

CHILDREN'S TRUST

ARTICLE I
TRANSFER IN TRUST

For good and valuable consideration, the Undersigned hereby transfers and delivers to the Trustee the property listed in Schedule "A", annexed hereto, to have and to hold the same and any cash, securities and other property which the Trustee may, pursuant to any other provision hereof at any time hereafter, hold or acquire, all of such property being hereinafter referred to collectively as the "Trust Estate", for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE II
BENEFICIARIES AND INTEREST

The Trustee shall hold, manage, invest and reinvest the Trust Estate, and shall collect the income thereof and shall dispose of the net income and principal as set forth herein for the below named beneficiaries:

A. The beneficiaries and their interests are as follows:

To Andrew Smith, BORN 4th of June 1978,
I CEDE : My house in Tyler Texas ,located at 321 Palm Avenue

To Julia Smith, BORN 12th of September 1980,
I CEDE: MY country home in lake Tahoe Nevada

B. A separate Irrevocable Trust is established for the interests of the above named beneficiaries with separate records to be kept for each Trust.

C. The Trustee shall allocate the properties described in Schedule "A" to the credit of each of the Trusts herein created in the amounts indicated therein and it shall hold and treat said property and the earnings, accretions and additions therefrom as separate interests and shares and as separate and distinct Trusts; and upon receipt of any additional assets or properties contributions shall be similarly held and shall be divided equally among the Trusts unless stipulated otherwise by the contributor making the transfer at the time of the transfer thereof to the Trustee. Each separate Trust shall be referred to by the name of each above named beneficiary as follows:

ARTICLE III
DISPOSITIVE PROVISIONS

A. During the minority of each beneficiary, the Trustee may, in his discretion, pay to each beneficiary such part of his interest in the net income or principal of his Trust as the as the Trustee determines will be in the beneficiary's best interest; any amounts not distributed shall be accumulated for the beneficiary in the beneficiary's income account and shall not become principal.

B. The Trustee shall not use the income of this Trust for support of any beneficiary for whom the Grantor or parent is legally obligated to provide support and maintenance; nevertheless, to the extent that the beneficiary's guardians are unable to provide support, the Trustee may, in his discretion, contribute to the support of minor beneficiaries, first from the income and then from the principal of each beneficiary's Trust.

C. When a respective primary beneficiary attains the age of 21 years (TWENTY ONE years), his or her Trust shall terminate and the entire Trust Estate as it shall then exist -- both principal and income -- shall be paid and distributed to her or him outright and free of trust unless the respective beneficiary affirmatively elects to have the Trust remain in force as set forth in Paragraph D.

D. On or before the beneficiary's at age TWENTY ONE (age 21) birthday, the Trustee shall notify the beneficiary, in writing, that he has the right, within 30 days after said birthday, to compel the termination of the trust. If the beneficiary, in a written notice to the Trustee, exercises his right to compel the termination of the trust, the Trustee shall, upon receipt of such notice, immediately distribute to the beneficiary the then remaining principal of the trust and any accumulated income. If the beneficiary does not timely and effectively exercise the right to compel the termination of the trust given to him above, the trust shall continue until the beneficiary attains age TWENTY NINE (age 29).

The Trustee, during the balance of the trust term:

1. Shall pay the income to the beneficiary in convenient installments at least quarter-annually.

2. May, in its sole discretion, pay to the beneficiary at any time or times during the balance of the trust term such sums from or any part or all of the principal of the trust that the Trustee determines to be reasonably necessary for his support, maintenance, education (including college and post-graduate school) or other benefit, or to meet the costs of any illness or accident which may affect him.

3. Shall, upon the beneficiary's 30 th birthday, pay to the beneficiary the then remaining principal of the trust, if any.

E. If the beneficiary dies before receiving a full distribution of his Trust Estate, then the undistributed portion will go according to said beneficiary's written instructions as filed with the Trustee, and if no such instructions are left with the

Trustee, then to the Executor or Administrator of the Beneficiary's Estate.

