

IRREVOCABLE LIVING TRUST - ANNUITY

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 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. The Trustees are hereby authorized to and agree that they will receive and hold such property and all investments and reinvestments and income from the property for the following uses and trusts:

ARTICLE I

This trust has been created by the Donor for the primary benefit of the Donor and the Donors issue. It shall be held and administered by the Trustees 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) During each year for a period specified in Article II commencing on the establishment of this trust, an aggregate amount equal to FIFTEEN percent (15 %) of the initial net fair market value of the assets of the trust shall be paid and distributed to the Donor.

(B) Any such distributions pursuant to Paragraph (A) of this Article shall be paid from the net income of the respective trust for the current tax year, or, to the extent that the net income is insufficient, from the principal of the trust, using to the extent available, first net short term capital gains from the current tax year, then net long term capital gains from the current tax year, and thereafter the balance of the principal of the trust.

(C) In the case of a taxable year which is a period of less than twelve (12) months (other than the taxable year in which the annuity interest created in this Article terminates pursuant to Article II below), the amount distributed under Paragraph (A) of this Article shall be the amount which must be distributed at

least yearly multiplied by a fraction, the numerator of which is the number of days in the taxable year of the trust and the denominator of which is 365 (366 if February 29 is a day included in the numerator). In the case of a taxable year of a trust in which the annuity interest created in this Article terminates pursuant to Article II below, the amount required to be distributed under Paragraph (A) of this Article shall be the amount which must be distributed at least yearly multiplied by a fraction, the numerator of which is the number of days in the period beginning on the first day of the taxable year and ending on the date on which the termination occurs, and the denominator of which is 365 (366 if February 29 is a day included in the numerator).

(D) In the event the net fair market value of the trust assets is incorrectly determined by the Trustees, the Trustees shall pay to the Donor (in the case of an undervaluation) or be repaid by the Donor (in the case of an overvaluation) an amount equal to the difference between the amount which the Trustees should have paid the recipient if the correct value were used and the amount which the Trustees actually paid the recipient. Such payments or repayments shall be made within a reasonable period after the final determination of the value. The Trustees may in their absolute discretion require that distributions to the Donor be made subject to written acknowledgment and acceptance of these conditions.

(E) It is the express intent of the Donor that the interest of the Donor created under this Article shall qualify as a qualified interest as described in Section 2702(b) of the Internal Revenue Code of 1986, as amended (referred to as the Code), and that any gift from the Donor to any trust created under this agreement shall qualify to the maximum extent possible for the deduction from the value of the gift as provided in Section 2702(a)(2)(B) of the Code. This agreement and all powers, trusts, directions, authorizations, instructions, and obligations granted to or imposed on the Trustees by this Agreement and by law shall be construed in such a way that the trusts created under this Article shall so qualify. To the same end and purpose, the Trustees are expressly authorized and empowered, by an instrument in writing, to amend this instrument in whatever manner the Trustees in their absolute and uncontrolled discretion shall deem necessary or desirable to qualify the interest retained by the Donor created under this Article as described in Section 2702(b) of the Code; provided, however, that this instrument may not be amended in such a way that the trusts created under this Article shall not so qualify.

(F) No commutation may be made of the distributions to the Donor provided for under this Article. Such distribution shall not terminate except as provided in

ARTICLE II

(A) In the event of the Donors death prior to the expiration of twenty (20) years from the date this trust is established, all of the assets of the trust shall be paid to the Estate of the Donor.

(B) Twenty (20) years after the date this trust is established, this trust shall terminate and the assets of the trust, including any accrued and undistributed income from it, but specifically excluding any amount otherwise required to be distributed pursuant to Article I, shall be divided into as many equal shares as there shall be children of the Donors then surviving and deceased children of the Donor leaving issue then surviving. One such share shall be paid and distributed to each of the Donors then surviving children and one such share shall be paid and distributed, per stirpes, to the then surviving issue of each then deceased child of the Donor; provided, however, that if any grandchild or more remote issue of the Donor shall not then have attained the age of twenty-one (21) years, the share or partial share which would otherwise be paid and distributed to the grandchild or more remote issue of the Donor shall instead be designated with the name of that person and shall continue to be held as a separate and distinct trust and trust fund pursuant to the terms of Paragraph (C) of this Article.

