

IRREVOCABLE LIVING TRUST RETAINED INCOME

I, Peter Miller
Residing at :
1287 Pine Avenue
Dallas , County of , Las Collinas'
State of Texas
Herein referred to as Grantor

hereby transfer to

George Summerlin.
Residing at :
6765 Park Avenue, Houston, Texas
Dallas , County of , Las Collinas
State of Texas
hereinafter called the Trustee

The donor, in consideration of the agreements and undertakings made by the trustees, and other good and valuable consideration, does hereby assign, transfer, and set over unto the trustees and their successors the property listed in Schedule A, which is attached and incorporated by reference, in trust, to hold, manage, and dispose of for the uses and purposes set forth below. In consideration of the transfer, the trustees agree to accept the property, and any additional money or property as may be transferred, assigned, or bequeathed to the trustees by the donor or any other person or organization, and to take, hold, manage, and dispose of such property, and all investments and reinvestments and income from the property, on the following uses and trusts.

ARTICLE I

(A) All of the net income from the trust shall be paid to the donor annually or at more frequent intervals until the first to occur of the donors death or 20 years.

(B) The donor shall have, in all events, the power to require, by written notice, the trustees to convert any unproductive property to productive property within a reasonable period of time.

(C) On the death of the donor prior to 20 years, the entire principal of the trust shall be paid and distributed to the estate of the donor.

(D) On 20 years, if the donor is surviving, all of the principal of the trust shall be divided by the trustees into as many equal proportions as there shall be children of the donor then surviving, and deceased children of the donor leaving issue then surviving each of which shares shall be held and administered as follows:

(1) One such share shall be paid and distributed to each of the then surviving children of the donor and one such share, per stirpes, to the then surviving issue of each then deceased child of the donor; provided, however, that if any such child of the donor shall not then have attained the age of 21 years, the share or partial share which would otherwise be paid and distributed to

the child or grandchild of the donor (but not the share or partial share of any issue of any deceased grandchild of the donor, which share shall be paid and distributed to the issue free of trust) shall be designated with the name of the child or grandchild and shall continue to be held as a separate and distinct trust and trust fund for the following uses and purposes:

purpose (1): To assure Financial Support of my daughter Helen Mi
Purpose (2): to support my Spouse Sara Miller

(a) With respect to each such trust, the trustees may, from time to time in their sole and absolute discretion, pay or distribute to any one or more then living of the group consisting of the child or grandchild with whose name the trust is designated, the spouses and issue of the child or grandchild, and the parent of the grandchild such part of the net income of the trust as they may deem appropriate.

(b) When any child or grandchild of the donor with whose name such a trust is designated shall have attained the age of 21 years, the entire remaining corpus of the trust designated with the name of the child or grandchild, together with any and all accrued, accumulated, and undistributed income shall be paid and distributed to the child or grandchild, as the case may be.

(c) If any child of the donor with whose name such a trust is designated shall die prior to the termination of the trust leaving issue then surviving, the entire corpus of the trust shall be divided into as many equal shares as there shall be children of the child of the donor then surviving and deceased children of the child of the donor leaving issue then surviving. One such share shall be paid and distributed to each of the then surviving children of the child of the donor (being grandchildren of the donor) and one such share, per stirpes, to the then surviving issue of each then deceased child of the child of the donor; provided, however, that if any child of the child of the donor shall not then have attained the age of 21 years, the share which would otherwise be paid and distributed to the grandchild of the donor shall be designated with the name of the grandchild and shall continue to be held as a separate and distinct trust and trust fund for the same uses and purposes as provided above for a trust for a grandchild of the donor whose parent predeceased the donor and the spouse of the donor.

(d) If any grandchild of the donor with whose name such a trust is designated shall die prior to the termination of the trust leaving issue then surviving, the entire corpus of the trust designated with the name of the grandchild shall be paid and distributed to the estate of the grandchild.

