

REVOCABLE LIVING TRUST AGREEMENT

THIS TRUST AGREEMENT is made this 22 day of April, 1997, between A. J. WILLIAMS, as Settlor, and A. J. WILLIAMS, as Trustee. By execution of this Agreement the Settlor transfer to the Trustee the property described in Schedule A and the Trustee accepts such property as the initial trust estate. The Trustee shall hold and dispose of the trust estate upon the terms of trust set forth in this Agreement. The Settlor specifically states that his property is his sole and separate property and that no one other than the Settlor has any interest whatsoever therein. Settlor further states that the provisions of the Trust dispose of all of Settlor's property and that anyone not otherwise provided for herein are omitted by intention regardless of the nature or length of any relationship with the Settlor. This Trust is made of three parts and Schedule A. PART ONE disposes of the trust estate and consists of pages 1-1 to 1-5. PART TWO relates to the trusteeship and consists of pages 2-1 to 2-2. PART THREE contains definitions, powers for the Trustee and other formal provisions and consists of pages 3-1 to 3-13.

PART ONE

DISPOSITION OF THE TRUST ESTATE

ARTICLE 1-1: NAME.

This Trust shall be known as the A. J. WILLIAMS NEVADA TRUST.

ARTICLE 1-2: STATEMENT AS TO FAMILY.

The Settlor is married to ELIZABETH WILLIAMS. The Settlor's children now living are ANNETTE MARIE HOPKINS, KATHLEEN ELIZABETH SERRANO, STEPHANIE MICHELLE MESSINA, and CHARLES PAUL WILLIAMS.

ARTICLE 1-3: DISPOSITION DURING SETTLOR'S LIFE.

1-3.1 Income and Principal. While the Settlor is living, the net income, if any, and the principal shall be disposed of as the Settlor may direct the Trustee from time to time by writings signed by the Settlor and delivered to such Trustee. If the Settlor is incapacitated, the Trustee or Trustees shall, while such incapacity continues, apply such amount or amounts of the net income or principal toward the health, support, maintenance and comfort of the Settlor as such Trustee may determine without regard to the recipient's other means. The Trustee shall follow as its standard in making such distributions the standard of living which the Settlor enjoyed immediately prior to any incapacity.

ARTICLE 1-4: SURVIVORSHIP.

Any beneficiary who shall not be living sixty (60) days after the death of the Settlor shall be deemed to have predeceased Settlor. This provision shall not limit the effectiveness of any successor Trustee.

ARTICLE 1-5: DISTRIBUTION OF ESTATE ON DEATH OF THE SETTLOR.

1-5.1 Division of Estate Into Exempt and Non-Exempt Shares. On the death of the Settlor, the Trustee shall divide the residuary trust estate into two (2) shares: one share that is exempt for federal generation-skipping transfer tax purposes ("Exempt Share") and a second share consisting of the balance of the Trust Estate ("Non-Exempt Share"). The Exempt share shall consist of assets from the Trust equal in value to the amount of any GST exemption of the Settlor. Each such share shall be distributed as set forth herein.

1-5.2 Tax Apportionment. All estate, inheritance and similar death taxes attributable to the trust estate and occasioned by the death of the Settlor shall be paid by, charged to and

recovered from the persons (including trusts) receiving taxable benefits under this document on a pro rata basis. Notwithstanding the preceding sentence, if any trust established upon the death of the Settlor has been divided into an Exempt and Non-Exempt share, for generation skipping transfer tax purposes, all estate inheritance or similar death taxes, but not generation skipping transfer taxes, occasioned by the Settlor's death and attributable to such trusts shall be paid out of and charged against the Non-Exempt portion of the trust and to the extent such trust is insufficient, then from the Exempt portion. The preceding sentence shall not apply if charging and paying such taxes as provided herein increases the inclusion ratio of the Exempt Trust.

All generation skipping transfer taxes attributable to a direct skip occasioned by the Settlor's death and with respect to which such Settlor is the transferor shall be paid by the Trustee out of and charged against the property constituting the transfer as provided in Code Sections 2603(a)(3) and 2603(b). All generation skipping transfer taxes attributable to a taxable distribution occurring with respect to any trust established hereunder shall be paid by the transferee thereof as provided in Code Sections 2603(a)(1) and 2603(b), and all generation skipping transfer taxes attributable to a taxable termination occurring with respect to any trust established hereunder shall be paid by the Trustee and charged against the property constituting the transfer as provided in Code Sections 2603(a)(2) and 2603(b).

