

REVOCABLE LIVING TRUST (BY-PASS TRUST FORM)

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

I Peter Miller, hereby transfer to George Summerlin hereinafter called the Trustee, the property set forth on Schedule A attached hereto and made a part hereof, to be held IN TRUST, for the purposes and in accordance with the provisions which follow:

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

ARTICLE I: Lifetime Benefits

Prior to my death, my Trustee shall:

(1) pay over to me such part or all of the income or principal of this trust as I may from time to time direct;

(2) pay or apply such part or all of the income and principal of this trust as it may deem necessary to provide for the proper support and maintenance of myself, my wife and my minor children and to provide for any medical or other expenses that I, my wife or my minor children may incur and

ARTICLE II: Coordination with Probate Estate

Following my death, my Trustee shall collect all property distributable to my Trustee as a result of my death whether by will or otherwise. In the collection of proceeds payable under any life insurance policies, payment to and receipt by the Trustee shall be a full discharge of the liability of any insurance company, and any such company need not take notice of this agreement or see to the application of any such payment by the Trustee. All such property, together with all other property constituting this trust (hereinafter referred to as the trust fund), shall be held, managed and distributed as follows:

If my probate estate (excluding the income thereof) has insufficient liquid assets to pay my funeral expenses, claims against my estate, expenses of administering my estate, death

taxes chargeable to my estate and to satisfy all pre-residuary devises under my will, my Trustee shall make available to my Executor, from the trust fund, such sum or sums as my Executor in its sole discretion shall determine to be necessary to satisfy such deficiency; provided my Trustee shall not pay to or otherwise make available for the benefit of my estate or my Executor life insurance proceeds, or any other assets, which would otherwise be exempt from the claims of creditors.

My Trustee shall pay out of principal those expenses connected with the administration of the trust fund (including but not limited to the attorney's fees and Trustee's commissions) incurred after my death.

ARTICLE III

SECTION 1: Allocation of Property to Trust

On the death of Grantor, the trustee shall retain in Trust, the maximum amount of property which Grantor could retain without payment of federal estate taxes giving effect to the maximum unified credit available to Grantor as of the date of Grantor's death. In allocating property to be retained, the trustee shall give first consideration to any property which would not qualify for the Estate Tax Marital Deduction.

In addition to the property allocated above the trustee shall retain any property which remains and which does not qualify for allocation to the Marital Deduction. If, on the death of Grantor, Grantor is not survived by a spouse then all of Grantor's property shall be retained.

Any residue of property not retained as hereinabove provided shall be distributed to Grantor's spouse upon the death of the Grantor.

SECTION 2: Disposition of Income and Principal

After the death of the Grantor, the Trust shall be held and disposed of, as follows:

Payment of Income to Spouse. Commencing with the death of the Grantor, the trustee shall pay the net income at least quarterly to Grantor's surviving spouse for so long as the spouse survives.

Payment of Principal to Spouse. The trustee shall pay to Grantor's surviving spouse so much of the principal, as the trustee, in the trustee's sole discretion, from time-to-time believes desirable for the spouses reasonable support, medical care, and education, taking into account, however, other resources available to the spouse which are known to the trustee; PROVIDED, HOWEVER, that no funds or property shall be expended by the trustee under this provision to provide for any goods or services the means for acquisition of which are available from other sources, including, but not limited to, insurance or governmental benefits. Should two or more persons, whether individual or corporate, serve as trustee, and Grantor's spouse serve as one of those trustees, the decision to pay principal to

Grantor's spouse shall be made by the trustee or trustees other than Grantor's spouse, and without Grantor's spouse taking part in that decision.

