

W.E.

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES

Prepared by & Return to:
A. J. Reed, Attorney (Bar No. 102547)
Glankler Brown, PLLC
6000 Poplar Avenue, Suite 100
Memphis, TN 38119

INDEXING INSTRUCTIONS: Lot 51, Woodland Lake Subdivision, Section 18, Township 3 South,
Range 9 West, DeSoto County, Mississippi

CERTIFICATE OF TRUST AGREEMENT

WHEREAS, Gilbert Callaway and Rebecca Callaway, as Grantors and as Trustees, executed that certain The Gilbert and Rebecca Callaway Living Trust dated January 21, 1999, establishing The Gilbert and Rebecca Callaway Living Trust for the purposes of holding and administering the trust estate created thereunder, which trust estate includes certain real property located in the State of Mississippi; and

NOW, THEREFORE, in accordance with Section 91-9-7 of the Mississippi Code of 1972, as amended, Gilbert Callaway and Rebecca Callaway, as Grantors and as Trustee, of The Gilbert and Rebecca Callaway Living Trust hereby file this Certificate of Trust in lieu of the Trust Agreement, and certify as follows:

- I. **Name of Trust:** The Gilbert and Rebecca Callaway Living Trust.
- II. **Name, Street and Mailing Address of the office of Trustee:**

**Gilbert and Rebecca Callaway
308 Stonewall
Memphis, TN 38122
(901) 278-7343**

W.E. Davis

III. Name, Street and Mailing Address of Grantors:

**Gilbert and Rebecca Callaway
308 Stonewall
Memphis, TN 38122**

IV. Legal Description of real property owned by Trust:

See Exhibit "A" attached hereto and made a part hereof.

IV. General powers granted to the Trustee under The Gilbert and Rebecca Callaway Living Trust:

A Trustee shall, in addition to any and all powers provided by law or elsewhere herein, and without the necessity of procuring any judicial authorization therefor or approval thereof, have the following powers and immunities:

(1) To sell, settle, discontinue or to engage in or continue any business which may become part of this trust, either as a sole or part owner, or as partner, or otherwise, so long as such continuation may be deemed advisable in the Trustee's judgment, and during such period the Trustee may use such part of the principal or income of this trust as the Trustee may deem advisable for the conduct, maintenance, enlargement or development of said business. In the conduct of such business, the Trustee may engage employees, managers, agents and attorneys, enter into contracts of sale, conveyance or other transactions, without individual or personal liability therefor, and delegate powers, discretionary or otherwise. Should the conduct of such business prove unprofitable, the Trustee shall not be held liable for any loss or damage the trust may sustain by reason of such continuance.

(2) To retain or acquire, when in the Trustee's judgment it is advisable and for the best interests of the trust, or the beneficiaries thereof, any investments or other property, including policies of insurance on any property, without being bound by any statutory or other legal limitations on investment by fiduciaries, to keep the trust in liquid form, uninvested; and to deposit funds in accounts in any financial institutions.

(3) To repair maintain, alter or improve, or to sell, assign, transfer, exchange, convey or otherwise dispose of, or, to lease for any term, whether or not extending beyond the duration of the trust, any and all property, of whatever kind and wherever located, or any part of or interest therein, which may come into the Trustee's hands; to use principal or income of the trust for the repair, maintenance, alteration or improvements of any such property or for the repayment of a loan for game; and to accomplish any such transactions by the execution of appropriate written instruments.

(4) To exercise all rights and privileges incident to ownership of any securities which the Trustee may hold hereunder.

(5) To credit, allocate or apportion as between income and principal, all receipts and disbursements, including stock dividends and premium or discounts on investments.

(6) To make distribution in cash or in kind or partly in each; to distribute real estate to two or more beneficiaries thereof in undivided interests or partition same; and to make a binding determination on the value of capital assets for the purpose of distribution to two or more beneficiaries thereof.

