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THE
ARNIE B. AND THEO M. GREEN
REVOCABLE TRUST

STATE MS - DESOTO CO.

MAY 15 10 16 AM '02

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W.E. DAVIS CH. CLK.

TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE



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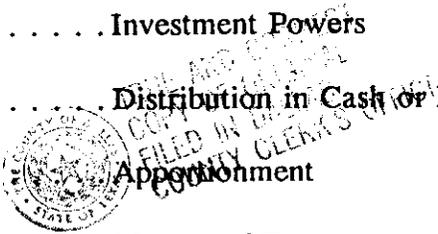
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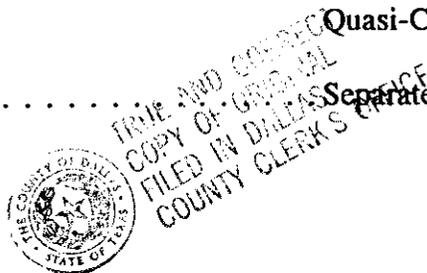
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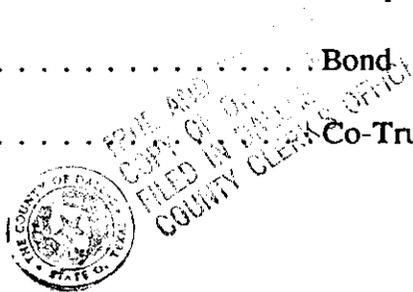
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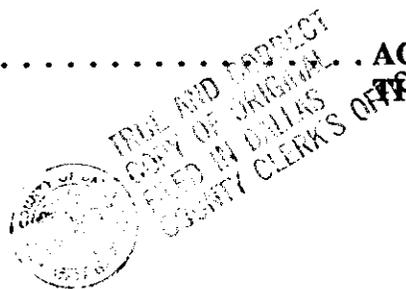
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THE ARNIE B. AND THEO M. GREEN
REVOCABLE TRUST

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ARTICLE ONE

CREATION OF THE TRUST

THIS TRUST AGREEMENT, made this 30th day of December, 1994, is entered into by and between Arnie B. Green and Theo M. Green (hereinafter referred to as "the Trustmakers"), of Dallas County, Texas and Arnie B. Green and Theo M. Green (hereinafter collectively referred to as "the Trustee"), of Dallas County, Texas.

All references to the term "Trustmaker" shall have the same legal meaning as "Grantor", "Settlor", "Trustor" or any other term referring to the maker of a trust. All references to "Trustees" shall refer to the initial Trustees, or their successor or successors in trust unless otherwise set forth.

All references to his/her or himself/herself are provided to apply to the subject where appropriate, otherwise all pronouns contained herein shall not refer to any one particular gender.

WHEREAS, the Trustmakers, desiring to create this Trust for the benefit of the beneficiaries hereinafter set forth, do hereby or intend to assign, transfer, convey, and deliver to the Trustee the property (which shall comprise and hereinafter be referred to as the "Trust Estate") described in the Schedule A attached hereto and made a part hereof, including any such property contributed by any other person, and which Schedule A may also describe any insurance policies or similar contracts on the life of the Trustmakers or any other person which

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are or will be made payable to the Trustee, and any other contracts (including, but not limited to, any qualified or non-qualified plans of any kind) which are or will be made payable to the Trustee, under the terms hereof; and

WHEREAS, any additional property may be assigned, transferred, conveyed, and delivered to the Trustee by the Trustmakers, or by any other person, and any insurance policies or similar contracts on the life of the Trustmakers or any other person which are made payable to the Trustee, and any other contracts (including, but not limited to, any qualified or non-qualified plans of any kind) which are made payable to the Trustee, by Will or otherwise, from time to time, shall constitute additions to the Trust Estate, and all such further additions shall be dealt with by the Trustee pursuant to the terms hereof, provided that all such additions shall be acceptable to the Trustee. Such further additions may be described in the aforementioned Schedule A attached hereto.

NOW, THEREFORE, IT IS AGREED that such properties in trust shall be administered upon the following terms:

Section 1. Statement of Citizenship

The Trustmakers declare that they are each citizens of the United States of America, and that the Social Security Numbers of Arnie B. Green and Theo M. Green are, respectively, 435-03-5459 and 433-18-7525.

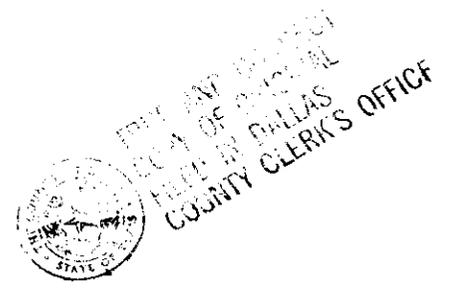
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Section 2. Name of Trust

This Trust shall, for convenience, be known as the Arnie B. and Theo M. Green Revocable Trust dated December 30, 1994, and it shall be sufficient that it be referred to as such in any deed, assignment, devise, or beneficiary designation. Assets may be registered to this Trust as Arnie B. Green and Theo M. Green, Trustees of the Arnie B. and Theo M. Green Revocable Trust dated December 30, 1994, but other forms of registration are permissible.

Section 3. Certificate of Trust

In order to facilitate the convenient administration of this Trust, including the registration and transfer of assets to and from this Trust, the Trustee shall have the power to execute a Certificate of Trust describing any Trust matter, including, but not limited to, a description of the terms of this Trust, the administrative powers of the Trustee, and the identity of any current Trustee. Any person who receives an original or a photocopy of the said Certificate of Trust shall be held harmless in relying on the same, and any such person shall not be obligated to inquire into the terms of this Trust or to maintain a copy of this Trust.



ARTICLE TWO

OUR FAMILY

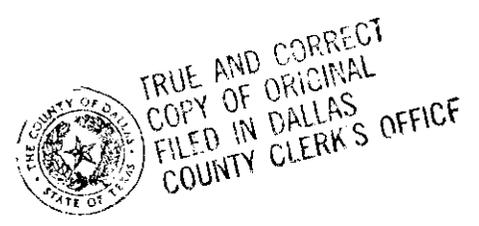
At the time of the execution of this Trust, Arnie B. Green and Theo M. Green are spouses of each other (and, as the case may be, either of Arnie B. Green or Theo M. Green may be hereinafter referred to as a "Trustmaker's spouse", "the surviving Trustmaker", or other applicable reference), and their children, (hereinafter collectively and individually, as the case may be, referred to as "the Trustmakers' children" or "the Trustmakers' child", or other applicable reference) are:

Nora Cheyerl Patten

Vickie Renee Hoskins

Danielle Danice Walker

For purposes of this instrument and for all other purposes, the terms "child" and "children" shall include persons who have been legally adopted; the terms "grandchildren" and "descendants" shall exclude persons who have been legally adopted, step-grandchildren and their issue; the term "issue" shall include the Settlor's lineal descendants of whatever degree. Furthermore, for purposes of this instrument and for all other purposes, a person in gestation, later born alive shall, be considered a person in being.



ARTICLE THREE

INITIAL TRUSTMAKER POWERS

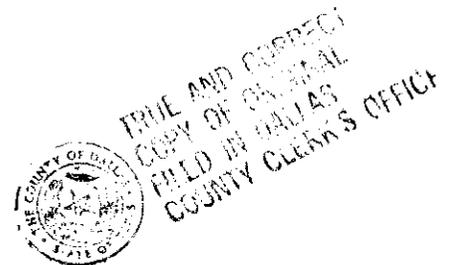
Section 1. Introduction

Trustmaker shall retain the absolute right as Trustee. Except as otherwise provided in this Trust Agreement, the Trustee shall have and retain all powers set forth in this Article and any other powers granted by law with respect to the various trusts created by this Trust Agreement. The powers created in this Article apply to community property, marital property, and separate property, if any, where appropriate.

Section 2. Description of Powers

Both Trustmakers may, during their joint lives, by signed instruments delivered to the Trustee, do or perform any of the following, to-wit:

Withdraw the community estate or any particular separate property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee and other Trustmaker. Both Trustmakers are authorized and empowered with respect to any property, real or personal, to: assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Trustmaker, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Trustmaker, invest, lease, manage, mortgage, hypothecate, encumber, grant and exercise options with respect to, take



possession of, pledge, receive, release, repair, sell, sue for, make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset, all for and on behalf of the Trust or for the Trustmakers' own debts or obligations.

Section 3. Surviving Trustmaker as Trustee

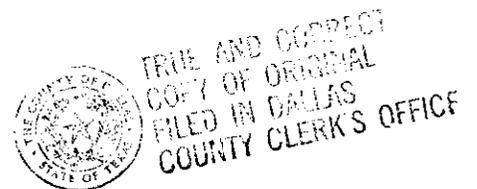
Except as provided elsewhere in this Trust Agreement, the surviving Trustmaker shall be the Trustee, unless and until, the Trustee resigns in writing, or is determined incompetent as per the terms herein provided. The surviving Trustmaker continues to retain all absolute rights to discharge or replace any Successor Trustee of any portion or share of the Trust which is revocable by the surviving Trustmaker, as long as the Trustmaker is competent.

Section 4. Power to Control and Direct Payments

While both Trustmakers are living, the Trustee shall distribute or retain the principal and net income of the community estate, if any, as the Trustmaker shall direct from time to time. The Trustee shall distribute or retain the principal and net income of a Trustmaker's separate estate as that Trustmaker shall direct. The Trustee shall distribute such sums at least monthly, or as the Trustmaker shall from time to time direct.

Section 5. Power to Add or Remove Trust Property

While both Trustmakers are living, the Trustmaker shall retain the absolute right, either individually or jointly, to add to the Trust property at any time. Likewise, the Trustmaker shall



retain the absolute right, either individually or jointly, to remove his or her own separate or marital property, in whole or in part, from the Trust at any time.

Section 6. Power to Amend or Revoke

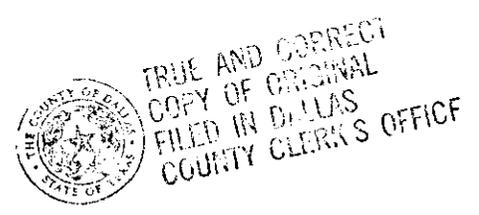
While both Trustmakers are living, the Trustmaker shall retain the absolute right to amend this Trust in whole or in part and, therefore, while the Trustmakers are alive, for income tax purposes, the Trust shall be treated as a revocable "Grantor Trust" pursuant to Internal Revenue Code Section 676. All items of income and expense related to the assets of this Trust shall be reported by the Trustmakers as if owned by them on the Trustmakers' IRS Form 1040 tax return.

After the death of one of the Trustmakers, this Trust Agreement shall not be subject to amendment or revocation.

**ARTICLE FOUR
TRUSTEE POWERS**

Section 1. Investment Powers

The Trustee of each Trust or Share established hereunder shall have continuing and discretionary powers (unless otherwise provided in this instrument) to deal with any property, real or personal or mixed, held in any such Trusts or Shares. Such powers may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of



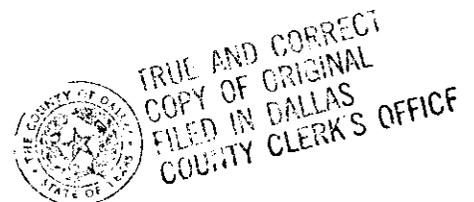
the actions of the Trustee. Also, the Trustee shall not be limited as to the type and character of any investments in which the Trustee may invest the funds of this Trust. Furthermore, the Trustee shall have the following general powers in addition to, and not by way of limitation of, the powers provided by law:

1. To retain any such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the said retention may have upon the diversification of the assets in the Trust Estate;

2. To render liquid the Trust Estate, or any Trust or Share created hereunder, in whole or in part, at any time, and to hold cash or any readily marketable securities of little or no yield (unless otherwise provided in this instrument), for any such period as the Trustee may deem advisable;

3. To make a division or distribution of the Trust Estate, or of the principal of any Trust or Share created hereunder, in cash or in kind, or partly in cash and partly in kind, in any proportion the Trustee deems advisable, and to cause any specific Trust or Share, or distribution, to be composed of cash, other property, or undivided fractional shares in any such property (unless otherwise provided in this instrument), different in kind from any other Trust, Share, or distribution, and to have the specific authority to distribute or otherwise deal with any such property in the Trust Estate on a non-pro-rata basis;

4. To allocate to principal or to income, in whole or in part, all of the receipts and the disbursements of the Trust Estate, in the Trustee's reasonable discretion (unless otherwise provided in this instrument);

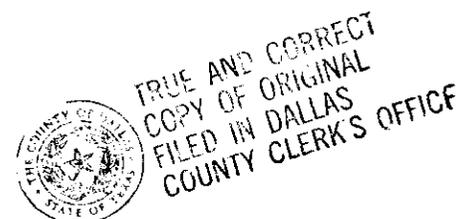


5. To open and maintain any bank or other account and any safe deposit box with any bank or safe deposit company (including any Trustee hereunder), with the specific right to nominate any agent pertaining to any such bank or other account or safe deposit box;

6. To sell, transfer, exchange, convert, otherwise dispose of, or grant options with respect to, any security or property, real or personal or mixed, held as part of the Trust Estate, at public or private sale, with or without security, and in such manner, at such time, for such purposes, for such prices, and upon such terms, credits, and conditions as the Trustee may deem advisable;

7. To invest and reinvest in common trust funds (including any such funds which may or may not be or have been established and operated by and under the control of the Trustee), common stocks, preferred stocks, bonds, options, securities, mutual funds, money market funds, or other liquid asset funds maintained by brokerage houses and other financial institutions, partnerships, and other property, real or personal or mixed, foreign or domestic, whether or not such investments may be of the character permissible by fiduciaries under any applicable law, and without regard to the effect any such investment or reinvestment may have upon the diversification of the assets in the Trust Estate. This includes, but is not limited to, short sales, buying on margin, maintaining margin accounts, and pledging any securities as security for loans and advances made to the Trustee;

