



DECLARATION OF TRUST

made as of July 1, 2009

by

Mortimer Graves

Grantor

and

Mortimer Graves

Trustee

Name of Trust: The Graves-Matters Trust dated July 1, 2009



TABLE OF CONTENTS

ARTICLE FIRST - Directions of Grantor
ARTICLE SECOND - Disability of Grantor
ARTICLE THIRD - Marital Deduction Trust
ARTICLE FOURTH - Credit Shelter Trust
ARTICLE FIFTH - Successor Beneficiaries
ARTICLE SIXTH - GST Allocations
ARTICLE SEVENTH - Minors or Incompetents
ARTICLE EIGHTH - Payment of Debts
ARTICLE NINTH - Life Insurance/Death Benefits
ARTICLE TENTH - Right to Revoke or Amend
ARTICLE ELEVENTH - Disclaimers
ARTICLE TWELFTH - Powers of Trustee
ARTICLE THIRTEENTH - Third Parties Not Responsible
ARTICLE FOURTEENTH - Appointment of Trustee
ARTICLE FIFTEENTH - Accounts of Trustee
ARTICLE SIXTEENTH - Trustee Decisions Conclusive
ARTICLE SEVENTEENTH - No Contest
ARTICLE EIGHTEENTH - Simultaneous Death
ARTICLE NINETEENTH - Rights Not Assignable
ARTICLE TWENTIETH - Construction
ARTICLE TWENTY-FIRST - Binding Effect
ARTICLE TWENTY-SECOND - Short Name

DECLARATION OF TRUST

DECLARATION OF TRUST, made as of this 1st day of July, 2009, between Mortimer Graves, having an address at 1313 Mockingbird Lane, Lubbock, TX, as grantor (hereinafter referred to as the "Grantor"), and Mortimer Graves, having an address as aforesaid, as trustee (hereinafter referred to as the "Trustee").

W I T N E S S E T H:

WHEREAS, the Grantor's wife is Morticia Graves, and the Grantor has two children, Eddie Graves and Marilyn Graves; and

WHEREAS, the Grantor desires to create a revocable trust in the amount of One Dollars (\$1.00), together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said amount and other monies, securities and assets, together with any additions thereto received pursuant to the Grantor's last will and testament or as the proceeds of insurance on the Grantor's life, or as death benefits or otherwise, being hereinafter referred to as the "trust estate"), for the purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Grantor hereby transfers and delivers to the Trustee as and for the trust estate the sum of One Dollars (\$1.00), to hold the same, and any other property which the Trustee hereafter may acquire, **IN TRUST**, for the purposes and upon the terms and conditions hereinafter set forth:

ARTICLE FIRST

Directions of Grantor

The Trustee shall hold, manage, invest and reinvest the trust estate, shall collect the income therefrom, and shall pay any part or all of the income and principal to whomever the Grantor from time to time may direct in writing.

Until the Grantor hereafter may direct to the contrary, the net income shall be paid to the Grantor at least quarter-annually.

Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

ARTICLE SECOND

Disability of Grantor

If at any time the Grantor, in the judgment of the successor Trustee, shall be under any legal disability or shall be unable to manage properly his affairs by reason of illness or mental or physical disability (whether or not a court of competent jurisdiction has declared the Grantor incompetent or mentally ill or has appointed a legal representative for the Grantor), the successor Trustee may pay or apply so much or all of the net income and the principal of the trust estate as the successor Trustee deems necessary or advisable for the health, education, maintenance or support of the Grantor and his wife, in such amounts and proportions as the successor Trustee may determine, or for the payment of insurance premiums on the life of the Grantor. The successor Trustee also may pay any gift taxes and income taxes incurred by the Grantor, whether imposed upon the sale of any assets comprising the trust estate or otherwise. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

In making any payment hereunder, the successor Trustee may consider, but shall not be required to consider, the income and other resources of the Grantor and his wife. No such payment shall be charged upon a subsequent division of the trust estate against the principal of any share which may be set apart for any beneficiary hereunder.

ARTICLE THIRD

Marital Deduction Trust

Upon the death of the Grantor, if the Grantor's wife survives him, the Trustee shall set apart and hold as a separate trust (the "Marital Deduction Trust") the trust estate remaining at the time of the death of the Grantor. The Trustee shall hold, manage, invest and reinvest the assets of this Marital Deduction Trust, shall collect the income therefrom, and shall pay the net income to or for the benefit of the Grantor's wife, in convenient installments but at least quarter-annually.

In addition, the Trustee may pay to or for the benefit of the Grantor's wife, for her health, education, maintenance or support, any part or all of the principal of this trust, as the Trustee may determine in the absolute discretion of the Trustee, without considering other resources available to the Grantor's wife. The Grantor's wife shall have the right to demand and receive from the principal of this trust in each of its fiscal years the greater of \$5,000 or five percent of the fair market value of such principal determined as of the date the request to withdraw is made by written notice to the Trustee. Such right shall lapse to the extent it is not exercised in any year. Any commission payable with respect to principal so withdrawn shall be charged against such principal. Any payment of principal shall be charged against the portion of

the trust which shall have been qualified for the federal estate tax marital deduction until such portion is exhausted.

Except to the extent that other trust assets are not sufficient, there shall not be allocated to this Marital Deduction Trust any asset or the proceeds of any asset (i) which does not qualify for the marital deduction, (ii) with respect to which any tax credit or deduction shall be available because it or the proceeds therefrom shall be subject to both federal estate and income tax, or (iii) with respect to which any estate or death taxes are paid to any foreign country or any possession or subdivision thereof. In the event other assets are not sufficient to fund this trust, such insufficiency shall be satisfied by allocating assets in the order enumerated above to this trust.

The Grantor's wife shall have the right to require a sale by the Trustee of any assets of this Marital Deduction Trust which do not produce a reasonable income for the Grantor's wife, and to require the reinvestment of the net proceeds of such sale in assets which produce a reasonable income.

