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W.E. DAVIS, CH CLERK

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Certification of Trust  
Cover Sheet

Prepared By and Return to: Realty Title & Escrow Co., Inc. ★  
6397 Goodman Road, Ste 112  
Olive Branch, MS 38654  
11080044

**Certification of Trust**  
**BY**  
**Sworn Declaration of Trustee**  
**Of the Eileen A. Drew Living Trust**

**CERTIFICATION OF TRUST**  
**BY**  
**SWORN DECLARATION OF TRUSTEE**  
**OF THE EILEEN A. DREW LIVING TRUST** 11080044

Pursuant to 91-9-7 of the Mississippi Code, the undersigned, being all of the Trustees of the Eileen A. Drew Living Trust (the "Trust"), after first being duly sworn and having signatory authority under the Trust, declare as follows:

1. **Existence of Trust.** The Trustee affirms that the Trust is in existence and came into existence on March 27, 2007.
2. **Settlor; Acting and Named Successor Trustee.** Eileen A. Drew is the Settlor/Grantor of the Trust. Eileen A. Drew is the currently acting Trustee of the Trust. Janet M. Drew is the named successor Trustee of the Trust.
3. **Powers of Trustee.** The administrative or managerial powers of the Trustees are contained in Articles VII and VIII of the Trust Agreement and are attached hereto as Exhibit A and incorporated herein by reference.
4. **Revocability of Trust.** The Trust is revocable. The Grantor holds the power to revoke the Trust.
5. **Signature Authority of Multiple Trustees.** Eileen A. Drew is the currently acting Trustee and is all that is required to sign in order to exercise the various powers of the Trustee.
6. **Successor Trustee Designated.** Any third party may rely on the authority of one (1) or more successor Trustees without proof of their succession.
7. **Trust Identification Number.** As long as the Grantor is the sole or co-Trustee of the Trust, the Trust's identification number shall be the Grantor's Social Security Number.
8. **Titling of Trust Assets.** Trust assets should be titled in the name of the Trustee(s), as Trustee(s) of the Eileen A. Drew Living Trust U/A dated March 27, 2007.
9. **No Revocation, Modification or Amendment.** To the best of the undersigned Trustee's knowledge, the Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

**EXHIBIT A**

**ARTICLE VII**  
**ADMINISTRATIVE PROVISIONS**

1. If any trust property becomes distributable to a beneficiary when the beneficiary is under thirty (30) years of age, or when the beneficiary is under any form of legal disability, as defined below, the Trustee may, but is not required to, retain that beneficiary's share in a separate trust until he or she attains thirty (30) years of age, or until his or her legal disability has ceased, as follows:

The Trustee shall apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's education, health, maintenance and support.

In making any distributions of income and principal under this paragraph, the Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement. Any net income not distributed to a beneficiary shall be accumulated and added to principal. The Trustee shall distribute the trust property to a beneficiary when he or she attains thirty (30) years of age or when he or she ceases to be disabled.

If a beneficiary should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such beneficiary's estate.

2. If the Trustee is directed in this Agreement to pay income or principal from time to time to any beneficiary who is under legal disability or in the opinion of the Trustees incapable of properly managing his or her affairs when distribution is to be made, the Trustee may use such income or principal for such beneficiary's support, maintenance, health and education.

3. When the Trustee has the power under this Agreement to use any income or principal for the benefit of any person, the Trustee may expend it for the benefit of that person, or pay it directly to that person or for his or her use to his or her guardian, parents, spouse, or to the person with whom he or she is residing, without responsibility for its expenditure.

4. The interest of any beneficiary under the trust herein created shall not be subject to assignment, and such beneficiaries are hereby restrained from selling, transferring, hypothecating, assigning, or otherwise disposing of the principal of the trust or the income thereof before it comes into their hands, and such principal or income shall not be subject to execution or other legal process for any debt or liability any beneficiary may have contracted or may hereafter contract or be liable for in any manner.

5. This Agreement and dispositions under it shall be construed and governed by the law of Mississippi unless the situs of the trust is changed pursuant to paragraph 12 below.