All estate, inheritance, or similar death taxes occasioned by the death of the Settlor, but not attributable to the trust estate shall be paid by, charged to, and recovered from the persons (including trusts) receiving taxable benefits therefrom, on a pro rata basis.

1-5.3 Disposition of Exempt Share. The Trustee shall distribute the Exempt Share to a separate trust for the benefit of _____ to be held, administered, and

1-5.4 Disposition of Non-Exempt Share.

ARTICLE 1-6: PROVISIONS FOR DISTRIBUTION OF EXEMPT SHARE.

1-6.1 Payments to Beneficiary During Life.

1-6.2 Limited Power of Appointment.

1-6.3 Termination.

ARTICLE 1-7: CONTINGENT DISPOSITION.

If at any time before full distribution of the trust estate Settlor and all beneficiaries herein are deceased and all of the Settlor's issue are deceased and no other disposition of the property is directed by this instrument, the remaining portion of the trust shall then be distributed to

ARTICLE 1-8: REVOCATION DURING SETTLOR'S LIFETIME.

1-8.1 Revocation. During the lifetime of the Settlor, this Trust may be revoked in whole or in part with respect to any property by an instrument in writing signed by the Settlor and delivered to the Trustee. On revocation, the Trustee shall within ten (10) days deliver to the Settlor all or the designated portion of the trust assets, which shall be the property of the Settlor and which shall be held and administered by the Settlor. If this instrument is revoked with respect to all or a

major portion of the assets subject to the instrument, the Trustee shall be entitled to retain sufficient assets reasonable to secure payment of liabilities lawfully incurred by the Trustee in the administration of the trust, including Trustee's fees that have been earned, unless the Settlor shall indemnify the Trustee against loss or expense. This Trust may not be revoked by anyone other than the Settlor, notwithstanding any Durable Power of Attorney.

1-8.2 Amendment. The Settlor may at any time during Settlor's lifetime amend any of the terms of this instrument by an instrument in writing signed by the Settlor and delivered to the Trustee. No amendment shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it. If a Trustee is removed, the Settlor shall pay to the Trustee any sums due. This Trust may not be amended by anyone other than the Settlor, notwithstanding any Durable Power of Attorney.

PART TWO

TRUSTEESHIP

ARTICLE 2-1: RESIGNATION:

Any Trustee may resign at any time by delivering written notice to the Settlor, or after the Settlor's death, to all of the beneficiaries, and to any other Trustee then acting. Any such resignation shall become effective thirty (30) days after delivery or any such other date as the Trustee and the Settlor, or the beneficiaries, may agree.

ARTICLE 2-2: REMOVAL:

2-2.1 During Life of Settlor. During the Settlor's lifetime, the Settlor may remove any Trustee by delivering written notice to the Trustee. Such removal shall become effective ten (10) days after such delivery or at such other date as the Trustee and the Settlor may agree.

2-2.2 After Death of Settlor. After the death of the Settlor, any Corporate Trustee may be removed by unanimous consent of the beneficiaries.

2-2.3 No Cause Necessary. Any Trustee which may be removed under the preceding provisions may be removed without cause and without notice of any reason.

ARTICLE 2-3: TRUSTEESHIP.

2-3.1 Vacancy in Trusteeship. In the event of the death or incapacity of Settlor, CLAIRE REIS BENEZRA shall become Trustee. If any individual named above for any reason fails to qualify or ceases to act, CHARLES P. WILLIAMS and GERARDO BORREGO shall become Co-Trustees. If either CHARLES P. WILLIAMS or GERARDO BORREGO for any reason fail to qualify or cease to act, the remaining individual shall become sole Trustee. If both

2-3.2 Trustee of Continuing Trust for

ARTICLE 2-4: VACANCY IN CORPORATE TRUSTEESHIP.

If a corporate Trustee is removed or for any reason fails to qualify or ceases to act, a majority of the beneficiaries or their legal guardians shall appoint a successor corporate Trustee by a writing within a thirty-day period following the date the corporate Trustee fails to qualify or ceases to act. In the event no successor corporate Trustee is so appointed within such thirty-day period, then any beneficiary or their legal guardians may petition the appropriate court where the trust's administrative situs is situated, ex parte, to name a successor Trustee, preferably, but not limited to, a corporation. By making such appointment such court shall not thereby acquire any jurisdiction over the trust estate or this Agreement, except to the extent necessary for the making of such appointment.

