

P Book 85 Pg 77'

CERTIFICATE OF TRUST AGREEMENT

a. Name of Trust: Cleo B. Lambert Living Trust
Address of Office: 1008 Meriden Lane
Austin, Texas 78703

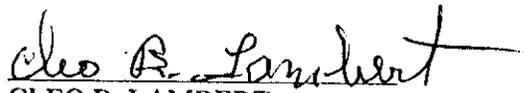
b. Trustee: Cleo B. Lambert
Address of Trustee: 1008 Meriden Lane
Austin, Texas 78703

c. Grantor: Cleo Bernice Lambert
Address of Grantor: 1008 Meriden Lane
Austin, Texas 78703

d. Legal Description
of Property: All real property owned by Cleo Bernice Lambert

e. Date of Termination: Death of the grantor, Cleo Bernice Lambert

f. General Powers of Trustee: Please see Exhibit "A" attached hereto

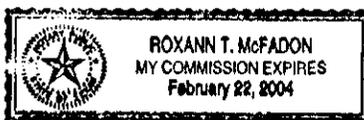

CLEO B. LAMBERT,
Grantor and Trustee of the
Cleo B. Lambert Living Trust

SWORN TO AND SUBSCRIBED BEFORE ME, this the 12th day of April, 2000.


NOTARY PUBLIC

My Commission Expires:

2-22-04



STATE MS. - DESOTO CO.
FILED

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W.E. DAVIS, JR. CLK.

THE CLEO B. LAMBERT LIVING TRUST

PART I. CREATION OF MY TRUST.

A. Trustmaker. I am CLEO BERNICE LAMBERT, born on October 25, 1933, SSN 427-72-7575. I am not married at the time I execute this living trust agreement. I reside at 1008 Meriden Lane, Austin, Travis County, Texas 78703. I am the grantor and trustor of this trust. By this trust agreement, dated March 6, 1996, I create the CLEO B. LAMBERT LIVING TRUST, a revocable living trust.

B. Initial Trust Property. I initially contribute to the trust the sum of ten-and-no/100ths dollars (\$10.00) and any additional property listed below on Schedule A.

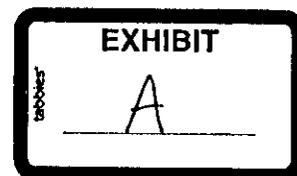
C. Initial Trustee. The initial trustee of the trust shall be myself, CLEO B. LAMBERT. The term "trustee" refers to the initial trustee and all successors in trust.

D. Name of My Trust.

1. For Formal Purposes. For purposes of beneficiary designations, transfers of all types to the trust, and formal correspondence, my trust shall be formally referred to as:

The CLEO B. LAMBERT LIVING TRUST, under written agreement dated March 6, 1996, and any amendments thereto, with CLEO B. LAMBERT, trustee, or her successors in trust

2. For Convenience. For convenience, my trust may be referred to as the CLEO B. LAMBERT LIVING TRUST, dated March 6, 1996, CLEO B. LAMBERT, trustee.



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PART XV. EFFECTIVE DATE, EXECUTION, AND ACKNOWLEDGMENTS.

The effective date of this trust shall be the date entered below on which the trustee accepts the responsibilities of serving under this trust agreement and her duties of the office of trustee.

IN WITNESS WHEREOF, I, CLEO B. LAMBERT, execute this trust agreement as grantor and trustor on this the 6th day of March, 1996 in Austin, Texas.

Cleo B. Lambert
CLEO B. LAMBERT
Trustor
SSN 427-72-7575

ACCEPTED BY THE TRUSTEE

I, CLEO B. LAMBERT, hereby execute this trust agreement as trustee and hereby accept the responsibilities of serving under this trust agreement and my duties of the office of trustee.

Dated: March 6, 1996.

Cleo B. Lambert
CLEO B. LAMBERT
Trustee

PART XIII. POWERS OF THE TRUSTEE.

A. Powers and Discretions of Trustee. In addition to all other powers and discretions granted to or vested in trustees by the Texas Trust Code or other law regarding trustees or by this trust agreement, the trustee shall have the following powers and discretions.

B. General Powers. The trustee shall have the power and authority to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the trust estate as if he were the absolute owner of it, including the following without limiting the generality of the terms:

1. Power to Buy, Sell and Operate. To buy, hold, manage, operate, control, repair, preserve, improve, partition, divide, subdivide, sell at public or private sale and for cash or on credit, convey, exchange, convert, grant options on, or otherwise deal with such trust property, specifically including my current or any future residence, any rental properties, and any motor vehicle.

2. Power to Lease. To lease for terms either within or beyond the duration of this trust, including oil, gas, and other mineral leases, on such terms as the trustee may deem proper; and to enter into pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties.

3. Power to Manage Securities.

a. Common Stock. To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights, participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements and voting trusts, assent to corporate sales and other acts.

b. All Other Kinds of Securities. To buy, sell, exchange, and convey all types of securities, specifically including stocks, bonds, mutual funds, annuities, real estate investment trusts, unit trusts, certificates of deposit, limited partnerships, life insurance policies, annuities, and U.S. Treasury or government securities of all kinds.

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c. Retirement Accounts. To buy, sell, redeem, exchange, or convey all retirement accounts.

4. Power to Insure. To procure and carry at the expense of the trust estate insurance of such kind and in such form and amount as the trustee deems advisable to protect himself, the trust estate, or any beneficiary against any loss, hazard, or diminution of value.

5. Power to Retain Trust Property. Without liability, the trustee shall have the authority to retain any property in the form in which it is received without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. The trustee shall not have liability nor responsibility for loss of income from or depreciation in the value of property that was retained in the form in which it was received. The trustee is also expressly authorized to hold and retain any securities, properties, or other investments for such length of time as he deems advisable.

6. Undivided Interests. The trustee shall have the authority to acquire, hold, develop, or dispose of undivided interests in property.

7. Financial Transactions. The trustee shall have the authority to lend, borrow, lease, develop, sell, and purchase all types of property, retirement accounts, and securities, including undivided fractional interests in the property, upon such terms and conditions as are reasonably prudent under the facts and circumstances then existing.

8. Tax Disputes. The trustee may represent me and my estate in any proceeding before the IRS or any city, county, state, or other taxing authority and initiate and settle such disputes on the terms he deems best.

9. Safe Deposit Boxes. The trustee may have access to any of my safe deposit boxes and remove the contents of such safe deposit boxes. Any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, assigns, or beneficiaries as a result of the trustee's exercise of this power.

10. Power to Employ and Compensate Agents. The trustee may retain and compensate agents, accountants, attorneys,

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and other employees or professional persons and to delegate to them all manner of powers and discretions.

11. Power to Record. At any time and if reasonable and required by circumstances, the trustee may record this living trust agreement or any part of it with the County Clerk for the county of my present and any future residence and in the official records of any other relevant jurisdiction.

C. Investment Standards. In investing, reinvesting, purchasing, acquiring, exchanging, and selling property for the benefit of this trust, the trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of the capital. Within the limitations of the foregoing standard, the trustee is authorized to acquire every kind of property, real, personal, or mixed, and every kind of investment that persons of prudence, discretion, and intelligence acquire for their own account.

D. Power to Determine Principal and Income. Unless otherwise specifically provided in this trust agreement, the trustee in his discretion may determine what is principal or income and what shall be charged or credited to either. The trustee's judgment shall bind everyone beneficially interested in the trust estate. The trustee may rely on the statement of the paying corporation as to whether dividends are paid from profits or earnings or as a return of capital or distribution of assets and as to any other relevant fact concerning the source or character of dividends or distributions of corporate assets.

E. Medical Program Powers. The trustee may take any actions and sign any documents with respect to: (1) any claims or related matters under Medicare or other government-sponsored program, and (2) any claims under any medical or hospital insurance policies or with respect to any matters relating to medical or hospital insurance policies, including applying for or maintaining such insurance coverage.

F. Gifting Powers.

1. Gifts to Loved Ones. The trustee may continue a gifting program for the benefit of any of my descendants by

transferring to them, either directly or indirectly, such cash, stocks, bonds, securities, or other property or an interest in such property as he thinks proper and in such amounts consistent with my prior gifts, my current estate, and my donees' respective needs.

2. Gifts to Charity. The trustee may make charitable gifts to any organization that he believes to be in my best interest. Any such charitable organization should be a qualified 501(c)(3) charitable organization or a qualified private foundation. These gifts can be gifts of cash, appreciated property, insurance policies, or gifts involving a remainder interest in property. These gifts may be made outright or in trust.

G. Power to Compromise Claims. At his option the trustee at any time in connection with his management of the trust estate or the collection of any moneys due or payable to him as trustee may compromise or abandon any claims existing in favor of or against the trust estate.

H. Power to Merge Similar Trusts.

1. Consolidation. At any time, the trustee may merge and consolidate any trust created in this agreement with any other trust created by me or by any other person, if the other trust contains substantially the same terms for the same beneficiaries and has at least one trustee in common with the trust created in this agreement.

2. Administration. The trustee may administer such merged and consolidated trusts as a single trust or unit. If, however, in the sole and absolute discretion of the trustee such a merger or consolidation does not appear feasible, then the trustee may consolidate the assets of such trust solely for purposes of investment and trust administration while retaining other separate records and accounts for the respective trusts.

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THE CLEO B. LAMBERT LIVING TRUST

SCHEDULE A

I, CLEO B. LAMBERT, grantor and trustor, hereby sell, transfer, convey, quitclaim, and assign, for ten-and-no/100ths dollars (\$10.00) and other good and valuable consideration, all rights, title, and interest in the property set forth below to myself as trustee of the CLEO B. LAMBERT LIVING TRUST, dated the 6th day of March, 1996, which trust is the grantee herein. This schedule is provided merely for the convenience of the trustee and the beneficiaries. Any failure to list trust assets on this Schedule A shall in no way alter the trust's ownership of those assets.

1. The sum of ten-and-no/100ths dollars (\$10.00).
2. All of my personal possessions, together with such property as may be subsequently added to the trust by me or by third persons.

Cleo B. Lambert

CLEO B. LAMBERT
Trustor
SSN 427-72-7575

ACCEPTED BY THE TRUSTEE

I, CLEO B. LAMBERT, as trustee, hereby accept the above property as part of the initial property for the trust.

Dated: March 6, 1996.

Cleo B. Lambert

CLEO B. LAMBERT
Trustee

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THE CLEO B. LAMBERT LIVING TRUST

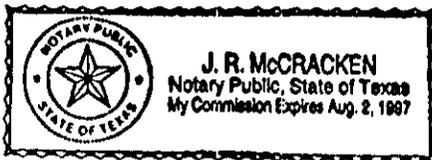
SCHEDULE A

ACKNOWLEDGMENT PAGE

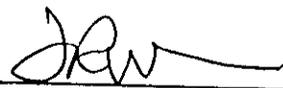
ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

The above Schedule A, conveying property to the CLEO B. LAMBERT LIVING TRUST, was acknowledged before me by CLEO B. LAMBERT, as grantor and trustee, on this the 6th day of March, 1996, in Austin, Texas.



My commission expires:
August 2, 1997



Notary Public in and for
the State of Texas

J. R. McCracken

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AFFIDAVIT OF TRUST

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned notary public, on this day appeared CLEO B. LAMBERT, who is personally known to me, and who after first being duly sworn according to law upon her oath deposed and said:

"My name is CLEO B. LAMBERT. I am over eighteen years of age and am fully competent to make this affidavit. I have personal knowledge of the facts stated in this affidavit and state that they are all true and correct.

"The following trust has been properly executed by me and has not been revoked:

The CLEO B. LAMBERT LIVING TRUST, under written agreement dated March 6, 1996, and any amendments thereto, with CLEO B. LAMBERT, trustee, or her successors in trust

"The attached copies of pages from this trust are true and correct."

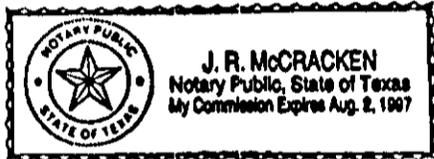
Cleo B. Lambert
CLEO B. LAMBERT
Trustor
SSN 427-72-7575

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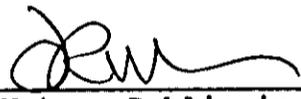
ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

The above Affidavit of Trust was sworn to and subscribed before me in Austin, Texas on this the 6th day of March, 1996 by CLEO B. LAMBERT, individually and as trustor and trustee of the CLEO B. LAMBERT LIVING TRUST.



My commission expires:
August 2, 1997



Notary Public in and for
the State of Texas

J. R. McCRACKEN