Surviving Children. The trustee shall pay so much or all of the net income and principal of this trust, even to its exhaustion, to each child under age 21 (the termination age) as required, in the judgment of the trustee to (1) provide proper care and support, including housing, food, clothing, and medical and dental expenses; (2) provide an education, including tuition, books, fees, housing, board, spending money, travel, camp and including public or private school, college, university, graduate, professional, or technical school, during such time as the child shall pursue his or her education in good faith; (3) provide funds for a wedding and other necessary social expenses; (4) meet extraordinary or emergency expenses which arise through illness or other misfortune; (5) pay expenses arising out of last illness and burial; or (6) provide for the general welfare and well being. In making income and principal distributions, the trustee may, but is not required to, consider any other income or property available to a child from any other source (including any self-help ability) known to the trustee. Net income not distributed shall be accumulated and become part of the principal. The trustee shall govern aid and assistance to a child with due regard to the future financial requirements of Grantor's other children under the termination age, and for their support, care, and completion of their education. It is Grantor's intent that Grantor's children have equal opportunity but not that the trustee necessarily expend equal dollar amounts on behalf of each child. A child's right to net income and principal, as provided above, terminates when the child attains the termination age, PROVIDED, HOWEVER, that the trustee may pay so much or all of the net income and principal of this trust, even to its exhaustion, as required in the judgment of the trustee, to (a) meet extraordinary or emergency expenses which arise through illness or other misfortune of a child who has already attained the termination age, or (b) provide a child with an education even though the child has already attained the termination age if the trustee shall determine the child has been unavoidably prevented (e.g., military draft, illness, or similar reason) from taking advantage of education opportunities available to children under the termination age. Any child who shall receive any net income or principal under this provision shall not be required to repay the same to this trust nor shall any such payment be set off against the distributive share of the child.

Loans to Children. The trustee may also make loans to any child for any of the six (6) purposes specified above or for such purposes as purchasing a home, starting a business, or other similar purposes at any time, regardless of his or her age, provided all such loans shall be made with due regard to the future financial requirements of Grantor's other children under the termination age for their support, care, and completion of their education. All loans shall be repaid as the trustee shall determine and may be secured or unsecured and with or without interest.

Family Home. In the event that the family home of Grantor's

children shall become an asset of this trust, the family home may be retained for the benefit of all, some, or one of Grantor's children at the expense of the trust. In addition, the trustee may provide financial assistance by outright grant (without obligation for repayment), investment, loan, or otherwise, to the guardian or any other person having the care and custody of Grantor's children for the purpose of providing funds for the purchase, expansion, alteration, or rental of living accommodations for such children, it being Grantor's intent to protect the guardian or any other person having the care and custody of Grantor's children from any significant economic burden by reason of their appointment and to give the trustee broad discretion in assisting the guardian or any other person having the care and custody of Grantor's children in providing living accommodations for Grantor's children.

Distribution to Children. When the last of Grantor's children attains the termination age, or if all Grantor's children have attained the termination age at Grantor's death, the trustee shall divide and distribute all principal and undistributed net income of this trust into equal shares, one for each child surviving, and one for each child, not surviving but leaving a child of his or her own, share and share alike, per stripes and not per capita.

SECTION 3: Death of Child

If any child dies before complete distribution of that child's separate share and leaves no descendants surviving, that child's share shall be divided into equal shares for Grantor's remaining children and be continued in trust or distributed as provided in this trust.

SECTION 4: Residuary Distribution

If, at any time following the creation of this trust, Grantor and Grantor's spouse and issue should all die without having acquired the rights to the immediate payment of all the property held in trust for them, the trustee shall terminate this trust and pay all property held by the trustee to my heirs at law.

ARTICLE IV: Revocability

I reserve the right to amend or revoke this agreement, without the consent of any other person, by a writing signed by me and delivered to my Trustee; provided that the duties, responsibilities and compensation of my Trustee shall not be altered without my Trustee's written consent.

ARTICLE V: Fiduciary Powers

I grant my Trustee (including any successor Trustee) the authority and power to exercise, in its sole discretion and without court order, in respect of any property forming part of any trust created under this agreement or otherwise in its possession hereunder, all powers conferred by law upon trustees, or expressed in this agreement, and I intend that the powers so

granted be construed in the broadest possible manner. In addition, my Trustee shall also have the power, authority and discretion hereinafter set forth:

(1) Facility of Payments: To apply for the benefit of, or to the use of, any person, any property (whether principal or income) vesting in or payable to such person, without seeing to the application of the payments so made and for which the receipt of the payee shall be full acquittance to my Trustee.

(2) Non-Pro Rata Distribution: To make distributions under this agreement (without the consent of any beneficiary) in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust) and without making pro rata divisions of specific assets.

(3) Holdback Trusts: To withhold distribution of any property, whether principal or income, vesting pursuant to the provisions of this agreement in any person who is then under twenty-one (21) years of age and, if this power is exercised, the continuing power to hold such property in trust for such person; to apply such part of the income or principal therefrom at such times and in such amounts as my Trustee shall deem requisite or desirable for the support and education of such person; and to accumulate and add to trust principal all current income not so applied until such person attains twenty-one (21) years of age, or shall sooner die, whereupon the property then remaining in the trust shall be distributed to such person or to the personal representative of such person's estate, as the case may be.