(7) To enter into contracts, prosecute or defend action: at law or in equity, and to do any and all things not in violation of any other term of this trust which, in the Trustee's judgment, are advisable and for the best interests of the beneficiaries thereof.

(8) In any matters of management, administration and investments of the trust, including the application for, and investment in, insurance policies, the Trustee shall have power to act on behalf of the trust, and any person dealing with this trust need not inquire as to the Trustee's authority to act for the trust. The trust shall be the owner of any policy it purchases or any policy transferred to it. The Trustee may use trust funds, income or principal, to pay premiums on any policies owned by the trust, including any on the life of Grantors or either or them.

(9) The Trustee shall not be under any Obligation to convert any asset to income-earning assets and may keep any asset, whether non-productive or non-income earning, such as non-divided payment stock, in the form the Trustee has received it, or in the form to which it has been converted or invested.

(10) Nothing herein shall in any way limit or restrict the Trustee's power to dispose of any non-voting stock held by the Trustee, and the Trustee shall have unrestricted voting rights on all stock transferred by Grantors.

(11) The Trustee may take any action and may make any election, in the Trustee's sole discretion, to minimize the tax liabilities of the Trust Estate, any Trust created hereunder and the beneficiaries.

(12) The Trustee may withhold from distribution, in the Trustee's sole discretion, at the time for distribution of any property in the Trust Estate, without the payment of interest, all or any part of the property, as long as the Trustee shall determine, in the Trustee's sole discretion, that such property may be subject to conflicting claims.

(13) The Trustee may purchase assets from the estate of either Grantor at market value or may loan money at an appropriate interest rate to the Grantor without security. Neither this power nor any other power, all other provisions herein notwithstanding, shall be granted or effective or exercised in any manner that would cause the assets of this trust to be included in the estate of the Trustee or the surviving spouse for purpose of Federal or state estate or inheritance tax after the death of the Grantor who dies first.

(14) No lender, purchaser, pledgee, mortgagee or other person delivering funds to the Trustee shall have any obligation to determine the proper application of the funds by the Trustee.

(15) The Trustee shall be entitled to reasonable compensation and to reimbursement for all expenses incurred as Trustee.

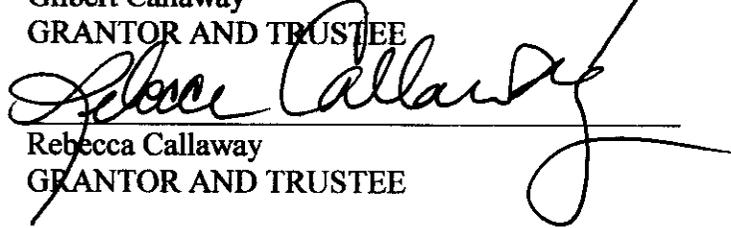
(16) The Trustee shall not be personally responsible for losses of principal or income resulting from mistakes of judgment in the execution of this trust, and the Trustee shall be personally responsible only for willful mismanagement, intentional neglect or wrongful appropriation.

(17) No bond shall be required of the Trustee.

IN WITNESS WHEREOF, Gilbert Callaway and Rebecca Callaway, as Grantors and Trustees of The Gilbert and Rebecca Callaway Living Trust execute this Certificate of Trust on this the 9th day of November, 2009.



Gilbert Callaway
GRANTOR AND TRUSTEE

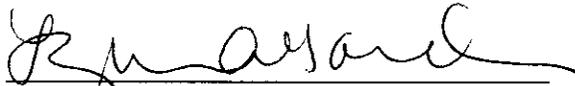


Rebecca Callaway
GRANTOR AND TRUSTEE

STATE OF Tennessee

COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of November, 2009, within my jurisdiction, the within named Gilbert Callaway and Rebecca Callaway, who acknowledged that they are Grantors and Trustees of The Gilbert and Rebecca Callaway Living Trust, and that in said representative capacity they executed the above instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My Commission Expires: 2-27-13