The executor, administrator or legal representative of the estate of the Grantor shall be authorized to qualify all or any part of this trust for the state and federal estate tax marital deduction, without liability to any person for doing so.

It is the Grantor's intention that this trust may be qualified for the marital deduction under Section 2056 of the Internal Revenue Code and the regulations pertaining to that Section or any substitute provisions applicable to the trust estate. In no event shall the Trustee take any action or have any power that will impair the ability to qualify for the marital deduction, and all provisions of this Agreement regarding this Marital Deduction Trust shall be interpreted to conform to that primary objective.

If an election to qualify property of this trust for the marital deduction is made, the Trustee, upon the death of the Grantor's wife, shall make available to the legal representative of the estate of the Grantor's wife from the principal of this trust such amount as said legal representative determines to be equal to the excess of (i) the death taxes payable by reason of the death of the Grantor's wife over (ii) the death taxes that would have been payable if in the tax computation there had not been included any property belonging to this trust. The Trustee shall pay this amount at such times as the legal representative of the Grantor's wife may request in writing as funds are needed to pay the death taxes. The determination of said legal representative as to the amount payable shall be final, binding and conclusive upon all persons, whether or not then in being, having or claiming any interest in this trust. The Trustee shall be under no duty to see to the application of any such payment. The foregoing authorization to pay death taxes shall not apply to the extent the last will and testament of the Grantor's wife contains a different direction for the payment of death taxes which specifically refers to this trust.

Upon the death of the Grantor's wife, any accrued income shall be paid to the estate of the Grantor's wife and the remaining principal of this trust shall be held, administered and disposed of in accordance with Article FIFTH below.

If the Grantor's wife shall disclaim or renounce her income interest in any part or all of the principal of the trust created for her benefit under this Article THIRD, the property which would have been used to fund such part or all of the principal of such trust shall be disposed of in accordance with the provisions of Article FOURTH below, recognizing that the Grantor's wife, as the income beneficiary of the trust created pursuant thereto, shall be entitled to income therefrom.

ARTICLE FOURTH

Credit Shelter Trust

Upon the death of the Grantor, the Trustee (other than the Grantor's wife or any descendant of the Grantor) in the absolute discretion of the Trustee shall be authorized to transfer any fractional share of the property which otherwise would pass to the Credit Shelter Trust hereinafter provided for (whether the whole of such property or a lesser share) to the Marital Deduction Trust provided for in this Agreement, to be held and administered thereunder, and to elect to qualify the share so transferred for the estate tax marital deduction under any applicable state laws and/or to qualify such share for the federal estate tax marital deduction pursuant to Section 2056 of the Internal Revenue Code. For example, if permitted under then applicable law, the Trustee may transfer to the Marital Deduction Trust the portion of the property which would pass to the Credit Shelter Trust in excess of the state estate tax exemption and to qualify that share for the state estate tax marital deduction, but not the federal estate tax marital deduction, to take full advantage of the federal estate tax unified credit without incurring any state estate tax. The Grantor anticipates that the Trustee may make appropriate elections in order to minimize the state death taxes that may be payable by the estate of the Grantor, but the Trustee may also give consideration to the federal estate tax and state death taxes likely to be paid by the estate of the Grantor's wife. Any transferred share shall be treated as a fractional share of the estate of the Grantor. The determination of the Trustee as to whether or not to transfer any share to the Marital Deduction Trust or to make any tax elections under federal or state laws shall be conclusive on all persons interested in the trusts under this Agreement. The provisions of this Agreement shall be construed to achieve the objectives of the tax elections which are or are not made with respect to the estate of the Grantor.

Upon the death of the Grantor, if the Grantor's wife survives him, the Trustee shall set apart and hold as a separate trust (the "Credit Shelter Trust") any property which the Grantor's wife shall have elected to disclaim or renounce as provided for in Article THIRD above.

Assets used to fund the Credit Shelter Trust and the Marital Deduction Trust shall be allocated so as to be fairly representational of any appreciation or depreciation in value of property available for distribution which may occur after the death of the Grantor.

If the Grantor's wife shall survive the Grantor, the executor, administrator or legal representative of the estate of the Grantor (other than the Grantor's wife or any descendant of the Grantor) shall be authorized, in the absolute discretion of the executor, administrator or legal

representative, to elect to qualify any fractional share of the property otherwise passing to this Credit Shelter Trust (whether the whole of such property or a lesser share) for the federal estate tax marital deduction pursuant to Section 2056 of the Internal Revenue Code. Any share as to which such election is made shall not pass to this Credit Shelter Trust but instead shall be held in the Marital Deduction Trust hereunder. Such share shall be treated as a fractional share of the trust estate. It is the intention of the Grantor that this election qualify under Treas. Reg. Section 20.2056(b)-7(d)(3), and any question involving this election shall be resolved so as to achieve that purpose. It is the anticipation of the Grantor that the executor, administrator or legal representative may make such election in order to minimize the state death taxes that may be payable by the estate of the Grantor, but the executor, administrator or legal representative may also give consideration to the federal estate tax and state death taxes likely to be paid by the estate of the Grantor's wife, particularly if the Grantor's wife should die prior to the time the election is made. The determination of the executor, administrator or legal representative (other than the Grantor's wife or any descendant of the Grantor) as to whether or not to make such election shall be conclusive on all persons interested in the estate of the Grantor or the trusts hereunder. This paragraph shall not apply if the federal estate tax is not in effect at the time of the death of the Grantor.

