

SHORT TERM TRUST AGREEMENT

This Short Term Trust Agreement is made and entered into this 2nd day of June 2006 , by and between Harry Smith , (hereinafter referred to as "Grantor"), and Peter Smith, (hereinafter referred to as "Trustee").

1. Trust Property. The Grantor assigns and delivers to the Trustee, in trust, the property listed in the schedule attached hereto as Exhibit "A", (hereinafter referred to as "Trust Property"), the receipt of which is acknowledged by the Trustee, to be held in trust for the uses and purposes expressed and subject to the conditions of the trust provided.

2. Dispositive provisions. The Trustee shall hold, manage, invest, and reinvest the trust property, and shall apply and distribute the income and principal of the trust property in the following manner:

a. The Trustee shall pay the net incme from the trust property to Charles Peterson (hereinafter referred to as "Income Beneficiary"), annually during the term of this trust. Any undistributed income at the termination of this trust shall be paid to Henry Peterson (hereinafter referred to as "Beneficiary"), or to the estate if the beneficiary is not then living.

b. This trust shall terminate on 4th day of July 2010 , (which date shall be in excess of ten years from the date of delivery to Trustee of the trust property, or on any later date as may be fixed in a written instrument signed by the Grantor and delivered to the Trustee), or upon the death of the beneficiary if the beneficiary dies before then, and upon termination, the principal of this trust shall be paid over to the Grantor if the beneficiary is then living.

c. If the Grantor is not living at the time this trust terminates, the principal of the trust shall be paid over to the estate of the Grantor.

3. Trustee's powers. In the administration of the trust, the Trustee shall have the following powers, all of which shall be exercised only in a fiduciary capacity, primarily in the interest of the beneficiary:

a. The Trustee shall have the power to apply for, cause to be assigned to the Trustee, hold, and exercise, any incident of ownership in any policy of insurance of the life of any person other than the Grantor, and pay the premiums.

b. The Trustee shall have the power to lend money to or purchase assets from the estate of the Grantor, and shall not be accountable for any loss resulting from any transaction.

c. The Trustee shall have the power to determine what is principal or income of the trust fund and to apportion and allocate, in his discretion, receipts and expenses as between these accounts, including, but without limiting the general application of the foregoing, the power to charge in whole or in part against principal, or to amortize out of or charge to

income, from time to time as determined by the Trustee, premiums paid on the purchase of bonds or other obligations for the payment of money, share dividends, or other extraordinary or noncash dividends, reserves or depreciation, and other reserves or charges, and to treat as principal or as income, or partly as one and partly the other, as to him shall seem best, all realized appreciation in the value of corporate shares and bonds, securities, or other property forming a part of the trust fund, resulting from the sale or other disposition, and to deduct losses from principal or income, and the decision of the Trustee with respect to all of the foregoing shall be conclusive upon all parties.

d. The Trustee is authorized to engage in any business deemed advisable by him in his sole discretion as a general or special partner; to incorporate any business and hold the shares as an investment; and to employ agents to manage and operate any business without liability for the acts of any agent, or for any loss, liability, or indebtedness of the business, if the management is selected or retained with reasonable care.

e. The Trustee may invest and reinvest the trust assets in bonds, corporate shares, notes, mortgages, real estate and improvements, or in other property, real or personal, as to him shall appear to be in the best interest of the trust. The Trustee shall have as wide a latitude in the selection and making of any investments or reinvestments of the corpus and income of the trust property, or in borrowing or lending money for the benefit and use of the trust fund, as if he, as an individual, were the absolute owner, irrespective of any statute, judicial decision or rule of law limiting the investment of trust funds.

f. The Trustee may publicly or privately, and without order of any court, mortgage, create a security interest in, pledge, or sell for its fair market value any or all of the trust property and any reinvestments from time to time, and may lease the property for periods beginning or ending after the termination of the trust. No purchaser, secured party, or mortgagee shall be obligated or entitled to direct, control or question the application of any purchase, loan, or mortgage money.

g. The Trustee shall have the power to make any division or distribution of income or corpus in kind or partly in kind and partly in money, and to determine the value of any property so divided or distributed.

h. The Trustee is authorized to cause any securities or other property, real or personal, belonging to the trust to be held or registered in his name, or in the name of his nominee, or in any form as he deems best, without disclosing the trust relationship.

i. The Trustee is authorized to sell to the income beneficiary any of the trust property upon payment by the income beneficiary of the Trustee of the then fair market value of the property. The Trustee may make loans to the income beneficiary, with or without security, upon satisfactory terms without

liability for any losses that may result from the transaction.

j. Each power and right granted to the Trustee may be exercised without any order of any court and without any notice to or consent of anyone.

4. Exercise of powers. The Trustee may freely act under any of the powers of this Agreement given to him in all matters concerning the trust, after forming his judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiary, without the necessity of obtaining the consent or permission of any interested person, or the consent or approval of any court, and notwithstanding that he may also be acting individually, or as a trustee of other trusts, or as an agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as a shareholder, director, or otherwise; provided, however, that he shall exercise the powers at all times in a fiduciary capacity primarily in the interest of the beneficiary.

5. Limitation on powers. Notwithstanding anything contained to the contrary, no power enumerated or accorded to trustees generally pursuant to law shall be construed to enable any person to purchase, exchange, or otherwise deal with or dispose of the corpus or income of the trust for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the corpus or income of the trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any corporate shares or other securities of the trust, to control the investment of the trust either by directing investments or reinvestments or by voting proposed investments or reinvestments, or to reacquire or exchange any property of the trust by substituting other property of an equivalent value.

6. Successor trustee. In the event of the death, resignation, or incapacity of any Trustee, the following persons, in the order named, shall be the successor Trustee:

Henry Miller
Charles Miller

Every successor Trustee shall have the same duties and powers, as are conferred and assumed by this agreement upon , as Trustee.

7. Bond. No Trustee shall be required to give any bond or other security for the faithful performance of his duties and powers.

8. Situs. This Agreement shall be governed by the laws of the State of Texas .

IN WITNESS WHEREOF the Grantor and the Trustee have executed this trust Agreement.

Signed, sealed and delivered in the presence of:

.....
(GRANTOR) Harry Smith

.....
(TRUSTEE) Peter Smith

.....
(WITNESS 1) Andrew Black, 323 4th Street , Waco, Texas

.....
(WITNESS 2) Charles White, 7876 12th Avenue, Dallas, Texas

STATE OF Texas
COUNTY OF Glenn

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Harry Smith , to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes set out therein.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of July 2006 .

.....
Notary Public State of Texas

My Commission Expires:

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EXHIBIT "A"
Schedule of Trust Property

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