in real property owned by or conveyed to the trust are:  
  
**Lots 17 and 18, Section A, Pryne Subdivision, in Section 28, Township 1 South, Range 7 West, as shown by plat of record in Plat Book 5, Page 31, Chancery Clerk's Office for DeSoto County, Mississippi, to which plat reference is hereby made for a more complete legal description.**
- (f) Beneficiaries: Graebel Relocation Service Worldwide, Inc.  
16346 East Airport Circle  
Aurora, CO 80011
- (g) Termination: No provision.
- (h) General Powers of Trustee: See attached Exhibit "A"

FNF  
6880

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Executed this the 11<sup>th</sup> day of January, 2007.

**Settlor and Beneficiary:**

Debrae Adair  
By:

Its: Graebel Relocation Services  
Director of Closing

STATE OF Georgia

COUNTY OF Julian

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named Scheel Adair, who acknowledged to me that he/she is the Director of Closing of the corporation known as Graebel Relocation Services Worldwide, Inc., and that for and on behalf of said corporation and as its act and deed he/she signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he/she having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 11 day of January, 2007.

Sandra Cato  
NOTARY PUBLIC

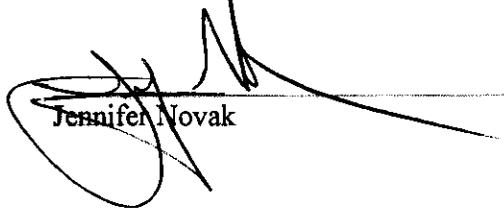
(SEAL)

My Commission Expires



Executed this the 11<sup>th</sup> day of January, 2007.

**Trustee:**

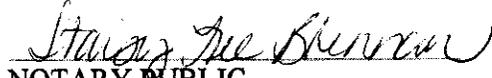
  
Jennifer Novak

STATE OF Minnesota

COUNTY OF Hennepin

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named Jennifer Novak, who acknowledged that she is a Trustee for The GRSW F.R.S. Real Estate Trust and that in said representative capacity she executed the above and foregoing instrument of writing, after first having been duly authorized so to do.

GIVEN under my hand and official seal on this the 11<sup>th</sup> day of January, 2007.

  
NOTARY PUBLIC

(SEAL)

My Commission Expires: January 31, 08



**PREPARED BY AND RETURN TO:  
FIRST NATIONAL FINANCIAL TITLE SERVICES, INC.  
JAMES R. CARR, ATTORNEY  
6880 COBBLESTONE BLVD., SUITE 2  
SOUTHAVEN, MS 38672  
(662) 892-6536**

**FILE # S14204A**

**Exhibit "A"****Powers of the Trustee(s)**

Trustees' Powers. Each Trustee shall have the following powers over the Trust Property held by them at any time hereunder:

(a) To acquire, sell, exchange, lease, transfer, convey, pledge, mortgage, grant easements, or in any manner dispose of, encumber, improve, or deal with the Trust Property or any part thereof or any interest therein, from time to time, with or without order of court, at public or private sale or otherwise, upon such terms and conditions, including credit, and for such consideration as the Trustee(s) shall deem advisable, and to transfer and convey the Trust Property or interest therein which is at the disposal of the Trustee(s), in fee simple absolute or otherwise, free of all trust;

(b) To execute and deliver such deeds, assignments, mortgages and other documents as may be necessary or appropriate to accomplish and effectuate any transaction pertaining to the Trust Property;

(c) To execute corrective documents;

(d) To execute warranty deeds;

(e) To create easements and to release, convey, or assign any right, title, or interest with respect to any easement on the property or part thereof;

(f) To pay taxes, assessments and other expenses incurred in the collection, care, administration, and protection of the trust;

(g) To foreclose, as an incident to the collection of any bond, note, or other obligation, any mortgage, deed of trust, or other lien securing the bond, note, or other obligation and to bid in the property at the foreclosure sale or to acquire the property by deed from the mortgagor or obligor without foreclosure and to retain the property so bid in or taken over without foreclosure;

(h) To carry such insurance coverage, including public liability, for such hazards and in such amounts, either in stock companies or in mutual companies, as the Trustee shall deem advisable;

(i) To collect, receive, and issue receipts for rents, issues, profits, and income derived from the Trust Property; and

(j) To compromise or settle any claims for or against the Trust; and rescind or modify any contract affecting same, all in such manner and upon such terms as the Trustee(s) deems best.

The signature of one Trustee shall be sufficient to exercise the aforementioned powers. The Trustees shall perform such actions in accordance with instructions given by Settlor to the Trustees.