During the life of the Grantor's wife, the Trustee shall hold, manage, invest and reinvest the assets of this Credit Shelter Trust, shall collect the income therefrom, and shall pay the net income to or for the benefit of the Grantor's wife, in convenient installments but at least quarter-annually. In addition, the Trustee may pay to or for the benefit of the Grantor's wife, for her health, education, maintenance or support, any part or all of the principal of this trust, as the Trustee in the absolute discretion of the Trustee may deem advisable, without considering other resources available to the Grantor's wife. Notwithstanding the foregoing, no discretionary payment of principal shall be made to the Grantor's wife from this trust until the Marital Deduction Trust provided for in Article THIRD above has been exhausted. The Grantor's wife shall have the right to demand and receive from the principal of this trust in each of its fiscal years the greater of \$5,000 or five percent of the fair market value of such principal determined as of the date the request to withdraw is made by written notice to the Trustee. Such right to withdraw may be exercised by the Grantor's wife, if living, only by written notice to the Trustee on December 31st. Such right shall lapse to the extent it is not exercised in any year. Any commission payable with respect to principal so withdrawn shall be charged against such principal.

Upon the death of the Grantor's wife, the principal of this trust, as then constituted, shall be disposed of as provided in Article FIFTH hereof.

ARTICLE FIFTH

Successor Beneficiaries

Upon the death of the Grantor's wife, if she shall survive the Grantor, or upon the death of the Grantor if his wife shall not survive him, the Trustee shall pay and distribute the

trust estate at that time remaining to the Grantor's then living issue, in equal shares, per stirpes, discharged of trust.

If any child of the Grantor shall then be under the age of twenty-one (21), said child's share shall continue in trust, until said child attains said age. The Trustee may pay to or for the benefit of said child, for the health, education, maintenance or support of said child, all or any portion of the net income and the principal of this trust, as the Trustee may determine in the absolute discretion of the Trustee, without considering other resources available to said child. At such time as said child shall attain the age of twenty-one (21) years, the trust for said child shall terminate and the balance of the principal thereof at that time remaining, together with any accrued and unpaid income thereon, shall be paid and distributed to said child, discharged of trust. If said child shall die prior to attaining the age of twenty-one (21) years, the principal of said child's trust at that time remaining, together with any accrued and unpaid income thereon, shall be paid and distributed to the then living issue of said child, in equal shares, per stirpes, or if there is no living issue, to the then living issue of the Grantor, in equal shares, per stirpes, or if there is no living issue of the Grantor, to those who would take from said child if said child had died without a will. If any such issue is the income beneficiary of another trust under this Agreement, any property which would pass to such issue shall instead be added to the principal of that trust.

If none of the aforesaid beneficiaries are then living, the remaining trust assets shall be paid and distributed to The National Mortuary Museum in Houston, Texas.

ARTICLE SIXTH

GST Allocations

The Trustee or the executor, administrator or legal representative of the estate of the Grantor may allocate any amount of the exemption from generation-skipping transfer (GST) taxes under Section 2631(a) of the Internal Revenue Code to such property of which the Grantor is the transferor as they may select, whether or not such property passes hereunder, under the last will and testament of the Grantor, or otherwise.

Whenever the Trustee or the executor, administrator or legal representative of the estate of the Grantor allocates any amount of GST exemption of the Grantor (within the meaning of Section 2631 of the Code) to property passing to a trust hereunder (including without limitation a separate trust described herein), the Trustee may divide such property into two fractional shares equal respectively to the applicable fraction and the inclusion ratio (within the meaning of Section 2642(a) of the Code) that would result for such trust if said amount were allocated to such property without such division, and to allocate said exemption entirely to the share equal to said applicable fraction. Said shares shall be held and administered by the Trustee as separate trusts (with otherwise identical terms). The purpose of this paragraph is to provide an inclusion ratio (within the meaning of Section 2642(a)(1) of the Code) of zero for the separate trust receiving the fractional share to which the allocation is made, and if that trust is a trust described in Section 2652(a)(3) of the Code, to enable the Trustee or the executor, administrator

or legal representative to make the election described in that Section with respect to it as a separate trust.

If the executor, administrator or legal representative of the estate of the Grantor makes an election to qualify for the marital deduction under Section 2056(b)(7) of the Code with respect to a portion (but less than all) of any property passing to a trust hereunder, the Trustee may divide such property into two fractional shares equal respectively to the portion as to which the election was made and the portion as to which it was not made, in the manner prescribed by the proposed or adopted Regulations regarding Section 2056(b). Said shares shall be held and administered by the Trustee as separate (but otherwise identical) trusts, so that one of said trusts is entirely subject to said election and the other is not subject to it. One of the purposes in authorizing such division is to enable the executor, administrator or legal representative to separately allocate the GST exemption to one or both of said trusts.

Separate trusts with identical terms created pursuant to this Article may be invested in different ways and the pattern of discretionary distributions in one trust need not be followed in the other. The Trustee may hold said separate trusts in solido or may combine them into a single trust at any time during the administration of the trusts.

Whenever two trusts hereunder are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), if said trusts have different inclusion ratios with respect to any common transferor or have different transferors for GST tax purposes, the Trustee, instead of combining said trusts, may administer them as two separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts. If anyone adds property to a trust hereunder, the Trustee may hold the added property as a separate trust with terms identical to the trust to which it would have been added.

The Trustee, at any time during the administration of any trust hereunder, may divide such trust into two or more fractional shares, which shall thereafter be administered as separate trusts with identical terms, whenever the Trustee shall determine that the division may help reduce GST tax or ease administrative problems resulting from the tax. For example, a trust with different transferors may be divided into separate trusts corresponding to the separate trusts described in Section 2654(b)(1) of the Code; a trust with an inclusion ratio between zero and one may be divided into separate trusts corresponding to the undivided trust's inclusion ratio and applicable fraction as defined in Section 2642(a) of the Code; and any trust that will be includible in the gross estate of the Grantor's wife may be divided to permit the Grantor's wife or the executor, administrator or legal representative of the estate of the Grantor's wife to allocate some or all of the GST exemption of the Grantor's wife to one of such separate trusts, and the size of the trusts may be determined with reference to the GST exemption so allocated, so that one of such trusts has an inclusion ratio of zero with respect to the Grantor's wife as transferor.

