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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**ROLAND REX GRIFFIN
REVOCABLE TRUST**

This agreement dated as of the 19 day of Aug, 2005, by and between ROLAND REX GRIFFIN, as grantor, of the City of Olive Branch, the County of Desoto and the State of Mississippi and ROLAND REX GRIFFIN, as Trustee, being the original Trustee of the Roland Rex Griffin Revocable Trust.

WITNESSETH

WHEREAS, I desire to create a trust to hold such property itemized and described in "Exhibit A," attached hereto, together with such monies, life insurance, securities and other assets as I may hereinafter deposit into said trust or the Trustee may hereafter at any time hold or acquire hereunder (said monies, securities, insurance and other assets, being hereinafter referred to collectively as the "Trust Estate") for the purposes hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, I hereby revoke all prior revocable trusts created by me, and I agree to execute such further instruments as shall be necessary to transfer property to this Trust and the Trustee agrees to hold the Trust Estate, in trust, nevertheless, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

ARTICLE I

NAME OF TRUST AND APPOINTMENTS

A. NAME OF TRUST:

This trust shall be known as the **ROLAND REX GRIFFIN REVOCABLE TRUST.**

Roland Griffin

B. GRANTOR

Roland Rex Griffin is the Grantor of this Revocable Trust.

C. PRIMARY TRUSTEES:

Roland Rex Griffin of 7121 Oak Forrest, Olive Branch, Mississippi 38654 is designated as the primary trustee of this trust. Roland Rex Griffin may exercise dominion and control over any and all of the trust assets. In the event that Roland Rex Griffin is unable to serve then I appoint Diane Shook, of Potomac, Maryland as Successor Trustee. Should both Roland Rex Griffin and Diane Shook be unwilling or unable to serve, then I appoint Tara Griffin as Second Successor Trustee.

D. RESIGNATION OF TRUSTEE(S):

Any trustee may resign at any time by giving at least thirty days prior written notice, specifying the effective date of the resignation to the beneficiary/beneficiaries of this trust and to the trustee appointed by this Declaration of Trust to act upon the resigning trustee's resignation.

ARTICLE II**A. ADDITIONS TO AND WITHDRAWALS FROM CORPUS**

I may during my lifetime withdraw property from this Trust in any amount and at any time upon giving written notice to the Trustee. Further, I may add such property to the trust as I desire; such additions shall be covered by the provisions hereof, the same as if originally included herein. Any other person, with the consent of the Trustee, may add to the principal of the Trust created herein by deed or will or otherwise; such additions shall be covered by the provisions hereof, the same as if originally included herein. Any other withdrawal and/or distribution shall be controlled as stipulated under the remaining terms of this Trust.

B. LAWS GOVERNING

This Trust shall be construed and regulated in all aspects by the laws of the State of Mississippi.

C. INTERPRETATION OF TRUSTEE DISCRETION

Notwithstanding any other provision herein to the contrary, in the management, investment and distribution of this Trust fund, the Trustee shall consider the primary beneficiary as the Trustee's primary interest and responsibility, and the Trustee shall consider contingent and/or remainder beneficiaries as the Trustee's secondary interest and responsibility.

ARTICLE III**ADMINISTRATION DURING LIFETIME OF GRANTOR****A. RIGHT TO REVOKE AND AMEND THE TRUST**

I expressly reserve the right, at any time and from time to time, during my lifetime, by instrument in writing delivered to the Trustee to alter, amend, or revoke this Agreement, either in whole or in part. In case of revocation, all insurance policies, securities, and property held in trust hereunder, or that part thereof as to which the Agreement shall be revoked, shall be delivered by the Trustee to me or in accordance with my written directions. Any such revocation shall occur without any distribution, revocation, termination or other similar fee.