ARTICLE V
PERPETUITIES SAVINGS CLAUSE

In any event and anything to the contrary herein contained notwithstanding, the Trusts created in this Agreement shall cease and terminate upon the day of the expiration of TEN (10) years after the death of the last one to survive of the Undersigned and their issue now living, in the event these Trusts shall not previously have terminated in accordance with the terms hereof. In the event of the termination of these Trusts as provided for in this paragraph, the Trustee shall distribute the Trust Estates as they shall then be constituted, together with any net income, to those beneficiaries who are then entitled to the income from the Trust Estates in the same proportions in which they are entitled to such income.

ARTICLE VI
TRUSTEES AND POWERS

A. The following people will act as Trustee in the following order of priority:

1. Peter Miller

2. Harry Miller

3. A Trustee chosen by the departing Trustee, but neither the Trustor nor a beneficiary's parent nor a contributor to the Trust may act as Trustee, nor may the Trustor or parent remove a Trustee.

3. A Trustee chosen by a majority of the beneficiaries with a parent or legal guardian voting for minor beneficiaries subject, however, to the exceptions contained in the next paragraph above.

B. No Trustee above named need give bond in any jurisdiction. If a fiduciary's bond may not be dispensed with, the Undersigned requests that the bond be accepted without surety and in the lowest possible amount. No Trustee shall ever be required to qualify before, be appointed by, or in the absence of breach of Trust account to any court or obtain the order or approval of any court in the exercise of any power of discretion herein given.

C. The Trustee shall have full power to do everything in administering these Trusts that he deems to be for the best interests of the beneficiaries (whether or not it be authorized or appropriate for fiduciaries, but for this broad grant of authority, including, but not limited to, the following:

1. To buy, sell and trade in securities of any nature, including short sales and on margin, and for such purposes may

maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees, and to acquire by purchase or otherwise and to retain, so long as they deem advisable, any kind of realty or personal property or undivided interest therein, including common and preferred stocks, bonds or other unsecured obligations, options, warrants, interest in limited partnerships, investment trusts and discretionary common trust funds, all without diversification as to kind or amount, without being limited to investments authorized by law for the investment of trust funds, and power to hold or take title to property in the name of a nominee;

2. To sell for cash or on credit, at private or public sale, exchange, hypothecate, sell short or otherwise dispose of any real or personal property;

3. To make distributions as authorized in this Trust Agreement, including distributions to themselves as Trustees, in kind or in money or partly in each, even if shares be imposed differently. For such purposes, the valuation of the Trustees shall be given effect, if reasonably made;

4. If, in the Trustees' discretion, any beneficiary (whether a minor or of legal age) is incapable of asking proper disposition of any sum of income or principal that is payable or appointed to said beneficiary under the terms of this Trust Agreement, the Trustees may apply said sum to or on behalf of the beneficiary by any one or more of the following methods: by payments on behalf of the beneficiary to anyone with whom the beneficiary resides, by payments in discharge of the beneficiary's bills or debts, including bills for premiums on any insurance policies, or by paying an allowance to a beneficiary directly. The foregoing payments shall be made without regard to other resources of the beneficiary or the duty of any person to support the beneficiary and without the intervention of any guardian or like fiduciary; provided, however, that the Trustees shall insure and see to the application of the funds for the benefit of the beneficiary, so that the funds will not be used by any adult person, or any other person for a purpose other than the direct benefit of the beneficiary, and particularly so that said funds will not be diverted from the purpose of support and education of said beneficiary;

5. To determine whether and to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income, provided such adjustments do not conflict with well-settled rules for the determination of principal and income questions;

6. To delegate powers to agents including accountants, investment counsel, appraisers, legal counsel, and other experts, remunerate them and pay their expenses, to employ custodians of the trust assets, bookkeepers, clerks and other assistants and pay them out of income or principal;

7. To execute or enter into contracts, deeds, agreements, or any other documents of any nature whatsoever which the Trustees deem necessary or desirable to carry out the provisions and purposes of the Trusts, to renew, assign, alter, extend, compromise, release, with or without consideration, or submit to arbitration or litigation, obligations or claims held by or asserted against the Undersigned, the Trustees or the trust assets;

8. To borrow money from others or from the Trustees, for the payment of taxes, debts or expenses, or for any other purpose which, in the opinion of the Trustees, will facilitate the administration of these Trusts, and pledge or mortgage property as security for any such loans, and if money is borrowed from any Trustee individually, to pay interest thereon at the then prevailing rate of interest;

9. To lease, or grant options to lease, for periods to begin presently or in the future, without regard to statutory restrictions or the probable duration of any Trust, to erect or alter buildings or otherwise improve and manage property, demolish buildings, make ordinary and extraordinary repairs, grant easements and changes, make party wall contracts, dedicate roads, subdivide, adjust boundary lines, partition and convey property or give money for equity or partition;

10. To operate, either solely or in conjunction with others, any business operation or enterprise of any nature, whether it be an individual business, general or limited partnership or corporation, for as long a time and in such a manner as the Trustees deem proper for the best interest of the Trust, with full power to organize and/or operate as a sole proprietorship or partnership, to incorporate such business or to execute or join in any plan of refinancing, merger, consolidation or reorganization thereof with full power to borrow monies as the Trustees may deem advisable for the purposes thereof;

11. To charge to operating expenses all current costs of amortization, obsolescence and depreciation of any properties of the Trust and to provide adequate reserves for such amortization, obsolescence and depreciation;

12. To effect and keep in force life, fire, rent, title liability or casualty insurance, or other insurance of any nature, in any form, and in any amount;

13. To enter into transactions with any other trusts in which the Undersigned or the beneficiaries of this Trust Agreement, or any of them, have beneficial interest, even though any trustee of such other trust is also a Trustee under this Trust Agreement;

14. To exercise all the foregoing powers alone or in conjunction with others, even though any of the Trustees are personally interested in the property that is involved, notwithstanding any rules of law relating to divided loyalty or self-dealing;

15. To invest in common trust funds, to hold and invest the funds of all Trusts in solido without a physical division of the assets, as the Trustees in their discretion may determine;

D. Any fiduciary may decline to act or may resign as Trustee at any time by delivering written notice of such resignation to the beneficiaries under a Trust then subsisting. In the event a current serving Trustee shall die, resign, or cease to act, it shall not be necessary for a successor to be appointed, but the next listed Successor Trustee shall immediately commence serving as Trustee.

E. From the income of the Trusts hereby created or, if that be insufficient, from the principal thereof, the Trustee shall pay and discharge all expenses incurred in the administration of the Trusts.

ARTICLE VII ADDITIONS TO TRUST

It is understood that any person, including the Undersigned Trustor, may grant and the Trustee may receive as part of this Trust, additional property, real, personal, or mixed, by assignment, transfer, deed or other conveyance, or by any other means, testamentary or inter vivos, for the purpose of the Trust herein provided, and any property so received by the Trustee shall be consolidated with and become a part of the Trust into which it is transferred and shall become subject to the terms of this Agreement or, if not specifically designated, shall be divided equally among the Trusts.

ARTICLE VIII LIABILITY RELEASE

The issuer of any stock or bond or other instrument shall not be responsible for the legality of the Trust created hereby and any present or other consideration made or given by the issuer to the Trustee (or to a beneficiary hereunder, subsequent to the death of the Undersigned) shall, to the extent of such payment or other consideration, fully release and discharge the issuer from liability with respect to said stock or any cash or stock dividend or other proceeds paid by said issuer in accordance with the terms of this trust instrument.

It is understood that neither the issuer nor the transfer agent assumes any responsibility for the validity or legal effect of this Trust Agreement or the performance hereof by the Trustee or by any Successor Trustee hereunder, and no person making payments or delivering any property to the Trustee or to any trustee shall be required to see to the application thereof.

ARTICLE IX INEFFECTUAL PROVISIONS

If any provision of the Trust Agreement is unenforceable, the remaining provisions, nevertheless, shall be carried into effect.