ARTICLE SEVENTH

Distributions To Minors Or Incompetents

In any case in which the Trustee is authorized or directed by any provision of this Agreement to pay or distribute income or principal to any person who shall be a minor or incompetent, the Trustee, in the absolute discretion of the Trustee and without authorization of any court, may pay or distribute the whole or any part of such income or principal to such minor or incompetent personally, or may apply the whole or any part thereof directly to the health, education, maintenance or support of such minor or incompetent, or may pay or distribute the whole or any part thereof to the guardian, committee, conservator or other legal representative, wherever appointed, of such minor or incompetent or to the person with whom such minor or incompetent may from time to time reside, or in the case of a minor, may pay or distribute the whole or any part thereof to a custodian for such minor under any gifts to minors or transfers to minors act. Evidence of such payment or distribution or the receipt therefor by the person to whom any such payment or distribution is made shall be a full discharge of the Trustee from all liability with respect thereto, even though the Trustee may be such person.

The Trustee, in the absolute discretion of the Trustee, may defer payment or distribution of any or all income or principal to which a minor may be entitled until such minor shall attain the age of twenty-one (21) years, or to make such payment or distribution at any time and from time to time, during the minority of such minor, holding the whole or the undistributed portion thereof as a separate fund vested in such minor but subject to the power in trust hereby given to the Trustee to administer and invest such fund and to use the income or principal thereof for the benefit of such minor as if such fund were held in trust hereunder. The Trustee shall pay and distribute any balance of such fund to such minor when such minor shall attain the age of twenty-one (21) years. Except as is herein above provided, if such minor shall die before attaining the age of twenty-one (21) years, the Trustee shall pay and distribute such balance to the executors, administrators or legal representatives of the estate of such minor.

The word "minor" wherever used in this Article SEVENTH shall mean any person who has not attained the age of twenty-one (21) years.

ARTICLE EIGHTH

Payment of Debts

Upon the death of the Grantor, the Trustee may pay from the principal of the trust estate the amount of any estate or death taxes (and any excess accumulation excise tax), by whatever name called, imposed under the laws of any jurisdiction by reason of the Grantor's death, whether in respect of property passing under this Agreement or the Grantor's last will and testament or otherwise, and the amount of all of the debts which the Grantor's estate must pay, the expenses of his last illnesses and funeral, and the expenses of administering his estate. The Trustee may rely upon the written certification of the executors, administrators or legal representatives of the Grantor's estate as to the amount of any such tax, debt or expense, without any duty to inquire as to the correctness thereof, and, in its discretion, may make payment thereof either to said executors, administrators or legal representatives or to the taxing authority or person to whom such amount is owed.

Any estate or death taxes and other charges to principal not deductible in computing the federal estate tax of the Grantor shall be paid first from the Credit Shelter Trust, and to the extent the Credit Shelter Trust is insufficient then from the Marital Deduction Trust, without apportionment or charge against any beneficiary of the trust estate or any transferee of property outside of the trust estate. Any generation-skipping transfer tax under Chapter 13 of the Internal Revenue Code shall be charged to the property constituting the generation-skipping transfer on which such tax is imposed, as provided in Section 2603(b) of the Code. The payment of such taxes may be deferred under Section 6166 of the Internal Revenue Code or applicable state law and, if such election is made, interest on the deferred tax may be charged to income or principal and a lien on property belonging to the estate of the Grantor for the deferred tax may be created under Section 6324A of the Code or applicable state law.

ARTICLE NINTH

Life Insurance and Death Benefits

With respect to any insurance policies or employee death benefits payable to the Trustee, the Trustee, upon being advised that any sum is so payable by reason of the death of the Grantor, shall endeavor to collect the same, and may bring a suit or action therefor, or may compromise, adjust, settle or submit to arbitration any claims therefor. The Trustee shall be entitled to reimbursement from the trust estate for expenses incurred by the Trustee in collecting or attempting to collect any such sum by suit, action or otherwise. The Trustee, however, shall be under no duty to bring a suit or action unless the expenses of the Trustee, including attorneys' fees, shall have been advanced or guaranteed to the satisfaction of the Trustee. The Trustee may repay, out of the trust estate, any advances made by the Trustee or reimburse the Trustee for expenses incurred in collecting or attempting to collect any sum as aforesaid.

The Trustee in no case shall be under any duty or obligation to make any claim against the Grantor's estate, or take any action against the executors, administrators or legal representatives of the Grantor's estate, for reimbursement for any reduction of the sums payable upon the death of the Grantor by reason of unpaid premiums or for any other cause, including any loans and interest thereto secured by any insurance policies.

During the life of the Grantor, the Trustee may, in its discretion, apply the net income or principal of the trust estate to the payment of premiums on any life insurance policy of which the Trustee or any trust hereunder is beneficiary. If the net income and principal is insufficient to pay such premiums, the Trustee may notify the Grantor and the beneficiaries of the trust of such insufficiency and give them the opportunity to furnish the necessary funds. If neither the Grantor nor any of the beneficiaries furnishes the funds necessary to pay the premiums, the Trustee may, but shall not be obligated to, obtain the funds required to pay such premiums by selling a portion of the principal of the trust estate, by borrowing on the security of such principal, by borrowing against the cash surrender value of the policy or by surrendering some policies and using the proceeds to pay the premiums on other policies. The Trustee also is authorized to convert such policies to paid-up or extended term insurance if the trust estate does not have the necessary funds to pay the premiums. If no funds are available for the payment of

the premiums of any insurance policy, the Trustee may assign ownership of such policy to the then living issue of the Grantor. If an insurance company recapitalizes or reorganizes in any fashion resulting in an economic benefit, said economic benefit may be used to pay insurance premium or may otherwise be held and disposed as provided in this Agreement without further authorization.

