

Prepared by:

John R. Windsor, Jr.

\* Attorney at Law

MS Bar #: 101313

6800 Poplar Avenue

Suite 120

Germantown, TN 38138

901.680.0101

866.299.4784 (Fax)

Title of Document: CERTIFICATION OF TRUST FOR THE DAVID C. PASCHALL REVOCABLE TRUST

The street and mailing addresses of the office and the name and street and mailing addresses of the Trustees:

David C. Paschall  
6320 Elmore Road  
Bartlett, TN 38134  
901-487-0811

The name and street and mailing address of the Grantor:

David C. Paschall  
6320 Elmore Road  
Bartlett, TN 38134  
901-487-0811

No Indexing Instructions

THIS CERTIFICATE OF TRUST AGREEMENT is made pursuant to Section 91-9-7 of the Mississippi Code of 1972, as amended, and is executed by DAVID C. PASCHALL, as trustee (the Trustee) of the DAVID C. PASCHALL REVOCABLE TRUST, dated the 17th day of August, 2011 (the Trust) and contains the following information:

Name of the Trust: DAVID C. PASCHALL REVOCABLE TRUST.

- (a) A legally sufficient description of all interests in real property owned by or conveyed to the Trust: see Schedule A.
- (b) The anticipated date of termination of the Trust is the later of: the death of the Grantor (and the completion of the administrative process of the trust) or the distribution of all trust assets.
- (c) The general powers granted to the Trustee: to do all things permitted under law, including but not limited to the following. The administration and management of the trust, the sale and conveyance of the trust assets, the investment and reinvestment of trust assets, and the rights, powers, duties and liabilities of the Trustee shall be in accordance with and governed by the terms and provisions of the Uniform Trustees' Powers Law of Mississippi (being Section 91-9-101 and following of the Mississippi Code of 1972) as it now exists or may hereafter be amended and in accordance with specific provisions of the trust agreement. The Trustee is given specific power and authority in the trust agreement as follows: To receive, invest in, and retain in the trust all types of property whether received by conveyance made by the Grantor, or others, during life, or by Will, and especially to receive, invest in and retain in the trust shares of stock in closely held corporations, partnership interests in general and limited partnerships, oil, gas, and other mineral interests, standing timber, and improved and unimproved real estate regardless of where it may be situated, without liability and without regard to the proportion such property or property of a similar character so held may bear to the entire amount of the trust estate and whether or not such property is of the class in which trustees generally are authorized to invest by trust law. To retain any interest in oil, gas or other mineral resources received from any source and to acquire and retain other interests in oil, gas or mineral resources; to execute as to those interests any agreements, assignments, contracts, deeds, grants, leases for any term (even though the term may extend beyond the termination of the trust) and any other instruments or documents; to manage, control, operate, explore, mine, develop or take any action for the production, recovery, sale, treatment, storage or transportation of any interest in oil, gas or other mineral resources; to drill, rework or re-complete wells of any type; to conduct or participate in secondary recovery operations; to enter into agreements for pooling or unitization; and to install, operate or participate in the operation of any plant, mine or other facilities. Interests in oil, gas and other mineral resources may be retained and acquired without liability for any loss and without application to any court.

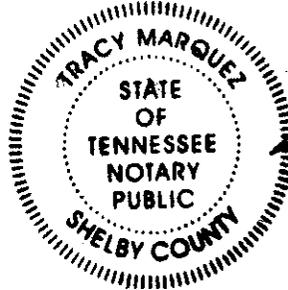
IN WITNESS THEREOF, this Certificate of Trust Agreement is executed on this the 31<sup>ST</sup> day of August, 2011.

David C. Paschall  
DAVID C. PASCHALL, Trustee

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, DAVID C. PASCHALL as the Trustee of the DAVID C. PASCHALL REVOCABLE TRUST who acknowledged that such person executed the above and foregoing Certificate of Trust Agreement on the day and year therein shown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 31<sup>ST</sup> day of August, 2011.



[Signature]  
Notary Public  
My Commission Expires: 12/16/2013

SCHEDULE "A"

PROPERTY ASSIGNED, TRANSFERRED  
AND CONVEYED TO TRUSTEE BY GRANTOR

The sum of Ten and No/100 Dollars (\$10.00)

Also the following described real property lying and being situated in DeSoto County, Mississippi, and more particularly as follows, to-wit:

**Lot 71, Section "C", First Revision, Magnolia Estates, situated in Section 35, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat recorded at Plat Book 36, Page 21, in the Office of the Chancery Clerk's Office of DeSoto County, Mississippi.**