

RECORDATION REQUESTED BY:

First Tennessee Bank National Association, Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671

WHEN RECORDED MAIL TO:

First Tennessee Bank National Association, Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671

SEND TAX NOTICES TO:

First Tennessee Bank National Association, Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671

FOR RECORDER'S USE ONLY

O'BRIEN LAW FIRM, LLC

1630 Goodman Rd. East-Suite

Southaven, MS 38671

(662) 349-3330

11090075

This Trust Certificate prepared by:
First Tennessee Bank National Association
615 Goodman Road East
Southaven, MS 38671
(662) 349-2959

INDEXING INSTRUCTIONS: Lot 3, McIngvale Commons, section 17, Township 3 South, Range 7 West. PB69 P312

TRUST CERTIFICATE

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

CERTIFICATION OF TRUST. This Trust Certificate is given by each of the Trustees voluntarily, pursuant to Miss. Code Ann. Section 91-9-7, intending that the facts set forth in this Certificate be relied upon by Lender as true and correct.

- (A) The street and mailing address of this office is: 9078 Forest Hill Irene Cove, Germantown, TN, 38139.
- (B) Trust is in existence as of this date and is evidenced by a Trust instrument executed on September 10, 2007.
- (C) The names and addresses of the Trustees are: Nilika R. Malhotra and Sunil Malhotra whose address is 9078 Forest Hill Irene Cove, Germantown, TN, 38139.
- (D) The names of the Trust Grantors are: Sunil Malhotra 9078 Forest Hill Irene Cove, Germantown, TN, 38139 and Nilika R. Malhotra 9078 Forest Hill Irene Cove, Germantown, TN, 38139.
- (E) The powers of Trustees include the power to do, or perform, all of the acts and things on behalf of Trust set forth in this Certificate. The trust powers include at least all of the trust powers contained in the Mississippi Uniform Trustee's Powers Law.
- (F) Warranty Deed dated September 10, 2007 conveying Lot 3, McIngvale Commons from Sunil Malhotra and Nilika R. Malhotra filed in DeSoto County on September 27, 2007 under Original Instrument W/569/377.

BORROWING CERTIFICATE. Trustees, for and on behalf of Trust, are authorized and empowered on behalf of Trust:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between Trust and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of Trust's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of Trust's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to Trust or in which Trust now or hereafter may have an interest, including without limitation all of Trust's real property and all of Trust's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of Trust to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other

TRUST CERTIFICATE
(Continued)

Loan No: 30068097

Page 2

evidences of indebtedness payable to or belonging to Trust or in which Trust may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to Trust's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the Trustees may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

TERMINATION OR TRANSFER. Trustees agree that the Trustees will provide to Lender written notice prior to any termination or revocation of Trust or prior to the transfer from Trust of any Trust asset upon which Lender may be relying for repayment of Trust's indebtedness to Lender.

MULTIPLE BORROWERS. Trust may enter into transactions in which there are multiple borrowers on obligations to Lender and Trust understands and agrees that, with or without notice to Trust, Lender may discharge or release any party or collateral securing an obligation, grant any extension of time for payment, delay enforcing any rights granted to Lender, or take any other action or inaction, without the loss to Lender of any of its rights against Trust; and that Lender may modify transactions without the consent of or notice to anyone other than the party with whom the modification is made.

NOTICES TO LENDER. The Trustees will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in Trust's name; (B) change in Trust's assumed business name(s); (C) change in the Trustees of the Trust; (D) change in the authorized signer(s); (E) change in Trust's state of organization; (F) conversion of Trust to a new or different type of business entity; or (G) change in any other aspect of Trust that directly or indirectly relates to any agreements between Trust and Lender. No change in Trust's name or state of organization will take effect until after Lender has received notice.

FURTHER TRUST CERTIFICATIONS. The persons named above are duly appointed and acting Trustees of Trust and are duly authorized to act on behalf of Trust in the manner described above; I am familiar with the purpose of the Indebtedness; the Indebtedness proceeds are to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries.

CONTINUING VALIDITY. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of Trust's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

I have read all the provisions of this Certificate, and I personally and on behalf of Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated October 7, 2011.

CERTIFIED TO AND ATTESTED BY:

X: [Signature]
Secretary or Other Authorized Signer for The Malhotra Family Revocable Living Trust

TRUST ACKNOWLEDGMENT

STATE OF MS)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 7 day of October, 2011, within my jurisdiction, the within named Secretary or Other Authorized Signer for The Malhotra Family Revocable Living Trust, of Malhotra Family Revocable Living Trust, a Mississippi trust, and acknowledged that for and on behalf of the said trust, and to act and deed, he or she signed, executed and delivered the above and foregoing Certificate for the purposes mentioned on the 7 day of October, 2011 and year therein mentioned after first having been duly authorized by said trust so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6-16-2014