The Trustee shall have no duty (a) to determine whether any insurance policy is a proper investment, (b) to investigate the financial strength of any company issuing a policy held in trust, (c) to exercise any option under any policy, (d) to diversify any insurance policy relative to any other policies or assets, or (e) to inquire about changes in the health of the insured.

The Grantor retains, during his life, all of the rights, options and privileges reserved to or conferred upon him by the terms of said insurance policies or employee death benefit plans, including without limitation the right to borrow upon and pledge the same, to change the beneficiary thereof, to convert the same into other forms of insurance, to collect the cash value thereof, to permit or direct the same to lapse, and to receive dividends and other lifetime benefits of any kind payable to him by the terms thereof. The Grantor may exercise the foregoing rights without the consent of the Trustee or any beneficiary hereunder.

The following provisions concern retirement benefits that become distributable to the Trustee whether directly or through the Grantor's estate. As used herein, "retirement benefits" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Section 401 of the Internal Revenue Code, or an individual retirement arrangement under Section 408 or 408A of the Code, or a tax sheltered annuity under Section 403 of the Code, or any other benefit plan subject to the minimum distribution rules of Section 401(a)(9) of the Code or the corresponding provisions of any subsequent Federal tax law.

(a) If retirement benefits are made payable directly to the Trustee without specifying a particular trust, then (i) if the Grantor's wife survives the Grantor, they shall be allocated to the Marital Deduction Trust under Article THIRD (except that no benefit excluded from the gross taxable estate of the Grantor shall be allocated to the Marital Deduction Trust, and to the extent that there is insufficient other property to constitute the Credit Shelter Trust under Article FOURTH, a fractional share of the retirement benefits having a value as finally determined for federal estate tax purposes sufficient to complete the Credit Shelter Trust shall be allocated to it), and (ii) if the Grantor's wife does not survive the Grantor, the Trustee shall dispose of them in the way the trust estate is disposed of hereunder.

(b) The Trustee in the absolute discretion of the Trustee may exercise any right to determine the manner and timing of payment of retirement benefits that is available to the recipient of the benefits. With regard to any retirement benefits payable to the Marital Deduction Trust, the Trustee shall allocate to income from the payments received in any calendar year an amount equal to the income earned by the account in such year, and any excess shall be allocated to principal, and if the payments in such year shall be less than the amount equal to the income from

the account in such year, the Grantor's wife shall have the continuing right to require the Trustee to withdraw from the account and pay to the Grantor's wife as income an additional amount so that the Grantor's wife can be paid an amount equal to such income. Notwithstanding the preceding sentence, if the Internal Revenue Service should determine that for the trust to qualify for the marital deduction all income earned by the account does not have to be distributed to the Grantor's wife or be subject to the Grantor's wife's withdrawal right, only the amount required for such qualification shall thereafter be distributed to the Grantor's wife or be subject to the Grantor's wife's withdrawal right.

(c) Any required minimum distribution from the pension plan or retirement account shall be treated as income for trust accounting purposes.

(d) The Trustee is authorized to identify and designate the person who, pursuant to the regulations under Section 401(a)(9), is the "designated beneficiary" whose life expectancy may be used to measure payments to any trust.

(e) No retirement benefits shall be used to pay taxes, debts and expenses of the estate of the Grantor if doing so would be deemed to materially reduce the payout period of any pension plan or retirement account.

(f) If the Grantor's wife survives the Grantor and retirement benefits are distributable to the Trustee either directly or through the Grantor's estate (other than by reason of disclaimers by the Grantor's wife) the Trustee (other than the Grantor's wife) is authorized, but not directed, in the absolute discretion of the Trustee, to distribute the right to all or part of such benefits outright to the Grantor's wife, or to disclaim all or part of such benefits, and any benefits so disclaimed shall be payable to the Grantor's wife outright, and the Grantor's wife may exercise any right to determine the manner and timing of payment of such distributed or disclaimed benefits that is available to the recipient of the benefits. In exercising this discretionary power, the Trustee may, but need not, consider solely the needs and desires of the Grantor's wife and not those of any other beneficiary. The Grantor hopes that the Trustee will consider distributing or disclaiming if the Grantor's wife wishes to "roll over" the benefits to an individual retirement arrangement and such distribution or disclaimer will help effectuate the rollover, but this precatory expression shall not limit the discretion of the Trustee and it is not meant to direct a distribution or disclaimer even if the Grantor's wife wishes to "roll over" the benefits.

(g) The Trustee shall comply with all requirements set forth in the Internal Revenue Code and regulations thereunder now or hereafter in effect applicable to the designation of a trust as the beneficiary of retirement benefits.

ARTICLE TENTH

Grantor's Right to Revoke or Amend

The Grantor reserves the right, at any time during the life of the Grantor and without the consent of any person or notice to any person other than the Trustee, to amend or revoke in whole or in part this Agreement or any trust created hereunder, including the right to change the terms or beneficiaries thereof, by delivering to the Trustee written notice of such amendment or revocation signed by the Grantor. This Agreement shall become irrevocable upon the death of the Grantor. Upon any such revocation of this Agreement, the Trustee shall deliver to the Grantor all property in the possession or control of the Trustee with respect to any trust which has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property. The sale or other disposition by the Grantor of the whole or any part of the trust estate held hereunder shall constitute as to such whole or part a revocation of this Agreement and the trust or trusts affected thereby.

The Grantor reserves the power and right during the life of the Grantor to collect any rent, interest or other income which may accrue from the trust estate and, in his sole discretion, to accumulate such income as a trust asset or to pay such income to the Grantor individually and not in any fiduciary capacity. The Grantor further reserves the power and right during life of the Grantor to mortgage or pledge all or any part of the trust estate as collateral for any loan.

No amendment of this Agreement shall increase the obligations or reduce the commissions of the Trustee without the consent of the Trustee.

