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DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

# 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: Bink Family Trust, dated September 27, 1996
- (b) Office of the Trust: Bink Family Trust, dated September 27, 1996  
997 Crockett Loop S  
Hernando, MS 38632
- (c) Co-Trustee: Andrew Bink and Marcell Bink  
997 Crockett Loop S  
Hernando, MS 38632
- (d) Grantor(s): Andrew Bink and Marcell Bink
- (e) Real Property: **Lot 33, Section A, Morrow Crest North Subdivision, in Section 1 & 2, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 62, Page 6, in the office of the Chancery Clerk of DeSoto County, Mississippi.**  
  
**Parcel# 3081-0103.0-00033.00**
- (f) Beneficiaries: Andrew Bink  
Marcell Bink  
David Andrew Bink  
Michele Elizabeth Bink Johnston
- (g) Termination: Upon the death of both Grantor(s)

PAGE 1 OF 3

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3

(h) **General Powers of Trustee:** The Trustee shall have the following powers over the Trust Property held by them at any time hereunder:

(1) **Power to Manage Trust Property.** The power to grant, exchange, lease, sell and convey real and personal property;

(2) **Power to Borrow.** The power to borrow money and to obligate the trust estate by mortgage, deed of trust, pledge or otherwise;

(3) **Power to Invest.** The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks, preferred or common, to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts, to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause ineligibility of any irrevocable trust in the estate of a Trustee.

(4) **Power to Delegate.** To perform or to delegate to any trustee or non-trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust.

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 deems best.

Executed this the 1<sup>st</sup> day of September, 2009.

Andrew Bink  
Andrew Bink, Co-Trustee

Marcell Bink  
Marcell Bink, Co-Trustee

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for said county and state, on this 1<sup>st</sup> day of September, 2009, within my jurisdiction, the within named Andrew Bink and Marcell Bink, who acknowledged that they are the Co-Trustees of the Bink Family Trust, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized to do so.



Jason Lashlee  
Notary Public

My Commission Expires:

**PREPARED BY AND, AFTER RECORDING, RETURN TO:  
FIRST NATIONAL FINANCIAL TITLE SERVICES, INC  
LAWRENCE F. HATTEN, III, ATTORNEY  
6880 COBBLESTONE BLVD., SUITE 2  
SOUTHAVEN, MS 38672  
(662) 892-6536  
FILE # S15879**