6. The powers conferred upon the Trustee by this Trust may be exercised by the Trustee acting together or by either Trustee acting alone and either Trustee's signature or act under the authority granted in this document may be accepted by persons as fully authorized by the Grantor. No person or entity who relies in good faith upon the authority of either of my Trustees under this document shall incur any liability to the Grantor, the Grantor's estate, or the Grantor's heirs, their successors or assigns. In addition, no person or other entity who relies in good faith upon any representation by either of the Trustee may make as to (a) the fact that the Grantor's Trustee powers are then in effect, (b) the scope of the grant of the Trustees authority granted under this, or (c) the fact that the Grantor's Trustee continues to serve as the Grantor's Trustees, shall incur any liability to the Grantor, the Grantor's estate, the Grantor's heirs, their successors or assigns from preventing the Trustees to exercise any such authority.

7. The Trustee shall be entitled to reasonable compensation for the services rendered, but in the case of a professional Trustee, not more than that set forth in the Trustee's published rate schedules in respect of this type of trust which is current at the time or times such compensation is payable.

8. The Trustee shall have the authority to remove any Trust created under this Agreement, the property described in the attached Schedule and any additional property accumulated in any Trust created under this Agreement or added to this Trust Agreement in any manner, for any reason including but not limited to tax benefits, the rule against perpetuities and protection from creditors, to any situs other than Mississippi, including any other state, foreign country or foreign commonwealth.

9. Except as otherwise provided in this agreement, any individual may be treated as disabled, incompetent, or legally incapacitated if:

The individual has been declared or adjudicated as such by a court of competent jurisdiction, or

A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction, or

The individual has been certified as such in writing by at least two licensed physicians, or

The individual has disappeared or is absent for unexplained reasons, or the individual is being detained under duress where the individual is unable to effectively manage his or her property or financial affairs, or

The individual is addicted to drugs, alcohol, or gambling at the time specified for said individual to withdraw principal and undistributed income from the trust. The decision of the Trustee with respect to whether an individual is so addicted shall be made in good faith and the action taken pursuant to such decision shall be final and binding on all beneficiaries hereunder. The decision of the Trustee shall be considered to be made in

good faith provided the Trustee has no prior actual knowledge that the individual is addicted to drugs, alcohol, or gambling and there are no circumstances which indicate that the individual is addicted to drugs, alcohol, or gambling. The Trustee has no duty to inquire as to whether or not the individual is addicted to drugs, alcohol, or gambling.

#### ARTICLE VIII POWERS

The Trustee shall have all the powers, authority, privileges and immunities as provided and enumerated in Mississippi Code Annotated § 91-9-101, including any amendments thereto, and the same is expressly referred to and incorporated herein by this reference. The Trustee shall have all the further powers, privileges and immunities reasonably required for the efficient administration of any trust created hereunder and the Trustee shall also have the power to do and perform all things and acts, and to deal with the Trust Estate or estates and each and every part thereof, as in the judgment and discretion of the Trustee, may be in the best interest of the Trust Estate or estates. The Trustee shall further have the additional power to vote stock, give proxies, pay assessments and other sums deemed by the Trustee to be necessary for the protection of the Trust Estate. The Trustee shall have the power to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations. In connection therewith, the Trustee shall have the power to deposit securities with, and transfer title to, any protective or other committee, under such terms as the Trustee may deem advisable. The Trustee shall have the power to exercise or sell stock subscription or conversion rights, and to accept and retain, as an investment, any securities or other property received through the exercise of any of the foregoing powers. The Trustee shall have the power to exercise any option to purchase stock under any stock option purchase plan, in which any deceased beneficiary is a participant, and to hold such option rights to the extent that any such option rights may be exercised by the Trustee, even though the stock involved is stock of a corporation which may be serving as corporate Trustee hereunder, regardless of the amount of such stock, or the percentage of the Trust Estate which may be invested in such stock, before or after any purchase under such option. The Trustee shall have the power to invest and reinvest principal and income, to purchase or acquire therewith every kind of property, real, personal or mixed including, without limitation, shares of one or more mutual funds, in any common trust funds administered by the Trustee, corporate obligations of every kind, and stock (any reference to "stock", "corporate", "corporation" or similar terms shall include limited liability company interest, general partnership interest, limited partnership interest or other business interest), preferred or common, which men of prudence, discretion and intelligence acquire for their own account; to make purchases and sales, outright or financed, by way of short sales, puts, calls, straddles, and sales against the box, on margin or otherwise, covered or uncovered, whether of commodities, precious metals, financial instruments, contracts of future delivery, or other investment media, however speculative, and for the purpose of enabling the Trustee to exercise the powers granted under this subparagraph, to maintain and operate margin accounts, discretionary accounts, or any other type of brokerage accounts, and to pledge or mortgage the trust property as security for loans or advances made to the Trustee in conjunction with any transactions permitted under this subparagraph. The Trustee are authorized to employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or part of the assets of the Trust