(4) Elimination of Small Trusts: To terminate or not establish any trust created or to be created under this agreement (other than a qualified charitable remainder trust) whenever the total fair market value of the assets of any such trust is so small that my Trustee's annual fee for administering the trust would be the minimum annual fee set forth in my Trustee's regularly published fee schedule then in effect, or whenever my Trustee determines it would be contrary to the best interest of the beneficiaries by reason of legislation or unforeseen changes or circumstances to create or continue such a trust, in which event the property then constituting or receivable by such trust shall be distributed to the beneficiaries then entitled to the income of such trust. If the beneficiaries of such income depend upon the exercise of my Trustee's discretion, then my Trustee shall distribute such property among those beneficiaries and in such proportions as my Trustee, in its sole discretion, shall determine, and its determination shall be binding and conclusive upon all interested persons.

(5) Transactions Between Related Entities: To sell assets of any trust created under this agreement to itself, as Executor or Trustee of any other trust or estate, to the beneficiaries thereof or to any member of my family at the fair market value thereof, and to purchase assets from any other such trust or estate, or from the beneficiaries thereof, or from any member of my family for any trust created under this agreement at the fair

market value thereof; and, to the extent allowed by law, to lend money to itself as Executor or Trustee of such other trusts or estates, or to the beneficiaries thereof, or to any member of my family at rates of interest and with security determined by my Trustee to be adequate; providing I, my spouse, my parents or my descendants are the respective grantor's or decedents of such other trusts or estates.

(6) Court Accounting and Bond Excused: My Trustee shall not be required to qualify, to make or file any inventory, appraisal, account or report to any court or to give bond (unless in each instance it is otherwise required to do so notwithstanding this provision), but shall be required to furnish at least annually to each current beneficiary a statement giving a summary of receipts and disbursements during each accounting period and assets on hand at the end of the accounting period. Such accountings are deemed correct and are accepted if no notice to the contrary is received within 90 days.

(7) Merger of Trusts: To merge the assets of any trust created under this agreement (other than a trust qualifying for the marital deduction) with those of any other trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms (even though the component trusts differ as to contingent beneficiaries, in which case, if the contingency occurs, the funds may be distributed in such shares as my Trustee, in its sole discretion, deems necessary to create a fair ratio between the various sets of remaindermen); provided, however, that property which would otherwise remain exempt from generation-skipping taxes shall not be merged with any other trust.

(8) Retention of Trustee's Stock: To retain any shares of stock which I may own at the time of my death in my Trustee or in the bank holding company of which my Trustee is a subsidiary or any affiliate company, or in any successor corporation to my Trustee or holding company; to exercise rights to purchase its own stock or securities convertible into its own stock when offered pro rata to stockholders and to purchase additional fractional shares to round out fractional share holdings of its stock occasioned by such exercises or by the receipt of a stock dividend.

(9) Withholding For Taxes: To withhold distribution of an amount of property sufficient, in its judgment, to cover any liability that may be imposed on my Trustee for estate or other taxes until such liability is finally determined and paid.

(10) Investment of Cash: To invest and reinvest any income or proceeds from trust assets in short-term investment funds or accounts pending instructions from me as to the disposition or investment thereof.

(11) Provisions Regarding Holding and Management of Real Property:

(a) To deal with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets

owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, my Trustee is empowered:

(i) To inspect any such property periodically, as it deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(ii) To respond (or take any other action necessary to prevent, abate or clean up) as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(iii) To refuse to accept property as a trust asset if it determines that such property is contaminated by any hazardous substance or that such property is being used or has been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets;

(iv) To settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;

(v) To disclaim any power which it determines may cause it to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law;

(vi) To decline to serve as Trustee or, having undertaken to serve, resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets.

(b) My Trustee shall not be personally liable to any beneficiary or other party interested in this trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from such matters, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of environmental laws related to my trust; provided that my Trustee shall not be excused from liability for its own negligence or wrongful or willful acts;

(c) When used in this document the term hazardous substance shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law, rule or regulation relating to the protection of the environment or human health (environmental law);

(d) On behalf of myself and my successors, heirs and assigns, I hereby indemnify and hold harmless my Trustee from and against

any and all claims, liabilities, penalties and costs, including attorneys' fees, arising from any claim, demand, order or other action related in any way to (1) the actual or threatened contamination of trust property by any hazardous substance, or (2) the generation, use, treatment, storage, disposal, release (actual or threatened) or discharge on or from trust property or in connection with operations conducted on trust property of any hazardous substance in violation of any environmental law.

