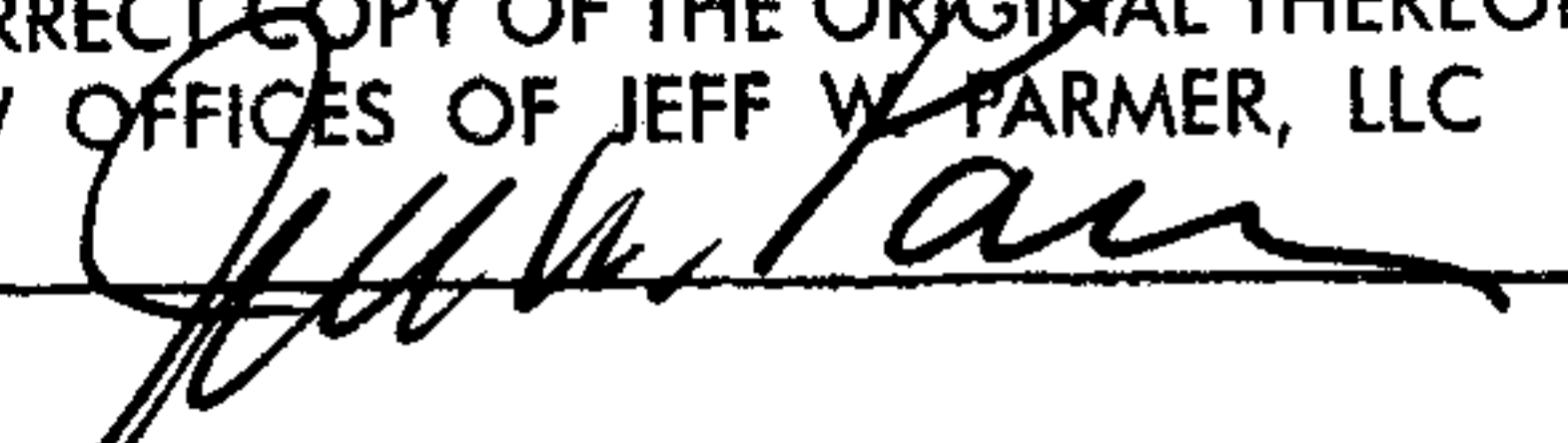


I HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL THEREOF.
LAW OFFICES OF JEFF W. FARMER, LLC
BY: 

MEMORANDUM OF TRUST

KNOW ALL EN BY THESE PRESENTS THAT:

1. Michael W. Hinkle, also known as Michael Wayne Hinkle, ad Mary C. Hinkle, also known as Mary Carolyn Hinkle, Mary R. Hinkl and Mary Roper Hinkle, husband and wife, of Edmond, Oklahoma County, Oklahoma, on or after the 3rd day of November, 2009, grated and conveyed to Michael W. Hinkle and Mary C. Hinkle, Trustees of the Mary C. and Michael W. Hinkle 2009 Revocable Trust under Agreement dated the 3rd day of November, 2009, certain of the real and personal property belonging to Michael W. Hinkle and Mary C. Hinkle.

2. Article II, Paragraph 2.01 relating to appointment of the Trustee and Successor Trustee of said Trust provides as follows:

Appointment of Trustee and Successor Trustee. Michael W. Hinkle and Mary C. Hinkle are hereby designated as Trustee of this trust. Pursuant to Title 60 Oklahoma Statutes Section 175.17, Michael W. Hinkle and Mary C. Hinkle are authorized and do agree that as long as they both shall serve as Co-Trustees either of them may individually perform any act in the administration of the Trust. If either of the aforementioned persons shall fail to qualify, resign or be unable to continue as Trustees for any reason, then the survivor of them shall serve as successor Trustee of this trust. If both of the aforementioned persons shall fail to qualify, resign or be unable to continue as Trustee for any reason, then Brenton Wyatt Hinkle shall serve as successor Trustee of this trust.

3. Article II, Paragraph 2.02 relating to appointment of Substitute Trustee of said Trust provides as follows:

Appointment of Substitute Trustee. Michael W. Hinkle or Mary C. Hinkle may, at any time while acting as sole Trustee hereunder, designate in writing an individual or corporate Trustee to act either as sole Trustee, in the event of the resignation or inability of such appointing Trustee to continue as Trustee, or to act as a Co-Trustee with such appointing Trustee. Such appointed Trustee may be removed with or without cause by such appointing Trustee at any time; and such appointing Trustee may, if acting as Co-Trustee with such removed Trustee, thereafter act as sole Trustee, or if the removed Trustee

was acting as sole Trustee, then such appointing Trustee may, if he or she desires, again assume the position of sole Trustee. This appointment, if made by Michael W. Hinkle or Mary C. Hinkle, shall supersede any other appointment.

4. Article II, Paragraph 2.04 relating to the powers of the Successor Trustee of said Trust provides as follows:

Powers of Successor Trustee. Any successor Trustee shall have, from and after appointment or succession to office hereunder and without any assignment or action by any person, all the title, rights, interests and powers, including discretionary rights and powers which are by the provisions of this Agreement granted to and vested in the predecessor Trustee.

5. Article II, Paragraph 2.05 relating to the incapacity of the Trustee of said Trust provides as follows:

Incapacity of Trustee. Any individual acting in a fiduciary capacity shall be considered unable to act if adjudicated incapacitated or partially incapacitated such that such individual is unable to fulfill the fiduciary duties or if a doctor familiar with his or her physical and mental condition certifies in writing that such individual is unable to give prompt and intelligent consideration to business matters.

6. Article VI, Paragraph 6.02 relating to the reliance by third parties on the Trustee's authority of said Trust provides as follows:

Reliance by Third Parties on Trustee's Authority. No person, firm or corporation dealing with the Trustee with reference to any of the trust assets, if acting in good faith, shall be required to ascertain the authority of the Trustee, nor to see to the performance of the Trustee's duties, nor to be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee for the account of the trusts, but, if acting in good faith, such person, firm or corporation may deal with the Trustee as though the Trustee were unconditional owner of the trust assets.

7. From and after the filing of an affidavit of a successor trustee as Successor Trustee reciting the facts establishing the events causing a succession of trustee, and the fact of acceptance of duties by such Successor Trustee, all persons shall be entitled to deal with such Successor Trustee as Trustee of

the Mary C. and Michael W. Hinkle 2009 Revocable Trust under Agreement dated the 3rd day of November, 2009.

In Witness Whereof, the parties have executed this Memorandum this 3rd day of November, 2009.


Michael W. Hinkle


Mary C. Hinkle

SETTLORS


Michael W. Hinkle


Mary C. Hinkle

TRUSTEES

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 3 day of November, 2009, by Michael W. Hinkle and Mary C. Hinkle.


Notary Public

My Commission Expires:

(SEAL OR STAMP)



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this
3 day of November, 2009, by Michael W. Hinkle and
Mary C. Hinkle, Trustees of the Mary C. and Michael W. Hinkle 2009
Revocable Trust under Agreement dated the 3rd day of November, 2009.



Notary Public

My Commission Expires:

(SEAL OR STAMP)