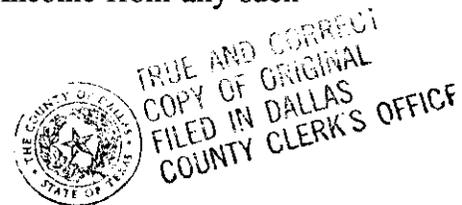
8. To vote in person at any meetings (and during any adjournment of any such meetings) of stock or security holders, and to vote by general or limited proxy with respect to any such shares of stock or other securities held by the Trustee;



9. To join in, become a part of, or oppose any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation, or exchange, and to deposit any securities with any committee, depository, or Trustee, and to pay any and all fees, expenses, and assessments incurred in connection therewith, and to exercise conversion, subscription, or other rights, and to make any necessary payments in connection therewith, and to sell any such privileges;

10. To hold any securities in the name of a nominee without indicating the Trust character of any such holdings, whether or not such holdings are unregistered or are in such a form as will pass by delivery;

11. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease, or otherwise deal with any and all real property, and to satisfy, discharge, or extend the term of any mortgage thereon, and to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith, and to make improvements, structural or otherwise, and to abandon the same if any such real property be deemed to be worthless or not of a sufficient value to warrant keeping or protecting, in the Trustee's reasonable discretion, and to abstain from the payment of any taxes, water charges, rents, assessments, repairs, or maintenance and upkeep of the same, and to permit any such real property to be lost by a tax sale, or any other proceeding, and to convey the same for a nominal consideration, or without any consideration, and to set up appropriate reserves out of the income for repairs, modernization, and the upkeep of any buildings, including reserves for depreciation and obsolescence, and to add any such reserves to the principal, and, if the income from any such



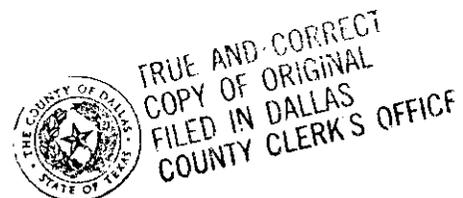
applicable property itself should not suffice for any such purposes, to advance any income of this Trust for any sums needed therefor, but the terms and provisions of this Paragraph are subordinate and shall not apply to any interest under this Trust, in whole or in part, which is deductible from a Trustmaker's respective gross estate under Sections 2055 or 2056 of the Code;

12. To lease any asset of the Trust Estate (whether or not any such asset be real, personal, or mixed property in nature) beyond the period fixed by statute for leases made by a Trustee, and beyond the duration of the Trust Estate or any Trust or Share created hereunder;

13. To deal in any way with any insurance or other contract (including any life insurance policy on the life of either or both Trustmakers or the life of another beneficiary of this Trust), with such a power to include, but not be limited to, any rights consistent with all of the incidents of ownership, payments, dividends, surrender values, and benefits of any kind which may accrue on account of any such contract, and the right at any time to assign, pledge, use, or borrow money thereon, or to change the beneficiary thereof, provided, however, that any such contract is, in fact, owned by this Trust at any such applicable time or times;

14. To borrow money for any purpose, from any source, including the Trustee, or any other fiduciary at any time acting hereunder, and to secure the repayment of any and all of the amounts so borrowed by a mortgage or pledge of any property, or to hypothecate any Trust asset as security;

15. To pay, compromise, compound, adjust, submit to arbitration, sell, or release any claims or demands of the Trust Estate, or any Trust or Share created hereunder, against others, or of others against the Trustee, as the Trustee may deem advisable, and



including the acceptance of any deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith, which the Trustee may deem advisable;

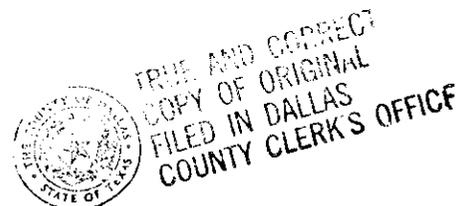
16. To employ attorneys, or other special agents, as the Trustee may deem necessary for the best interest of the Trust Estate, but the Trustee shall not be responsible for any of the acts of any such persons or entities beyond the Trustee's obligation to use reasonable care in the selection of any such attorneys or other agents;

17. To incur and pay from the Trust Estate any and all of the reasonable expenses in connection with the management, preservation, and administration of any of the Trusts or Shares hereof (including the compensation for any Trustee, and including any reasonable fees and charges of any attorneys or other agents); and

18. To execute and to deliver any and all of the written instruments which are deemed advisable by the Trustee to carry out any of the foregoing powers. No party to any such instrument signed by the Trustee shall be obligated to inquire as to the validity of any such instrument.

Section 2. Distribution in Cash or Kind

The Trustee is authorized to make a division or distribution of the Trust Estate, or of the principal of any Trust or Share created hereunder, in kind or in cash, or partly in cash and partly in kind, in any proportion the Trustee deems advisable, and to cause any specific Trust or Share, or distribution, to be composed of cash, other property, or undivided fractional shares



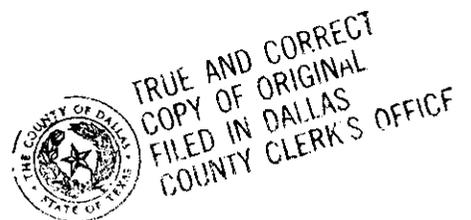
in any such property (unless otherwise provided in this instrument), different in kind from any other Trust, Share, or distribution, and to have the specific authority to distribute or otherwise deal with any such property in the Trust Estate on a non-pro-rata basis.

Section 3. Apportionment

Unless otherwise provided herein, the Trustee is empowered to determine all questions in regard to the proper apportionment of money, securities, or other property received by said Trustee between income and principal, and to determine the mode in which expenses of management and all other expenses and all losses incidental to or connected with the Trust Estate created hereunder should be borne as between capital and income, but the Trustee shall not out of income amortize premiums paid in the purchase of investments, nor make additions to income because of the purchase of any property at a discount. Every determination, whether made formally upon a question actually raised or implied from the acts and proceedings of the Trustee hereunder, shall be conclusive and binding upon all parties interested in the Trust Estate.

Section 4. Merger of Trusts

If at any time the Trustee is a Trustee of two or more Trusts or Shares with substantially the same terms and benefitting the same beneficiaries, and created hereunder or under any other instrument by either or both of the Trustmakers or by any other person, the Trustee may commingle the assets of such Trusts or Shares and may hold them as a single Trust.



Section 5. Tax Equalization

The Trustee is authorized, but not required, to equalize the tax treatment given to any beneficiary, due to this Trust being potentially complex in nature and subject to the throwback rules of the Code. Any such equalization of any such tax treatment shall be in the reasonable discretion of the Trustee.

Section 6. Tax Returns

The Trustee shall furnish to the Trustmakers' respective Personal Representatives such information with respect to this Trust, including the value of the assets in the Trust Estate, as any such Personal Representative may, from time to time, request for the purpose of preparing any and all of the applicable tax returns, and any such other information as may be required or requested by any such Personal Representative during any audit process relating to any such tax returns. The Trustee shall adjust the Trust records to reflect the tax basis of each of the Trust assets as the same may be finally determined in any federal estate tax proceedings with respect to the Trustmakers' respective estates.

Section 7. Business Interests

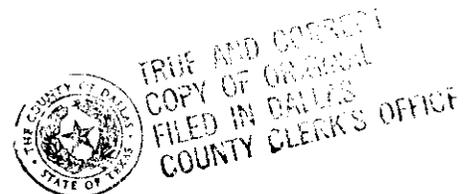
If at any time, during the Trustmakers' joint lifetime or during the surviving Trustmaker's lifetime, or after the death of either or both of the Trustmakers, the Trustee is the owner of any business, whether as a sole proprietor, as a holder of a substantial interest in any partnership, or as a holder of a substantial interest in the outstanding stock of any corporation, including the stock of a professional corporation, the Trustee shall complete the terms of any



buy-sell or other agreement in regard to the sale or other disposition of any such business, which may be in existence at such applicable time. In the event that there is no such existing agreement, the Trustee may continue any such business, as allowed by law, so long as the Trustee shall deem it in the best interest of this Trust, and the Trustee may exercise all of the powers with respect to any such business which the Trustmakers could have exercised as an owner. These powers shall include, but not be limited to, the power to sell or liquidate any such business at any such price and upon any such terms as the Trustee shall deem advisable; the power to name or change directors, officers, and employees; and the power to expand, limit, alter, incorporate, merge, or reconstitute any such business in any way, as the Trustee shall deem advisable. In the absence of any actual notice to the contrary, the Trustee may accept, as correct, any financial or other statements rendered by the managers of any such business as to the same's conditions and operations, from time to time. If any such business is retained and continued by the Trustee, the Trustee shall receive such compensation, in addition to that to which the Trustee would otherwise be entitled as a Trustee, if any, as will reasonably compensate the Trustee for the Trustee's additional services in regard to the management and operation of any such business, and the Trustee shall in no way be liable for any loss resulting from any such retention, continuance, management, or operation of any such business, the acts of any such business, or the acts of any directors, officers, or employees of any such business, except where any such loss is the result of the Trustee's own misconduct or gross negligence.

a. S Corporations

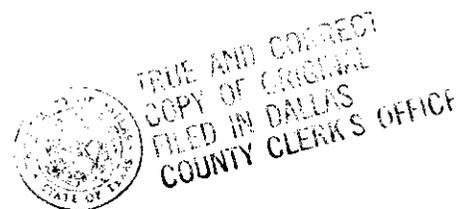
If at the time of the death of either or both of the Trustmakers, either or both of the Trustmakers, or this Trust, holds any stock in an S corporation, and the Trustee deems it



advisable for any such corporation to maintain its Subchapter S status, in the Trustee's reasonable discretion, the Trustee may take all of the necessary actions to segregate any such S corporation stock and assets of this Trust, and may form new Trusts and may amend the terms of this Trust (but only for this purpose) as would be necessary to establish any Qualified Subchapter S Trusts to hold any such S corporation stock and assets, in compliance with Sections 1361(b) and 1361(d)(3) of the Code.

Section 8. Special Trustee

If at any time during the existence of this Trust, any real property located outside of the state or territory in which any corporate Trustee then serving hereunder is authorized to do business becomes part of the Trust Estate, or if any transfer to this Trust of any such real property is contemplated, and if any such corporate Trustee is unable or unwilling, for any reason, to act or to continue to act as a Trustee for any such real property, then, in that event, any such corporate Trustee shall appoint an individual or individuals or another proper corporation, or a combination thereof, to act as a Special Trustee hereunder in the place of the said corporate Trustee, but solely with regard to any such real property. Any such appointed Special Trustee shall have full responsibility and authority over any such real property, as if the said Special Trustee were originally named hereunder, the aforementioned corporate Trustee shall retain unto itself sole authority over all of the other assets in the Trust Estate, and any such appointed Special Trustee shall have no responsibility, authority, or liability, in any way and at any time, over any other assets in the Trust Estate. Any such appointed Special Trustee shall serve in such a capacity over the aforementioned real property only for as long as the applicable



real property remains an asset in the Trust Estate, or until the said Special Trustee is removed by a written instrument, at the discretion of the aforementioned corporate Trustee, from such a capacity. During such time that any such appointed Special Trustee serves hereunder, the said Special Trustee shall remit all of the applicable income to the aforementioned corporate Trustee, at least annually, and at any such time as the applicable real property is no longer an asset of the Trust Estate, then the said appointed Special Trustee shall cease to serve in such a capacity and all of the applicable assets, together with any accumulated or undistributed income thereon, shall be turned over to the aforementioned corporate Trustee, and the said Special Trustee shall thereupon be discharged from any further responsibility, authority, or liability for any of the applicable assets.

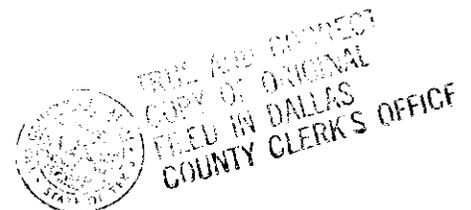
Section 9. Environmental Matters

a. Trust-Related Assets Defined

Trust-related assets shall mean all of the property, whether real, personal, tangible or intangible, in which the Trustmakers' respective estates (or any entity in which the Trustmakers' respective estates has, or at any time had, an interest) has, or at any time had, an interest.

b. Right to Investigate

No Trustee so nominated and appointed shall be obligated to serve in any such capacity until such a time as such a Trustee has been given an opportunity to conduct any such environmental or other investigations, as such a Trustee deems appropriate, in connection with any matter such a Trustee deems relevant in this regard. Furthermore, the Trustmakers agree, to the extent of the Trustmakers' respective interests in the Trust Estate, that this Trust shall



indemnify and hold harmless any such Trustee from and against any and all losses, suits, obligations, fines, damages, judgments, penalties, interest, claims, injunctive relief, charges, costs, and expenses (including any reasonable attorneys' fees and disbursements) which may be imposed on, incurred, or paid by, or asserted against any such Trustee by reason of, or on account of, or in connection with, any environmental matters in any manner relating to or arising out of any Trust-related assets, whether or not arising out of any actions or negligence of the Trustmakers, or otherwise, whether or not arising from any events occurring prior to or after the execution of this instrument, and whether or not arising before or after any such Trustee is appointed hereunder, but excluding any matters directly arising from the misconduct or gross negligence of any such Trustee. Such matters shall include, but not be limited to:

1. Failure to Comply

The failure or alleged failure of any person to fully comply with all of the requirements of any federal, state, or local law or regulation having as its object the protection of the public health, natural resources, or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the Clean Air Act, and any applicable state and local laws and regulations (hereinafter collectively referred to as the "environmental laws"); and

2. Release or Presence of Certain Substances:

The release or presence, or alleged release or presence, of any substance of which the manufacture, use, treatment, storage, transportation, removal, or disposal is regulated by any environmental laws (hereinafter collectively referred to as the "hazardous substances").