(e) If any child of the donor with whose name such a trust is designated shall die prior to the termination of the trust leaving no issue then surviving, the entire corpus of the trust shall be divided into equal shares, and one such share shall be paid and distributed to each then surviving brother or sister of

the child, and one such share, per stirpes, to the then surviving issue of each then deceased brother or sister of the child or grandchild; provided, however, that if a trust created by this article designated with the name of any such person should then be in existence, the share or partial share which otherwise would be paid and distributed to that person shall instead be added to and become a part of the corpus of the trust.

(2) Net income not required to be paid or distributed from any trust created by this article may be added to any subsequent income payment from the trust. Until distributed, accumulated income shall be regarded for all purposes under this trust as corpus of the respective trusts created by this Article.

(3) If, prior to the time that any trust fund shall be set up for and designated with the name of any person under the foregoing provisions, or any addition shall be made to any such fund, or any other fund or share of any other fund shall become payable to him or her or to a trust for his or her benefit under the provisions of this agreement, the person shall have arrived at the age when a mandatory partial or total distribution to him or her is required under the terms of this agreement, then the persons fund or share of any other fund forthwith shall be partially or totally paid and distributed to that person in the same proportions as required by the mandatory provisions.

(E) If at any time there shall be no issue of the donor then surviving, the entire corpus of all trusts created by this Article, including any and all accrued, accumulated, and undistributed income, shall be paid and distributed to the persons then living who would have been the next of kin of the donor, if the donor had died at the time or times of such payment and distribution, under the then existing laws of the State of Texas relating to the distribution of intestate personal property, in the proportions prescribed by such laws; provided, however, that for purposes of this paragraph, the parents of the donor shall be deemed to have predeceased the donor.

(F) With respect to any trust or trust fund created under this Article I, the trustees may pay to or apply for the benefit of any beneficiary currently eligible to receive the income or any part of it arising from any such trust fund such amounts out of the principal of the trust fund as the trustees in their absolute discretion, shall deem requisite or expedient by reason of accident, illness, general need, insufficiency of income, or other economic, political, or tax emergency or adversity for the care, maintenance, comfort, support, education, travel, and other benefits or necessities of the beneficiary or any legal dependent of the beneficiary. The receipt of any trust beneficiary for, or other evidence of application for the benefit of the beneficiary of, any payment of income or corpus shall fully discharge the trustees from any liability in connection with same.

(G) The provisions made for the beneficiaries of any trust created in this Article I, whether in respect of income or principal, are intended for the personal protection and welfare of the beneficiaries, and their rights or interests thereunder

shall not be assignable or subject to anticipation, hypothecation, or seizure by legal process. When and if the trustees shall have notice or shall believe that the rights or interests of any beneficiary in and to any part of the income of any trust fund from which the beneficiary is eligible to receive income have been or may be diverted, whether by voluntary act or legal process, the trustees may in their sole discretion, instead of paying or distributing the income to the beneficiary, expend the same for the support, maintenance, education, comfort, welfare, and necessities of the beneficiary. Whenever the trustees shall be satisfied in their own judgment that the payments to the beneficiary of the income may be made without danger of its being so diverted, the trustees may resume the outright payment and distribution of income directly to the beneficiary. If payment is withheld from the income otherwise payable to any beneficiary, it may, unless otherwise disbursed as provided above, be added to any subsequent payment to the beneficiary, or be made a part of the principal of his or her trust fund. The power conferred on the trustees to withhold payment of income to any beneficiary shall not be exhausted by the use thereof, but shall be continuing. In the event that payments of income to any beneficiary shall have been resumed, the trustees may thereafter discontinue the payments if they shall have reason to believe such action necessary. The judgment of the trustees in reference to the matters referred to in this paragraph shall be conclusive and free from question by any one or in any court. Nothing contained in this agreement shall be construed to extend the ultimate term of the trusts.

(H) The whole or any part of the income or principal payable under this agreement to any beneficiary who is a minor, or who, in the opinion of the trustees, is incapacitated through illness, age, or other cause, may in lieu of being paid directly to the beneficiary, be paid to or applied by the trustees for the benefit of such party or parties, at such time or times, and in such manner as the trustees deem advisable, including, but not limited to, the making of direct payments of the beneficiary's expenses, or by the making of payments to the beneficiary's guardian, or to the person with whom the beneficiary may be making his or her home, or to any other person or party deemed appropriate by the trustees. In each case, the receipt of any person or party to whom payment is made or entrusted shall be a complete discharge of the trustees concerning the payment.

(I) Any of the trusts created under Article I may be terminated, in whole or in part at any time, if such action is deemed advisable and for the best interests of the trust or trusts, or the beneficiaries thereof, whether by reason of economic, tax, or political emergency or for any other reason whatsoever (including the determination that the corpus of the trust is so small as to make the efficient management of it impractical) in the sole discretion of the trustees whose judgment shall be conclusive and free from question by anyone or in any court. In the event of such termination, the principal of each trust so terminated, together with the accrued, accumulated, and undistributed income of the trust, shall be paid over and distributed to that person with whose name the trust is designated.

ARTICLE II

The donor or any other person or organization may at any time give, transfer, or bequeath to this trust or to any separate trust fund created under this agreement, either by inter vivos transfer or testamentary disposition, additional money or property of any kind acceptable to the trustees. In that event such additional property shall become a part of the trust or trust fund to which it is given and shall be divided, allocated, administered, and distributed as if it had originally been a part thereof.

ARTICLE III

(A) All questions relating to the ascertainment of income and principal and the allocation of receipts and disbursements between income and principal shall be resolved by the trustees in accordance with the terms of the Uniform Principal and Income Act from time to time in effect in (State), or if the Act should be abolished, then in accordance with the terms of the Act as it was last in effect in the State of Texas ; provided, however, that the trustees may withhold from amounts otherwise payable as income under the Act a reasonable allowance for depreciation or depletion on property subject to depreciation or depletion, and may set up a reserve for depreciation or depletion, all under generally accepted accounting principles.

(B) In making any division or apportionment under the provisions of Article I for the purpose of creating any fund or share of any fund, or for any other purpose of whatsoever nature, the trustees shall have the power to make such division or apportionment in money or in kind, or partly in money and partly in kind, including securities, real property and undivided interests in real or personal property, making the necessary equalizations, if any, in cash, the values to be determined by the trustees, whose judgment as to such values shall be binding and conclusive on all parties in interest.

ARTICLE IV

Except as provided in Article I, it is the intention of the donor that this instrument shall constitute an irrevocable gift in trust of all property at any time held under it, any and all rights, title, and reversionary interest in the property, of any kind or description, which the donor now has or may subsequently acquire, either by operation of law or otherwise (other than those rights and interests which are specifically reserved to the donor) are hereby renounced and relinquished forever. Any future gift of property to this trust, whether by the donor or any other person, shall likewise be irrevocable. Any right, title, or reversionary interest in the property, of any kind or description, which the donor may have or subsequently acquire, by operation of law or otherwise, shall, by the making of the gift to this trust, be likewise renounced and relinquished forever. In the event at any time of the failure of any present or future gift under this agreement, the property comprising the gift shall then be paid to and among the persons then living who, if the donor had died then, would have been the next of kin of the donor

(other than the parents of the donor) under the then existing laws of the State of Texas relating to the distribution of intestate personal property, in the proportions described by the laws of distribution.

ARTICLE V

Subject only to the provisions and limitations expressly set forth in this agreement, the trustees and any successor trustees, shall have in general the power to do and perform any and all acts and things in relation to this trust in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers in this agreement shall be construed as a limitation on the foregoing general powers. The powers, or any of them, conferred on the trustees shall not be exhausted by any use thereof, but each shall be continuing. The trustees are especially authorized and empowered in their sole discretion:

(A) To change the situs of the trust and of any property which is part of the trust to any place in the United States of America or any other country.

(B) Not to file an inventory of the property which is part of the trust nor annual accounts of administration with and not to have any of such property examined by any court where the filing or examination is not required by applicable law.

(C) To retain for any period of time any property which may be received or acquired even though its retention by reason of its character or otherwise would not be appropriate apart from this provision.

(D) To collect, receive, and receipt for rents, profits, or other income from any property which may be held.

(E) To expend money or other property in order to collect, sell, manage, conserve, or administer any property which may be held, or in order to improve, repair, equip, develop, furnish, maintain, alter, extend, or add to any such property.

(F) To sell at public or private sale (including, specifically, the power to initiate or participate in any public offering or underwriting), partition, exchange for like or unlike property, lease for any period of time even though it may be longer than the duration of the estate or of the trust, modify, renew or extend any lease, grant options on, release, demolish, abandon, dedicate, and otherwise dispose of any property which may be held, on such terms and conditions, including credit, and for such consideration, even though it may be less than the value at which the property was appraised in the estate or was received or acquired, or for such other benefit, even though it may be intangible, as may be deemed appropriate.

(G) To transfer title to, grant rights in, and convey in fee simple or otherwise any property which may be held, free of all trust.

(H) To invest and reinvest in any and all kinds of securities, domestic or foreign, including common and preferred stocks, bonds, debentures, notes, commodity contracts, mortgages and options on property; in money market funds, commercial paper, repurchase agreements, United States Treasury obligations, certificates of deposit, savings accounts, checking accounts, and any other cash investment medium; in investment trusts and in common trust funds; in any real property; in any personal or mixed property; in any business, mining or farming operation, or other venture; or in any other interest or investment medium, even though the investment would not be of a character authorized by applicable law but for this provision.

(I) Not to diversify the property which may be held, whether the property was originally received or subsequently acquired by exchange, investment, or otherwise.

(J) To retain cash for reasonable periods of time in amounts sufficient to meet anticipated needs, including payments of expenses and to beneficiaries.

(K) With respect to property subject to depreciation or depletion, to withhold an amount from trust income in the discretion of the Independent Trustee to provide for a reasonable allowance for depreciation or depletion on the property under generally accepted accounting principles.

(L) To do all things necessary, customary, or desirable to conduct the affairs of an unincorporated business, mining or farming operation, real estate operation, or other venture.

(M) To do all things necessary, customary, or desirable to conduct the affairs of any corporation; to act as an officer, director, attorney, or employee of any corporation; and to place stock in the name of an individual personal representative or trustee or any beneficiary of the estate or of the trust in order to qualify the person as a director of the corporation.

(N) Alone or with others, to organize, reorganize, merge, consolidate, recapitalize, dissolve, liquidate, or otherwise create or change the form of any corporation, partnership, joint venture, or other entity.

(O) To exercise all voting, sale, purchase, exchange, or other rights or options with respect to any security or other property which may be held.

(P) To refuse, reject, or not to exercise any offer to purchase, option to purchase, voting or other right or option with respect to any security or other property which may be held.

(Q) To participate in any plan or proceeding for protecting or enforcing any right, obligation, or interest arising from any property which may be held; to serve as a member of a securities-holder protective committee; and to deposit securities in accordance with any plan agreed on.

(R) To expend money or other property, whether by bidding in at

foreclosure, by making a contribution to capital, by paying an assessment, or otherwise, in order to protect any property which may be held.

(S) To pay, contest, compromise, abandon, release, adjust, submit to arbitration, sue on, defend, and otherwise deal with and settle any claim in favor of or against the estate or the trust or the personal representative or trustees.

(T) To receive, acquire, and retain policies of fire, motor vehicle, business-interruption, title, liability, fidelity, indemnity, or other casualty insurance, either in stock or in mutual companies, in any amount, against any risk in which the estate or the trust has an insurable interest.

(U) To borrow money or other property for such periods of time, on such terms and conditions, and for such purposes as may be deemed appropriate; to mortgage, pledge, or otherwise encumber any property which may be held as security for any loan; and to renew, extend, or refund any existing loan either as maker or endorser.

(V) With respect to any obligation held, whether secured or unsecured, to reduce the interest rate on it, to continue it on and after maturity with or without renewal or extension and without regard to the then value of any security, to foreclose on the security or to acquire the security without foreclosure.

(W) To keep books of account and to make reports on such reasonable basis and with such detail as may be deemed appropriate.

(X) To execute any instrument, under seal or otherwise.

(Y) To bind absolutely, by any action taken or not taken, all beneficiaries, born or unborn, ascertained or unascertained, of my estate or of the trust as against any other party; and no party dealing with the personal representative or trustees shall have any duty to follow any property transferred by the party to the personal representative or trustees.

(Z) To sell any property to, to exchange any property with, to purchase any property from, or otherwise to deal with any beneficiary of the estate or of the trust or with any trust or estate of which either I, my spouse or any ancestor or issue of mine is or was a donor or beneficiary, whether created by this will or not, even though some or all of the personal representatives or trustees are also fiduciaries of such other trust or estate; and when dealing with any fiduciaries, my personal representative or trustees shall have no duty to follow any property transferred by them.

(AA) To act notwithstanding the self-interest of any of the personal representatives or trustees, including the powers to lease, mortgage, or sell any property to or lease or purchase any property from any personal representative or trustee, to determine the amount of and to receive their compensation for services as personal representative or trustees or in any other

capacity, in the case of a corporate personal representative or trustee, to borrow from, deposit money, or otherwise deal with its own banking department, to invest in its own stock or the stock of any of its affiliates, or to invest in its own common trust fund, and to be interested in any investment, corporation, unincorporated business, farming or mining operation, real estate operation, or other venture in which the estate or the trust is interested.

(BB) To obtain the advice of accountants, attorneys at law, brokers, investment counsel, realtors, appraisers, and other experts, and to compensate such experts by salary, commission, fee, or otherwise, and to act pursuant to the advice of such experts without independent investigation.

(CC) To delegate to one or more personal representatives or trustees or to agents or nominees: the authority to execute contracts, checks, documents of title, and other instruments, to keep books of account, to prepare reports and tax returns, to hold possession and record ownership of securities, bank accounts, and other property, or to perform any other ministerial function; the authority to perform the following discretionary functions: the management of any investment, unincorporated business, farming or mining operation, real estate operation, or other venture (whether by employing agents, giving proxies, entering into voting trusts, or otherwise, and whether or not such agency agreements, proxies, voting trust agreements, or other arrangements may extend beyond the term of the trusts provided in this agreement) and the selection of the time to acquire or to dispose of any property which may be held; any power, including this power, possessed by the personal representative or trustees which is necessary, customary, or desirable so that the delegate may perform any function delegated pursuant to this paragraph; and to compensate such agents by salary, commission, fee, or otherwise; provided, however, that any power specifically reserved by the terms of this will to the Independent Trustee may be delegated or redelegated only to another such Independent Trustee.

(DD) To enter into binding agreements not to exercise any power which may be possessed on such terms and conditions and for such reasons as may be deemed appropriate.

(EE) To enter into any pooling or unitization agreement.

(FF) To advance money on behalf of the trust or of the estate, for which advances, with any interest, the personal representative or trustees shall have a lien on the assets of the trust or estate as against any beneficiary.

(GG) To permit any beneficiary to have the use, possession, and enjoyment of any property then distributable pending actual distribution of it.

(HH) To retain for any period of time cash or other unproductive property.

(II) To receive, acquire, and retain policies and proceeds of

policies of life insurance and of immediate and deferred annuities, either in stock or in mutual companies, in any amount, on the life of any beneficiary of the donors estate or of any trust created by this instrument, or on the life of any person in whom the beneficiary, the donors estate, or any trust created by this instrument has an insurable interest; to pay the premiums on any insurance out of the donors estate or out of either the income or principal or both of any trust created by this agreement which is the beneficiary of the policy or out of which the beneficiary of the policy is eligible to receive income; and to exercise all rights, privileges, and options available under the policy.