ARTICLE ELEVENTH

Disclaimers

Any person, in addition to any rights conferred by law, may disclaim or renounce, in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any interest, right, privilege or power granted to that person by this Agreement. Any such disclaimer or renunciation shall be made by a duly acknowledged, irrevocable, written instrument executed by that person or by his or her guardian, committee, conservator, executor or administrator, delivered to the Trustee and filed in accordance with any requirements of applicable law.

ARTICLE TWELFTH

Powers of Trustee

In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers conferred on trustees under the Texas Trust Code, as amended or any successor thereto, or otherwise provided by law,

shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;

(c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments; however, the aggregate return of all investments of the Marital Deduction Trust shall be reasonable in light of then existing circumstances;

(d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to

commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;

(h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;

(i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;

(j) To elect to qualify any trust which is funded with Subchapter S stock as a small business trust pursuant to Section 1361 of the Internal Revenue Code, even if the election results in increased income tax liability for the trust;

(k) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;

(l) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;

(m) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and except in the case of the

Marital Deduction Trust, advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;

(n) To drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly with others, any and all property in which any trust hereunder may have any rights or interests of whatsoever kind or nature with respect to oil, gas, minerals, timber or other natural resources, whether originally a part of such trust or subsequently acquired, and to pay the costs and expenses thereof, together with all delay rentals, bonuses, royalties, overriding royalties, drilling and operating expenses, taxes, assessments and other charges and burdens in connection therewith; to enter into operation, farm-out, pooling or unitization agreements in connection with any and all of such rights and interests; and to extract, remove, process, convert, retain, store, lease, sell or exchange such rights and interests and the production therefrom, all in such manner, to such extent, on such terms and for such consideration as the Trustee in the absolute discretion of the Trustee may deem advisable;

(o) To purchase from the legal representatives of the estate of the Grantor (or the estate of the Grantor's wife) or from the trustees of any trust established by the Grantor (or by the Grantor's wife) any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

(p) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;

(q) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;

(r) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;

(s) To change the situs and/or governing law of any trust hereunder to any state the Trustee from time to time may deem desirable, and to take such further

actions, including without limitation the amendment to the terms of the trust, as may be necessary or advisable to effectuate such change;

(t) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and

(u) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

Except as otherwise provided herein, the Trustee may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees and other expenses should be charged to income or principal. Any distributions or dividends payable in the stock of a corporation, and rights to subscribe to securities or rights other than cash declared or issued by a corporation, shall be dealt with as principal. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages or similar instruments and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustee may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustee shall deem such action advisable for any other reason. The preceding provisions of this paragraph shall not be deemed to authorize any act by the Trustee which may be a violation of any law prohibiting the accumulation of income.

No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

Notwithstanding anything to the contrary contained herein, in case of the Marital Deduction Trust, none of the powers granted to the Trustee herein or by law shall be exercised in such a manner as to disqualify such trust or any part thereof from the marital deduction.

Notwithstanding anything to the contrary contained herein, during such time as any current or possible future beneficiary of any trust created hereunder (other than the Grantor) may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself (unless the discretion to make such distributions is limited by an ascertainable standard within the meaning of Section 2041(b)(1)(A) of the Internal Revenue Code), or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal, or to make decisions with respect to tax elections or options the exercise or nonexercise of which could result in an enlargement of his or her beneficial interest hereunder. No Trustee who is a current or possible future beneficiary of any trust hereunder (other than the Grantor) shall participate in the exercise of any powers of the Trustee which would cause such beneficiary to be treated as the owner of trust assets for tax purposes.

The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's last will and testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

ARTICLE THIRTEENTH

Third Parties Not Responsible for Administration

This trust is created with the express understanding that each bank at which an account is maintained shall have no responsibility, in its capacity as a depository of funds, to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to any account by any Trustee hereunder, the bank shall conclusively treat the transferee as the sole owner of such right, title and interest. Until the bank shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the bank shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The bank, in its capacity as a depository of funds, shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

This trust is created with the express understanding that each issuer, transfer agent or custodian of any securities held hereunder shall have no responsibility, in its capacity as issuer, transfer agent or custodian, to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to such securities by any trustee hereunder, said issuer, transfer agent or custodian shall conclusively treat the transferee as the sole owner of such securities. Until the issuer, transfer agent or custodian shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the issuer, transfer agent or custodian shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The issuer, transfer agent or custodian, in such capacity, shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

ARTICLE FOURTEENTH

Appointment of Trustee

The Grantor appoints himself as Trustee hereunder. The Grantor hereby appoints Morticia Graves, having an address at 1313 Mockingbird Lane, Lubbock, TX, as successor Trustee hereunder in the event of the death of the Grantor, or his physical or mental incapacity. If Morticia Graves for any reason shall fail or cease to act as Trustee, the Grantor hereby

appoints Herman Graves, having an address at 3131 Mockingbird Lane, Lubbock, TX, as successor Trustee hereunder.

The term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any state or other jurisdiction to the contrary.

ARTICLE FIFTEENTH

Accounts of Trustee

The Trustee, at any time and from time to time, may render to the Grantor an account of the acts and transactions of the Trustee with respect to the income and principal of any trust created hereunder, from the date of the creation of such trust or from the date of the last previous account of the Trustee. After the death of the Grantor, the Trustee, at any time and from time to time, may render an account to the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, or any persons claiming through him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections).

The Grantor shall have full power and authority on behalf of all persons interested in any trust hereunder, whether such interest relates to income or principal, to settle any account of the Trustee. Such settlement shall be final and binding upon all persons so interested in such trust. Upon such settlement, the Trustee shall be fully and completely discharged and released from all further liability with respect to acts and transactions set forth in the account so settled.