Estate, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists and other agents and any other expenses against the principal or income of the Trust Estate in the Trustee's discretion. Nothing herein in this paragraph should be construed to limit the Trustee's authority as established in the Prudent Man Rule or Prudent Investor Rule. The Trustees shall have the power to hold assets in registered, bearer, physical, certificated or book entry, and may custody assets with any bank, trust company, or broker, any of which may be foreign or domestic, as well as with any central depository commonly used to custody assets of the type custodied which may also be foreign or domestic. All the above powers, as well as any other investment provisions contained in any trust hereunder, shall apply to foreign as well as domestic securities.

Regardless of any provision of this Trust, or any law to the contrary, the Trustee may retain for any period of time without limitations, and without liability for loss or depreciation of value, any property transferred to the Trustee, including but not limited to, interest in any business, limited liability company, real property, partnership interest (whether a general, special or limited) or other business organizations, regardless of whether the Trustee would otherwise deem such property as appropriate trust investments and though its retention might violate principles of investment diversification.

The Trustee's exercise or non-exercise of powers and discretion 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 Trustees that the Trustee's are acting in compliance with this instrument shall fully protect all persons dealing with the Trustee's or any of them.

The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust Estate. The Trustee shall not be required to give any bond or security, or make or subscribe to any oath, and shall not be required to file any inventory or accounting with any court, or obtain any periodic appraisals of real estate.

If for any reason the Trustee is unwilling or unable to act as to any out-of-state property, any person or qualified entity that has trust powers as the Trustee shall from time to time designate in writing shall act as special Trustee as to that property. Any person or such entity acting as special Trustee may resign at any time by giving written notice to the Trustee. Each special Trustee shall have the powers granted to the Trustee by this Trust, to be exercised only with the approval of the Trustees, to whom the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this Trust. The Trustees shall have the authority to terminate the appointment of any special Trustee at any time. No special Trustee hereunder shall be required to give any bond, security or to make or subscribe any oath or to file any inventory, settlement, or accounting with any court, notwithstanding any statute or rule of law to the contrary.

The Trustee shall have the power to use and expend the trust income and principal to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to

contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute or defend legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant, regardless of whether the trust or any fiduciary (individually or in a fiduciary capacity) is named as a party in any such controversy; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the Trustee under this paragraph may be charged against income or principal as the Trustee shall determine.

No Trustee shall be liable for any loss or depreciation in value sustained by the trust as a result of the Trustee retaining or acquiring any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless such Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

Notwithstanding any contrary provisions of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustees against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder or any other similar law, rule or regulation of any state or jurisdiction.

IN WITNESS WHEREOF, the undersigned Trustee has executed this Certification of Trust on this 4<sup>th</sup> day of ~~February~~, 2011, in order to evidence the existence and validity of the Eileen A. Drew Living Trust. March

Eileen A. Drew  
Eileen A. Drew, Trustee

STATE OF MS  
COUNTY OF Desoto

The Trustee, Eileen A. Drew, being duly sworn, make oath and state that she is the currently acting Trustee of the Eileen A. Drew Living Trust, and that the statements made in this Certification of Trust are true and correct to the best of her knowledge, information and belief.

Eileen A. Drew  
Eileen A. Drew

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Eileen A. Drew, to me known to be the person described in and who executed the foregoing Certification of Trust, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 4<sup>th</sup> day of ~~February~~ March, 2011.



[Signature]  
Notary Public