(JJ) To loan money or other property, with or without formal evidence of indebtedness, with or without collateral security, for such periods of time and on such terms and conditions as may be deemed appropriate to any beneficiary of the donors estate or of any trust created by this instrument, to any business controlled by any such beneficiary, or to any estate or trust of which any such beneficiary is a beneficiary, out of the donors estate or out of any trust created by this instrument from which the beneficiary is eligible to receive income, as the case may be; to make any such loan a lien on any property payable or distributable to the beneficiary; and to guarantee any loans of any such beneficiary, business, estate, or trust.

(KK) To receive, acquire, and retain any of the property of several trusts created by this instrument undivided until division shall become necessary in order to make any payment or distribution, to hold, manage, invest, reinvest, and account for the several shares or parts of shares by appropriate entries in books of account, and to allocate to each such share or partial share its proportionate part of all receipts and expenses.

ARTICLE VI

This trust shall at all times be governed by the laws of the State of Texas .

ARTICLE VII

(A) No bond or surety or security of any kind shall be required of any trustee at any time appointed or acting under this agreement. No trustee shall be liable for any cause or in any event for the trustees own willful malfeasance or bad faith.

(B) All discretionary powers and duties vested in any corporate trustee under this agreement may be exercised on its behalf from time to time as occasion shall arise by its governing board, or by an appropriate committee, or by any of its principal officers or trust officers. Any corporate trustee shall be entitled to compensation at the prevailing rate for the administration of trusts of this nature.

In Witness Whereof, I do hereby sign and seal this instrument, and my Trustee in executing same hereby acknowledges receipt of property set forth on Schedule A and accepts the trust created hereunder and covenants to faithfully discharge all duties of its office as Trustee,

Date :12th day of July, 2005

.....
(Grantor), Peter Miller

.....
(Trustee) , George Summerlin

.....
Witness (1) Conrad Stuart ,address 1284 8th Street , Houston, Texas

.....
Witness (2) Simon Smith ,address 3267 17th Street, Dallas, Texas

.....
Witness (3) Charley Patterson ,address 2289 Palm Avenue, Waco, Texas

On the 12th day of July, 2005 , Peter Miller , and 8* declared to us, the witnesses , that this instrument, consisting of these few pages including the page signed by us as witnesses, was a IRREVOCABLE LIVING TRUST RETAINED INCOME and requested us to act as witnesses to it. Peter Miller , and George Summerlin thereupon signed this IRREVOCABLE LIVING TRUST RETAINED INCOME in our presence, all of us being present at the same time. We now, at his or her request, in Peter Miller,s , and George Summerlin's presence and in the presence of each other, subscribe our names as witnesses. Each states that the Peter Miller and George Summerlin are not a minor and appear to be of sound mind and that we have no knowledge or any facts indicating that the foregoing instrument, or any part of it, was procured by duress, menace, fraud or undue influence. We, each for himself or herself, declare that each of us is at least the age of majority, and that each of us is, and the others appear to be of sound mind. We, each for himself or herself, declare under penalty of perjury that the foregoing is true and correct and that this attestation and this declaration are executed on the 12th day of July, 2005

(Grantor) :
Peter Miller
Address : 1287 Pine Avenue
Dallas , County of Las Collinas' , state of Texas , 32343
Phone : 212-234-4334

(Trustee) :
George Summerlin
Address : 6765 Park Avenue, Houston, Texas
Dallas ,County of Las Collinas , State of Texas, 32234
Phone : 212-323-4367

State of Texas

County of Las Collinas

On this day, before me, the undersigned authority, in and for and residing in the above County and state, personally appeared Peter Miller and George Summerlin , who are personally known to me to be the same persons whose names are subscribed to the foregoing document, and, being duly sworn, they verified that the information contained in the foregoing document is true and correct on personal knowledge and acknowledged that said document was signed as a free and voluntary act.

Subscribed and sworn to this _____ day of _____, 20__.

Name and signature

My commission expires: _____