(C) Any property designated under Paragraph (B) of this Article with the name of a grandchild or more remote issue of the Donor (each such grandchild or more remote issue of the Donor being referred to in this Paragraph (C) as the Beneficiary) shall be held as a separate and distinct trust and trust fund (which respective trust shall be identified by the name of the Beneficiary) for the following uses and purposes:

(1) Until the Beneficiary with whose name a trust is designated shall attain the age of twenty-one (21) years, the Trustees may, from time to time, in the Trustees absolute discretion, pay or distribute such part or all of the net income of the trust as may be deemed appropriate to any one or more then living of the group consisting of the Beneficiary with whose name the trust is designated and the issue of the Beneficiary, in such amounts and proportions as the Trustees shall determine.

(2) When any Beneficiary with whose name such a trust is designated shall have attained the age of twenty-one (21) years, the entire remaining principal of the trust designated with the name of the Beneficiary shall be paid and distributed to the Beneficiary; provided, however, that the Trustees may, in the Trustees absolute discretion, postpone the date on which the right to the mentioned distribution vests for a period not exceeding two (2) years.

(3) If any Beneficiary in whose name such a trust is designated shall die prior to the termination of the trust, the entire principal of the trust designated with the name of the Beneficiary shall be paid and distributed to the appointee or appointees, including the Beneficiary's estate, in such amounts and proportions, for such estates and interests, and free of trust or on such terms, trusts, conditions, and limitations as the Beneficiary may designate in the Beneficiary's last will and testament by making specific reference to and exercise of this power given to the Beneficiary. If the Beneficiary shall die intestate or shall fail in part or entirely to exercise this power, the entire principal of the trust designated with the name of the Beneficiary, or the part thereof not disposed of by the

Beneficiary, shall be paid and distributed as follows:

(a) If the Beneficiary leaves issue then surviving, to the Beneficiary's then surviving issue, per stirpes; provided, however, that if any such issue shall not then have attained the age of twenty-one (21) years, the share or partial share of the issue shall be designated with the name of the issue and shall continue to be held as a separate and distinct trust and trust fund pursuant to the terms of this Paragraph (C).

(b) If the Beneficiary leaves no issue then surviving, the property shall be divided into equal shares, and one such share shall be paid and distributed to each then surviving brother or sister of the Beneficiary and one such share, per stirpes, to the then surviving issue of any then deceased brother or sister of the Beneficiary; or if there shall not then be any such surviving brother or sister or issue thereof, then to the then surviving issue, per stirpes, of the Beneficiary's nearest ascendant who is a descendant of the Donor and of whom there are issue then surviving; or if there shall not then be any such surviving issue, then to the then surviving issue of the Donor, per stirpes; provided, however, that if any such person shall not then have attained the age of twenty-five (25) years, the share or partial share which would otherwise be paid and distributed to the person shall be added to the trust fund created under this Paragraph (C) designated with the name of the person, or if such a trust fund is not then in existence, such share or partial share shall be held as a separate and distinct trust and trust fund designated with the name of the person for the same uses and purposes specified in this Paragraph (C).

(D) Net income not paid or distributed from any trust created by this Article may be added to any subsequent income payment from the trust. Until distributed, accrued and accumulated income shall be regarded for all purposes under this trust agreement as principal of the respective trusts created by this Article. First consideration for any distribution of income or principal from any such trust shall be given to the person with whose name the trust is designated.

(E) The Trustees may, from time to time, in the Trustees absolute discretion, pay or distribute to any Beneficiary then eligible to receive income from any trust created by this Article such part of the principal of the trust from which the Beneficiary is eligible to receive income as the Trustees may deem appropriate. No such payment or distribution shall constitute an advance against any amount receivable by any person from any trust created by this Article unless the Trustees shall otherwise provide in writing at the time of making the payment, and then only to the extent so provided.