PART THREE

FORMAL PROVISIONS

ARTICLE 3-1: DEFINITIONS APPLYING TO THIS AGREEMENT.

3-1.1 Trustee, Pronouns, Singular and Plural Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the word "Trustee" and the pronoun "it" in reference to Trustee always refer interchangeably to the male or female person or persons or to the institution or to any combination of them then holding the trusteeship. Any pronoun used in the masculine, feminine or neuter shall be interpreted as the context requires; and words used in the singular shall denote the plural and words used in the plural shall denote singular when the context so requires. "Trustee" also refers to any successor alternate trustee, including corporations which succeed another corporation by merger, consolidation, change of name or otherwise, and the appointment of a corporate trustee shall be deemed to include appointment of its corporate successor. Any corporate trustee shall be a corporation organized under the laws of any state or of the United States, authorized by law to administer trusts, maintaining a full time trust department and having a combined capital and surplus of at least Ten Million Dollars (\$10,000,000.00). All successors or alternate trustees shall have the same powers, authorities, obligations and limitations as the original trustee unless other provisions specifically provide to the contrary.

3-1.2 Adopted Children. A child legally adopted by any person and any descendant of such child by blood or adoption shall be considered a child or the descendant of such persons or the descendant of such person's ancestors.

3-1.3 Child in Being. A child in gestation who is later born alive shall be considered as a child in being throughout the period of gestation.

3-1.4 Trust Estate. During the lifetime of the Settlor, the trust estate shall consist of the property described in Schedule A, and any other property which may be added to the trust estate by the Settlor or by any other persons and any income on such property. After the death of the Settlor, the trust estate shall consist of the property described in Schedule A and the proceeds of any life insurance policies payable to the Trustee together with any other property which may be added to the trust estate during the lifetime of or after the death of the Settlor, by transfer during life or by Will, by the Settlor or by others, and any income on such property.

3-1.5 Right of Representation. Any distribution "by right of representation" shall require division of such assets into as many equal shares as there are living children of the relevant individual, if any, and deceased children of such individual who leave issue then living (even if all of said children are then deceased). Each living child shall be allocated one share, and the share of each deceased child who leaves issue then living shall be divided in the same manner.

3-1.6 Residuary Trust Estate. The trust estate remaining in the Trustee's hands after taking certain actions authorized under Article 3-6 is referred to as the "residuary trust estate."

3-1.7 Beneficiary. Unless the context indicates otherwise, in PARTS TWO and THREE word "beneficiary" shall mean any beneficiary then eligible to receive current income. If any such beneficiary is a minor or under a disability irrespective of whether legally so adjudicated, then the guardian, conservator, or person with whom the beneficiary resides shall act for the beneficiary for all purposes in such parts.

3-1.8 Accumulations. Any net income of any trust in any trust accounting year which is not disposed of by the terms of such trust shall be accumulated and become a part of trust principal.

3-1.9 Termination. Unless sooner terminated by other provisions of the Agreement, a trust will terminate if all principal is paid out under mandatory or discretionary powers granted in such trust, or if the Trustee considers that the expenses of administration in continuing a trust are greater than its assets warrant, or twenty-one (21) years after the death of the last survivor of any beneficiary with any kind of an interest under this Agreement who is living at the execution date of this Agreement, whichever shall occur first.

ARTICLE 3-2: ADDITIONS AND LIMITATIONS.

3-2.1 Additions to the Trust. The Settlor may add to the Trust by deed, Will, life insurance beneficiary provisions, or otherwise. With the written approval of the Trustee, other persons may add to the trust or any separate trust established under this Agreement. Hereafter, the Settlor or any person transferring property to the Trustee pursuant to this Trust Agreement, and the Trustee in its accounting, shall indicate the status of the property, whether community or separate, and such property shall retain that status in this Trust unless the Settlor shall otherwise direct in writing.

3-2.2 Limitation on Disposition by Will. The Settlor, during his or her life, is retaining his or her respective rights under law to the trust property, including but not limited to, the right to dispose of his or her interest in any trust property by Will. However, the Settlor does not wish to inadvertently will his or her interest in any trust property, and, therefore, agrees that his or her interest in the trust property shall not pass by virtue of any Will hereafter executed, unless said Will specifically states that it is disposing of said interest in the trust property.

ARTICLE 3-3: RIGHTS AND RESPONSIBILITIES REGARDING LIFE INSURANCE.