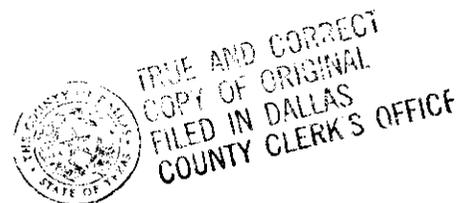
c. Other Rights

Any such Trustee may specifically disclaim any powers held as a fiduciary hereunder on the basis that the said Trustee has determined, in the said Trustee's discretion, that any such powers will or may cause the said Trustee to incur liability under any environmental laws.

Moreover, any such Trustee may accept as correct the interpretation of any environmental laws as set forth in (i) any judicial or administrative proceedings, or (ii) any guidance, proposed guidance, publication, draft guidance, policy, practice, or other pronouncement, promulgation, or statement of or from the Environmental Protection Agency of the United States, the Department of Environmental Regulation of the State of Texas, or any other agency or municipality or authority with jurisdiction over any Trust-related assets. Also, any such Trustee, with respect to any Trust-related assets, shall have the discretionary power to notify any federal, state, or local governmental authority of the presence or release of any hazardous substances, or of any noncompliance, past, present, or future, with regard to any environmental laws. In addition, the following rights shall be held by any such Trustee:

1. No Duty to Investigate

Any such Trustee shall be under no duty to exercise any of the aforementioned powers dealing with any environmental matters in regard to the said Trustee, and any such Trustee shall not be liable to any beneficiary or other person for exercising or failing to exercise any such powers; and

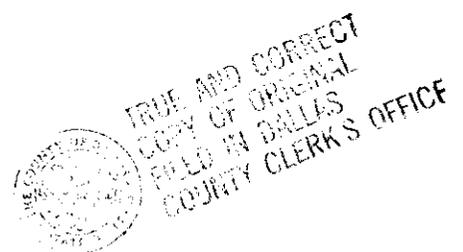


2. Discretionary Power Over This Trust

Any such Trustee, with respect to any Trust-related assets, shall have the discretionary power (unless otherwise provided in this instrument) to use and expend the income and principal of this Trust:

- i. To conduct any audit, assessment, or investigation, deemed appropriate by any such Trustee, regarding the compliance with any environmental laws or the presence or release of any hazardous substances;
- ii. To remedy the presence or release of any hazardous substances or any failure to comply with any environmental laws;
- iii. To comply with any governmental order directing the assessment or remedy of the presence or release of any hazardous substances, or to contest such order, as any such Trustee may determine;
- iv. To institute any legal proceedings concerning any environmental matters, or to contest or settle any legal proceedings brought by any local, state, or federal agency, or private litigant concerning any environmental matters; and
- v. To employ legal counsel, environmental consultants, and any other agents to assist any such Trustee in exercising any of the foregoing powers.

In regard to any such Trustee, all of the aforementioned shall survive the resignation of the said Trustee, if applicable, and the closing of the Trustmakers' respective estates and any Trust or Share under this Trust.



ARTICLE FIVE

ADMINISTRATION OF TRUST DURING LIFE OF TRUSTMAKERS

Section 1. Disposition of Income and Principal

a. Income Distributions

During the Trustmakers' joint lifetime or during the surviving Trustmaker's lifetime (unless otherwise provided in this instrument) and while the Trust Estate shall include cash, securities, or other income-producing property, the Trustee shall manage, invest, and reinvest the Trust Estate, shall collect the income therefrom, and shall pay over the net income to the Trustmakers or shall apply the same for the Trustmakers' benefit, in convenient installments (but at least quarter-annually), unless the Trustmakers direct that the net income earned by this Trust shall be accumulated and reinvested as part of the Trust Estate. Any undistributed income received by or accrued in this Trust at the time of a Trustmaker's death shall be added to and become a part of the principal (unless otherwise provided in this instrument).

b. Principal Distributions

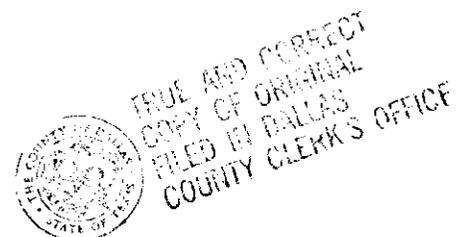
In addition, the Trustee, during the Trustmakers' joint lifetime or during the surviving Trustmaker's lifetime (unless otherwise provided in this instrument), is hereby authorized, at any time and from time to time, and in the Trustee's discretion, to (i) pay to the Trustmakers for the Trustmakers' health, education, maintenance, or support, or to apply, for any such purposes, any part, or all, of the assets comprising the Trust Estate; (ii), pay to, or for, the Trustmakers' other legal dependents for their health, education, maintenance, or support, in amounts as the Trustee deems to be reasonable, considering any such beneficiary's other sources of income and



funds; and (iii) pay to, or on behalf of, the Trustmakers the amount of any and all taxes, state, county, federal or otherwise, which are caused by the sale or possession of any of the assets comprising the Trust Estate, or which are charged against the Trustmakers or the Trust Estate under the laws of the State of Texas, the United States of America, or other appropriate laws, which deal with the taxation of tangible or intangible personalty or realty which is part of the Trust Estate. Notwithstanding the foregoing, the Trustmakers hereby reserve the right, for any reason, and effective upon a written notice to the Trustee, to withdraw any or all of those assets comprising the Trustmakers' respective interests in the Trust Estate, at any time and from time to time (unless otherwise provided in this instrument).

Section 2. Testamentary General Power of Appointment

The Trustmakers hereby reserve a general power to appoint by his or her respective Will (irrespective of the date of execution of any such Will, and whether or not in coordination with each other) his or her respective interest in the Trust Estate, including the principal, undistributed income, and any proceeds or other benefits of any insurance or other contracts, if any, which may be payable to this Trust, to any such person or persons that he or she may choose, including his or her respective Personal Representatives, either outright or in further trust (unless otherwise provided in this instrument). This power of appointment shall not extend to any Unified Credit Shelter Trust established herein. In order to exercise the said power to appoint, it is necessary that the Trustmakers' respective Wills make specific reference to this Section and Article of this instrument. For this and all other purposes, if no such Will is made known to the Trustee within thirty (30) days following a Trustmakers' death, then the Trustee



shall be fully protected in relying on the presumption that no such instrument exists. If the Trustmakers fail to exercise the said power to appoint for any reason, then the assets of this Trust shall nevertheless remain a part of this Trust, and shall be administered and disposed of in accordance thereof.

Section 3. Interpretation of the Trustee's Discretion

With regard to the management and distribution of the Trust Estate, the Trustee shall consider vested and income beneficiaries as the Trustee's primary interest and responsibility, and shall consider contingent and remainder beneficiaries as of secondary interest and responsibility (unless otherwise provided), and, therefore, the Trustmakers request that the Trustee, in resolving any doubtful matters relating to any such matters, take the aforementioned interpretation into consideration.

Section 4. Governing Law Provision

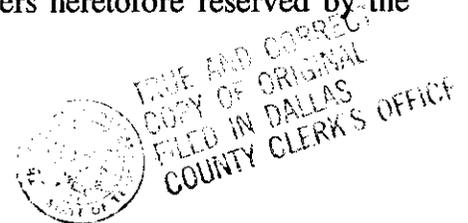
This Trust shall be construed and regulated in all respects by the laws of the State of Texas, notwithstanding any residence in another jurisdiction by either or both of the Trustmakers or any other beneficiary hereunder. Furthermore, the initial situs of this Trust shall be in the State of Texas.



ARTICLE SIX

DISABILITY AND INCOMPETENCY

During any disability or incompetency (whether temporarily or permanently) of a Trustmaker as defined in this Article, a so affected Trustmaker shall be relieved of all of the powers heretofore reserved by the Trustmakers in the Trustmakers' individual or fiduciary capacity, as the case may be. During any such disability or incompetency, all such powers shall be suspended, and the current Trustee or Successor Trustee, whichever is applicable, shall have or continue to have those powers with respect to the Trust Estate given in this Trust to a Trustee. During an affected Trustmaker's disability or incompetency, the Trustee is specifically authorized to arrange for the services of a companion or registered or practical nurse to remain with the affected Trustmaker, on a round-the-clock basis, if necessary, in the affected Trustmaker's home, or alternatively, to arrange for convalescent care or nursing home care, with or without such a companion or nurse, as the Trustee determines to be advisable from time to time. In addition to any such payments of income and principal for the benefit of an affected Trustmaker, the Trustee may pay to, or apply, for the benefit of the affected Trustmaker's legal dependents, such amounts from the income and principal of this Trust, in such shares and proportions, in the Trustee's discretion, that the Trustee shall determine to be advisable from time to time, for such a person's health, education, maintenance, or support (including, but not limited to, such a person's medical, dental, nursing, and nursing home expenses), taking into consideration, to the extent that the Trustee deems advisable, any such person's other income and funds. An affected Trustmaker may regain all of the powers heretofore reserved by the



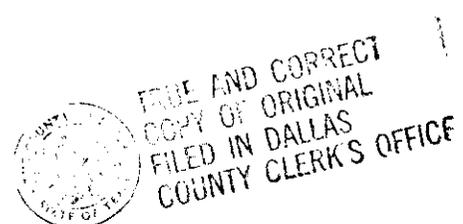
affected Trustmaker in the affected Trustmaker's individual or fiduciary capacity, as the case may be, when such disability or incompetency is removed in the same manner as was followed to establish the affected Trustmaker's disability or incompetency as provided herein. Additionally, the following definitions shall also be utilized in the determination of the disability or incompetency (whether temporarily or permanently) of any individual who is to serve or has been serving as a Trustee under this Trust.

Section 1. Definition of Disability

This term shall apply at any time during the Trustmakers' joint lifetime or during the surviving Trustmaker's lifetime that the Trustee hereunder receives a written notice signed by (i) a physician of an affected Trustmaker and (ii) either the other Trustmaker or another member of the affected Trustmaker's most immediate family, indicating that the affected Trustmaker is too disabled to continue the affected Trustmaker's involvement in this Trust, except as a beneficiary hereunder.

Section 2. Definition of Incompetency

This term shall apply at any time during the Trustmaker's joint lifetime or during the surviving Trustmaker's lifetime that the Trustee hereunder is in possession of any of (i) a court order, which the Trustee deems jurisdictionally proper and currently applicable, and which holds an affected Trustmaker to be legally incompetent to act in the affected Trustmaker's own behalf, or appoints a guardian of the affected Trustmaker's person or property to act for the affected Trustmaker; (ii) duly executed, witnessed and acknowledged written affidavits of two physicians

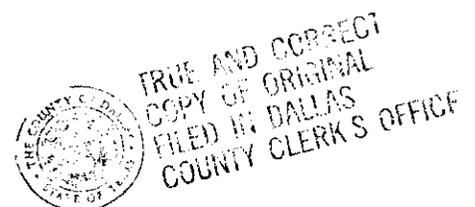


who possess M.D. or D.O. degrees, each certifying that the respective physician has examined the affected Trustmaker and has concluded that, by reason of an accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar causes, the affected Trustmaker had, at the date of the applicable written affidavit, become incompetent to act rationally and prudently in the affected Trustmaker's best interests; or (iii) evidence, which the Trustee deems to be credible and still currently applicable, that the affected Trustmaker has been unaccountably absent for more than three (3) months, or that the affected Trustmaker has been detained under duress in which the affected Trustmaker is unable, effectively and prudently, to handle the affected Trustmaker's financial interests. Wherever the Trustee is authorized or required to act in the case of the disability or incompetency of any beneficiary (including a Trustmaker) or any other Trustee under this Trust, the Trustee shall be fully protected in the determination of such disability or incompetency by a reliance upon the aforementioned standards.

ARTICLE SEVEN

TRUST ADMINISTRATION UPON THE DEATH OF FIRST TRUSTMAKER

Upon the death of the first Trustmaker to die (hereinafter sometimes referred to as "that Trustmaker"), that Trustmaker's interest in this Trust shall become irrevocable and the Trustee shall have the following duties and shall dispose of that Trustmaker's interest in the Trust Estate in the following manner:



Section 1. Insurance Proceeds

a. Collect Proceeds

The Trustee shall collect the proceeds of any life insurance policies or similar contracts that are payable to the Trustee, and shall hold such proceeds together with any additional property heretofore or hereafter added to this Trust from any source. Such proceeds and property shall constitute part of the Trust Estate.

b. Authority to File Suit on Behalf of this Trust

The Trustee shall have full authority to take any action (as the Trustee deems advisable) in regard to the collection of the proceeds of any life insurance policies or similar contracts and to pay any expenses relating thereto from that Trustmaker's interest in the Trust Estate. However, the Trustee shall not be required to enter into, or maintain, any litigation to enforce payment of any such proceeds until the Trustee shall have been fully indemnified, to the Trustee's satisfaction, against all expenses and liabilities to which the Trustee might, in the Trustee's judgment, be subjected to by any such litigation. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies or similar contracts, which the Trustee may deem expedient, and to give to any insurance company, all of the necessary and proper releases, acquittances, and full discharges of all of such an insurance company's liabilities under any such policies or similar contracts.

c. Discharge of Insurance Companies

No insurance company, whose policy or similar contract shall be deposited hereunder, which shall make payments of the proceeds thereof to the Trustee, shall be required to inquire into, or take notice of, any of the provisions of this Trust or to see to the application or



disposition of the proceeds of any such policies or similar contracts, and the receipt of the Trustee given to any such insurance company shall be effectual to release and discharge any such insurance company for any payment so made and shall be binding upon the beneficiaries of any Trust hereby created.