(12) Renounce Powers: Following my death, to renounce, in whole or in part, any rights, privileges, powers and immunities granted to my Trustee, whether such rights, privileges, powers and immunities are granted under this agreement or conferred by law, by executing and filing a written renunciation with the clerk of court of the county in which proceedings have been commenced for the administration of my estate. My Trustee's assumption of duties as fiduciary shall not waive or bar my Trustee's right to renounce any right, privilege, power or immunity.

(13) Income and Principal Apportionment: The Trustee shall have discretion to determine whether items should be charged or credited to income or principal, or be apportioned between income and principal, including the power to provide or not to provide a reasonable reserve against depreciation, depletion or obsolescence. The Trustee shall exercise its discretion in such manner as it may reasonably deem equitable and just under all the circumstances and regardless of whether such items are charged or credited to or apportioned between income and principal as provided by the Statutes of the State of Texas.

Notwithstanding any other provision of this agreement to the contrary, no power or authority conferred by law or expressed or specifically incorporated in this agreement shall be exercised in a manner which would cause any distribution hereunder for the benefit of my spouse which would otherwise qualify for the federal estate tax marital deduction to fail to qualify for such deduction. My spouse shall have the power to require my Trustee to make productive any non-income producing property in any trust which would otherwise qualify for the federal estate tax marital deduction, or to convert such property into productive property within a reasonable period of time.

ARTICLE VI: Resignation

My Trustee or any successor Trustee may resign during my lifetime by giving me thirty (30) days notice in writing, whereupon I shall have the right to appoint a successor Trustee. Delivery to the successor Trustee or to me, if I do not appoint a successor Trustee, and proper accounting for all property received and disbursed by my Trustee shall discharge my Trustee from all responsibility and liability with respect to and in connection with this trust. After my death my Trustee, or any successor Trustee, may resign as Trustee of any trust being held under this agreement in a writing signed and acknowledged and delivered to all current adult income beneficiaries of such trust, such resignation to be effective upon a successor Trustee being appointed to act in its place. No judicial proceeding shall be necessary. A majority of the beneficiaries entitled to receive

such notice shall have the power to sign an acknowledged writing delivered to the then acting Trustee appointing a successor Trustee.

Any successor corporate Trustee domiciled outside the State of Texas and duly appointed hereunder, shall be authorized to remove any personal property constituting the principal of such trust to the domicile of the successor corporate Trustee; provided that the laws in the State of Texas shall continue to govern the rights of beneficiaries in such property and the manner in which such trust is construed and administered.

Any successor Trustee is authorized and directed to accept from any prior Trustee the assets delivered by such predecessor on the basis of the predecessor's accounting for such assets without requiring an audit or other independent accounting of the transactions, acts or omissions of such prior Trustee, and any successor Trustee shall not have any duty, responsibility, obligation or liability whatsoever for the acts or omissions of such prior Trustee.

ARTICLE VII: Situs

This agreement shall be construed and the trusts created by this agreement shall be regulated and governed in accordance with the laws of the State of Texas

ARTICLE VIII: Compensation of Fiduciary

As compensation for its services hereunder, my Trustee shall receive the commissions stipulated in its regularly adopted schedule of compensation in effect and applicable at the time of the performance of such services.

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 August, 2005

.....
(Grantor), Peter Miller

.....
(Trustee) , George Summerlin

.....
Witness (1) Conrad Stuart ,address 3454 7th Street , Houston, Texas

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

.....
Witness (3) Charley Patterson ,address 1289 Pine Avenue, Waco, Texas

On the 12th day of August, 2005 , Peter Miller , and George Summerlin declared to us, the witnesses , that this instrument, consisting of these few pages including the page signed by us as witnesses, was a REVOCABLE LIVING TRUST (BY-PASS TRUST FORM) and requested us to act as witnesses to it. Peter Miller , and George Summerlin thereupon signed this REVOCABLE LIVING TRUST (BY-PASS TRUST FORM)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 August, 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 : 212-323-4332

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: _____