3-3.1 Settlor's Rights. All incidents of ownership (including without limitation the right to change the beneficiaries, surrender or cancel, borrow upon, receive dividends, and to make any election to exercise any option) in any life insurance policy payable to the Trustee shall be retained by and for the sole benefit of the Settlor, and shall be exercisable without notice to or consent by the Trustee or any trust beneficiary.

3-3.2 Premiums and Safekeeping. The responsibility to pay premiums on policies payable to the Trustee shall rest solely with the Settlor. During the lifetime of the Settlor, the

Trustee shall be under no obligation with respect to such policies except to hold the policies delivered to it and to deliver such policies upon the written request of the Settlor.

ARTICLE 3-4: COLLECTION OF LIFE INSURANCE PROCEEDS.

Upon the death of a Settlor, the Trustee shall collect the net proceeds of policies on the life of the Settlor which are then payable to the Trustee. Payment to the Trustee by an insurance company of the proceeds of any such policies, and receipt of and release from the Trustee for such proceeds, shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Agreement or see to the application of such payments. The Trustee may, and upon being indemnified to its satisfaction against all costs and expenses so incurred shall, prosecute and maintain any litigation necessary to enforce payment of such policies.

ARTICLE 3-5: AUTHORIZED ACTIONS AFTER SETTLOR'S DEATH.

3-5.1 Taxes, Debts and Expenses. After the Settlor's death, the Trustee shall follow any directions of the personal representative of the Settlor's domiciliary probate estate regarding payment of any death taxes, debts and other expenses which are enforceable against the Settlor's probate estate. If such personal representative fails to furnish any such directions or if no such personal representative is appointed, then the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against the Settlor's probate estate, the expenses of the Settlor's last illness and funeral, the expenses of administering the Settlor's estate, and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of the Settlor's death.

3-5.2 Method of Payment. In carrying out the provisions of this Article, the Trustee shall have without limitation, discretion to make direct payment in whole or in part, or to make direct payment to the Settlor's personal representative to enable such personal representative to make payment, in whole or in part, or to make any other provisions for the payment.

3-5.3 No Reimbursement Required. The Trustee shall be under no duty to seek reimbursement for payments made under this Article from the Settlor's personal representative, any beneficiary of insurance or any other person.

3-5.4 Purchase and Loans to Probate Estate. After the Settlor's death the Trustee shall have discretion to purchase any assets from the Settlor's probate estate at fair market value or to loan funds to the Settlor's probate estate.

3-5.5 Nature of Authority. Proceeds of insurance on the Settlor's life shall not be used for the purposes of 3-5.1 except to the extent that other assets of the trust estate are insufficient. This Article shall not confer on any third party any rights over the proceeds of life insurance.

ARTICLE 3-6: PROVISIONS RELATING TO S CORPORATION STOCK

If any irrevocable trust established hereunder holds stock in one or more S Corporations, the Settlor intends that such trust qualify as a Subchapter S Trust under Code §1361. Notwithstanding any other provision of this document to the contrary, the following provisions shall apply to such irrevocable trust:

3-6.1 Distribution of Income. All of the income of such irrevocable trust shall be distributed at least quarterly to one individual who is a citizen or resident of the United States. If the individual is a minor, distribution shall be made to the minor's natural guardian as Custodian under the Nevada Uniform Transfers to Minors Act.

3-6.2 Income Beneficiary. There shall be only one income beneficiary of such irrevocable trust.

3-6.3 Termination of Income Interest. The income beneficiary's income interest shall end on the earlier of the beneficiary's death, or the irrevocable trust's termination by its terms.

3-6.4 Disposition on Termination. If the irrevocable trust ends during the income beneficiary's lifetime, the Trustee shall distribute all of the irrevocable trust's asset to such beneficiary, outright.

3-6.5 Division of Assets. If the irrevocable trust has one beneficiary but contains both S Corporation Stock and other assets, the Trustee shall divide the irrevocable trust into two trusts, one such trust funded with the S Corporation stock and the other such trust funded with the other assets. Each trust shall constitute a separate and independent trust. The trust funded with the S Corporation stock shall be administered in accordance with Paragraphs 3-6.1 through 3-6.4 above, and the other trust shall be administered in accordance with its terms.

3-6.6 More than One Income Beneficiary. If the irrevocable trust has more than one income beneficiary, the Trustee shall divide the S Corporation stock into as many equal shares as there are income beneficiaries of the irrevocable trust. Each share shall constitute a separate and independent trust and shall be administered for one such income beneficiary in accordance with Paragraphs 3-6.1 through 3-6.4 above. The other assets of the irrevocable trust, if any, shall be administered in accordance with its terms.