(F) Any of the trusts created under this Article may be terminated, in whole or in part, at any time after the termination of the trusts created under Article I, if such action is deemed advisable and for the best interests of the trust or trusts, or the Beneficiaries thereof, 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 from it, shall be paid over and distributed to that person with whose name the trust is designated. In giving the Trustees such discretion to terminate any such trust, the Donor recognizes that the interests of present and future Beneficiaries may be terminated on the exercise of such discretion.

(G) If at any time after the termination of the trusts created by Article I there shall be no Beneficiary eligible to receive the income or principal of any trust created by this Article, the entire principal of the trust created by this Article shall be paid and distributed to the persons then living who would have been the heirs of the Donor if the Donor had died at that time.

(H) All interests, both in income and in principal, in all trusts created by this Article are intended for the personal protection and welfare of the Beneficiaries thereof; no such interest shall be transferable, voluntarily or involuntarily, by a Beneficiary nor subject to the claims of creditors or of a spouse or former spouse of a Beneficiary. In the event that the Trustees shall have notice or believe that the rights or interests of any Beneficiary in or to any part of the income or principal of any trust created by this Article have been or may be diverted from the purpose of providing for the personal protection and welfare of the Beneficiary, whether by voluntary act or legal process, the Trustees shall not pay such income or principal to the Beneficiary, but may utilize so much of it as the Trustees, in the Trustees sole discretion, deem appropriate for the care, support, maintenance, education, or other necessities of the Beneficiary, such utilization, if any, to be made as the Trustees deem appropriate under the circumstances.

(I) Any person may irrevocably disclaim and renounce any part or all of any gift made to the person by this Article. Any such disclaimer and renunciation shall be effected in the manner required by applicable law. If any person disclaims and renounces all interest in all or any part of any gift made to the person by this Article, all of that gift or all of that part shall be disposed of as if the person had not survived the Donor. If any person disclaims and renounces less than all interest in all or any part of any gift made to the person by this Article, all of the gift or all of the part shall be held in trust otherwise as provided above.

ARTICLE III

Neither the Donor nor 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 to this trust.

ARTICLE IV

Subject to the provisions and limitations expressly set forth in this instrument, the Trustees shall have the powers granted, and only such powers. While it is the Donors intention that the

Trustees have broad and effective powers to carry out the provisions of this instrument, no power conferred on any Trustee by this Article shall be exercised in such a manner as, in the aggregate, to deprive the Donor or any trust created by this instrument of any otherwise available tax exemption, deduction, or credit. The powers granted below shall not be exhausted by any use of them, but each shall be continuing; and each shall continue and be exercised without the license or authorization of any court or other legal authority. The determination of the Trustees with respect to whether to exercise or not to exercise any power shall be final. These powers are the powers:

(1) 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.

(2) 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 the property examined by any court where the filing or examination is not required by applicable law.

(3) To retain for any period of time any property which may be received or acquired.

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

(5) 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.

(6) 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 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 received or acquired, or for such other benefit, even though it may be intangible, as may be deemed appropriate.

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

(8) 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 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.

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

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

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

(12) 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.

(13) To do all things necessary, customary, or desirable to conduct the affairs of any corporation; to act as officer, director, attorney, or employee of any corporation; and to place stock in the name of a Trustee or any Beneficiary of the trust in order to qualify him or her as a director of the corporation.

(14) 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.

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

(16) 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.

(17) 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 security holder protective committee; and to deposit securities in accordance with any plan agreed on.

(18) To expend money or other property, whether by bidding in at foreclosure, by making a contribution to capital, or by paying an assessment or otherwise, in order to protect any property which may be held.

(19) 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 trust or the Trustees.

(20) 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 trust has an insurable interest.

(21) 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 such loan; and to renew, extend, or refund any existing loan either as maker or endorser.

(22) 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 thereof, or to acquire the security without foreclosure.

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

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

(25) To bind absolutely, by any action taken or not taken, all Beneficiaries, born or unborn, ascertained or unascertained, of the trust as against any other party; and no party dealing with the Trustees shall have any duty to follow any property transferred by the party to the Trustees.