ARTICLE X
RESTRICTIONS ON POWERS

A. No person, including the Trustee, the Grantor or a contributor to the Trust, either alone or in conjunction with any other person, including the Trustee, shall have power to do the following:

1. To purchase, exchange or otherwise deal with or dispose of the corpus or the income of the Trust for less than adequate consideration in money or money's worth;

2. To borrow the corpus or income of this trust, either directly or indirectly, without adequate interest or without adequate security;

3. To borrow the corpus or income of this Trust unless such loan is made by a Trustee other than the Grantor and other than a related or subordinate Trustee (as the terms are defined in the Internal Revenue Code 1954, Sec. 672), subservient to the Grantor.

4. To use Trust income or principal to pay premiums on insurance on the life of any contributor to the trust or the spouse of any contributor.

B. No person may exercise any power of administration over this Trust except in a fiduciary capacity.

ARTICLE XI
GENDER

In any provision of this Trust Agreement, the masculine includes the feminine and vice versa and the neuter includes the masculine or feminine and vice versa. Where applicable, the singular includes the plural and vice versa.

ARTICLE XII
TRUST COPIES

This instrument is being prepared in duplicate. The original copy is in the possession of the Undersigned Trustor and the duplicate copy is in the possession of the first-named Trustee.

ARTICLE XIII
TRUST IRREVOCABLE

This Agreement shall be irrevocable and the Grantor shall have no right to alter or amend same in any respect or particular.

ARTICLE XIV

STATE LAW APPLICABLE

This Agreement shall be construed, regulated and administered according to the laws of the State of Texas .

ARTICLE XV
WITHDRAWAL PROVISION

The beneficiary (or, if he is for any reason under a legal disability, his guardian) shall have the power to withdraw from the trust any part or all of the property transferred to the trust during a calendar year, in an amount not exceeding the lesser of: (a) the amount of the gift tax annual exclusion then available under Section 2503(b) of the Internal Revenue Code of 1954, as amended, or (b) the maximum amount over which the lapse of a power to withdraw is not considered a release of such power under Sections 2041 and 2514 of the Internal Revenue Code of 1954, as amended. The beneficiary (or his guardian) shall have the power of withdrawal in the year in which this trust is created and in any subsequent year in which additional property is transferred by gift to the trust by any donor. The Trustees shall notify the beneficiary (or his guardian), in writing, of their receipt of any property over which his power of withdrawal can be exercised. Within 30 days after his receipt of such notice, the beneficiary (or his guardian) may exercise his power of withdrawal by informing the Trustees, in writing, of the amount he is withdrawing. If the beneficiary does not exercise his power of withdrawal within such 30-day period, his power shall lapse with respect to the property covered by the notification. The Trustees are directed to hold a sufficient amount of the trust's property in cash or in a form readily convertible to cash so that they may satisfy any exercise by the beneficiary of his power of withdrawal.

ARTICLE XVI
RECORDS AND ACCOUNTING

The Trustee shall keep and maintain adequate books and records reflecting all income and principal transactions, which books and records shall be open at all reasonable times to the inspection of the beneficiaries of this Trust and their duly authorized representatives. The Trustee shall furnish annual statements of all transactions to the beneficiaries.

ARTICLE XVII
COMPENSATION OF TRUSTEE

Each Trustee, original and successor, shall be entitled to reasonable compensation for its services hereunder in accordance with that which is customary for a sole corporate Trustee in the aforementioned state. In no case shall a Trustee be entitled to compensation in excess of what is reasonable in light of the responsibilities assumed and the services performed.

IN WITNESS WHEREOF, the Undersigned has executed this Agreement
on the 4th of June 2005

Grantor Peter Smith

Trustee (1) Peter Miller

trustee (2) Harry Miller

Witness (1) Harry Stuart

Witness (2) John Stuart

Witness (1) Carl Black

Grantor: Peter Smith
Address : 2123 Pine Avenue
Dallas, county of Las Collinas , state of Texas , 32231
Phone : 212-324-5434

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 Petitioner , 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: _____

SCHEDULE "A"

The below-listed property is transferred and delivered to the Trustee subject to the terms and conditions of the Irrevocable Trust Agreement dated the 4th of June 2005 and signed by the Undersigned:

Grantor

STATE OF Texas
COUNTY OF Las Collinas

The foregoing instrument was acknowledged before me, this
_____ day of _____, 20____.

Notary Public
State of 212-324-5434
My Commission Expires:

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