B. DISPOSITION OF INCOME AND PRINCIPAL

1. "Income Distributions": During my lifetime, the Trustee shall manage, invest and reinvest the Trust Estate, shall collect the income thereof, and shall pay over the net income to me or shall apply the same for my benefit, as much of the net income as the Trustee, in his discretion, deems advisable for my health, education, maintenance and support. These distributions shall be made in proportions and amounts and at such intervals as the Trustee determines. Any income not distributed

shall be added to the principal and distributed in accordance with subsequent provisions.

2. "Principal Distributions": In addition, the Trustee, during my lifetime, is hereby authorized, at any time or from time to time, and in the Trustee's absolute discretion, to pay over as much principal as the Trustee, in its discretion, deems advisable for my health, education, maintenance and support.

ARTICLE IV

ADMINISTRATOR UPON DEATH OF GRANTOR

Upon my death, this Trust shall become irrevocable and the Trustee shall have the following duties and shall dispose of the Trust Estate in the following manner:

A. Pay all of the deceased's legally enforceable debts, including the expenses of his last illness and funeral (including cost of a monument) current bills and any and all other expenses.

B. After the death of Roland Rex Griffin and after payment of those debts and expenses listed in paragraph 1 above the assets remaining in this trust shall be distributed as follows and the Trust shall thereafter terminate:

- (1) All assets shall be divided equally between the Grantor's children, Tara Griffin Jackson and Christine Flores.
- (2) In the event any beneficiaries predeceases Roland Rex Griffin, then the share the deceased child would have received shall lapse and that deceased beneficiaries' share will vest in the survivors of those listed in (1) above.
- (3) In the event that both those persons named in (1) above predecease the Grantor, then all assets of this trust shall be distributed to the following in equal shares:
 - A. Amanda Butler
 - B. Jacob Archbald
 - C. Kyrstyn Jackson
 - D. Ian Jackson

In the event that any of the four named above shall be minors at distribution, their portion of the trust assets will be distributed to their legal guardians.

ARTICLE V**POWERS AND DUTIES OF TRUSTEE**

I hereby grant to the Trustee of the trust established hereunder (including any substitute or successor Trustee) the continuing absolute, discretionary power to deal with any property, real or personal, held in any trust. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with such Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. No Trustee shall be required to post bond. The Trustee shall have the following specific powers and authority:

A. All the powers enumerated in the Uniform Trustees' Powers Law, Sections 91-9-101 and following of the Mississippi Code of 1972, as amended, which are hereby incorporated by reference.

B. To retain any property or undivided interests in property owned by me at the time of my death, including residential property and shares of my Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate (for the purposes of this section only "Trust Estate" will refer to the corpus of the Roland Rex Griffin, Revocable Trust and Trust B) or even the entirety thereof.

C. To invest and reinvest all or any part of the property of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common,

collective or pooled trust funds of my Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

D. To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

E. To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

F. To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

G. To sell or exercise stock subscription or conversion rights.

H. To refrain from voting or to vote shares of stock owned by the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

I. To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such

plan, to accept and retain new securities received by my Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

J. To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in my Trustee.

K. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

L. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

M. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

N. To continue and operate any business owned by me at my death and to do any and all things deemed needful or appropriate by my Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

O. To collect and receive revenues, rents, issues, profits, and income of the Trust Estate.

P. To insure the assets of the Trust Estate against damage or loss and my Trustee against

liability with respect to third persons.

Q. In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary, capacity.

R. To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as my Trustee shall deem best.

S. To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by my Trustee needful for the proper administration of my Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

T. To determine what shall be fairly and equitably charged or credited to income and what to principal.

U. To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on my Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

V. To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of my Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when

dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

W. To exercise any power herein granted with reference to the control, management, investment or disposition of the Trust Estate either as Trustee without having to declare in which capacity it is acting.

X. To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if my Trustee reasonably determines that the administration as a single trust is consistent with my intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

Y To divide any trust into separate shares or separate trusts or to create separate trusts if my Trustee reasonably deems it appropriate and the division or creation is consistent with my intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

Z. In addition to the foregoing, the Trustee shall have all of the powers and authority granted to the Executor and Trustee under my Last Will and Testament executed contemporaneously with this Trust Agreement, or any subsequent Will I may execute in place of the Will being executed contemporaneously herewith.