(26) To sell any property to, to exchange any property with, to purchase any property from, or otherwise to deal with any Beneficiary of the trust or with any trust or estate of which either the Donor, the Donors spouse, or any issue of the Donor is or was a donor or beneficiary, whether created by this instrument or not, even though some or all of the Trustees are also fiduciaries of the other trust or estate; and when dealing with any fiduciaries, the Trustees shall have no duty to follow any property transferred by them.

(27) To act notwithstanding the self interest of any of the Trustees, including the powers to lease, mortgage, or sell any property to or lease or purchase any property from any Trustee, to determine the amount of and to receive their compensation for services as Trustees or in any other capacity; in the case of a corporate trustee, to borrow from, deposit money, or otherwise deal with its own banking department, to invest in its own stock or the stock of my 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 trust is interested.

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

(29) To delegate to one or more Trustees or to agents: 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 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 Trustees which is necessary, customary or desirable so that the delegate may perform any function delegated pursuant to this paragraph; and to compensate the agents by salary, commission, fee, or otherwise; provided, however, that any power specifically reserved by the terms of this instrument to the Trustees may be delegated or redelegated only to another Trustee.

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

(31) To advance money on behalf of the trust for which advances, with any interest, the Trustees shall have a lien on the assets of the trust as against any Beneficiary.

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

(33) 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 any trust created by Article II of 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 any trust created by Article II of this instrument from which the Beneficiary is eligible to receive income; 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.

(34) To receive, acquire, and retain any of the property of several trusts created by Article II of 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.

(35) 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 any trust created by Article II of this instrument, or on the life of any person in whom the Beneficiary or any such trust has an insurable interest; to pay the premiums thereof out of either the income or principal or both of any such trust 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.

ARTICLE V

The construction, validity, and effect of this agreement and the rights and duties of the Beneficiaries and the Trustees under it shall at all times be governed exclusively by the laws of the State of Texas .

ARTICLE VI

This agreement may be executed in any number of counterparts, any one of which shall constitute the agreement between the parties.

ARTICLE VII

(A) George Summerlin , and Simon Smith. residing at 3243 7th Street, Dallas, Texas are hereby appointed initial Trustees under this agreement. Any of the Trustees, or any successor Trustee, shall have the power, exercisable by the execution of a written instrument so specifying, to nominate and appoint the Trustees immediate successor as Trustee. The nomination may be changed by the nominating Trustee at any time while the Trustee is acting as Trustee. Any such nominated successor Trustee shall become a Trustee whenever the nominating Trustee shall cease to serve as Trustee. In the event any Trustee shall cease to serve as Trustee and (1) has not effectively nominated the Trustees immediate successor as Trustee, or (2) if the so-nominated successor Trustee shall, for any reason, not become a Trustee, then the remaining Trustee or Trustees then serving shall nominate and appoint a successor Trustee.

(B) Any individual or corporation at any time serving as Trustee under this agreement may resign as Trustee of any trust or trusts created under this agreement by delivering a written instrument to that effect signed by or on behalf of the Trustee to the Donor if the Donor is then living otherwise to the other Trustees then serving. Any such resignation shall be effective as of the date of completion of delivery of the instrument to such person or persons or as of such later date as shall be specified in the instrument.

(C) No bond or other security shall ever be required to be given or be filed by any Trustee under this agreement for the faithful execution of the Trustees duty. If, notwithstanding the foregoing provision, a bond shall nevertheless be required, no sureties shall be required.

(D) No Trustee shall be liable except for willful malfeasance or bad faith.

(E) The vote of a majority of the Trustees entitled to act on any matter shall be sufficient to govern any action.

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 3454 7th Street , Houston, Texas

.....
Witness (2) Simon Smith ,address 3243 7th Street, Dallas, Texas

.....
Witness (3) Charley Patterson ,address 1289 Pine 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 - ANNUITY and requested us to act as witnesses to it. Peter Miller , and George Summerlin thereupon signed this IRREVOCABLE LIVING TRUST - ANNUITY 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, 67545
Phone : 212-323-4312

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: _____