

PREPARED BY AND RETURN TO:

Select Title & Escrow, LLC

* **Almon M. Ellis, Jr., Attorney (MS Bar # 101914)**

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Southaven, MS 38671

(662) 349-3930

File # 11-1009

Indexing Instructions: Lot 80, Heritage Hills PUD, Phase V, in Sec 26, T1S, R8W, Plat Book 52, Page 18, DeSoto County, Mississippi

CERTIFICATE OF TRUST AGREEMENT

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

- (a) Name of Trust: Charlton Family Trust

- (b) Office of the Trust: 19437 N. 110th Avenue
Sun City, AZ 85373

- (c) Original Trustee: Thomas E. Charlton and Judith C. Charlton

- (d) Successor Trustees: Thomas M. Charlton or Daniel J. Charlton

- (e) **Trustors:** Thomas E. Charlton and Judith C. Charlton
- (f) **Real Property:** All interests in real property owned by or conveyed to the trust are:

Lot 80, HERITAGE HILLS PUD, Phase V, in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 52, Page 18, in the office of the Chancery Clerk of DeSoto County, Mississippi

Being the same property conveyed to Thomas E. Charlton or Judith C. Charlton as Trustees of the Charlton Family Trust by Quitclaim Deed recorded in Book 530, Page 713, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel # 1087-2614.0-00080.00

Property Address: 7694 Davis Pkwy, Southaven, MS 38671

- (g) **Beneficiaries:** Thomas E. Charlton and Judith C. Charlton
- (h) **Termination:** Twenty-one (21) years after the Death of the last to die of Trustors' beneficiaries living on the date of death of the Surviving Trustor
- (i) **General Powers of Trustee:** See Exhibit "A"

Executed this the 20 day of January, 2011.

Thomas E. Charlton
Thomas E. Charlton, Trustee

Judith C. Charlton
Judith C. Charlton, Trustee

STATE OF ARIZONA
COUNTY OF MARICOPA

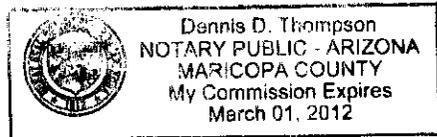
Personally appeared before me, the undersigned authority in and for the State and County aforesaid, within my jurisdiction, the within named THOMAS E. CHARLTON and JUDITH C. CHARLTON, who acknowledged that they are Trustees of the CHARLTON FAMILY TRUST, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal this 20 day of January, 2011

Dennis D. Thompson
NOTARY PUBLIC

(SEAL)

My Commission Expires:



6. The disposition of property in the Trust does not include any property over which Trustors may have a power of appointment, however.

ARTICLE IX

Trustee's Powers

In the investment, administration and distribution of the Trust Estate and the several shares thereof, the Trustee (subject only to its duty to apply the proceeds and avails of the trust property to the purposes therein specified) may perform every act in the management of the trust estate which individuals may perform in the management of like property owned by them free of trust, and it may exercise every power with respect to each item of property in the Trust Estate, real or personal, which an individual owner of like property can exercise, including, by way of illustration but not by way of limitation, the following powers:

(a) To Sell. To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of the trust estates, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as Trustee may deem advisable.

(b) To Invest. To invest and reinvest the trust estate, both principal and income if accumulated, in any property or undivided interests therein, wherever located, including mutual funds, bonds, notes (secured or unsecured), stock of corporations (including stock of Trustee), all types of trades, including options, futures and related transactions, real estate (or any interest therein), and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments of trustees, and to hold on deposit or to deposit any funds in one or more banks, including Trustee if a bank, in any form of account whether or not interest-bearing.

(c) To Hold. To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, received by Trustee from any persons, including, but not limited to, stock and securities of the Trustee, for such time as it shall seem advisable, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other trust assets, and although it represents a larger percentage or all of the Trust Estate, that original property may accordingly be held as a permanent investment.

(d) To Operate. To operate and manage, at the sole risk of the Trust Estate and not at the risk of Trustee, any property or business received in trust, as long as Trustee may deem advisable; the Trustee is authorized to incorporate any unincorporated business received hereunder or to liquidate same if incorporated; and to accept beneficial employment with or from any business in which the trust

EXHIBIT A

estates may be interested, whether by way of stock ownership or otherwise, and even though the interests of the trust estates in the business shall constitute a majority interest therein, or the complete ownership thereof; and to receive appropriate compensation from such business for such employment.

(e) To Lease. To lease property upon any terms or conditions and for any term of years although extending beyond the period of any trust hereunder.

(f) To Develop. To develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights-of-way with respect to any real property or improvements of this trust, and to improve, construct, repair, alter, reconstruct or demolish any such improvements, and to lease for any periods all or any part of the trust estate, upon such terms and conditions and for such considerations as Trustee may deem advisable.

(g) To Register. To cause any of the investments which may be delivered to or acquired by it to be registered in Trustee's name or in the name of a nominee; any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer; to retain any investment received in exchange in any reorganization or recapitalization.

(h) To Employ. To employ agents, experts and counsel, investment or legal, even though they may be associated with, employed by or counsel for any of the Trustees or any of the beneficiaries of the Trust Estate; and to make reasonable and proper payments to such agents, experts or counsel for services rendered.

(i) To Dissolve. To enter into an agreement making the trust estates liable for a pro rata share of the liabilities of any corporation which is being dissolved, and in which stock is held, when, in Trustee's opinion, such action is in the best interests of the Trust Estate.

(j) To Compromise. To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which the Trust Estate may owe or be a party to or which may be liens or charges against any property of the Trust Estate, although the Trust Estate may not be liable thereon, in such manner as they may deem advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estates against others or of others against the trust estates as they may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which Trustee may deem advisable.

(k) To Borrow. To borrow money from any person including Trustee for any purpose connected with the protection, preservation or improvements of the trust estates whenever in Trustee's judgment advisable, and as security to mortgage or pledge any real estate or personal property forming a part of the trust estates upon such terms and conditions as Trustee may deem advisable.

(l) To Reserve. To set up, out of the rents, profits or other income received, if any, reserves for taxes, assessments, insurance, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for beneficiaries entitled to receive income as Trustee shall deem advisable.

(m) To Value. To determine the market value of any investment of the trust estates for any purpose on the basis of such quotations or information as Trustee may deem pertinent and reliable without any limitation whatever; to distribute in cash or in kind upon partial or final distribution.

(n) To Pay Costs. To pay all costs, charges or expenses of the trust estates and pay or compromise all estate and income taxes pertaining to the trust estates which may be assessed against them or against Trustee on account of the trust estates or the income thereof; to pay the cost of administration of any estate in which any beneficiary hereunder has any existing or future interest and to charge such payments against the principal of the respective trust estates; to pay a reasonable compensation to Trustee for Trustee's services hereunder, including services in the matter of whole or partial distribution of the trust estates.

(o) To Purchase Insurance. To carry insurance against such risks and for such amounts and upon such terms as Trustee deems necessary for the protection of Trustee or any beneficiary of the Trust Estate, and to purchase policies of insurance on the life of any beneficiary of any trust, or on the life of any other person in whom any trust may have an insurable interest, and to continue in effect or to terminate any life insurance policy which may be owned or held by any trust; and to pay any premiums or other charges, and to exercise any and all rights or incidents of ownership in connection therewith.

(p) To Apportion. To determine what is principal and what is income and to allocate receipts and expenses between them as Trustee shall in good faith determine. All decisions and accounts of the Trustee shall be binding on all persons in interest and it shall incur no liability on account thereof unless Trustee is guilty of fraud or gross negligence.

(q) To Deal. To sell or purchase assets and make loans from or to any trust or estate in which any of the beneficiaries of any of the trusts established herein may be interested, including sales by one of the trusts hereby established to any other one of the trusts hereby established; to deal in every way and without

limitation or restriction with the personal representative or Trustee of any trust or estate in which any beneficiary hereunder has any existing or future interest, even though Trustee is acting in such other capacity, without liability for loss or depreciation resulting from such transactions to purchase from, sell to or otherwise deal with any corporation, association, partnership or firm with which any of them may in any way be interested, as freely as they might or could deal with an independent third party, and without any greater responsibility, all rules or provisions of law to the contrary being hereby expressly waived.

(r) To Purchase Special Properties. To purchase or otherwise acquire, and to retain, whether originally a part of the Trust Estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or any variety of real or personal property, including stocks or interests in investment trusts and common trust funds, as they may deem advisable, whether or not such investments be of the character permissible for investments by fiduciaries or unsecured, unproductive, under productive or of a wasting nature. Investments need not be diversified and may be made or retained with a view to a possible increase in value. Trustee may at any time render liquid the trust estates, in whole or in part, and hold cash or readily marketable securities of little or no yield for such period as Trustee may deem advisable.

(s) To Distribute. To make any distribution or division of the trust property in cash or in kind, or both, and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or portions, and to determine the value of any such property; and to continue to exercise any powers and discretions herein given for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated.

(t) To Participate. To have, with respect to all trust property, all the rights, powers and privileges of any owner, including the power to give proxies, pay assessments, abandon stock, or to expend any sums deemed by Trustee to be necessary for the protection of the Trust Estate, and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and to participate in and deposit securities with any creditors, bondholders, stockholders or other protective committee.

(u) To Make Payments. To make payments of income or principal to the respective beneficiaries in person or upon their personal receipts, or at Trustee's discretion deposit same in any bank to the credit of such beneficiary in any account carried in his or her name or jointly with another or others; to make payment or distributions to an incompetent beneficiary in one of the following ways as in Trustee's opinion is necessary or advisable:

- (i) directly to such beneficiary;

- (ii) to his or her legal representative.
- (iii) to some near relative or friend; or
- (iv) by the Trustee using such payments directly for the benefit of such beneficiary;

(v) To Administer Other Trusts. To administer any other Trust created with identical beneficiaries and provisions as contained herein as though only one trust had been created: provided, however, separate shares (although a physical segregation of assets shall not be necessary) shall be maintained for the respective beneficiaries as required under the provisions of the respective Trust Agreements.

(w) To Pay Funeral Expenses. To pay, without right of reimbursement from anyone, funeral expenses of the creators of this Trust or any beneficiary.

(x) To Resign. To resign at any time, such resignation to be effective upon appointment of and transfer of trust assets to a successor trustee.

(y) Power to Act as Trustee. Either of the Trustees may act independently of the other. Each of the Trustee has the right to transact business for the trust over his or her sole signature.

(z) Power to Appoint Successor Trustees. During the lifetime of the Trustors, the Trustors together shall have power to remove any Trustee and to designate additional trustees or successor trustees.

(aa) To Buy on Margin. To buy, sell and trade in securities of any nature, including short sales, options, spreads and straddles, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

On the death of one Trustor, the surviving Trustor shall retain the above rights to remove or appoint any additional or successor trustees.

ARTICLE X

Spendthrift Clause

Each and every beneficiary of the Trust herein is restrained from and shall be without authority or power to sell, assign, transfer, pledge, mortgage, hypothecate, alienate, anticipate or in any manner encumber, impair or otherwise affect his or her beneficial rights, interests or claims in or to income and/or principal of the Trust during the term hereof, nor shall the right, title, interest or estate of any such beneficiary to income or principal be subject or liable while in