3-6.7 Other Provisions. (i) My Executor is hereby directed and authorized to hold stock of an S Corporation, as defined in the Code (hereinafter "S Stock"), to make an election to have any corporation treated as an S Corporation, to enter into agreements with other Shareholders or with the corporation relating to transfers of S Stock or the management of the S Corporation, and to allocate amounts received and the tax on undistributed income between income and principal. During the administration of my estate, my Executor may allocate the tax deductions and credits arising from ownership of S Stock between income and principal. In making any such allocations, my Executor shall consider that the beneficiary is to have enjoyment of the property at least equal to that ordinarily associated with an income interest and in all events

shall provide the required beneficial enjoyment to the beneficiary until such time as the S Stock is distributed to him or her.

(ii) Any beneficiary of my estate who receives stock in an S Corporation as part of his or her distribution shall, prior to such distribution, enter into a written agreement with said S Corporation (A) to consent to any election to qualify the S Corporation as such; (B) to do nothing to interfere with the S Corporation's maintaining its status as such; (C) not to transfer the S Stock to any transferee who does not agree to execute a similar consent; (D) not to transfer the S Stock in such manner as will cause the S Corporation to lose its status as an S Corporation under the then applicable federal and state income tax statutes and regulations; and (E) if S status is inadvertently terminated, to join in any endeavor to obtain a waiver of the terminating event on the grounds of inadvertency from the Internal Revenue Service if the S Corporation or any Shareholder desires that the S status should continue.

(iii) Any S Stock distributed to a beneficiary shall bear an appropriate legend on the stock certificate stating that the transfer, pledge, assignment, hypothecation or other disposition of the stock is subject to and restricted to the extent set forth in subparagraph (ii) above.

ARTICLE 3-7: PROVISIONS RELATING TO THE TRUSTEE.

3-7.1 Trustee's Basic Duties. During the term of the Trust the Trustee shall hold, manage, invest and reinvest the trust estate, collect the income and profits from it, pay the necessary expenses of trust administration and distribute the net income and principal as provided in PART ONE.

3-7.2 Compensation. The Trustee shall be entitled to reasonable compensation for its services. With respect to any corporate trustee, such compensation shall be comparable to charges for similar services made from time to time by corporate trustees in the geographic area in which the Trust has its principal situs of administration. With respect to any individual Trustee, such compensation shall be commensurate with the services actually performed. The Trustee shall also be entitled to reimbursement for expenses necessarily incurred in the administration of the trust estate.

3-7.3 Bond. No bond or surety on bond shall be required for any Trustee.

3-7.4 Waiver of Accounting. No Trustee need examine the accounts, records and acts of any previous trustee or of the personal representative of the Settlor's probate estate.

3-7.5 No Active Court Supervision. Unless in conflict with applicable local law, the Trust shall be administered free from the active supervision of any court.

3-7.6 Delegation. A Trustee may, by a writing, delegate any powers and discretion to another trustee for a period of one (1) year or less at any time and may renew such delegation from time to time; provided always, that any powers and discretion vested exclusively in any particular Trustee by specific provisions in this Agreement shall not be delegated.

3-7.7 Trustee Who is Also Beneficiary. Regardless of any other provisions of this Trust instrument, in the event any person acting as a Trustee or co-trustee hereunder also has a beneficiary interest in a trust hereunder of any nature, said Trustee shall be subject to a strict fiduciary duty to treat all beneficiaries equitably in all matters relating to administration of that trust, including any matter in which the Trustee has discretion. Powers held by a beneficiary-trustee in a fiduciary capacity shall not be construed as in any way increasing, limiting, or in any other way affecting the beneficial interest in said trust of that person. Said beneficiary-trustee shall expressly have no power to deal with any trust hereunder for less than full and adequate consideration, to borrow from any trust hereunder without adequate interest or security, or to acquire or retain in any trust hereunder a wasting asset, asset with a limited economic life, or obligation issued at a premium or discount without an adequate charge against income for depletion, amortization, or amortization of such premium or discount.

ARTICLE 3-8: POWERS OF TRUSTEE.

3-8.1 Powers Conferred by Law. The Settlor confirms that the Trustee has all the powers conferred by law, which the Settlor incorporates in the Trust as the law exists on the date of the trust, except as other provisions of the trust specifically provide to the contrary. In administering the Trust, the Trustee may exercise such powers and the following powers:

3-8.2 Specific Powers. To hold, retain, manage, partition, invest, reinvest, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, contract, distribute in cash or kind or partly in each at fair market value on the date of distribution and without requiring pro rata distributions of specific assets, hold in nominee form, carry out agreements, insure against unusual risks, and to abandon, settle or contest claims;

3-8.3 Invest. To invest, reinvest and, to the extent deemed advisable by the Trustee, to keep invested, the assets of the trust estate, however derived, in stocks (common and preferred, and including shares in investment companies, investment trust or mutual funds or margin or other leveraged accounts and to short sell such accounts and to buy, sell and write stock and other security options), bonds, debentures, notes or any other type of securities, interests, assets or property, whether real or personal, or in shares or units of participation in common trust funds, or to participate in making investments with others, all without regard to diversification or to whether or not the securities, interest, asset or property so purchased or acquired is legal for trust fund investment under the constitution, statutes or laws of the state in which the Trust shall have its principal situs of administration or elsewhere;

3-8.4 Oil, Gas and Minerals. To execute and deliver oil, gas and other mineral leases containing such utilization or pooling agreements and other provisions as the Trustee shall deem advisable; to execute mineral and royalty conveyances and assignments of leases; to purchase leases, royalties and any type of mineral interest; to execute and deliver drilling contracts and other contracts, options and other instruments necessary or desirable in engaging actively in the oil, gas or other mining business, all of the foregoing to be done with such terms, conditions, agreements, covenants, provisions or undertakings as the Trustee shall deem appropriate and in real property leases to include the right to explore for and remove mineral or other natural resources;

3-8.5 Deal With Tangible Personal Property. To select, store, safeguard and insure any tangible personal property distributable to or for the benefit of any minor, disabled person or person not conveniently available and to pay the charges so incurred out of any funds it is authorized to distribute for such beneficiary under this Agreement;

3-8.6 Power to Lend to Settlor's Probate Estate. To lend money to any person, including the probate estate of Settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest;

3-8.7 Power to Purchase Property from Settlor's Probate Estate. To purchase property at its fair market value as determined by the Trustee in the trustee's discretion, from the Settlor's probate estate;

3-8.8 Consolidate Separate Trusts. To hold the assets of any two or more trusts or part of such trusts created under this Agreement or under this Agreement and any other instrument if the trust provisions are substantially similar, as an undivided whole, without separation as between the assets or such trusts or parts of such trusts except when required for distribution and when other provisions specifically provide to the contrary provided that such separate trusts or part of such trusts shall have undivided interests in such assets and provided further that no such holding shall defer the vesting of any estate in possession or otherwise;

3-8.9 Delegate. To delegate powers and duties to other persons, partnerships, or corporations without liabilities for any neglect, omission, misconduct or default of any such agent, provided such agent was selected and retained with reasonable care;

3-8.10 Accounting. To determine all matters of trust accounting in accordance with generally accepted principles of trust accounting as established by controlling law or customary practice, in the event that no trust accounting provisions of the law apply;

3-8.11 Establish Reserves. To establish reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation, depletion, obsolescence, and general maintenance of buildings and other property, and for the equalization of payments to or for beneficiaries entitled to receive income out of the rents, profits or other income received;

3-8.12 Deal with Fiduciaries. To purchase from, borrow from, sell to, and generally to deal with the Trustee, individually and as a fiduciary, or with partnerships, corporations, and financial or business organizations in which the Trustee may have an interest;

3-8.13 Release of Powers. To release by writing any power expressly or impliedly conferred in this agreement;

3-8.14 Scope of Powers. To exercise all powers expressly or impliedly conferred in this Agreement without seeking the aid, authorization, order or approval of any court. All powers shall:

- a. be exercisable by the Trustee in any jurisdiction;
- b. be exercisable in respect of all assets of the trust estate held by it or under its control;
- c. remain exercisable as fiduciary powers of administration only, and without affecting the vesting of any interest, until final distribution of all of the trust estate; and
- d. be exercisable without any duty on any persons dealing with the Trustee to inquire into its authority.

3-8.15 Signatory Authority. Unless otherwise specifically provided in part two of this document, in the event there are two or more co-trustees administering this trust, the signature of any one trustee shall be binding on the trust and shall suffice to transfer or accept any trust asset.

ARTICLE 3-9: PURCHASE OF TREASURY BONDS

The Trustee shall have the power to purchase, in his discretion at less than par, obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of Settlor in such amounts as the Trustee deems advisable. The Trustee shall exercise the Trustee's discretion and purchase such obligations if the Trustee has reason to believe that Settlor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive, amount. The Trustee shall not be liable to Settlor, any heir of Settlor, or any beneficiary of this Trust for losses resulting from purchases made in good faith. The Trustee is directed to redeem any such obligations that are part of trust corpus to the fullest extent possible in payment of federal estate tax liability of Settlor.

ARTICLE 3-10: TAX PROVISIONS

3-10.1 Grant of Authority. In addition to those authorities, elections or requirements regarding taxes conferred or imposed by law, the Trustee shall have without limitation the following authorities and elections;

3-10.2 Compromise Issues. To determine whether or not and to what extent to compromise issues in income, death or gift tax proceedings;

3-10.3 Optional Deductions. To exercise those statutory elections to claim administration, medical or other expenses as death tax or income tax deductions which appear to cause the lowest combined federal and state death and income taxes without being required to adjust the resulting value of the interest of any beneficiary or to make any adjustment between principal and income.

3-10.4 Optional Valuation. To use those available optional valuation dates for death tax purposes which appear to cause the lowest combined federal and state death and income taxes, including potential capital gains tax which might be incurred during the administration of the trust estate, without being required to adjust the resulting value of the interest of any beneficiary or to make any adjustment between principal and income;

3-10.5 Installment Payments. To elect any available installment method of paying death taxes.

3-10.6 Payment of Insurance and Retirement Benefits to Trustee. Notwithstanding anything in this instrument to the contrary, the Trustee shall not pay any death taxes, including interest or penalties, last illness and funeral expenses, attorneys' fees, administration expenses, debts, or other obligations of the deceased Settlor or his estate from funds received from qualified retirement plans that are excludable from the deceased Settlor's gross estate for federal estate tax purposes under Section 2039 of the Internal Revenue Code or any successor statute or from proceeds of insurance policies on the deceased Settlor's life. However, to the extent there are no other assets available for such purposes, the Trustee, in his discretion, may use insurance proceeds that are otherwise taxable in the deceased Settlor's estate for federal estate tax purposes for such payments.

ARTICLE 3-11: DISTRIBUTION TO MINORS AND DISABLED PERSONS.

3-11.1 Grant of Permissive Authority. If any property of the trust ever vests outright under the provisions of this Agreement in minors, persons under twenty-one (21) years, or persons who in the opinion of the Trustee are under any disability or unable to administer distributions properly, then the Trustee in its discretion, in any jurisdiction without giving or requiring bond, without intervention of a guardian, conservator or other representative, and without supervision of any court, may hold or distribute such property (subsequently referred to in this Article as the protected property) in accordance with 3-11.2 and 3-11.3, neither of which shall operate to impair any beneficiary's indefeasible ownership in such property.

3-11.2 In Trust. The trustee may hold any protected property in a separate trust for such beneficiary designated by the name of the beneficiary and the word "Trust," exercising as Trustee of such trust all the administrative powers conferred in this Agreement. The Trustee may accumulate or distribute to or for such beneficiary in accordance with 3-11.3 such amount or amounts of income or principal of the trust as it determines from time to time during the term of the Trust. The Trust shall terminate and vest absolutely when the beneficiary attains the age of twenty-one (21) years if not disabled, dies, overcomes the disability, or when the Trust assets are exhausted by discretionary distribution or otherwise, or twenty-one (21) years after the death of the last survivor of any beneficiaries with any kind of an interest under this Agreement who are living at the date this Agreement is executed, whichever shall first occur. At such termination, the trustee shall distribute the beneficiary's estate as if the Trust terminated at the beneficiary's death.

3-11.3 Distributions. The Trustee may distribute any protected property to or for the benefit of such beneficiary (1) directly to the beneficiary, (2) on behalf of the beneficiary for the beneficiary's exclusive benefit, (3) to any account in a bank or savings institution either in the

name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary, (4) in any form of annuity, (5) in all ways provided by laws dealing with gifts or distributions to or for minors or persons under disability, and (6) to any suitable person with whom the beneficiary resides or who has the care or control of the beneficiary, without obligation to see to further application of such distributions, and the receipt for distributions by any such persons shall fully discharge the Trustee.

ARTICLE 3-12: PHYSICAL DIVISION OF TRUST PROPERTY NOT REQUIRED.

There need be no physical segregation or division of the various trusts except a segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

ARTICLE 3-13: REPORTS.

The Trustee shall render reports no less frequently than semiannually to the Settlor while living and subsequently to each beneficiary. Such reports shall set forth the receipts, disbursements and distributions of both principal and income during the period of accounting, and the invested and uninvested principal and undistributed income at the time of such report. The records of the Trustee shall be open at all reasonable times to the inspection of the Settlor, and after the Settlor's death, to each beneficiary, or his duly authorized representative.

ARTICLE 3-14: PARTIAL INVALIDITY.

If any provision is unenforceable or invalid for any reason, the remainder of the Agreement shall continue in effect.

ARTICLE 3-15: JURISDICTION.

The laws of the State of Nevada shall govern this Agreement and the construction of any of its terms.

ARTICLE 3-16: PROTECTIVE PROVISIONS.

No beneficiary shall have any right to anticipate, transfer or encumber any part of his interest in the trust estate nor shall any part of his interest be liable for his debts or obligations (including alimony) or be subject to attachment, garnishment, execution, creditor's bill or other legal or equitable process, provided that this Article shall neither prevent any beneficiary from exercising any power of appointment granted in this Agreement nor limit a federal estate tax marital deduction otherwise available to the Settlor's estate.

ARTICLE 3-17: INCAPACITY OF SETTLOR.

If the Settlor becomes incapacitated through illness, age or other cause, he or she shall no longer have the power to exercise any rights reserved in this Trust. For all purposes of

this Trust, any such person shall be deemed to have full capacity until a physician licensed to practice medicine, and approved by the Trustee other than the Settlor, and

delivers a certification in writing that such person no longer has capacity as a result of illness, age or other cause to exercise any rights reserved in this Trust. However, if such physician, or any other licensed physician charged with the medical care of such person and approved in the same manner, delivers to the Trustee and to a similar certification stating that such person's incapacity has terminated the Settlor shall be deemed to have full capacity under this Trust.

ARTICLE 3-18: PERPETUITIES SAVINGS CLAUSE

Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of the Settlor. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not fixed by terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are entitled or authorized in the Trustee's discretion, to receive trust payments.

ARTICLE 3-19: TERMINATION OF TRUSTS

Any trust created in PART ONE of this agreement shall terminate if all principal is paid out under mandatory or discretionary powers granted in such trust, or if the Trustee (other than any beneficiary of such trust acting as trustee) determines that the expenses of administration in continuing the trust are greater than its assets warrant. If the Trustee determines to terminate a trust under this Article 3-18, it shall distribute the remaining assets of any such trust estate to the person or persons then eligible to receive current income from the trust, and if so eligible as a group (such as a person and his or her descendants) or class, they shall take by representation.

ARTICLE 3-20: DISINHERITANCE AND NO-CONTEST PROVISION

The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature of this Trust or any of its provisions.

ARTICLE 3-21: ACCEPTANCE OF TRUST

The Trustee by joining in the execution of this Agreement, acknowledges receipt of the property in Schedule A, and signifies acceptance of the A. J. WILLIAMS NEVADA TRUST and the Trustee covenants that the Trust will be executed with all due fidelity.

The Settlor has affixed his hand, and the Trustee has executed this Agreement for the purpose of evidencing his acceptance of the Trust created by this Agreement, all to be effective as of the date and year first above written, notwithstanding the actual date of execution.

Executed at Las Vegas, Nevada, on Oct. 22, 1997.

TRUSTEE:

Dated: October 22

A. J. Williams
A. J. WILLIAMS

I certify that I have read the foregoing Trust Agreement and that it correctly states the terms and conditions under which the trust estate is to be held, managed and disposed of by the Trustee. I approve the Trust Agreement in all particulars and request that the Trustee execute it.

SETTLOR:

Dated: October 22

A. J. Williams
A. J. WILLIAMS

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On Oct. 22, 1997, before me, a Notary Public for the above County and State, personally appeared A. J. WILLIAMS, known to me to be the Trustee of the Trust created by the above instrument, and to be the person whose name is subscribed to the instrument, and he acknowledged that he executed the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)



On Oct. 22, 1997, before me, a Notary Public for the above County and State, personally appeared A. J. WILLIAMS, known to me to be the Trustee of the Trust created by the above instrument, and to be the person whose name is subscribed to the instrument, and he acknowledged that he executed the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC