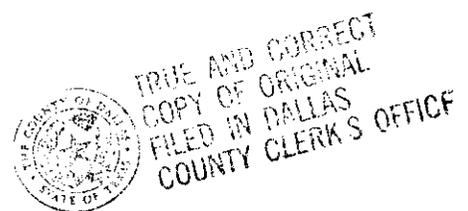
Section 2. Payments For The Benefit of a Trustmaker's Estate

a. A Trustmaker's Debts, Expenses, and Taxes

Upon that Trustmaker's death, the Trustee shall exercise one or more of the following in order to deal with the debts, expenses, and taxes of that Trustmaker's estate, provided, however, that no such payment or distribution shall come from the beneficial Share in the Trust Estate owned by the other Trustmaker:

1. Payment of Debts and Expenses From the Trust Estate

The Trustee shall pay from that Trustmaker's interest in the Trust Estate any part, or all, of the legally enforceable debts and expenses of that Trustmaker's estate, including, but not limited to, any expenses of that Trustmaker's last illness, any funeral or cremation expenses (including, but not limited to, the costs of memorials of all types and memorial services), any allowances by court order for those individuals dependent upon that Trustmaker, and any expenses of the administration of that Trustmaker's estate (including any expenses of any ancillary proceeding that may be necessary in another state or country), not paid from that Trustmaker's probate estate.

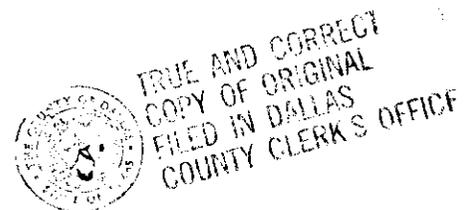


2. Payment of Taxes From the Trust Estate

The Trustee shall pay from that Trustmaker's interest in the Trust Estate the death taxes with respect to that Trustmaker's estate as provided herein:

i) Directions in a Trustmaker's Will

After that Trustmaker's death, that portion or all or none of the estate, inheritance, or other death taxes of any nature (including the federal supplemental estate tax on certain qualified plan benefits), together with any interest and penalties, that may be payable upon or with respect to any property, or any interest therein, required to be included in that Trustmaker's gross estate or taxable to any person receiving any such property under the provisions of any present or future domestic or foreign laws, regardless of whether any such property, or any interest therein, passes under or outside of this Trust, and regardless of whether the said taxes are payable by that Trustmaker's estate or by any recipient or beneficiary of any such property, including any generation-skipping transfer tax on any direct skip (except by reason of disclaimer) due to the express terms of this Trust or that Trustmaker's Will, and including any generation-skipping transfer tax imposed by reason of that Trustmaker's death upon any property for which that Trustmaker's spouse is deemed the transferor under the election provisions of Section 2652(a)(3) of the Internal Revenue Code of 1986 (hereinafter "the Code"), as amended (unless the payment of any such tax would be treated as a transfer from that Trustmaker for generation-skipping transfer tax purposes, in which event the said generation-skipping transfer tax shall be paid from any "qualified terminable interest property", if any, includable in that Trustmaker's gross estate), but excluding any other type of generation-skipping transfer tax, and also excluding any additional tax unpaid pursuant to Section 2032A(c) of the



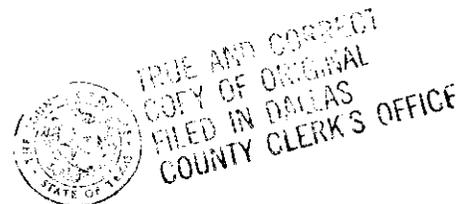
Code, shall be paid, or other provision for any such payment made, as that Trustmaker shall direct in that Trustmaker's Will, by the Trustee out of the principal of the Trust Estate, with no right of reimbursement from any recipient or beneficiary of any such property or interest (unless otherwise provided in this instrument).

ii) No Postponement of Distribution

If the Trustee is so directed to pay any such taxes, together with any interest and penalties, that direction shall not postpone the disposition of the remaining Trust Estate, but the Trustee shall have the right to withhold any amount as the Trustee deems necessary to pay that portion of any such taxes, interest or penalties that the Trustee is so directed to pay. If the amount so withheld is insufficient for that purpose, the additional amount required shall be paid proportionately by the persons, Trusts (other than the "Marital Trust" hereafter established in this Trust), or Shares, whichever the case may be, to whom the remaining interest in the Trust Estate of that Trustmaker was distributed at that Trustmaker's death. If the amount so withheld is more than the amount ultimately required for that purpose, the excess amount shall be distributed proportionately to the persons, Trusts, or Shares, whichever the case may be, to whom the remaining interest in the Trust Estate of that Trustmaker was to be distributed at that Trustmaker's death, in accordance with the amount or amounts called for under the provisions of this Trust.

iii) No Apportionment to the Surviving Trustmaker

Notwithstanding anything to the contrary herein or elsewhere, in no event shall any portion of any such taxes (including the federal supplemental estate tax on certain qualified plan benefits), interest or penalties assessed by reason of that Trustmaker's death be



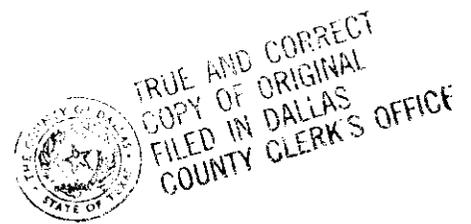
apportioned or allocated to that Trustmaker's spouse (or to the "Marital Trust" hereafter established in this Trust), or to any other property passing to that Trustmaker's spouse under the terms of this Trust, that Trustmaker's Will, or otherwise.

3. Loan to a Trustmaker's Estate

The Trustee shall lend to that Trustmaker's probate estate sufficient funds from that Trustmaker's interest in the Trust Estate, upon such terms regarding security, interest rate, and maturity which the Trustee may deem advisable, to pay all, or any part of, the aforementioned debts, expenses, and taxes. Such a loan or loans need not be secured if, in the Trustee's opinion, it is in the best interests of the beneficiaries of this Trust not to obtain security in light of the overall objectives and requirements of such beneficiaries and that Trustmaker's probate estate.

4. Purchase From a Trustmaker's Estate

Alternatively, or additionally, the Trustee shall acquire by purchase, exchange, or otherwise, sufficient assets from that Trustmaker's probate estate to provide that Trustmaker's probate estate with sufficient cash, from that Trustmaker's interest in the Trust Estate, to pay the aforementioned debts, expenses, and taxes, even though such assets may not be of the character prescribed by law for the investment of trust funds. Although acquisition of such property may result in a large percentage of the Trust Estate, in whole or in part, being invested in one class of property, the Trustee may, without liability for any loss or depreciation, retain such property so acquired for as long as the Trustee may deem advisable.



b. Cash Bequests

After providing for any of the aforementioned items delineated in Subsection (a) of this Section of this Article, the Trustee shall distribute to that Trustmaker's Personal Representative, or as that Trustmaker's Personal Representative may direct, directly to the applicable beneficiaries, outright and free of trust, any cash bequests that Trustmaker had made in that Trustmaker's Will, from that Trustmaker's interest in the Trust Estate.

c. Specific Devises

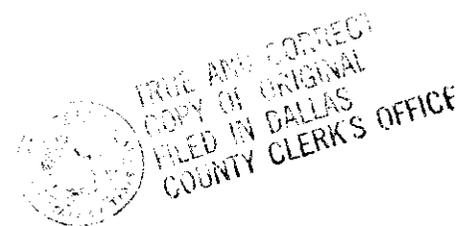
After providing for any of the aforementioned items delineated in Subsection (a) of this Section of this Article, the Trustee shall also deliver to that Trustmaker's Personal Representative, or as that Trustmaker's Personal Representative may direct, directly to the applicable beneficiaries, outright and free of trust, any property in the Trust Estate which is effectively devised by that Trustmaker's Will or by any written statement that is referred to in Article II of that Trustmaker's Will, from that Trustmaker's interest in the Trust Estate.

d. Payments By the "Family Trust"

All such payments made under Subsections (a) and (b) of this Section of this Article, including, but not limited to, any Trustee's fees incurred by reason of such payments, shall be charged generally against and made from the "Family Trust" and not against and made from the "Marital Trust".

e. A Personal Representative's Certification

All of the payments described under Subsections (a) and (b) of this Section of this Article shall be made upon the demand of that Trustmaker's Personal Representative and upon the certification by that Trustmaker's Personal Representative that the assets of that Trustmaker's



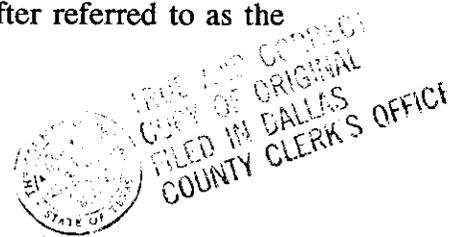
probate estate (which might include any real property, tangible personal property, or other assets that, in that Trustmaker's Personal Representative's judgment, do not have a readily realizable market value) are insufficient for such purposes, but this Trust shall only be liable to the extent of such shortage.

f. Reliance on a Personal Representative

While or while not one or more of the same persons or entities, or both, may be acting as the Trustee and as that Trustmaker's Personal Representative, the Trustee is authorized to rely conclusively upon that Trustmaker's Personal Representative's certification of (i) the estimation of all of the taxes imposed upon that Trustmaker's estate; (ii) the amount, if any, required to satisfy any debts and expenses of that Trustmaker's estate; (iii) the amount, if any, required to satisfy any cash bequests made by that Trustmaker in that Trustmaker's Will; and (iv) the designation or characterization of the applicable assets which are fiduciary accounting principal and which are fiduciary accounting income. The Trustee shall have no duty to (i) determine the accuracy, designation or characterization, or propriety of any amount, of assets so certified; (ii) see to the application of any amount paid, or any property delivered, to that Trustmaker's Personal Representative; or (iii) withhold distribution of any applicable asset or assets (unless otherwise provided in this instrument).

Section 3. Community Property and Quasi-Community Property

Community and quasi-community property transferred to the Trustee by the Trustmakers shall be their community property, and treated as such. This property, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as the



"Community Estate" or the "Community Property") shall retain its character as community property during the joint lifetimes of the Trustmakers, in spite of any change in the situs of the Trust, subject, however, to the provisions of this Trust Agreement.

Section 4. Separate Property

Separate property of either Trustmaker transferred to the Trustee, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as the "Separate Estate") shall retain its character as separate property of the Trustmaker who transferred such property to the Trustee, subject to the provisions of this Trust Agreement and is identified herein on Exhibits "A" and "B."

ARTICLE EIGHT

DISTRIBUTION UPON THE DEATH OF A TRUSTMAKER

Upon the death of the first Trustmaker to die, in default of the total or partial, as the case may be, exercise of the general power to appoint described in Section (2) of Article Five of this instrument, the Trustee shall hold the balance of that Trustmaker's interest in the Trust Estate for the following uses and purposes:

Section 1. Unified Credit Exemption Equivalent Distribution

If that Trustmaker's spouse shall survive that Trustmaker, then and in such event, the Trustee shall place into a separate and distinct Trust, the largest amount needed to permit that



Trustmaker's estate to use in full any federal estate tax unified credit (and state death tax credit, provided the use of any such state death tax credit does not result in an increase in any state death taxes payable) which has not been claimed by that Trustmaker for any payments or distributions made by that Trustmaker during that Trustmaker's lifetime. However, the said amount shall be reduced by (i) the value of any property devised under the foregoing Articles of this Trust and any property passing outside of this Trust which is included in the value of that Trustmaker's gross estate (net of any indebtedness in respect to any such property which reduces that Trustmaker's taxable estate) and for which no deduction is allowable for purposes of the federal estate tax, and (ii) any charges to principal for which a deduction is not allowed for purposes of the federal estate tax. This said Trust shall be known as the "Family Trust", and shall be held, administered, and disposed of as hereinafter provided in Section (4) of this Article.

In making the computations to determine any such amounts hereunder, the final determination of the applicable values for federal estate tax purposes shall control. The Trustee shall have the power and the discretion to set aside any such fund in cash or in kind, in whole or in part, and to select the assets which shall constitute the principal of this Trust. However, notwithstanding anything to the contrary herein or elsewhere, the assets allocated to the "Family Trust" shall have an aggregate market value at the time of funding which is fairly representative of the net appreciation or depreciation in value of the property available for such funding between the date of valuation for federal estate tax purposes and the date of funding.

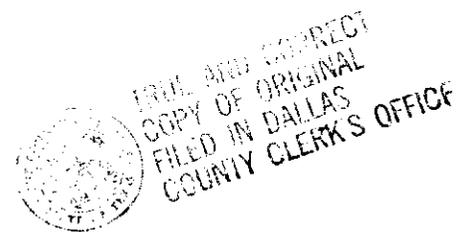


Section 2. Marital Deduction Distribution

If that Trustmaker's spouse shall survive that Trustmaker, then the Trustee shall place the balance of that Trustmaker's interest in the Trust Estate, as of that Trustmaker's death, into a separate and distinct Trust. This said Trust shall be known as the "Marital Trust", and shall be held, administered, and disposed of as hereinafter provided in Section (3) of this Article.

However, if that Trustmaker's spouse shall not survive that Trustmaker, then the balance of that Trustmaker's interest in the Trust Estate, as of that Trustmaker's death, shall be retained in Trust by the Trustee, to be held, administered, and disposed of in accordance with the terms of the "Family Trust" heretofore created.

Notwithstanding anything to the contrary herein, any property transferred to the "Marital Trust" shall not include any property, or the proceeds of any property, which is not included in that Trustmaker's gross estate for federal estate tax purposes, or which would not qualify for the federal marital deduction allowable in determining the federal estate tax on that Trustmaker's estate, or which is includable in that Trustmaker's gross estate for federal estate tax purposes and which is also subject by reason of that Trustmaker's death to any estate, inheritance, or other death taxes of any nature (including the federal supplemental estate tax on certain qualified plan benefits). None of the powers granted to the Trustee shall be exercised in such a manner as to disqualify the "Marital Trust", or any part thereof, from the federal marital deduction allowable in determining the federal estate tax on that Trustmaker's estate. The federal marital deduction referred to herein is the deduction allowable in determining the federal estate tax for property passing to a surviving spouse under the Code in effect at the date of that Trustmaker's

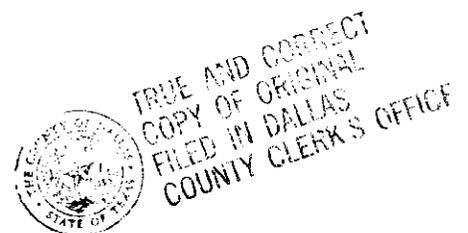


death. The said federal marital deduction shall carry with it (as income and not as principal) its proportionate part of the net income of that Trustmaker's estate from the date of that Trustmaker's death.

Notwithstanding anything to the contrary herein, any duty or power (including any discretionary power) imposed upon or granted to the Trustee shall be absolutely void to the extent that any right to perform any such duty or to exercise any such power would in any way cause that Trustmaker's estate to lose the tax benefit of the federal marital deduction under the Code.

The Trustee, in allocating any property to the satisfaction of the "Marital Trust", is prohibited from allocating thereto any stock in or shares of any corporation which may qualify for a redemption pursuant to Section 303 of the Code, provided, however, that if the "Marital Trust" cannot be fully satisfied without the allocation thereof of any such stock or shares, the Trustee may allocate thereto the lowest possible amount of any such stock or shares.

If the Trustee does not exercise the election as set forth in Section (8) of this Article, or if the Trustee does exercise the said election but only with regard to a portion of the property set aside as the "Marital Trust", then and in such event, any and all of the property over which the said election is not exercised shall nevertheless remain a part of the "Marital Trust", and be administered and disposed of in accordance thereof.



Section 3. Administration of the "Marital Trust"

The "Marital Trust" shall be held, administered, and disposed of as follows:

a. Mandated Distribution of Income

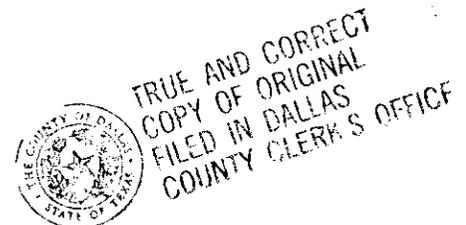
The Trustee shall pay the entire net income from the "Marital Trust" to, or for the benefit of, that Trustmaker's spouse in quarter annual or more frequent installments during that Trustmaker's spouse's lifetime. The word "income", for the purposes of this Subsection, shall have the same meaning as the word "income" as it is used in the federal estate laws with reference to the federal marital deduction now in effect or as any such laws may be hereinafter changed by amendments or substitutions thereto.

b. Discretionary Distribution of Principal

Until the death of that Trustmaker's spouse, the Trustee shall pay to that Trustmaker's spouse, or for that Trustmaker's spouse's benefit, any such amount or amounts of the principal from the "Marital Trust" as the Trustee may, from time to time, deem to be necessary or advisable for that Trustmaker's spouse's health, education, maintenance, or support. Such health, education, maintenance, or support shall include, but not be limited to, medical, surgical, hospital, and other institutional care, always having in mind the standard of living to which that Trustmaker's spouse has been accustomed and the income and funds that may be available to that Trustmaker's spouse from any other sources.

c. Unproductive Property

Notwithstanding anything to the contrary herein or elsewhere, upon a written direction from that Trustmaker's spouse, the Trustee shall make productive any unproductive property of the "Marital Trust", or shall convert the same into productive property within a reasonable time.

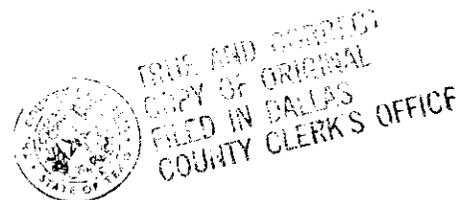


d. Accrued Income Distribution

To the extent there remains in the "Marital Trust" any income accrued prior to that Trustmaker's spouse's death which was not distributed to that Trustmaker's spouse prior to that Trustmaker's spouse's death, that Trustmaker's spouse shall have a general power to appoint by that Trustmaker's spouse's Will (irrespective of the date of execution of any such Will) the said income to any such person or persons that that Trustmaker's spouse may choose, including that Trustmaker's spouse's Personal Representative, outright or in further trust. In order to exercise the said power to appoint, it is necessary that that Trustmaker's spouse's Will make specific reference to this Section and Article of this instrument. For this and all other purposes, if no such Will is made known to the Trustee within thirty (30) days following that Trustmaker's spouse's death, then the Trustee shall be fully protected in relying on the presumption that no such instrument exists. If that Trustmaker's spouse fails to exercise the said power to appoint for any reason, then the said income shall be added to and distributed as part of the "Family Trust". This provision shall take precedence over any contrary provision in Section (7) of Article Ten of this instrument.

e. Payment of Death Taxes

Notwithstanding anything to the contrary herein, the Trustee shall, upon written request from that Trustmaker's spouse's Personal Representative or Trustee, as the case may be, distribute any such part or all of the principal of the "Marital Trust" to that Trustmaker's spouse's Personal Representative, or Trustee, as is necessary to pay all of the additional estate, inheritance, or other death taxes of any nature (including the federal supplemental estate tax on certain qualified plan benefits) assessed by reason of the "Marital Trust" being included in that



Trustmaker's spouse's gross estate. However, if more than one Trust or Share has been created from the "Marital Trust", as described in Section (8) of this Article, the Trustee shall make any such distribution to that Trustmaker's spouse's Personal Representative or Trustee first from the "Qualified Marital Trust or Share" and then, to the extent the "Qualified Marital Trust or Share" is not sufficient for this purpose, from the "Non-Qualified Marital Trust or Share", unless that Trustmaker's spouse's Will contains a different direction in this regard and which specifically refers to the existence of more than one Trust or Share under the "Marital Trust". Nevertheless, if any payment of the said taxes from the "Qualified Marital Trust or Share" would be treated as a constructive addition to the "Non-Qualified Marital Trust or Share", then the said taxes shall be paid from the "Non-Qualified Marital Trust or Share" to the extent necessary.

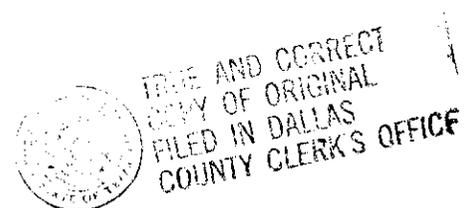
For purposes of this Subsection, the term "additional taxes" shall mean the excess of (i) the total estate, inheritance, or other death taxes computed on that Trustmaker's spouse's taxable estate over and above (ii) the amount of any such taxes on that Trustmaker's spouse's taxable estate that would have been imposed if no part of the "Marital Trust" had been included in that Trustmaker's spouse's gross estate.

Section 4. Administration of the "Family Trust"

The "Family Trust" shall be held, administered and disposed of as follows:

a. Mandated Distribution of Income

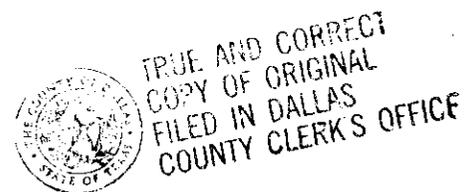
The Trustee shall pay the entire net income from the "Family Trust" to, or for the benefit of, that Trustmaker's spouse in quarter annual or more frequent installments during that Trustmaker's spouse's lifetime. The word "income", for the purposes of this Subsection, shall



have the same meaning as the word "income" as it is used in the federal estate laws with reference to the federal marital deduction now in effect or as any such laws may be hereinafter changed by amendments or substitutions thereto.

b. Discretionary Distributions of Principal

Until the death of that Trustmaker's spouse, the Trustee shall pay to that Trustmaker's spouse, or for that Trustmaker's spouse's benefit, any such amount or amounts of the principal from the "Family Trust" as the Trustee may, from time to time, deem to be necessary or advisable for that Trustmaker's spouse's health, education, maintenance, or support. Notwithstanding any of the foregoing, no distribution of the principal from the "Family Trust" shall be made to that Trustmaker's spouse until his or her separate share of the Trust Estate and the "Marital Trust" have been at least substantially exhausted. After considering the income and principal needs of that Trustmaker's spouse, the Trustee may also pay to any, all, or none of that Trustmaker's lineal descendants, or for their benefit, any such amount or amounts of the principal from the "Family Trust" as the Trustee may deem necessary or advisable, from time to time, for the said beneficiaries' health, education, maintenance, or support (including, by way of example only, a reasonable down-payment for a principal residence), always having in mind the income and funds that may be available to the said beneficiaries. The Trustee is expressly permitted herein to make equal or unequal distributions to any one or more of the said beneficiaries, and the Trustee may exclude any or more of the said beneficiaries from any such distributions. Furthermore, no distribution made under this Section shall be charged as an advancement, in any way, to any such beneficiaries.



Section 5. Distribution Upon the Second Death

Upon the death of that Trustmaker's spouse or upon that Trustmaker's death, if that Trustmaker's spouse failed to survive that Trustmaker, the Trustee shall combine the remaining balance of that Trustmaker's share of the Trust Estate, if any, the "Marital Trust", if any, and the "Family Trust", if any, which shall henceforth constitute the Trust Estate, and the Trustee shall distribute the principal and the accumulated income, if any, of the Trust Estate to the following beneficiaries as indicated below:

a. Cash Bequests

The Trustee shall immediately distribute the sum of Fifteen Thousand Dollars (\$15,000) cash, outright and free of trust, to EACH of the following beneficiaries: Nora Cheyerl Patten, Vickie Renee Hoskins and Danielle Danice Walker. In the event that Nora Cheyerl Patten, Vickie Renee Hoskins or Danielle Danice Walker predecease the Trustmakers, the Trustee shall distribute the deceased beneficiary's cash bequest equally between the survivor(s) thereof. In the event that Nora Cheyerl Patten, Vickie Renee Hoskins and Danielle Danice Walker all predecease the Trustmakers, these bequests shall lapse and said cash shall be distributed as part of the residual trust estate as hereinafter provided.

b. Special Bequests

None

c. Special Devises

None



d. Residual Trust Estate

The remaining trust estate shall be allocated in equal shares to the following beneficiaries:

Nora Cheyerl Patten

Vickie Renee Hoskins

Danielle Danice Walker

The Trustee shall place each of the above named beneficiary's fractional shares of the remaining trust estate into a separate and distinct trust for the benefit of said beneficiary. The Trustee shall make distributions of principal and any accumulated income, if any, outright and free of trust, to each beneficiary from their Share or Trust as follows:

One-third (1/3) five (5) years following the death of the surviving Trustmaker;

One-half (1/2) of the remaining balance five (5) years following the date of the initial distribution; and

The remaining balance ten (10) years following the date of the initial distribution.

The Trustee may make discretionary distributions of income and/or principal to each of the named beneficiaries from her Share or Trust so retained in addition to the above distributions, as the Trustee believes desirable for the health, education, maintenance, or support of the said beneficiary, after considering all of the circumstances and factors deemed pertinent by the Trustee.

Any undistributed net income shall be accumulated and added to the principal of

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the applicable Share or Trust for said beneficiary. Each beneficiary shall receive discretionary distributions from their fractional share of the trust estate independently of any other beneficiary's distributions.

In the event that Nora Cheyerl Patten, Vickie Renee Hoskins or Danielle Danice Walker predecease the surviving Trustmaker, or pass away prior to receiving final distribution of her Share or Trust, the deceased beneficiary's share of the remaining trust estate shall be distributed in equal shares to the survivor(s) thereof, subject to the trust distribution provisions as set forth in this Section.

Section 6. Continuing Shares for any Younger Beneficiaries

Except as otherwise specifically set forth in any of the aforementioned provisions of this Article:

a. Existing Share or Trust

Any property which is otherwise distributable to a beneficiary for whom a Share or Trust is then held hereunder shall be added to that Share or Trust; and

b. No Existing Share or Trust

The Trustee shall withhold any property otherwise distributable under the provisions of this Article to any beneficiary who has not yet attained the age of twenty-five (25) years, and the Trustee shall retain any such property for any such beneficiary in a separate Share or Trust for any such beneficiary in which the said beneficiary's interest is indefeasibly vested, to be distributed to the said beneficiary when the said beneficiary reaches the age of twenty-five (25) years. The Trustee shall apply as much of the net income and principal of the Share or Trust



so retained as the Trustee believes desirable for the health, education, maintenance, or support of the said beneficiary, after considering all of the circumstances and factors deemed pertinent by the Trustee. Any undistributed net income shall be accumulated and added to the principal of the applicable Share or Trust for the said beneficiary.

Section 7. Catastrophic Distribution

In the event that none of the beneficiaries set forth herein are surviving at the time that the first Trustmaker to die's interest in the Trust Estate is to vest, then, upon the latter of the death of the last Trustmaker to die and the death of the last surviving beneficiary, the then remaining Trust Estate shall be distributed one-half (1/2) to one Trustmaker's heirs-at-law and one-half (1/2) to the other Trustmaker's heirs-at-law, in which the identity of such heirs shall be determined under the laws of the State of Texas as though the last Trustmaker to die had died at the time of the death of the last surviving beneficiary.

Section 8. Qualified Terminable Interest Property Election

If Section 2056(b)(7)(B)(v) of the Code is amended or interpreted as to allow a Trustee to elect that certain property, in whole or in part, be treated as "qualified terminable interest property" (as that term is defined in Section 2056 of the Code) in order that such property shall qualify for the federal marital deduction for federal estate tax purposes, then I authorize the Trustee to elect that any portion or all of the property passing under Section 2056 of the Code be so treated as qualified terminable interest property. If Section 2056(b)(7)(B)(v) of the Code



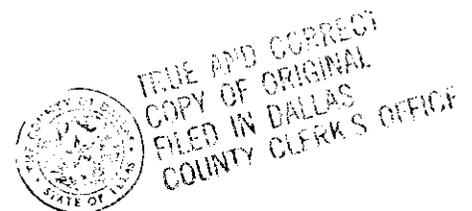
is not amended or interpreted as to allow a Trustee to exercise the said election, then the Trustee is expressly authorized to instruct that Trustmaker's Personal Representative to exercise the said election.

If an election is made to qualify only a specific portion of the property to be distributed to the "Marital Trust" for the federal estate tax marital deduction, then the Trustee may divide the said property, to reflect the qualified terminable interest property election, into two separate Trusts or Shares, as the Trustee may determine, according to the fair market value of the assets at the date of distribution. The elective part shall be held as a Trust or Share designated as the "Qualified Marital Trust or Share", and the part with respect to which no election was made shall be held as a Trust or Share designated as the "Non-Qualified Marital Trust or Share". In the event that the Trustee determines that it is appropriate to make any principal distributions as authorized in Subsection (b) of Section (3) of this Article, the Trustee shall make no such distributions for the benefit of that Trustmaker's spouse from the "Non-Qualified Marital Trust or Share" until the "Qualified Marital Trust or Share" has been at least substantially exhausted.

Section 9. Disclaimer

a. Spousal Disclaimer

It is hereby provided that that Trustmaker's spouse may, at any time within nine (9) months from the date of that Trustmaker's death, disclaim a part or the whole of the assets allocated to the "Marital Trust". The assets as to which any such disclaimer is declared shall be added to and become a part of the "Family Trust", subject, however, to all of the provisions of this Subsection. Any such disclaimer shall comply with the requirements of Section 2518 of



the Code. Nothing herein shall be construed as prohibiting any type or form of disclaimer or renunciation which might be legally effective under the laws of the state having jurisdiction of the probate of that Trustmaker's Will, whether or not any such disclaimer or renunciation shall be a part or the whole of the affected assets. In the event of a disclaimer as aforementioned, the Trustee shall dispose of the affected assets by adding the said assets to the "Family Trust", to be administered and disposed of in accordance thereof.

b. Death of a Trustmaker's Spouse

In the event that that Trustmaker's spouse dies within nine (9) months after that Trustmaker's death without having disclaimed as aforementioned, that Trustmaker's spouse's Personal Representative may file a disclaimer on behalf of that Trustmaker's spouse and that Trustmaker's spouse's estate as to a part or the whole of the assets allocated to the "Marital Trust" as that Trustmaker's spouse's Personal Representative may specify, and in such an event, the Trustee shall dispose of the affected assets by adding the said assets to the "Family Trust", to be administered and disposed of in accordance thereof.

Section 10. Generation-Skipping Transfer Tax Authorizations

a. Special Election

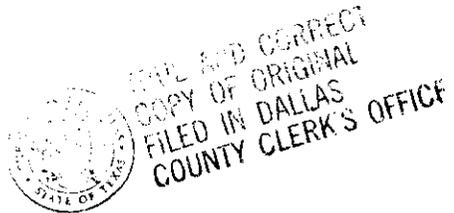
The Trustee has the authority to allocate any portion or all of that Trustmaker's exemption under Section 2631(a) of the Code to any property as to which that Trustmaker is the transferor, including any property transferred by that Trustmaker during that Trustmaker's lifetime as to which that Trustmaker did not make any such allocation prior to that Trustmaker's death, and the Trustee has the authority to make the special election under Section 2652(a)(3)



of the Code, as applicable. If Section 2631(a) or Section 2652(a)(3) of the Code is not interpreted as to allow a Trustee to allocate the said exemption or to exercise the said special election, respectively, then the Trustee is expressly authorized to instruct that Trustmaker's Personal Representative to, as the case may be, allocate the said exemption and to exercise the said special election.

b. Division of the Trust Estate and Allocation of the Exemption

If a Trust or Share hereunder would be partially exempt from the federal generation-skipping transfer tax by reason of an allocation of the federal generation-skipping transfer tax exemption to such a Trust or Share, then before such an allocation, the Trustee may, in the Trustee's discretion, divide such a Trust or Share into two separate Trusts or Shares of equal or unequal value so that one such Trust or Share will have an inclusion ratio of zero and the other such Trust or Share will have an inclusion ratio of one, so as to permit an allocation of the exemption solely to the one Trust or Share which would be entirely exempt from the federal generation-skipping transfer tax. In addition, if a Trust or Share hereunder is entirely exempt or non-exempt from the federal generation-skipping transfer tax and that by adding property to such a Trust or Share would partially subject such a Trust or Share to the federal generation-skipping transfer tax, the Trustee, in the Trustee's discretion, may hold the said property as a separate Trust or Share in lieu of making such an addition. Except as otherwise provided in this Trust, the aforementioned two Trusts or Shares shall have the same terms and conditions, but the Trustee may (i) make different tax elections with respect to each separate Trust; (ii) expend the principal and exercise any other discretionary powers differently with respect to each separate Trust; (iii) invest the principal differently with respect to each separate Trust; and (iv)



take any and all other actions consistent with each separate Trust being separate entities. However, the Trustee shall not make any discretionary distributions from the income or the principal of the exempt Trust or Share to the beneficiaries who are non-skip persons so long as any readily marketable assets remain in the non-exempt Trust or Share.

If the Trustee considers that any distribution from a Trust or Share hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to the federal generation-skipping transfer tax payable by the distributee, the Trustee may increase the distribution by an amount which the Trustee would estimate to be sufficient to pay such a tax, and the Trustee shall charge the same against the Trust or Share to which the tax relates.

If the Trustee considers that any termination of an interest in Trust property hereunder is a taxable termination subject to the federal generation-skipping transfer tax, the Trustee may pay such a tax from the portion of the property as to which the tax relates, without any adjustment of the relative interests of the applicable beneficiaries.

ARTICLE NINE

TRUSTEE AND SUCCESSOR TRUSTEE

Section 1. Nomination and Appointment

a. Named Trustees

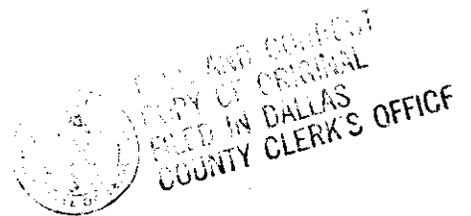
The Trustmakers hereby nominate and appoint, Arnie B. Green and Theo M. Green, as the Trustees of this Trust. In the event that either Arnie B. Green or Theo M. Green is unable or unwilling to serve or to continue to serve in such capacity for any reason, then the other shall



continue as sole Trustee, or, such remaining Trustee can appoint another Trustee to serve with the remaining Trustee, by a written notice. In the event that both Arnie B. Green and Theo M. Green are unable or unwilling to serve or to continue to serve in such capacity for any reason, then the Trustmakers appoint Wayne Watts as the Successor Trustee. In the event Wayne Watts is unable or unwilling to serve or to continue to serve in such capacity for any reason, then David Watts shall become Successor Trustee.

b. Resignation

Any Trustee or Successor Trustee may resign by a written notice, and any such resignation shall become effective thirty (30) days after the later of the delivery of such a written notice to either or both Trustmakers (unless any such Trustmaker is at that time deemed to be disabled or incompetent as defined under Article Six of this instrument, in which case such a delivery shall be to any appointed legal representative of any such Trustmaker, but only if there be one, or to the other Trustmaker, as applicable) and to the next successive Trustee. After the death of the last Trustmaker to die, any Trustee or Successor Trustee may resign by a written notice, and any such resignation shall become effective thirty (30) days after the later of the delivery of such a written notice to all of the then current income beneficiaries who are of legal age (and to the guardians of the then current income beneficiaries who are minors, or are deemed to be disabled or incompetent, as determined under Section (1) of Article Ten of this instrument) and to the next successive Trustee. All of the written notices described in this Article, and elsewhere in this Trust, as applicable, shall be by certified mail, with return receipt requested, and any such notices shall be deemed delivered upon their mailing.



c. Successor Trustee

Anyone shall, upon request, deliver, transfer, and pay over any assets of this Trust to a Successor Trustee upon presentation of the applicable prior Trustee's death certificate, written notice of such prior Trustee's resignation or removal, or written evidence of such prior Trustee's disability or incompetence (as defined in Article Six of this instrument), without any duty on the part of any such third party to inquire further as to these matters, and any such third party may fully rely upon these written instruments from the applicable Successor Trustee and shall be fully protected in dealing with any Trust matter. It is the Trustmakers' DESIRE that Joe Giangulio shall be employed by any/all Successor Trustee(s) as the Trust Estate's Account Representative for the purpose of investing the trust assets as well as advising the Successor Trustee(s) on financial matters concerning the Trust Estate. No Successor Trustee shall be obliged to examine the accounts and actions of any previous Trustee. No Trustee shall be liable for any act or omission of any previous Trustee, unless the same be due to such Trustee's own misconduct or gross negligence. Any Successor Trustee shall become responsible for the Trust Estate only when the same shall be received by the said Successor Trustee, and in determining what constitutes the said Trust Estate, the said Successor Trustee shall only be responsible, in this regard, to make a reasonable inquiry from the Trust records which are available from the prior Trustee.

d. Successor Trustee Appointment

If all of the named Trustees, all of the named Successor Trustees, and all of the appointed Successor Trustees, if any, are unable or unwilling to serve or to continue to serve in such capacity for any reason, thereby requiring the appointment of another Successor Trustee,



then a majority of the then current income beneficiaries who are of legal age (and the guardians of any of the then current income beneficiaries who are minors, or are deemed to be disabled or incompetent, as determined under Section (1) of Article Ten of this instrument) shall appoint a Successor Trustee. In the event a majority of the then current income beneficiaries who are of legal age (and the guardians of any of the then current income beneficiaries who are minors, or are deemed to be disabled or incompetent, as determined under Section (1) of Article Ten of this instrument) shall fail, for any reason, to promptly appoint such a Successor Trustee, the then or last acting Trustee may then apply to a court of proper jurisdiction for such an appointment and for a settlement of account.

Section 2. Compensation and Accounting

a. Compensation

Any Trustee shall be entitled to compensation which is allowed to Trustees by the laws of the State of Texas. Any Trustee shall also be entitled to reimbursement for any expenses necessarily incurred by any such Trustee in the administration of this Trust.

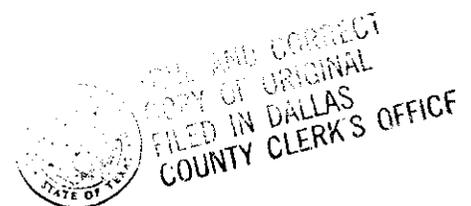
b. Accounting

The Trustee shall render an annual statement of account of receipts and disbursements, upon written request, to any beneficiary who is eligible to receive current income from this Trust. In addition, to the extent allowed by law, the Trustmakers waive any requirement of giving formal or informal notice of any Trust proceedings to any person, such as may be required under the laws of the State of Texas or any other jurisdiction in which the Trustee may



act or qualify. Furthermore, to the extent allowed by law, this Trust shall not be registered in any court, except any such temporary filing or registration as may be required by any court action involving this Trust.

Any statement of account rendered hereunder may be approved (i) by a written notice of approval delivered to the Trustee; (ii) by the failure of any person receiving any such statement of account to express an objection, in writing, to the said account, delivered to the Trustee within ninety (90) days from the date upon which the said account was delivered; or (iii) by a decree of a court of proper jurisdiction. Upon the receipt of any such written notice of approval, or upon the passage of the said period of time within which an objection may be filed, but without which any such objection, in writing, was, in fact, delivered to the Trustee, any such account shall be deemed to be approved, and the Trustee shall be released and discharged as to all of the items, matters, and things set forth in any such account, as if any such account had been settled and allowed by a decree of a court of proper jurisdiction. Any such approval by any such court shall be upon a petition by the Trustee, or by the party objecting to the said account, with notice to any such persons and in such manner as the said court shall determine. In regard to any and all such written instruments, if any applicable beneficiary is disabled or incompetent (whether temporarily or permanently, and as defined under Section (1) of Article Ten of this instrument), the Trustee may use, in the Trustee's discretion, any of the alternatives available to the Trustee under the provisions of Section (1) of Article Ten of this instrument, and any of the said alternatives shall suffice in regard to the approval of any statement, inventory,



or account and shall have the same effect as if any such beneficiary had been of full age, or without disability or incompetency, as the case may be, and as if the said beneficiary had directly approved the said statement, inventory, or account.

Furthermore, any records of this Trust shall, at all reasonable times, be open to the reasonable inspection of the Trustmakers, the aforementioned income beneficiaries, and any such other persons as the Trustmakers or the said income beneficiaries may designate for that purpose.

Section 3. Bond

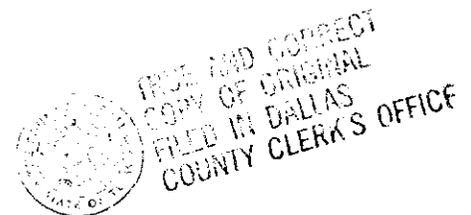
To the extent allowed by law, no Trustee shall ever be required (i) to give any bond or any other security; (ii) to qualify; (iii) to make an accounting to any court under the provisions of any present or future laws of any state or territory, or (iv) to obtain the approval or order of any court in the exercise of any power or discretion herein given (unless otherwise provided in this instrument).

Section 4. Co-Trustee Provisions,

While two or more Trustees are acting, the following provisions shall apply where the context permits (unless otherwise provided in this instrument):

a. Custody of the Assets

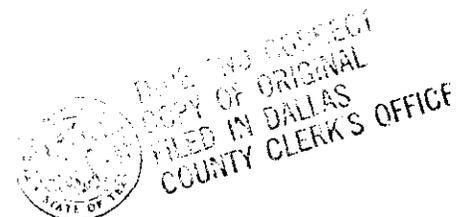
One Trustee may have custody of the Trust Estate and of the books and records of the Trust;



incompetent, but who, by reason of illness, or mental or physical disability (whether temporarily or permanently), is, in the opinion of the Trustee, unable to administer properly such a payment or distribution, then during such time or times, as the Trustee deems advisable, such a payment or distribution shall be made by the Trustee (i) to any such beneficiary directly; (ii) to the legally appointed guardian, conservator, or committee of any such beneficiary; (iii) to a relative or friend of any such beneficiary, for such beneficiary's health, education, maintenance, or support; (iv) to a custodian selected for any such beneficiary under a Uniform Transfers to Minors Act (or similar or successor statute), whether or not the applicable custodian is selected by the Trustee or has already been serving as the said custodian; (v) to directly provide, in any other manner, for such a beneficiary's health, education, maintenance, or support; or (vi) to retain such a payment or distribution in Trust for up to twenty-one (21) years of age of such a beneficiary, in the discretion of the Trustee, and if not otherwise sooner paid or distributed, any such payment or distribution shall be paid or distributed directly to such a beneficiary, or to the estate of such a beneficiary upon the death of such a beneficiary, but the terms and provisions of this alternative are subordinate and shall not apply to any interest under this Trust, in whole or in part, which is deductible from a Trustmaker's respective gross estate under Sections 2055 or 2056 of the Code. Notwithstanding anything to the contrary herein, this specific Section shall not apply when the applicable beneficiary is a Trustmaker.

Section 2. Spendthrift Provision

No disposition, charge, or encumbrance of either the income or the principal of any of the separate Trusts or Shares of this Trust, in whole or in part, by any beneficiary hereunder,



b. Power to Buy and Sell the Assets

Arnie B. Green and Theo M. Green shall have the power to buy or sell any Trust asset, and the power to establish any bank or similar account (including the power to draw on any applicable checks or drafts, and to make any withdrawals from any such account), on his or her sole authority and signature, and without the approval of any other Trustee, but in all other cases, any Co-Trustees must act jointly with each other; and

c. Delegation of Joint Powers

With respect to any matter as to which any Trustees have joint powers, any given Trustee, at any time and from time to time, may delegate any or all of such a Trustee's rights, powers, duties, and discretions (as a Trustee) to any other Trustee or Trustees then serving, with the consent of the latter.

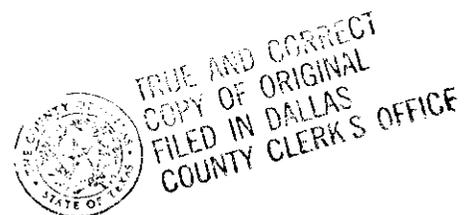
ARTICLE TEN

ADMINISTRATIVE PROVISIONS

The following provisions shall apply to the Trust Estate created hereunder and to each Trust or Share thereof:

Section 1. Disability or Incompetency of a Beneficiary

In the event that the income, or any payment or distribution of principal, from the Trust Estate, or any Trust or Share, becomes payable to a minor, to a person who has been adjudicated incompetent (whether temporarily or permanently), or to a person not adjudicated



by way of anticipation, shall be of any validity or legal effect, or be in any way considered by the Trustee, except for any such beneficiary's right to disclaim. No such income or principal, in whole or in part, shall in any way be payable to any claim of any creditor, by any kind of legal or equitable process (including bankruptcy proceedings), in satisfaction of any debt or liability no matter when incurred in regard to any such beneficiary, except in those cases where the Trustee, in the Trustee's discretion, approves the credit extended and the assignment of such a beneficiary's interest hereunder as collateral therefor. In exercising any such discretion, the Trustee shall ascertain whether or not it would be in the best interest of such a beneficiary that credit be accepted and collateral given. The Trustee is specifically authorized to withhold any payments or distributions that would otherwise be payable to any such beneficiary, in order to enforce the terms and provisions of this Section, but the terms and provisions of this Section are subordinate and shall not apply to any interest under this Trust, in whole or in part, which is deductible from a Trustmaker's respective gross estate under Sections 2055 or 2056 of the Code.

Section 3. Incontestability

If any beneficiary of this Trust, other than a Trustmaker, directly or indirectly shall contest or dispute the validity of this Trust, or any of its provisions, or any amendments thereto, including the dispositions made or provided herein, or the person or persons named as the Trustee or Successor Trustee, either during the Trustmakers' joint lifetime or during the surviving Trustmaker's lifetime or after the death of either or both of the Trustmakers, or maintain before any judicial body that this is not a valid Trust, or seek to cancel or avoid any of the provisions of this Trust, or chooses to take an elective share or elects any other form of

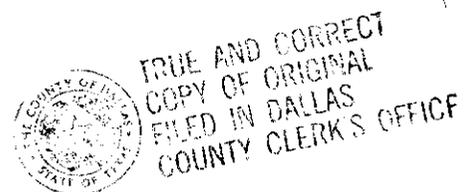


such spousal forced share from any of the Trustmakers' respective estates (probate or otherwise), as applicable, then the Trustmakers revoke absolutely the gift or provision for that person herein contained and declare any such gift or provision void. Any such contesting beneficiary shall be deemed to have predeceased the Trustmakers without leaving any lineal descendants for all purposes in regard to this Trust, and any such gift whatsoever in regard to this Trust shall lapse, but the terms and provisions of this Section are subordinate and shall not apply to any interest under this Trust, in whole or in part, which is deductible from a Trustmaker's respective gross estate under Sections 2055 or 2056 of the Code, provided, however, the said terms and provisions shall apply to the aforementioned elective share or any other form of such spousal forced share.

Section 4. Limitations on a Trustee-Beneficiary

a. General Limitations

Notwithstanding anything to the contrary herein, no individual Trustee who is also a beneficiary hereunder shall have any right, power, duty or discretion hereunder concerning the "Family Trust" if any such right, power, duty or discretion conferred upon any such Trustee acting hereunder is determined to be a general power of appointment under Section 2041 of the Code, which would cause any assets, in whole or in part, of the "Family Trust" to be included in the estate of the said Trustee-beneficiary. Any such right, power, duty or discretion with such an effect shall be null and void with respect to the said Trustee-beneficiary. Furthermore, no Trustee who is under a legal obligation (of any kind) to any beneficiary of this Trust, or to



any other person, shall under any circumstances partake in any decisions relating to any discretionary distributions of income or principal of this Trust which could be used for any such legal obligation to any such beneficiary or other person.

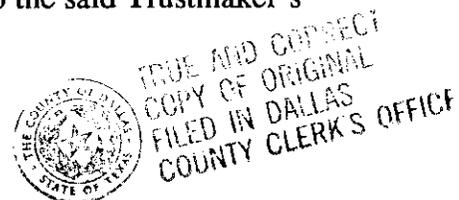
b. Spousal Removal of a Trustee

In the event that a Trustmaker's spouse, while or while not a beneficiary of this Trust, shall request any Trustee to resign, any such Trustee shall resign so the next successive Trustee can serve, or a Successor Trustee can be properly appointed (unless otherwise provided in this instrument).

It is intended that any Trustee acting hereunder shall act as a fiduciary and not as a holder of any powers for any such Trustee's own benefit. Accordingly, and in order to eliminate any negative tax implications which might otherwise be drawn from various broadly worded provisions of this Trust, the following specific restrictions shall apply to any Trustee (except for the Trustmakers) acting hereunder:

1. Affidavit

Any power which a Trustmaker's spouse may have to remove a Trustee is to be exercised only in the furtherance of Trust purposes, and not as a means of improperly influencing the manner in which any discretions granted to any such Trustee may or are to be exercised. Thus, if a Trustmaker's spouse removes any such Trustee under any circumstances which might indicate to the removed Trustee that a substantial purpose of such a removal was to improperly influence the manner in which any discretions granted to the said Trustee (held exclusively by the said removed Trustee) may or are to be exercised, the said Trustee, within thirty (30) days of the receipt of such a notice of removal, shall deliver to the said Trustmaker's

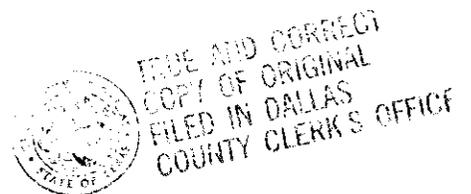


spouse, or whoever gave the said notice, an affidavit which substantiates those circumstances, in which event the said removal shall be void for all purposes unless and until a court of proper jurisdiction has determined that such an alleged improper influence was not, in fact, a factor.

2. Examples of Proper Reasons

A Trustmaker's spouse shall have the power at any time to remove a Trustee, provided there is set forth in such a notice of removal the reason or reasons for such a removal, and the said reason or reasons must be proper in nature (but need not be such as would justify judicial removal), such as:

- i) The said Trustmaker's spouse believes that the expense of administering this Trust can be reduced thereby;
- ii) The said Trustmaker's spouse believes that this Trust could be administered on a more convenient basis in another jurisdiction;
- iii) The said Trustmaker's spouse believes that such a Trustee's services are being adversely affected by the said Trustee's age, health, unavailability, or other similar reasons;
- iv) The said Trustmaker's spouse believes that such a Trustee's reports are not responsive to the needs of the said Trustmaker's spouse; and
- v) A personality conflict, or difference of opinion as to the investment philosophy to be followed in regard to this Trust, has arisen between the said Trustmaker's spouse and such a Trustee.



Section 5. Accrued Income

Any income accrued or undistributed at the termination of any interest under this Trust or any Share thereof, shall be paid by the Trustee as income to the persons entitled to the next successive interest, in the proportions in which any such persons are entitled to take any such interest (unless otherwise provided in this instrument).

Section 6. Minimum Income

No Trustee shall be required to comply with the provisions of any present or future laws of any state or territory which deal with unproductive or under-productive assets, or any minimum income requirements of any kind (unless otherwise provided in this instrument).

Section 7. Rule Against Perpetuities Savings Clause

Notwithstanding anything to the contrary herein, no Trust or Share, in whole or in part, created herein shall continue longer than twenty-one (21) years after the death of the last of all of the beneficiaries hereunder who were living at the death of the first Trustmaker to die. Any such Trust or Share so terminated shall be distributed, outright and free of trust, proportionately to the then current income beneficiaries of the said Trust or Share, in accordance with the amount or amounts called for under the provisions of the said Trust or Share, and in which event any applicable remaindermen shall not be considered as having a vested interest in the said Trust or Share so conveyed.



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ARTICLE ELEVEN

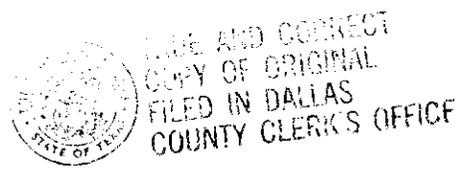
SIMULTANEOUS DEATH PROVISIONS

Section 1. The Trustmakers

If the Trustmakers shall die under such circumstances that there is not sufficient evidence to presumptively determine the order of the death of the Trustmakers, then it shall be presumed that Theo M. Green shall have survived Arnie B. Green, and the Trust Estate shall be administered and distributed in all respects in accordance with such a presumption (unless otherwise provided in this instrument).

Section 2. Other Beneficiaries

If any beneficiary, other than the other applicable Trustmaker, and a Trustmaker shall die under such circumstances that there is not sufficient evidence to presumptively determine the order of the death of the said beneficiary and the said Trustmaker, then it shall be presumed that the said Trustmaker shall have survived the said beneficiary, and the Trust Estate shall be administered and distributed in all respects in accordance with such a presumption (unless otherwise provided in this instrument).



ARTICLE TWELVE

P. BK 94 PG 209

RULES OF INTERPRETATION

Section 1. Construction

The Trustmakers direct that any devises under this instrument shall be construed under the rules of construction relating to devises under a Will as found in the Texas Probate Code, as amended, including, but not limited to, the provisions dealing with general definitions, abatement, advancements, improper distributions, nonpayment of interest, a right of retainer, and the effect of a subsequent marriage or birth.

Section 2. Headings

The headings used in this instrument are for convenience only and shall not be resorted to for any interpretation of this Trust.

Section 3. Miscellaneous

Whenever the context so requires, the masculine shall include the feminine and the neuter, the feminine shall include the masculine and the neuter, the singular shall include the plural, and the plural shall include the singular. If any portion of this Trust is held to be void or unenforceable, the balance of this Trust shall, nevertheless, be carried into effect.



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ARTICLE THIRTEEN

ACCEPTANCE BY THE TRUSTEE

The Trustee acknowledges receipt of the property described in the Schedule A attached hereto, accepts the Trust hereby created, and covenants that the Trustee will faithfully discharge all of the duties and responsibilities of the office under this Trusteeship.

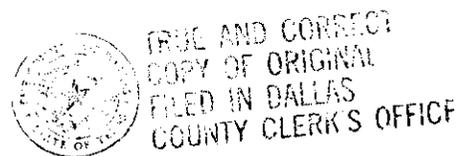
IN WITNESS WHEREOF, Arnie B. Green and Theo M. Green have signed and sealed this Trust Agreement, consisting of sixty-five (65) typewritten pages, including the next page, and have acknowledged and declared it to be the Trustmakers' Trust Agreement, and Arnie B. Green and Theo M. Green have accepted the Trust imposed thereunder, upon the terms and conditions contained therein, on this 30th day of December, 1994.

Arnie B. Green
Arnie B. Green, Trustmaker

Theo M. Green
Theo M. Green, Trustmaker

Arnie B. Green
Arnie B. Green, Trustee

Theo M. Green
Theo M. Green, Trustee



AFFIDAVIT OF PROOF OF TRUST

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

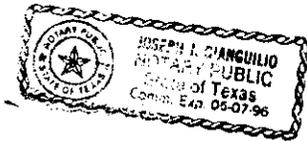
We, Arnie B. Green and Theo M. Green, whose names are signed to the foregoing Trust, being first duly sworn, do hereby declare to the undersigned officer that on the 30th day of December, 1994, we, the Trustmakers signed, sealed, acknowledged and declared the foregoing instrument as our Trust Agreement; that we signed the instrument as our free and voluntary act for the purposes therein expressed; and that we were at that time eighteen (18) or more years of age, of sound mind, and under no constraint or undue influence.

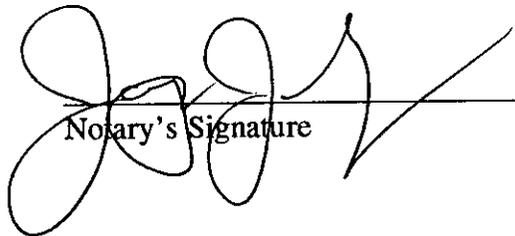

Arnie B. Green, Trustmaker

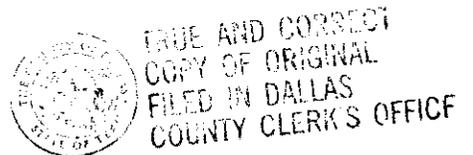

Theo M. Green, Trustmaker

On the 30th day of December, 1994, before me the undersigned authority, personally appeared Arnie B. Green and Theo M. Green, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.




Notary's Signature



SCHEDULE A

P BK 94 PG 212

The following is a description of the original assets of THE ARNIE B. AND THEO M. GREEN REVOCABLE TRUST.

All of the Trustmakers' jewelry, wearing apparel, personal effects, furniture, furnishings, rugs, books, papers, pictures, prints, paintings, objects of art, silverware, china, glass, linens, other household effects and supplies, and all other unregistered tangible personal property of whatsoever description and wheresoever situated.

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EXHIBIT "A"

Trustmaker Arnie B. Green

SCHEDULE OF SEPARATE PROPERTY

(Will Become a Part of the "Family Trust"
if Trustmaker Arnie B. Green
is the First Trustmaker to Become Deceased)



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EXHIBIT "B"

P BK 94 PG 214

Trustmaker Theo M. Green

SCHEDULE OF SEPARATE PROPERTY

(Will Become a Part of the "Family Trust"
if Trustmaker Theo M. Green
is the First Trustmaker to Become Deceased)

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2001 248 00113

**FIRST AMENDMENT TO THE ARNIE B. AND THEO M. GREEN
REVOCABLE TRUST**

WHEREAS, under the date of December 30, 1994, an original Trust Agreement, known as The Arnie B. and Theo M. Green Revocable Trust, was made and entered into by and between Arnie B. Green and Theo M. Green, as the Settlor (and hereinafter referred to in the first person), of Dallas County, Texas and Arnie B. Green and Theo M. Green, as the Trustees (and hereinafter referred to as "my Trustee"), of Dallas County, Texas; and

Pursuant to Article Two, Section One, the Trust Agreement specifically reserves the right of the Settlor to revoke and amend the Trust Agreement, in whole or in part, at any time during the Settlor's joint lifetime or during the surviving Settlor's lifetime.

(i) NOW, THEREFORE, it is agreed by the Settlor and the Trustees that Article Eight, Section Five, of said agreement shall cease to be effective as of the date of this Amendment and that the following shall be substituted therefor and shall hereafter be known as Article Eight, Section Five, of the agreement entered into by the parties on December 30, 1994:

**ARTICLE EIGHT
DISTRIBUTION UPON THE DEATH OF A TRUSTMAKER**

Section 5. Distribution Upon the Second Death

Upon the death of that Trustmaker's spouse or upon that Trustmaker's death, if that Trustmaker's spouse failed to survive that Trustmaker, the Trustee shall combine the remaining balance of that Trustmaker's share of the Trust Estate, if any, the "Marital Trust", if any, and the "Family Trust", if any, which shall henceforth constitute the Trust Estate, and the Trustee shall distribute the principal and the accumulated income, if any, of the Trust Estate to the following beneficiaries as indicated below:

a. Cash Bequests

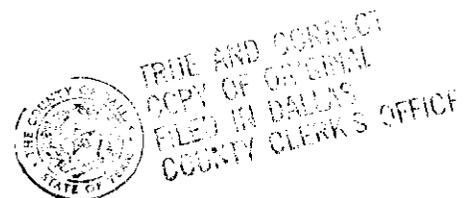
The Trustee shall immediately distribute the sum of Fifteen Thousand Dollars (\$15,000) cash, outright and free of trust, to EACH of the following beneficiaries: Nora Cheyerl Patten and Vickie Renee Hoskins. In the event that Nora Cheyerl Patten or Vickie Renee Hoskins is not living, the Trustee shall distribute the deceased beneficiary's cash bequest to the survivor thereof. In the event that Nora Cheyerl Patten and Vickie Renee Hoskins both are not living, this bequest shall lapse and said cash shall be distributed as part of the residual Trust Estate as hereinafter provided.

b. Special Bequests

None

c. Special Devises

None



**FIRST AMENDMENT TO THE ARNIE B. AND THEO M. GREEN
REVOCABLE TRUST**

Page Two

d. Residual Trust Estate

The remaining Trust Estate shall be allocated in equal shares to the following beneficiaries:

Nora Cheyerl Patten
Vickie Renee Hoskins

The Trustee shall place Nora Cheyerl Patten and Vickie Renee Hoskins' fractional shares of the remaining Trust Estate into a separate and distinct trust for the benefit of said beneficiary. The Trustee shall make distributions of principal and any accumulated income, if any, outright and free of trust, to each beneficiary from their Share or Trust as follows:

One-third (1/3) five (5) years following the death of the surviving Trustmaker;
One-half (1/2) of the remaining balance five (5) years following the date of the initial distribution; and
The remaining balance ten (10) years following the date of the initial distribution.

The Trustee may make discretionary distributions of income and/or principal to each of the named beneficiaries from her Share or Trust so retained in addition to the above distributions, as the Trustee believes desirable for the health, education, maintenance, or support of the said beneficiary, after considering all of the circumstances and factors deemed pertinent by the Trustee. Any undistributed net income shall be accumulated and added to the principal of the applicable Share or Trust for said beneficiary.

Each beneficiary shall receive discretionary distributions from their Share or Trust independently of any other beneficiary's distributions.

In the event that Nora Cheyerl Patten or Vickie Renee Hoskins is not living, or passes away prior to receiving final distribution of her Share or Trust, the balance of the deceased beneficiary's Share or Trust shall be distributed to the survivor thereof, subject to the trust distribution provisions as set forth in this Section.

Notwithstanding anything to the contrary contained in this instrument or elsewhere, the Settlers specifically state that no property under this Trust Agreement shall pass or be distributed to their daughter, Danielle Danice Walker, for reasons best known to the Settlers. The Settlers hereby declare that such omission is intentional and not occasioned by accident or mistake.



**FIRST AMENDMENT TO THE ARNIE B. AND THEO M. GREEN
REVOCABLE TRUST**

Page Three

(ii) NOW, THEREFORE, it is agreed by the Settlers and the Trustees that Article Eight, Section Seven, of said agreement shall cease to be effective as of the date of this Amendment and that the following shall be substituted therefor and shall hereafter be known as Article Eight, Section Seven, of the agreement entered into by the parties on December 30, 1994:

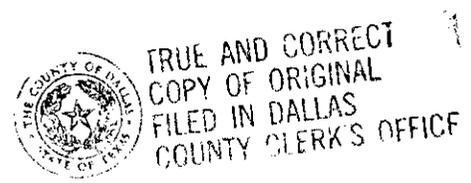
**ARTICLE EIGHT
DISTRIBUTION UPON THE DEATH OF A TRUSTMAKER**

Section 7. Catastrophic Distribution

In the event that none of the beneficiaries set forth herein are surviving at the time that the first Trustmaker to die's interest in the Trust Estate is to vest, then, upon the latter of the death of the last Trustmaker to die and the death of the last surviving beneficiary, the then remaining Trust Estate shall be distributed one-half (1/2) to Arnie B. Green's heirs-at-law (excluding, however, his daughter, Danielle Danice Walker) and one-half (1/2) to Theo M. Green's heirs-at-law (excluding, however, her daughter, Danielle Danice Walker) in which the identity of such heirs shall be determined under the laws of the State of Texas as though the last Trustmaker to die had died at the time of the death of the last surviving beneficiary.

This Amendment shall revoke and alter Article Eight, Section Five, AND Article Eight, Section Seven, but shall have no effect on the remainder of the Trust Agreement or any other sections not specifically altered herein.

The undersigned, as Settlers, confirm this agreement and Declaration of Trust, known as The Arnie B. and Theo M. Green Revocable Trust dated December 30, 1994, reserving the right as Settlers to further amend or revoke the said Trust or this Amendment.



FIRST AMENDMENT TO THE ARNIE B. AND THEO M. GREEN REVOCABLE TRUST

Page Four

IN WITNESS WHEREOF, the Settlers and the Trustees have hereunto set their hands on this 25th day of February, 1999.

[Signature of Arnie B. Green]
Arnie B. Green, Settlor

[Signature of Ronnie Cohen]
Witness

[Signature of Jill White]
Witness

[Signature of Theo M. Green]
Theo M. Green, Settlor

[Signature of Ronnie Cohen]
Witness

[Signature of Jill White]
Witness

[Signature of Arnie B. Green]
Arnie B. Green, Trustee

[Signature of Ronnie Cohen]
Witness

[Signature of Jill White]
Witness

[Signature of Theo M. Green]
Theo M. Green, Trustee

[Signature of Ronnie Cohen]
Witness

[Signature of Jill White]
Witness

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

On this 25th day of February, 1999, before me, the undersigned, a Notary Public, personally appeared, Arnie B. Green and Theo M. Green, as Settlers and Trustees, to me known to be the same persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

[Signature of Notary Public]
Notary Public

My Commission Expires:
JOSEPH J. GIANGIULIO
Notary Public, State of Texas
My Commission Expires 05-07-00

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**SECOND AMENDMENT TO
ARNIE B. AND THEO M. GREEN REVOCABLE TRUST**

This SECOND AMENDMENT OF TRUST is executed this 30th day of May, 2001, by ARNIE B. GREEN and THEO M. GREEN, as Settlers and by ARNIE B. GREEN and THEO M. GREEN, as Trustees; sometimes hereinafter referred to in the first person.

WHEREAS, on December 30, 1994, a certain Trust Agreement known as the ARNIE B. and THEO M. GREEN REVOCABLE TRUST was executed by us, as Settlers and as Trustees (the "Trust Agreement"); and this Trust Agreement was subsequently amended by that certain First Amendment dated February 25, 1999; and

WHEREAS, pursuant to the provisions of **Article Two, Section One** of the Trust Agreement, while we are both living and not incapacitated, we reserved the right to modify the Trust Agreement by an instrument in writing delivered to the Trustee;

NOW, THEREFORE, we hereby amend the Trust Agreement as follows:

I.

Paragraph (a) of Section 1, Article Nine, appearing on pages 49 and 50 are hereby deleted in its entirety and the following new Paragraph (a) Section 1 of Article Nine is substituted in its place:

a. Named Trustees.

The Trustmakers hereby nominate and appoint, ARNIE B. GREEN and THEO M. GREEN, as the Trustees of this Trust. In the event that either ARNIE B. GREEN or THEO M. GREEN is unable or unwilling to serve or to continue to serve in such capacity for any reason, then the other shall continue as sole Trustee, or, such remaining Trustee can appoint another Trustee to serve with the remaining Trustee, by a written notice. In the event that both ARNIE B. GREEN and THEO M. GREEN are unable or unwilling to serve or to continue to



serve in such capacity for any reason, then the Trustmakers appoint SANTA FE TRUST, INC. as the Successor Trustee.

II.

We hereby ratify and confirm our Trust Agreement in all other respects.



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IN WITNESS WHEREOF, this Second Amendment was executed on the day and year first above written.



ARNIE B. GREEN, Settlor



THEO M. GREEN, Settlor



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COUNTY CLERK'S OFFICE

ACKNOWLEDGMENT

The undersigned, ARNIE B. GREEN AND THEO M. GREEN, are the duly acting Trustees under the aforesaid Trust Agreement, and that they have received a copy of the within Second Amendment of Trust this 30th day of May, 2001.

Arnie B. Green

ARNIE B. GREEN, Trustee

Theo M. Green

THEO M. GREEN, Trustee

THE STATE OF MISSISSIPPI

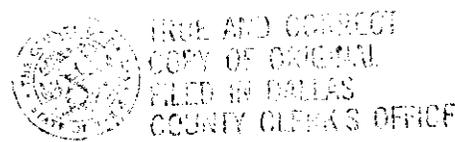
COUNTY OF De Soto

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared ARNIE B. GREEN and THEO M. GREEN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of May, 2001.

Wanda B G
Notary Public

My Commission Expires August 10, 2001



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FILED

PK 94 PG 223

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EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY



Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

DEC 21 2001



Earl Bullock
COUNTY CLERK, Dallas County, Texas

THE STATE OF TEXAS
COUNTY OF DALLAS
I hereby certify that the above and foregoing is a true and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page stamped thereon. I hereby certify on



Earl Bullock
COUNTY CLERK, Dallas County, Texas
By *Donna M. Wade*
Deputy

RETURN TO:

NAME Joseph Giangulio, CPA

ADDRESS 7557 Rembert Rd #409

CITY Dallas TX 75231

(214) 769-8228