ARTICLE VI

A. GRANTOR'S INVESTMENTS RIGHTS

I do reserve the right to elect, at any time and from time to time, to advise the Trustee and to direct the Trustee as to any investments I deem advisable for the Trustee to purchase or to sell. Should I elect to exercise my right to advise or direct the Trustee to purchase or sell any investment,

I shall do so in writing; or, if that is not practical, I shall, as soon thereafter as is practical, approve of the purchase or sale in writing, as requested or required by the Trustee. The Trustee is hereby specifically relieved of all liability for loss which may be occasioned by the purchase or sale of any asset of the Trust Estate when the Trustee has been directed or advised to make such purchase or sale by me, except for willful default or gross neglect; provided, however, that this Section shall not apply after my death or during such time as I am deemed incompetent or disabled.

B. ACCOUNTING

The Trustee shall render to the beneficiary, or beneficiaries entitled to the income from the Trust, statements of account of receipts and disbursements as Trustee hereunder at least annually. The Trustee shall be under no duty to account to any court unless specifically directed by order of a court to provide an accounting. It is my intention that the Trustee be as free as possible of duties for filing formal accountings to the courts.

IN WITNESS WHEREOF, the undersigned have signed this Trust Agreement.

Misty J. Heffer
WITNESS

Roland Rex Griffin
ROLAND REX GRIFFIN, INDIVIDUALLY
AND AS TRUSTEE

Janet R. Knight
WITNESS

STATE OF MISSISSIPPI

COUNTY OF DeSoto

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, on this 19th day of August, 2005, within my jurisdiction, the within named ROLAND REX GRIFFIN, who acknowledged that he executed the above and foregoing instrument.

W. E. Davis, Chy. Clk.
NOTARY PUBLIC

by P. Starkey, Dc

My Commission Expires Jan. 7, 2008

EXHIBIT "A"

Schedule of Assets Transferred
to Roland Rex Griffin, Revocable Trust

Personal Property:

Northwest Airlines Stock
 1975 Ford F-250
 Qty 2 - 1981 Pontiac Trans Am
 Depression glass collection located in home
 1967 Honda Dream Motorcycle
 All household goods and furnishings located at 7121 Oak Forrest Dr., Olive Branch,
 Mississippi

Real Property:

6.26 acres more or less situated in Section 6, Township 2 South, Range 5 West, DeSoto
 County, Mississippi.

BEGINNING at the southwest corner of Section 6, Township 2 South, Range 5 West,
 Thence North along the centerline of Polk Lane the following calls: north 0 deg. 24'
 east 2121.21 feet to a point; thence north 0 deg. 34' west 420.0 feet to the northeast
 corner of the Botts Church lot; thence north 1 deg. 09' west 770.93 feet to a point;
 thence north 0 deg. 06' west 259.4 feet to point in the centerline of said road; thence
 north 89 deg. 54' east 1360.69 feet along the south line of an existing 10.0 acre tract
 and the point of beginning of the following Lot 154B; thence north 89 deg. 56' east
 530.40 feet along the south line of an existing 220 acre tract and the point of
 beginning of the following Lot 152; thence North 89 deg. 56' east 250.0 feet to the
 northwest corner of Lot 151; thence South 3 deg. 28' west 1127.97 feet to the
 southwest corner of Lot 151 and a point in the north right of way of Whispering Pine
 Drive; thence west 91.5 feet along the right way of said road to a point; thence west
 169.20 feet along said right of way to a point; thence north 3 deg. 29' east 1043.63
 feet to the point of beginning and containing 6.26 acres more or less.

Lot 73, Section "A", Eastover Subdivision, situated in Section 29, Township 1 South, Range
 6 West, DeSoto County, Mississippi as per Plat recorded in Plat Book 12, Pages 32-35
 Chancery Clerk's office, DeSoto County, Mississippi.

Lynn Chain Cooper, Esq.
 P.O. Drawer 707
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