

PREPARED BY AND RETURN TO:

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CERTIFICATE OF TRUST AGREEMENT

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This certificate is filed in accordance with Mississippi Code Annotated Section 91-9-7.

The undersigned, **MARY BARGER** and **JAMES BARGER** Trustees of the **MARY BARGER REVOCABLE TRUST DATED APRIL 1, 2010**, DO HEREBY CERTIFY as follows:

- 1. Name of Trust is MARY BARGER REVOCABLE TRUST DATED APRIL 1, 2010.
- 2. The street and mailing address of the office and the name and street and mailing address of the trustee is:

MARY BARGER
 9212 Rosalie Cove
 Olive Branch, MS 38654

JAMES BARGER
 9212 Rosalie Cove
 Olive Branch, MS 38654

- 3. The name and street and mailing address of the grantor is:

MARY BARGER
 9212 Rosalie Cove
 Olive Branch, MS 38654

- 4. The anticipated date of termination of the trust is December 31, 2040.

- 5. General powers granted to the trustee include the following:

(A) All of the fiduciary powers contained in Mississippi Code Annotated Sections 91-9-101 through 91-9-109 (1972), and I do hereby incorporate by reference such Code section in its entirety as completely as if copied herein verbatim. I further direct that in the event the Legislature of the State of Mississippi amends or repeals all or any part of said statutes, the fiduciary powers in effect at the date of execution of this Trust, hereinabove specified, shall remain without diminution or restrictions as the authorized powers of the Trustee.

(B) The Trustee shall manage and invest trust property in a manner that is most beneficial to all the trust beneficiaries, taking into account both return of income and growth of principal, consistent with the Trustee's fiduciary obligation to invest with a view toward safety and not speculation. The Trustee may purchase and sell any type of investment that is consistent with this goal, taking into consideration the trust's overall investment portfolio. The Trustee is not limited in investment selection but must at all times exercise reasonable care and skill in selecting trust investments. In selecting trust investments, the Trustee shall take into consideration the following factors: the potential total return (both in the form of income and capital appreciation) from the investment; the possibility of inflation or deflation; general economic conditions in the United States and abroad; the potential income tax consequences to the trust and its beneficiaries; the trust's need

for liquidity; the investment's potential for volatility and return; and the role of the investment in the trust's investment portfolio.

(C) In carrying out the investment goals stated in subsection (b) above, I expressly authorize the Trustee to exercise the following powers and discretions:

(1) Subject to the rights and direction of my spouse, to retain and hold in unchanged form without liability, except for the Trustee's own willful malfeasance, misfeasance or nonfeasance for loss or depreciation resulting from such retention, any security (though not listed on a national securities exchange registered with the Securities and Exchange Commission), investment or other property, real, personal or mixed, including any policies of insurance thereon and including stocks (common or preferred) originally coming into the Trustee's hand and the increment thereof acquired thereafter as the result of stock dividend, stock split or otherwise, regardless of whether it leaves a disproportionately large part of the trust estate invested in one type of property; to dispose of such original property by sale, exchange or other lawful disposition at such time and upon such terms and conditions as the Trustee may deem prudent and to receive and administer the proceeds thereof as part of the trust estate.

(2) To invest and reinvest the trust funds in any proportion in property of any kind and character, real, personal or mixed, including, but not necessarily limited to, stocks (common or preferred) listed on a national securities exchange registered with the Securities and Exchange Commission, unregistered stocks and securities, bonds, notes, mortgages on property wherever located, improved or unimproved real property or interests therein and shares or interests in common trust funds, and securities of any open-end or closed-end management type investment company or investment trust registered under the Federal Investment Company Act of 1940, notwithstanding such property may not be of the character designated by the laws of the State of Mississippi as legal investments for the trust funds.

(3) To vote in person or by proxy any shares of stock held in the trust corpus at any meeting, regular or special; to agree to or disagree with, and to subscribe to and pay out of the trust estate any money which may be required in connection with, a reorganization, recapitalization, merger or consolidation; and to agree to, or disagree with, any liquidation or exchange of securities for other securities, whether such other securities be legal investments for Fiduciaries or not; to subscribe for additional or other stocks, bonds, notes or first mortgages; to exercise or decline to exercise any option or right of subscription and to make any payment required therefor; to hold such stocks, bonds, notes or mortgages so acquired as investments of the trust estate; to enter into voting trust agreements; to cause to be registered in the Trustee's name or the name of the Trustee's nominee with (or provided those securities are at all times identified as such on all books, records and accounts of the trust estate, without) disclosure of the fiduciary capacity any securities which the Trustee may hold in the trust estate, and generally to exercise in respect to any securities held in the trust the same rights and powers as are or may be lawfully exercised by persons owning similar property.

(4) To continue and carry on any business which I may own or in which I may be financially interested at the time of my death, whether as sole proprietor, member, partner or stockholder, for such time as the Trustee may deem to be for the best interest of the trust estate; to employ in the conduct thereof not only my capital investment therein at the time of my death but also such additional capital out of the trust estate as the Trustee may deem proper; to organize a corporation to carry on any business, to contribute as capital all or any part of any business forming a part of the trust estate, to accept stock in the corporation so organized in lieu thereof and to provide for different classes of stock if the Trustee deems it proper; to sell or liquidate any such business, any interest therein or any stock or other securities representing my interest in any such business at such time and upon such terms and conditions as the Trustee may deem advisable; and to enlarge, diminish or change the scope or nature of any business forming a part of the trust estate. With regard to such business, the Trustee may delegate such rights, powers and authority with the requisite or convenient rights, powers and authority incident to the conduct of such business to any employee, manager or partner as the Trustee may deem proper without liability for such delegation except for the Trustee's own willful malfeasance, misfeasance or nonfeasance.

(5) To borrow money without personal liability for any purpose for the benefit of the trust estate, including the continuing of any business as aforesaid; to secure the same by pledge, hypothecation, mortgage, trust deed or other encumbrance on any part of the trust estate and to sell property of the trust estate to repay the same; and for the ultimate protection of the trust principal to renew any indebtedness incurred by the Trustee for the benefit of the trust estate.

(6) To lend funds at any time to the credit of the trust estate to any person, corporation, trust, estate or other legal entity upon the security of such property, stocks, bonds or otherwise, in such manner and upon such terms and conditions as the Trustee may deem prudent.

(7) To foreclose, as an incident to the collection of any bond or note held in the trust estate, any mortgage securing such bond or note and to bid in the mortgaged property at such foreclosure sale or to acquire the property by deed from the mortgagor without foreclosure; to retain property bid in under foreclosure or taken over without foreclosure for such time as the Trustee may deem prudent and to dispose of such property by sale, exchange or other lawful disposition without order or license of court at such time and upon such terms and conditions as the Trustee may deem prudent.

(8) To own, purchase, sell, exchange, improve, develop, invest and reinvest and otherwise deal in all kinds of real property now or hereafter acquired, including, but not necessarily limited to, leasehold interests, mineral rights, timber rights, real estate, first mortgages and deeds of trust, without order or license of court at such time and upon such terms and conditions as the Trustee may deem prudent.

(9) To rent or lease any of the real property embraced within the trust upon such terms and conditions and for such period of time as the Trustee may deem prudent, even though extending beyond the term of this trust to be binding upon the remaindermen.

(10) To maintain insurance, make alterations and repairs on and additions to and erect improvements on any real property of the trust estate. The Trustee may rebuild or not in the event of fire or other casualty and may tear down and rebuild or not on account of any improvements being in a dangerous condition or on account of obsolescence or unsuitableness. The Trustee may exercise all such different and additional powers requisite or convenient in the intelligent administering of real property forming a part of the trust estate.

(11) No purchaser, mortgagee, pledgee or lessee shall be bound or concerned to see to the application of the proceeds of any sale, lease or other disposition of any property, real, personal or mixed, held in the trust estate.

(12) To determine whether or to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income and what other adjustments should be made between principal and income without regard to the Mississippi Uniform Principal and Income Act.

(13) To collect all income, rents and profits from the trust principal and to pay all necessary expenses incident to the management and preservation thereof.

(14) To pay taxes of any kind properly assessed against the income or the principal or properly payable by reason of the sale, exchange, assignment, transfer or other lawful disposition thereof.

(15) To renew, assign, alter, extend, contest, sue upon, defend, compromise, release with or without consideration, or submit to arbitration obligations or claims, including taxes, held by or asserted against the Trustee which affect the trust estate.

(16) To employ such agents and attorneys as are usual or reasonably necessary in the management and protection of the trust estate or for other like purposes in connection therewith, and their compensation as well as the reasonable and proper expenditures made or incurred by the Trustee in administering the trust shall be charged against the trust estate.

(17) To make payments from this trust for the use and benefit of any beneficiary thereof, regardless of any existing disability, in the sole and absolute discretion of the Trustee in one or more of the following ways: (a) directly to such beneficiary; (b) indirectly in payment of the expenses of maintenance, support, education and medical, surgical, hospital or other institutional care of such beneficiary; (c) to the legal guardian of the estate of such beneficiary; or (d) to the custodian for such beneficiary under any Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, if such beneficiary is then a minor, provided such custodian is a bank, other financial institution or a person assigned to an older generation than that of such beneficiary. The Trustee shall not be under any duty to see to the application of any funds so paid; and the receipt of such person or legal entity shall be full acquittance to the Trustee.

(18) Except with respect to the exercise of any right, power or authority provided for by law or by the terms and trust created hereunder (a) to disclaim and renounce any interest in (or right, power or authority over) property, in trust or otherwise, passing under this instrument (even though contingent remainder interests may be accelerated thereby), (b) to make productive or convert to productive property any unproductive property, or (c) to appoint, invade and/or withdraw, conferred upon any beneficiary of any trust hereinbefore created, no income beneficiary of, or remainderman in, any of the trust interests created or which may be created in the future pursuant to the terms of this instrument shall have the right, power or authority to anticipate, accelerate, convey, sell, transfer, assign or otherwise alienate, or to mortgage, hypothecate, pledge or otherwise encumber, income, or any of his or her own rights in the principal, real, personal or mixed, or any part thereof prior to the time that such income is paid or such principal is transferred and assigned and/or

conveyed and delivered to such beneficiary; nor shall the interest of any income beneficiary or remainderman be (i) subject to anticipation, acceleration, conveyance, sale, transfer or other form of alienation, or to any mortgage, hypothecation, pledge or encumbrance, voluntary or involuntary, made upon the order, judgment, decree or direction of any court or courts, of law or equity, whether of bankruptcy or otherwise, or (ii) liable or subject to any creditor's bill, levy, attachment, execution, garnishment or seizure by any other process or writ (which may have been directed, or may hereafter be directed, against such beneficiary) or in any other manner or (iii) otherwise liable or subject to be taken for the payment of any debt, tort, engagement or other obligations or liabilities whatsoever which such beneficiary may have contracted or sustained, or may hereafter contract or sustain, for any purpose whatsoever including, but not necessarily limited to, any obligation to pay alimony or separate maintenance.

(19) For convenience of administration or investment, the Trustee may hold the several trusts or shares as a common fund, dividing the income proportionately among the several trusts or shares, assign undivided interests to the several trusts or shares and make joint investments of the funds belonging to the several trusts or shares, if the same shall be in the interest of the respective trust estate and the beneficiary or beneficiaries thereof. For such purposes and to the extent the same shall be in the interest of the respective trust estate and the beneficiary or beneficiaries thereof, the Trustee may merge and consolidate into one trust any separate trust or share with any other trust or trusts with substantially similar provisions for the same beneficiary or beneficiaries created by me or any member of my family by last will and testament or inter vivos agreement and may hold, administer and invest the several trusts as one or more common fund or funds and make joint or several distributions of income and principal thereof, whichever the Trustee shall deem prudent.

(20) To make divisions, allocations, distributions and conveyances of principal to legatees, beneficiaries, distributees and remaindermen wholly or partly in cash or kind; to convey real estate to two or more remaindermen thereof in undivided interests or partition the same; and in any such division, allocation, distribution or conveyance, the Trustee's valuation of shares shall be final and determinative. In the absence of any deed of conveyance of real estate by the Trustee, upon termination of that trust in which the real estate is held the same shall as a matter of law be vested in each remainderman thereof as a tenant in common in the same proportion in which that remainderman was then beneficially interested in that trust.

(21) To do all the acts which in the Trustee's judgment may be prudent for the proper and advantageous management, investment and distribution of the trust estate. The Trustee shall be neither charged with any error of judgment in the exercise of the Trustee's rights, powers, duties, authority and discretion nor held accountable for losses, unless the same shall occur through the Trustee's own willful misappropriation of funds, negligence, misfeasance or nonfeasance.

(22) To register and carry any property in the Trustee's own name or in the name(s) of his nominee(s) or to hold any such property unregistered without thereby increasing or decreasing the Trustee's liability as Trustee.

(23) To sell or exercise any "rights" issued with respect to any securities held in any trust fund hereunder.

(24) If Trustee shall hold any interest in any residence used and occupied as such by any of the beneficiaries hereof, Trustee shall maintain the residence for the benefit of such beneficiaries rent free. Trustee may sell such residence and acquire another in lieu of and similarly maintain it for the benefit of the beneficiaries of the Trust.

(25) In exercising any discretion hereunder, the Trustee shall not apply any of the income and principal of the trusts created hereunder toward the payment of any legal obligation, including a support obligation, of my children which would cause the income or principal of the trust to be included in the estates of such children for federal or state estate or inheritance tax purposes.

(D) To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

(E) The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.

6. The trust shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

7. In the event there shall be more than one party acting as Trustee under this Agreement, any Trustee may take actions authorized under this instrument on behalf of the trust without consent of the other Trustees.

8. No purchaser, mortgagee, lessee or other party dealing with the Trustee shall be bound or concerned to see to the application of any consideration paid for any conveyances, mortgage, disposition or lease of any property, real or personal.

9. The Trust Agreement allows the person serving as Trustee of said Trust to resign as Trustee.

10. The surviving Co-Trustee shall serve as sole trustee. The Trust Agreement appoints JONNA ELZEN to serve as successor. If JONNA ELZEN shall become unable or unwilling to serve as Trustee, the Trust Agreement appoints ROBERT K. ALVAREZ to serve as sole trustee if both shall become unable or unwilling to serve as trustees.

IT WITNESS WHEREOF, the undersigned have duly executed this certificate as the 1st day of April, 2010.

Mary Barger
MARY BARGER, Trustor

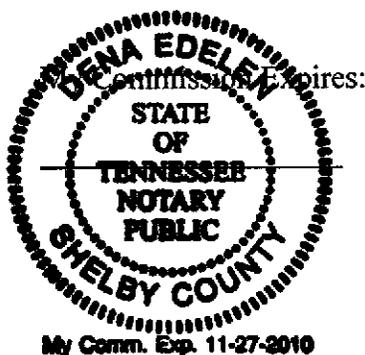
James Barger
JAMES BARGER, Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

On this the 1st day of APRIL, 2010, before me personally appeared JAMES BARGER, 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 seal at office, this the day and year above written.

Dena Edelen
Notary Public



STATE OF TENNESSEE
COUNTY OF SHELBY

On this the 1st day of APRIL, 2010, before me personally appeared MARY BARGER 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 she executed the same as her free act and deed.

WITNESS my hand and seal at office, this the day and year above written.

Dena Edelen

Notary Public

My Commission Expires:

