

TRUST AGREEMENT -(Revocable Inter Vivos)

This Trust Agreement is made and entered into this June the 4th 2005 , by and between Peter Smith , (hereinafter referred to as "Grantor"), and Harry Stuart , (hereinafter referred to as "Trustee").

1. Trust Property. The Grantor transfers to the Trustee the property listed in the schedule attached hereto as Exhibit "A", and any other property which the Trustee may at any time acquire pursuant to the provisions of this Agreement, (hereinafter referred to as the "Trust Estate"), for the uses and purposes, and upon the terms and conditions as are set forth hereinafter. shall hold, manage, invest and receive the Trust Estate for the benefit of the following (hereinafter referred to as the Income Beneficiaries):

Peter Smith jr , my son
Laura Smith , my daughter

Trustee shall divide the Trust Estate equally into separate shares, without being required to make a physical division thereof, one full share to be held as a separate trust for the primary benefit of each of the Income Beneficiaries. Trustee shall collect the income therefrom, and, after deducting all necessary expenses incident to administration of these trusts, shall dispose of the net income and principal as follows:

a. At any time and from time to time, trustee may distribute to or for the benefit of any Income Beneficiary so much of the principal and income of his or her trust as trustee shall determine in trustee's absolute discretion. The income of a trust not so distributed shall be accumulated and added to the principal of that trust. Trustee shall pay or apply the net income from each of the trusts held to its respective Income Beneficiary until that Income Beneficiary reaches the age of 21 at which time that Income Beneficiary shall receive, in full, the remaining principal and income not yet disbursed from Income Beneficiary's respective trust. At such time, that Income Beneficiary's respective trust shall be terminated.

b. Upon the death of an Income Beneficiary prior to termination of all of the trusts, and if any Income Beneficiary survives the deceased Income Beneficiary, all undisbursed income from that portion of the trust estate then being held for the deceased Income Beneficiary shall be paid to the personal representative of the estate of the deceased Income Beneficiary. The principal shall be divided into as many shares as there are trusts remaining and shall go to augment any such remaining trust or trusts.

c. Upon the death of the last surviving Income Beneficiary prior to termination of all of the trusts, providing the Grantor survives all Income Beneficiaries, pay the principal of the Trust Estate, together with all undistributed income to the Grantor.

3. Invasion of Principal. Following the Grantor's death, the Trustee is authorized, at any time, and from time to time, to pay to, or apply to the use and benefit of, the Income Beneficiaries, so much of the principal of the Trust Estate as the Trustee shall deem necessary or advisable, in its absolute discretion, to provide for the health, maintenance, and welfare of the Income Beneficiary. Any determination made by the Trustee in good faith as to the manner or the extent it shall exercise such power shall be conclusive upon all persons who might then or thereafter claim any interest in the Trust Estate. It is the Grantor's intention that this power shall be liberally exercised, regardless of the effect which any such invasions may have upon the remaindermen.

4. Payments to Minors. Should any principal of the Trust Estate become distributable to a minor, the Trustee may, in its absolute discretion, either pay over such principal to the guardian of the property of such minor, at any time, or retain it for the minor during minority. In the case of any such retention, the Trustee may apply the principal and any income received to the support, maintenance, and education of such minor, irrespective of any other resources of such minor or of his/her parents, either directly or by payments to the guardian of the property or parent of such minor or to the person with whom such minor resides, without the necessity of any bond, the receipt of which shall effect complete discharge of the Trustee, who shall not be required to see to the application thereof. Any principal retained and income received which is not so applied shall be paid over to the beneficiary upon his/her reaching majority, or if he/she shall sooner die, to his/her estate. In holding any property for any minor, the Trustee shall have all the powers and discretions conferred upon it. For such services the Trustee shall be entitled to the same commissions to which a sole testamentary trustee would be entitled to receive from time to time under the laws of the State of Texas, to be payable without judicial authorization.

5. Trustee's Powers. The Trustee shall have the following powers and discretions, in addition to any conferred by law:

a. To retain the property described in the attached Exhibit "A", and any property added to the Trust Estate, without liability for any decrease in value.

b. To exchange or sell any property of the Trust Estate, without being restricted to property authorized by the laws of the state of Texas, or of any other jurisdiction for trust investment, to invest in any kind of property, real or personal, regardless of its ability to produce income, and without regard to the proportion that such property, or property of a similar character held, may bear to the entire Trust Estate.

c. To exchange, sell, lease, mortgage, partition, or improve any real property of the Trust Estate, upon such terms as it may deem proper, and to execute and deliver deeds, mortgages, leases, or other necessary instruments. Any lease executed pursuant hereto shall be made for such period of time as the

Trustee deems desirable, without regard to the duration of this trust or any statutory restrictions, and without judicial approval.

d. To exercise options, conversion privileges, and rights to subscribe, and to purchase and make payments for additional securities.

e. To vote in person or by proxy upon securities held by it and to delegate its discretionary powers.

f. To consent to or participate in dissolutions, reorganizations, mergers, sales, pledges, security agreements, transfers, or other changes affecting securities held by it and to delegate its discretionary powers and to pay assessments, subscriptions and other charges.

g. To extend or modify the terms of any note and mortgage, to foreclose any mortgage, to take title by deed in lieu of foreclosure or otherwise, to protect or redeem any property from forfeiture for nonpayment of taxes or other liens, and generally to exercise as to any note and mortgage on any property all powers that an absolute owner might exercise.

h. To retain any property acquired in connection with the foregoing provisions whether or not such property shall be authorized by the laws of the state of Texas ,or of any other jurisdiction for trust investments.

i. To register any property in the name of a nominee or in its own name or to hold it unregistered or in such other form that title shall pass by delivery, but without thereby increasing or decreasing its liability as Trustee.

j. To make any division or distribution required by this Agreement in cash or in kind, or partly in each.

6. Trustee's Authority and Application. No person or entity, in dealing with the Trustee, shall be required to investigate the Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

7. Principal and Income. Notwithstanding anything herein to the contrary, the Trustee shall determine, in its sole discretion, what is principal and what is income, and shall allocate or apportion receipts and expenses as between principal and income; provided, however, that income accrued on any property at the time of the transfer to the Trustee shall be income of the trust. The decisions of the Trustee, with respect to such allocations, shall be binding upon all interested parties. The primary concern of the Grantor, in creating this trust, is for the Income Beneficiary and the Grantor requests the Trustee, in exercising the foregoing discretions, to take such fact into consideration.

8. Retention of Investment Control. During the life of the Grantor, the Trustee shall exercise the powers granted to it in Paragraph 5 herein above only in accordance with the written

instructions of the Grantor. The Trustee shall follow such written instructions and shall not be liable for any loss or depreciation incurred by reason of actions taken pursuant thereto, or by reason of inaction, should the Grantor fail to give instructions. The Trustee shall be under no obligation to review or investigate any property in the Trust Estate, or to concern itself with the propriety of any investment, or furnish the Grantor with any recommendations concerning such property, during the life of the Grantor, so long as the Grantor has not relinquished the investment control retained in this paragraph.

9. Additional Property. The Trust Estate may be increased by the addition of cash or property by the Grantor or by any other person with the consent of the Trustee, and the Trustee shall receive, hold, manage, invest, and reinvest the cash and property as specified herein.

10. Accounting by Trustee. The Trustee shall render at least semi-annually to the Grantor, if living, otherwise to the Income Beneficiaries, a full accounting of receipts and disbursements of the trust, and the written approval of the Grantor or the Income Beneficiaries shall be conclusive upon all persons then or thereafter interested in the trust.

11. Compensation of Trustee. The Trustee shall be entitled to receive a fair and just compensation for its services and shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust Estate.

12. Bond and Liability of Trustee. The Trustee shall not be required to give any bond or other security for the faithful performance of its fiduciary duties; however, if any bond is required by law, then the bond shall be in such minimum amount as will satisfy the requirements of the law. The Trustee shall be liable only for its own willful breach of trust and for fraud and not for any honest error in judgment.

13. Rights of Trustee. The Trustee, without regard to any legal restrictions otherwise applicable to trustees, shall have the right:

a. To continue to have or exercise, after the termination of the trust in whole or in part and until the final distribution thereof, all the title, powers, discretions, rights, and duties conferred upon the Trustee by law or by this Agreement during the existence of the trust.

b. To employ agents, depositories, accountants, lawyers, and other professionals, to delegate to them discretionary powers, if deemed necessary, and to compensate them for their services. To reimburse itself from the trust estate for all reasonable expense incurred in the administration thereof.

14. Tax Provision. The Trust Estate shall not be charged with the payment of any federal estate taxes, or any inheritance taxes, upon the Grantor's death, except to the extent that the other assets in the Grantor's taxable estate, excluding any assets which may be exempted from the payment of such taxes by

the last will of the Grantor, shall be insufficient to discharge such taxes. The Trustee may rely conclusively upon written advice from the executor or personal representative of the Grantor's estate, or upon any other evidence, as to the existence and the amount of such insufficiency. Any such taxes shall be charged against the corpus of the Trust Estate.

15. Resignation or Removal of Trustee. The Trustee may resign by written notice to the Grantor or, after his death, to each and every Income Beneficiary. The Trustee may be removed at any time by the Grantor by written notice to the Trustee. In case of death, incapacity, resignation or the removal of the Trustee by the Grantor, the Grantor may, by instrument signed and acknowledged, appoint a successor Trustee. If Grantor is deceased, then the Income Beneficiaries or their legal representatives then constituting the required proportion for a majority by the laws in the state of Texas shall have the power to appoint a successor Trustee. Designation of successor Trustee shall be by instrument signed by the persons making such an appointment and acknowledged in the form described by the laws of the State of Texas. Such successor Trustee, upon executing an acknowledged acceptance of the trusteeship, and upon the settlement of the accounts and discharge of the prior Trustee, shall be vested without further act on the part of anyone, with all the estate, title, powers, duties, immunities, and discretions granted to its predecessor. The prior Trustee shall, however, execute and deliver such assignments or other instruments as may be necessary or advisable. If a successor Trustee is not appointed within 30 days after the giving of notice of resignation or removal, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor. The Trustee shall be entitled to reimbursement from the Trust Estate for all expenses incurred by it in connection with the settlement of its accounts and the transfer and delivery of the Trust Estate to its successor. If the Trustee is removed, it shall be entitled to full commissions as if the trust had terminated while it was still acting. If the Trustee resigns, it shall be entitled to retain the commissions previously taken and to take any commissions then accrued but unpaid.

16. Situs. This trust has been accepted by the Trustee in the state of Texas, and shall be administered in accordance with the laws of that state.

17. Power of Amendment and Revocation. The Grantor may, by instrument signed, acknowledged, and delivered to the Trustee, modify, amend, or revoke, in whole or in part, this Agreement or the trust. To the extent thus revoked, the Trustee shall deliver the principal of the Trust Estate to the Grantor, upon receiving a proper receipt, and shall execute and deliver any instruments required to release all interest of the Trustee in such property. No modification shall diminish the compensation of the Trustee or increase its obligations without its consent in writing.

IN WITNESS WHEREOF, Trustor has hereunto set his hand and affixed his seal and to evidence acceptance of the Trust herein created, the Trustee has hereunto set his hand this June the 4th 2005

(Grantor) Peter Smith

(Trustee) Harry Stuart

(Witness 1) Glen Simon

(Witness 2) Conrad Black

(Witness 3) Julius Smart

Grantor:

Peter Smith

Address : 2123 10th Street

Dallas , county of Las Collinas , state of Texas , 21234

Phone : 212-434-5434

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 the Trustor , Peter Smith , who is personally known to me to be the same person whose name is subscribed to the foregoing document, and, being duly sworn, he/she 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: _____

Trustee:

Harry Stuart

Address : 878 Pine Avenue

Dallas , county of Las Collinas , state of Texas , 21243

Phone : 212-434-2421

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 the Trustee , Harry Stuart , who is personally known to me to be the same person whose name is subscribed to the foregoing document, and, being duly sworn, he/she 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: _____

EXHIBIT "A"
Schedule of Trust Property

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