The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

ARTICLE SIXTEENTH

Decisions of Trustee Are Conclusive

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

ARTICLE SEVENTEENTH

No Contest

If any beneficiary under this Agreement, alone or in conjunction with any other person or persons, contests in any court the validity of this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof, or seeks to obtain an adjudication in any proceeding in any court that this Agreement, any trust created hereunder, the last will and testament of the Grantor or any provision thereof is void, or otherwise seeks to void, nullify or set aside any of the foregoing, then that person's right to take any interest given to him or her by this Agreement shall be determined as if such person had predeceased the execution of this Agreement without surviving issue. The provisions of this Article shall not apply to any disclaimer by any person of any benefit under this Agreement or under any will.

The Trustee may defend, at the expense of the trust estate, any contest or other attack of any nature on this Agreement, any trusts created hereunder or any provision thereof.

ARTICLE EIGHTEENTH

Simultaneous Death

If the Grantor's wife shall die simultaneously with the Grantor or in such circumstances as to render it difficult or impracticable to determine who predeceased the other, the Grantor shall be deemed to have predeceased his wife. Any other beneficiary hereunder shall be deemed to have predeceased the Grantor (or any other person upon whose death such beneficiary shall become entitled to receive income or principal) unless such beneficiary shall survive the Grantor (or such other person) by more than thirty days. The provisions of this Agreement shall be construed as aforesaid, notwithstanding the provisions of any applicable law establishing a different presumption of order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

ARTICLE NINETEENTH

Rights of Beneficiaries Are Not Assignable

No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, transfer, sell, pledge, encumber, anticipate or otherwise dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any voluntary or involuntary creditor of any beneficiary or liable to attachment, execution or other legal or equitable process prior to its actual receipt by the beneficiary.

ARTICLE TWENTIETH

Construction

The validity and construction of this Agreement and the trusts created hereunder shall be governed by the laws of the State of Texas.

The words "child" and "children" wherever used in this Agreement shall include only the natural child and children of the person or persons designated, and shall not include any adopted child and children of such person or persons. The word "issue" wherever used in this Agreement shall include only the natural child, children and issue of the person or persons designated, and shall not include any adopted child and children of such person or persons or the child, children or issue thereof.

Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.

For purposes of this Agreement, the disability or incapacity of an individual (including the Grantor or any Trustee) shall be conclusively established by a written statement signed by such individual's then attending physician and filed with the records of any trust established hereunder attesting that, in such physician's opinion, such individual is unable to manage his or her affairs. Such written statement shall be conclusive evidence of such fact, and any third party may rely on same in dealing with any trust established hereunder and shall not be obliged to inquire whether such individual is no longer under such disability or incapacity at the time of such dealings.

Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.

If under any of the provisions of this Agreement any portion of the trust estate would be held in trust beyond a date twenty-one years after the death of the last survivor of the Grantor, his wife, and the issue of the Grantor and other beneficiaries hereunder in being when this Agreement becomes irrevocable, or such later date permitted by the rule against perpetuities applicable in the State of Texas; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

ARTICLE TWENTY-FIRST

Binding Effect

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor and upon the Trustee acting hereunder.

ARTICLE TWENTY-SECOND

Short Name

This Agreement and the trusts created hereunder may be referred to, in any other instrument, by the name: "The Graves-Matters Trust dated July 1, 2009". Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to "Mortimer Graves as Trustee under The Graves-Matters Trust dated July 1, 2009" with or without specifying any change in Trustee or any amendment to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

Mortimer Graves
Grantor and Trustee

I, Morticia Graves, the legal spouse of the Grantor, hereby waive, renounce, release and forever relinquish unto the Trustee all rights of dower, curtesy, statutory election and

other rights or claims which I may have in the trust estate described above and give my assent to the provisions of the Agreement and to the inclusion of said property.

Morticia Graves

STATE OF TEXAS

COUNTY OF

Before me, _____ a notary public, on this day personally appeared Mortimer Graves, known to me (or proved to me on oath of or through [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of July, 2009.

Notary Public
My commission expires on _____

STATE OF TEXAS

COUNTY OF

Before me, _____ a notary public, on this day personally appeared Morticia Graves, known to me (or proved to me on oath of _____ or through [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of July, 2009.

Notary Public
My commission expires on _____

AUTHORIZATION TO DISCLOSE MEDICAL INFORMATION

AUTHORIZATION, made as of this 1st day of July, 2009, by Mortimer Graves having an address at 1313 Mockingbird Lane, Lubbock, TX (hereinafter referred to as the "Grantor").

WHEREAS the Grantor has executed a separate Declaration of Trust for purposes of setting up a revocable trust. Said Declaration of Trust names Mortimer Graves, having an address as aforesaid, as trustee (hereinafter referred to as the "Trustee"), and Morticia Graves, having an address at 1313 Mockingbird Lane, Lubbock, TX, and Herman Graves, having an address at 3131 Mockingbird Lane, Lubbock, TX, as successor trustees (each being hereinafter referred to as a "successor Trustee" or just "Trustee"). It may become necessary for the Trustee to have access to the medical records of the Grantor to establish that the Grantor has become unable to manage his affairs properly by reason of illness or mental or physical disability.

KNOW THAT the Grantor hereby grants to each Trustee the authority and power to serve as the personal representative of the Grantor for all purposes of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPAA.

The Grantor understands that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. The Grantor understands that the Grantor may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. The Grantor further understands that authorizing the disclosure of this health information is voluntary and that the Grantor can refuse to sign this authorization. The Grantor further understands that any disclosure of this information carries with it the potential for an unauthorized further disclosure of this information by third parties and that such further disclosure may not be protected under HIPAA.

In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, the Grantor forever releases and holds harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure. The Grantor authorizes the Trustee to execute any and all releases or other documents that may be necessary in order to obtain

disclosure of the patient records of the Grantor and other medical information subject to and protected by HIPAA.

This authorization is for the purpose of enabling the Trustee to establish that the Grantor has become unable to manage his affairs properly by reason of illness or mental or physical disability. This authorization shall last until the death of the Grantor.

IN WITNESS WHEREOF, this authorization has been duly executed as of the date first above written.

Mortimer Graves
Grantor

STATE OF TEXAS

COUNTY OF

Before me, _____ a notary public, on this day personally appeared Mortimer Graves, known to me (or proved to me on oath of or through [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of July, 2009.

Notary Public
My commission expires on

MEMORANDUM OF TRUST

KNOW THAT, Mortimer Graves hereby presents this Memorandum of Trust, in lieu of providing a copy of the trust instrument, to establish the existence and terms of the trust as set for below.

1. Purpose of Memorandum of Trust. The purpose of this Memorandum of Trust is (1) to certify the existence of The Graves-Matters Trust dated July 1, 2009 (the "Trust") and identify the powers of the Trustee, and (2) to summarize some the more important provisions of the Trust so the Trustee can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, insurance companies, and others, without disclosing all of the provisions of the Trust, which is a private and confidential document.

2. Creation of the Trust. Mortimer Graves, having an address at 1313 Mockingbird Lane, Lubbock, TX, as Grantor, created the Trust, known as the The Graves-Matters Trust dated July 1, 2009, by executing a Declaration of Trust, dated July 1, 2009 (the "Declaration of Trust"). The Trust continues in existence.

3. Trust Revocable. The Trust is revocable. The Grantor reserved the right to revoke, amend or modify the Declaration of Trust during his life. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Memorandum of Trust to be incorrect.

4. The Trustee. The Declaration of Trust names Mortimer Graves, having an address as aforesaid, as trustee (referred to as the "Trustee"). The Declaration of Trust names Morticia Graves, having an address at 1313 Mockingbird Lane, Lubbock, TX, and Herman Graves, having an address at 3131 Mockingbird Lane, Lubbock, TX, as successor trustees (each being referred to as a "successor Trustee").

5. Powers of the Trustee. The Declaration of Trust provides that the Trustee, in addition to and without limitation of the powers conferred on trustees under the Texas Trust Code, as amended or any successor thereto, or otherwise provided by law, shall have the following powers:

(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;

(c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments; however, the aggregate return of all investments of the Marital Deduction Trust shall be reasonable in light of then existing circumstances;

(d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;

(h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;

(i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;

(j) To elect to qualify any trust which is funded with Subchapter S stock as a qualified Subchapter S trust pursuant to Section 1361(d)(3) of the Internal Revenue Code of 1986, as amended, and to administer such trust in accordance with the requirements of said Section in order that the stock and trust will continue to be treated as such for tax purposes;

(k) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;

(l) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;

(m) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and except in the case of the Marital Deduction Trust, advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;

(n) To drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly with others, any and all property in which any trust hereunder may have any rights or interests of whatsoever kind or nature with respect to oil, gas, minerals, timber or other natural resources, whether originally a part of such trust or subsequently acquired, and to pay the costs and expenses thereof, together with all delay rentals, bonuses, royalties, overriding royalties, drilling and operating expenses, taxes, assessments and other charges and burdens in connection therewith; to enter into operation, farm-out, pooling or unitization agreements in

connection with any and all of such rights and interests; and to extract, remove, process, convert, retain, store, lease, sell or exchange such rights and interests and the production therefrom, all in such manner, to such extent, on such terms and for such consideration as the Trustee in the absolute discretion of the Trustee may deem advisable;

(o) To purchase from the legal representatives of the estate of the Grantor (or the estate of the Grantor's wife) or from the trustees of any trust established by the Grantor (or by the Grantor's wife) any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

(p) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;

(q) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;

(r) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;

(s) To change the situs and/or governing law of any trust hereunder to any state the Trustee from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the terms of the trust, as may be necessary or advisable to effectuate such change;

(t) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and

(u) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

The Declaration of Trust provides that no person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

This trust is created with the express understanding that each bank at which an account is maintained shall have no responsibility, in its capacity as a depository of funds, to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to any account by any Trustee hereunder, the bank shall conclusively treat the transferee as the sole owner of such right, title and interest. Until the bank shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the bank shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The bank, in its capacity as a depository of funds, shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

This trust is created with the express understanding that each issuer, transfer agent or custodian of any securities held hereunder shall have no responsibility, in its capacity as issuer, transfer agent or custodian, to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to such securities by any trustee hereunder, said issuer, transfer agent or custodian shall conclusively treat the transferee as the sole owner of such securities. Until the issuer, transfer agent or custodian shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the issuer, transfer agent or custodian shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The issuer, transfer agent or custodian, in such capacity, shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

6. Signature Authority. The Trustee may sign all documents exercising the powers of the Trustee. Under the Declaration of Trust no other person is required or needed to sign such documents for them to be effective as to the Trust.

7. Reliance by Third Parties. This Memorandum of Trust is executed as evidence of the existence of the foregoing Declaration of Trust. Any person may rely upon this Memorandum of Trust as evidence of the existence of said Declaration of Trust, and is relieved of any obligation to verify that any transaction entered into by a Trustee or successor Trustee thereunder is consistent with the terms and conditions of said Declaration of Trust.

8. Short Name of the Trust. The Trust and the Declaration of Trust may be referred to by the name: "The Graves-Matters Trust dated July 1, 2009". Any transfers to the Declaration of Trust or any trust thereunder may refer to the aforesaid name or to "Mortimer Graves as Trustee under The Graves-Matters Trust dated July 1, 2009", with or without specifying any change in Trustee or any amendment to the Declaration of Trust.

IN WITNESS WHEREOF, the Grantor has executed this Memorandum of Trust as of this 1st day of July, 2009.

Mortimer Graves
Grantor

STATE OF TEXAS

COUNTY OF

Before me, _____ a notary public, on this day personally appeared Mortimer Graves, known to me (or proved to me on oath of or through [description of identity card or other document]) to be the person whose name is subscribed to the foregoing Memorandum of Trust and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this ____ day of July, 2009.

Notary Public
My commission expires on