

CERTIFICATE OF TRUSTEE

The undersigned (the "Affiant") hereby certifies that Affiant is the duly authorized Trustee, as indicated below, of GARY AND GAIL HARTSTEIN FAMILY TRUST ("Trust"), and is authorized to execute and deliver this Certificate, and Affiant further certifies to SOVEREIGN BANK ("Lender") as follows:

1. Custodian. Affiant is the custodian of the Trust's records and have personal knowledge of the Trust's records and each of the matters specified herein.
2. Agreement. That a true, complete and correct copy of the trust agreement regulating the Trust ("Agreement"), as of the date hereof, is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, and that such document is the only document governing and constituting the Trust.
3. Loan. That pursuant to the provisions of the Agreement, Affiant, Gary Hartstein, being the sole Trustee of the Trust (the "Authorized Officer") acting alone, from time to time, is authorized and directed to do any and all things deemed necessary or advisable and in the best interest of the Trust, in the sole discretion of the Authorized Officer, in connection with the execution and delivery of a Negative Pledge Agreement and other related documents in connection with those certain loans (collectively, the "Loan") in the amount of Six Million Eight Hundred Fifty-Three Thousand Three Hundred Ninety-Seven and 50/100 Dollars (\$6,853,397.50) and Three Million Four Hundred Twenty-Six Thousand Six Hundred Ninety-Eight and 75/100 Dollars (\$3,426,698.75) from Lender to MUELLER HOSPITALITY, LP, a Texas limited partnership ("Borrower") for a loan for the acquisition of certain real property and the construction of a one hundred twelve (112) unit hotel with approximately 2,944 square feet of retail space and other improvements located thereon in Austin, Travis County, Texas, more particularly described on Exhibit A attached hereto. The Trust acknowledges and agrees that the Trust will gain a direct benefit from the Loan to the Borrower.
5. Authority to Execute Documents and Act. That pursuant to the provisions of the Agreement, the Authorized Officer is authorized and directed to execute and deliver appropriate loan instruments (including, without limitation, the Negative Pledge Agreement) in the name of the Trust in favor of Lender to secure the Loan; to execute and deliver in the name of and on behalf of the Trust all instruments, documents, certificates and agreements in this connection required by Lender; and to do and perform all acts and things that may be deemed necessary or proper, in the sole discretion of the Authorized Officer, to the negotiation and consummation of such financing and any renewal, extension, modification or revision thereof.
6. No Limitation. That the provisions of the Agreement have not been amended, modified or rescinded; the Trust has been neither terminated nor dissolved; both the Trust and the Agreement are in full force and effect and in existence on the date hereof; there exist no restrictions or limitations on the authority of the Authorized Officer to consummate the financing (including, without limitation, the Negative Pledge Agreement) contemplated by this Certificate; such financing will be in conformity with the terms, provisions and requirements of the Agreement.
7. Lender Reliance. That Lender, when dealing with any Trustee as an Authorized Officer, shall be entitled to accept the representations of such Authorized Officer, acting alone,

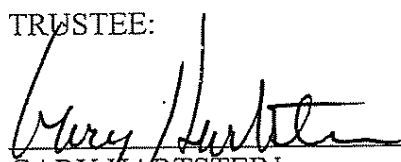
that the purpose and exercise of the authority herein given is within the scope of the business of the Trust, Lender shall have no obligation to make any inquiries in order to verify or confirm any of such representations or application of the Trust funds for the purposes so represented; and Lender shall in no way be responsible for misapplication of Trust funds or other property acquired, encumbered or disposed of by virtue of the authority herein given.

8. Compliance. That there is no provision of the Agreement limiting the power of the Authorized Officer to authorize, and for the Trust to perform as contemplated by, this Certificate and the documents evidencing, securing or pertaining to the Loan.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 27th day of April, 2012.

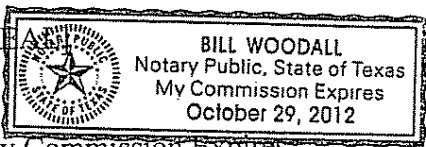
AFFIANT:


TRUSTEE:


GARY HARTSTEIN

STATE OF Texas)
)
COUNTY OF Texas)

SWORN TO AND SUBSCRIBED BEFORE ME this 30 day of April, 2012, to certify which witness my hand and seal of office.

[SEAL] 
My Commission Expires.


Notary Public, State of Texas

Printed Name of Notary Public

EXHIBIT LIST

- Exhibit "A" – Legal Description
- Exhibit "B" – Trust Agreement

EXHIBIT A

Legal Description of the Property

[See attached.]

Legal Description of Property

Tract 1:

Lot 1B-1, RESUBDIVISION OF LOT 1B, RESUBDIVISION OF LOT 1, BLOCK "B", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 201000132, Official Public Records, Travis County, Texas.

Tract 2:

EASEMENT ESTATE for ingress, egress, parking and utilities appurtenant to Tract 1 as created and described in Declaration of Reciprocal Easement and Operating Agreement by Catellus Austin Retail LLC, dated December 18, 2009, recorded in Document No. 2009208646, and corrected in Document No. 2010009593, Official Public Records of Travis County, Texas, being over and across Lots 1A and 1C, RESUBDIVISION OF LOT 1, BLOCK "B", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200900182, Official Public Records, Travis County, Texas; Lot 1, Block "A", CATELLUS AUSTIN RETAIL L.P. SURPLUS TRACT, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200700215, Official Public Records, Travis County, Texas; and Lot 1B-2, RESUBDIVISION OF LOT 1B, RESUBDIVISION OF LOT 1, BLOCK "B", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 201000132, Official Public Records, Travis County, Texas.

Tract 3:

EASEMENT ESTATE as created and described in Declaration of Pylon Sign Easement Agreement dated December 18, 2009, by and between Catellus Operating Limited Partnership and Catellus Austin Retail, LLC, recorded in Document No. 2009208647, Official Public Records of Travis County, Texas, being over and across a portion of Lot 1A, Block "E", MUELLER RETAIL PHASE A, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200900180, Official Public Records, Travis County, Texas.

EXHIBIT B

Trust Agreement

[See attached.]

**GARY AND GAIL HARTSTEIN FAMILY TRUST
AGREEMENT**

THIS TRUST AGREEMENT is made this _____ of _____,
1998, by and between MARVIN DEKELBOUM, hereinafter called the
"Grantor," and GARY HARTSTEIN and his successors, hereinafter
called the "Trustee;"

W I T N E S S E T H:

That the Grantor has this day delivered to the Trustee the
property described in Schedule "A" attached hereto, and the Trustee
agrees to hold, administer and distribute all of the aforesaid
assets (together with all additions thereto and all reinvestments
thereof) as the principal of a trust estate, in accordance with the
terms and provisions hereinafter set out.

The Grantor or any other person may, at any time and from time
to time, add property to the principal of the trust estate herein
created, by deed, gift or will, with the consent of the Trustee.
The addition of property to the principal of the trust shall be
referred to hereinafter as such contributions.

SECTION I. BENEFICIARIES OF TRUST

A. Beneficiary. The trust estate shall be held and administered primarily for the benefit of GAIL HARTSTEIN and GARY HARTSTEIN.

B. Name of Trust. Such trust shall be designated the GARY AND GAIL HARTSTEIN FAMILY TRUST, and shall be held separate and apart from any other trust created by the Grantor.

C. Purpose of Trust. The primary purpose of the trust is to provide for the needs of GAIL HARTSTEIN and GARY HARTSTEIN during their lifetime and thereafter for their descendants.

D. Trust Records. The Trustee shall keep records of all income and disbursements of the trust, which shall be made available at any time to the Grantor or any beneficiary, or the personal representative of the Grantor or any such beneficiary.

SECTION II. LIMITED WITHDRAWAL OF CONTRIBUTIONS

A portion or all of any contribution may be withdrawn by GAIL HARTSTEIN and GARY HARTSTEIN in equal shares or wholly by the survivor of them. The "maximum aggregate amount" of the contribution made by a particular donor which may be thus withdrawn by any beneficiary, with respect to the calendar year, shall not exceed the maximum present interest exclusion amount permitted that donor for that beneficiary under section 2503(b) of the Internal Revenue Code of 1986 as amended. The Trustee shall, within ten (10) days following receipt of a contribution, give notice of said

addition or additions to the beneficiaries of this trust who have the right to withdraw. If any beneficiary is under any legal incapacity, then the notice shall be sent to the legal guardian of the estate of such person, or if no such guardian has been appointed, to such person's natural guardian. Within thirty (30) days following the Trustee's giving of notice as required above, each beneficiary entitled to receive said notice may, during his or her lifetime, by written and signed request delivered to the Trustee, withdraw from trust principal an amount equal to his or her designated withdrawal portion or in the absence of such designation, his or her proportionate part of the market value of the addition or additions to the trust (determined according to the number of such beneficiaries then living, and subject further to the "maximum aggregate amount" defined above). This right in any beneficiary shall not be cumulative and amounts not withdrawn in any taxable year of the trust may not be withdrawn in any subsequent year, except to the extent provided as follows:

Upon the expiration of each thirty (30) day period as described above, a person who holds a right or rights of withdrawal hereunder with respect to such period shall, during his or her lifetime, retain and continue to hold such right or rights of withdrawal, to the extent of an amount (the "Excess Amount") equal to the excess of the total amount subject to such right or rights of withdrawal over an amount (the "Section 2514(e) Amount"), the lapse of which is not considered a release by such person under section 2514(e) of the Internal Revenue Code of 1986 as amended, after taking into account all powers held by such person which have already lapsed during the same calendar year in which such thirty (30) day period expires. Such right of withdrawal shall thus then lapse with respect to such Section 2514(e) Amount, and shall continue with respect to such Excess Amount. The accumulated

unlapsed rights to withdraw such Excess Amounts shall lapse at the end of the first day of each calendar year to the extent that such lapse is not considered a release by such person under section 2514(e) of the Code, after taking into account all other powers held by such person (1) which have lapsed during the first day of such calendar year, or (2) which lapse at the end of the first day of such calendar year.

A beneficiary's right to withdraw principal, if exercised, shall be applied by the Trustee to exhaust assets added thus far during the current taxable year of the trust before resorting to other trust principal. If a beneficiary is under any legal incapacity for any reason, the legally appointed guardian of the estate of such beneficiary may exercise for such beneficiary his or her rights of withdrawal as described in this subparagraph, or if no such legal guardian has been appointed, the natural guardian of such beneficiary may exercise such rights for such beneficiary.

The property received pursuant to the exercise by the guardian of such a right of withdrawal shall be held by the guardian for the benefit and use of such legally incapacitated beneficiary.

SECTION III. DISTRIBUTION PROVISIONS

The Trustee shall dispose of the net income and principal of the trust for the benefit of the beneficiaries and their descendants as follows:

A. Distribution of Income. The Trustee shall pay a portion or all of the annual net income of the trust estate to or for the benefit of one or more of the following beneficiaries:

1. GAIL HARTSTEIN;

2. GARY HARTSTEIN;
3. One or more of the children or descendants of GAIL HARTSTEIN and GARY HARTSTEIN;

in such amounts as the Trustee shall deem advisable (without regard to equality of distribution) for the health, education, support or maintenance of each such beneficiary according to his or her station in life.

B. Discretionary Distribution of Corpus for Support. If, at any time during the continuance of this trust, the net income of the trust, together with all resources independent of this trust, shall not be adequate for the health, education, support and maintenance of any income beneficiary, according to his or her station in life, the Trustee may supplement the same out of the principal of this trust to such an extent and only to such an extent as may be necessary and appropriate to provide for the health, education, support and maintenance of any one or more of the income beneficiaries, according to his or her station in life.

C. Special Testamentary Power of Appointment. Upon the death of the survivor of GAIL HARTSTEIN and GARY HARTSTEIN, the then-remaining corpus and undistributed income of this trust shall be distributed in such proportions and in such manner to or for the benefit of any one or more persons included in the group consisting of Grantor's descendants and spouses of Grantor's descendants, as the survivor of GAIL HARTSTEIN and GARY HARTSTEIN may appoint by specific reference in his/her Last Will and Testament (admitted to

probate). The power herein granted shall in no event be exercised by such survivor in favor of himself/herself, his/her creditors, his/her estate or creditors of his/her estate. The power shall not be exercisable for the purpose of discharging a legal obligation of such survivor and shall not be exercisable for his/her pecuniary benefit. In exercising the power herein granted, such survivor may appoint outright or in trust, partly outright and partly in trust, and create life or remainder interests including one or more of such interests to the same or different appointees, create new and further powers of appointment, and may impose any condition or restriction upon such appointment, including spendthrift provisions, as may be lawful, provided that the beneficiaries of such appointment must be within the objects of the power granted herein, further provided that no such exercise of the power herein granted or any new and further power of appointment created pursuant hereto shall violate the rule against perpetuities. The Trustee may rely upon an instrument admitted to probate as the Last Will and Testament of such survivor, but if the Trustee has no written notice of the existence of such a Will within a period of twelve (12) months after such survivor's death, it may be presumed that such survivor died intestate and the Trustee shall be protected in acting in accordance with such presumption, but this protection to the Trustee shall not limit or qualify said power of appointment or the right of any person to pursue the funds affected

by the exercise thereof, irrespective of the place of probate or the time of discovery of the Will. To the extent that such survivor shall not exercise the foregoing power of appointment, then upon such survivor's death the trust shall continue to be administered as provided herein.

D. Termination of Trust. The trust shall terminate on the later of the death of GAIL HARTSTEIN, the death of GARY HARTSTEIN, or when the youngest child of GAIL HARTSTEIN and GARY HARTSTEIN reaches the age of twenty-one (21) years. Upon termination the assets and property comprising this trust shall be delivered and distributed in fee simple and free of trust unto the descendants of GAIL HARTSTEIN and GARY HARTSTEIN *per stirpes*. If at any time prior to the termination of the trust created hereunder all of the beneficiaries of any such trust shall die leaving no descendants then surviving, the trust estate shall be distributed to the descendants of the Grantor *per stirpes*.

SECTION IV. CONTINGENT DISTRIBUTION TO HEIRS AT LAW

If all of Grantor's children, all of Grantor's descendants, and GARY HARTSTEIN die prior to the complete distribution of all trusts created hereunder, the Trustee shall distribute the trust estate to those persons who would inherit from MARVIN DEKELBOUM in accordance with the laws of intestate distribution then in effect in the State of Texas as if he had died immediately after the death of the last survivor of GAIL HARTSTEIN, Grantor's children and

descendants.

SECTION V. SPENDTHRIFT CLAUSE

No beneficiary of any trust herein created shall have the right or power to anticipate, by assignment or otherwise, any income or principal payable to such beneficiary by virtue of this instrument or any portion thereof; nor in advance of actually receiving the same shall such beneficiary have the right or power to sell, transfer, encumber, hypothecate or in anywise charge same; nor shall such income or corpus, or any portion of same, be subject to any execution, garnishment, attachment, insolvency, bankruptcy or other legal proceedings of any character, or legal sequestration, levy or sale, or in any event or manner be applicable or subject to the payment of such beneficiary's debts.

SECTION VI. RULE AGAINST PERPETUITIES

Notwithstanding any of the foregoing, the trusts created herein shall terminate on the day preceding the expiration of twenty-one (21) years from the date of death of the last survivor of the Grantor, all children and descendants of the Grantor, and GARY HARTSTEIN living at the time of the execution of this instrument. Upon such termination the assets and property comprising this trust shall be delivered and distributed in fee simple and free of trust unto the descendants of the Grantor in equal shares *per stirpes*.

SECTION VII. TRUSTEESHIP PROVISIONS

A. Appointment. By the execution of the Trust Agreement, the Grantor has appointed GARY HARTSTEIN to serve as Trustee of each trust created under this Trust Agreement. In the event that GARY HARTSTEIN ceases to serve or is unable to serve for any reason, the Grantor constitutes and appoints one of the following persons to serve as successor Trustee of each trust created under this Trust Agreement:

1. GAIL HARTSTEIN;
2. PAUL RADNITZ.

If any person shall be unable or cease to serve as Trustee for any reason, the person next designated herein shall serve as successor Trustee.

B. Right to Designate Successor. Any Trustee then serving shall have the right to designate a successor Trustee to himself by filing a written instrument, duly acknowledged, in the Deed Records of Collin County, Texas, and promptly delivering such designation to the successor Trustee wherein such designation may delegate, in whole or in part, any or all of the powers and discretions given to the Trustee making such designation, and may become effective at such time as may be set forth in the designation including the death of the Trustee making such designation. Any such designation shall remain revocable until its effective date. Such designated Trustee shall have all of the powers of a Trustee appointed in this

instrument except to the extent that the Designation shall specify otherwise.

C. Resignation of Individual Trustee. Any Trustee is authorized to resign by filing a written instrument, duly acknowledged, in the Deed Records of Collin County, Texas. If it is necessary to appoint a successor Trustee by legal proceedings, such appointment shall be by way of written instrument and if necessary, legal proceedings. Such appointment shall be limited to anyone other than the Grantor.

D. Successor Trustee. Any successor Trustee hereunder shall possess and exercise all powers and authority herein conferred on the original Trustee, unless such successor be appointed by a Court and the court otherwise decrees in the order of appointment. Any successor Trustee named herein shall be responsible only for the assets delivered by the preceding Trustees (or the legal representative thereof), and may accept as correct the statement of such predecessor Trustees (or the legal representative thereof) that such assets constitute all of the assets of the trust estate without any duty to inquire into the administration or accounting by the preceding Trustees. No successor Trustee shall be held responsible for or by reason of any act or omission of a predecessor in trust.

E. Trustee Compensation. A Trustee, for services as Trustee hereunder, shall be entitled to reasonable fees commensurate with

its duties and responsibilities, taking into account the value and nature of the trust estate and the time and work involved. An individual Trustee who is a beneficiary hereunder or spouse of such a beneficiary shall not receive any compensation for acting as such, but such individual Trustee shall be reimbursed for the reasonable expenditures made by such individual for the benefit of the trust estates.

SECTION VIII. TRUST COMMITTEE

A. Members of the Trust Committee. A Trust Committee is hereby established to perform certain acts and make certain decisions as provided herein. The Trust Committee shall initially consist of GAIL HARTSTEIN, GARY HARTSTEIN and PAUL RADNITZ.

B. Designation of Successor. Each member of the Trust Committee shall have the right to designate a successor to himself by executing a written document, duly acknowledged, and delivering such document to the remaining members of the Trust Committee.

C. Vacancies on Trust Committee. If the membership of the Trust Committee shall be reduced to less than three individuals because a member of the Committee shall fail or cease to serve for any reason and shall not have designated a successor to himself to serve on the Trust Committee then the remaining members shall appoint a sufficient number of persons to bring the total membership to three individuals. In the event there are no members of the Trust Committee remaining, the oldest beneficiary (or his

guardian) then eligible to receive distributions of income from any trust hereunder shall appoint any person other than himself to serve as a member of this Trust Committee and such person shall appoint the remaining members of the Trust Committee. The Trust Committee members shall not be required to furnish bond.

D. Removal and Appointment of Trustee by Trust Committee Members. The Trust Committee shall have the power, in its sole discretion, and either by the unanimous vote of the members then serving during the life of the Grantor, or by a majority vote of the members then serving after the death of the Grantor, to remove any Trustee herein named, any successor Trustee, or any Co-Trustee, whether herein named or subsequently named by the Trust Committee, and, in the case of any such removal or in the case of a resignation, death, or other failure to serve of any Trustee or Co-Trustee, to appoint as successor Trustee or Co-Trustee hereunder any other individual, individuals, a corporation having trust powers, or a combination of these. The Trust Committee may from time to time reduce or increase the number of Trustees to one, two or three. Any removal and appointment shall be by written instrument, duly executed and acknowledged by a majority of the Trust Committee members then serving, and by any successor Trustee thus appointed and may be filed in the Deed Records of Collin County, Texas. A member of the Trust Committee or the successor Trustee shall promptly deliver a copy of such instrument to the

removed Trustee, which shall immediately deprive such Trustee of all powers as a Trustee hereunder. No purchaser from or other person dealing with any Trustee or Trustees is obligated to examine the Deed Records, and any such person shall be protected in all transactions with any Trustee, whether or not any such replacement has taken place. Any successor Trustee may accept the Trust and Trust assets from its predecessor upon such accounting as its predecessor may give, and such successor Trustee shall incur no liability on account of such accounting or on account of any act or omission of its predecessor.

E. Trust Committee Members Held Harmless. Notwithstanding anything to the contrary, all Trust Committee members are to be indemnified and held harmless by the trust for their actions as Trust Committee members, and are to be indemnified from the trust estate for any costs, liabilities or expenses incurred as a result of serving as Trust Committee members.

SECTION IX. TRUST POWERS

The Trustee of each trust created hereunder, whether original or successor, with respect to the trust assets and properties of each trust, shall have and exercise the following rights, powers and privileges and be subject to the following duties, provisions, conditions and limitations:

1. Usual Trust Powers. Except as otherwise provided herein, to exercise all powers granted to trustees and subject to all standards and limitations as provided by the common law or any statute, including every power granted to and

restrictions on trustees by the Texas Trust Code, or any future amendment thereof which serves to increase the extent of the powers granted to trustees;

2. Investment of Trust Property. To invest and reinvest the trust estate from time to time in any property, real, personal, or mixed, including (without limiting the generality of the foregoing language) securities of domestic and foreign corporations and investment trusts, bonds, preferred stocks, common stocks, mortgages, mortgage participations, mutual funds and interests in a common trust fund, with complete discretion as to converting realty into personalty or personalty into realty or otherwise changing the character of the trust estate, even though such investment (by reason of its character, amount, proportion to the total trust estate, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, and even though such investment causes a greater proportion of the total trust estate to be invested in investments of one type or of one business or company than would be considered appropriate for a fiduciary apart from this provision;

3. Loans of Trust Property. To make loans, secured or unsecured, to a beneficiary in such amounts, upon such terms, at such rates of interest, as the Trustee shall deem advisable, provided that no such loan shall exceed such beneficiary's proportionate share of the trust;

4. Payment of Expenses and Taxes. To incur such expenses or charges in the management of the trust estate as the Trustee shall think fit; to render the trust estate for taxes if the Trustee shall think it desirable or to refuse to do so if the Trustee thinks it undesirable, and to pay taxes, charges, and governmental assessments against the trust estate; in anticipation of such expenses, charges, taxes and assessments to set up such sinking funds as the Trustee shall think fit;

5. Reliance on Business Documents. To rely upon the authenticity of affidavits, certificates, opinion of counsel, letters, notices, telegrams, cablegrams, and other methods of communication in general use and usually accepted by business people as genuine and what they purport to be;

6. Apportionment of Income and Expenses. To determine, in the Trustee's reasonable discretion, as to each sum of money or other thing of value held or received by the Trustee, whether and to what extent the same shall be deemed to be

principal or to be income, and as to each charge or expense paid by the Trustee, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing language, power to apportion any receipt or disbursement between principal and income and to determine what part, if any, of income is available for distribution according to the terms hereof and what part, if any, of the actual income received upon a wasting investment or upon any security purchased or acquired at a premium shall be returned and added to principal to prevent a diminution of principal upon exhaustion or maturity thereof; and to set up reasonable reserves out of principal or income;

7. Transactions with Trusts and Estates. To enter into any transaction authorized by this Section with Trustees, executors or administrators of other trusts or estates in which any beneficiary hereunder has any interest, even though any such Trustee or representative is also Trustee hereunder; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, (and the Grantor specifically waives application of the provisions of sections 113.052, 113.053, and 113.054 of the Texas Trust Code for such purposes), and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

8. Method of Distribution or Division. To make all partitions and divisions contemplated by any of the provisions of this instrument. The Trustee is authorized to make non-*pro rata* distributions in kind of particular assets, provided that no trust or beneficiary shall receive a lesser portion of fair market value of property than would have been received had a *pro rata* distribution in kind been made;

9. Continuation of Power on Termination. To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretions hereunder for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;

10. Life Insurance. To purchase and/or pay the premiums on life insurance, retirement income or annuity contracts on the life of the beneficiaries of the trust hereby created or on the life of any person in whose life any beneficiary of the

trust hereby created has an insurable interest, using income or principal for such purpose.

11. Protection of Purchaser. No purchaser at any sale made by the Trustee or person dealing with the Trustee hereunder shall be obligated to see to the application of any money or property paid or delivered to the Trustee;

12. Bond. No original or successor Trustee appointed in this instrument shall be required to furnish bond;

13. Direct and Indirect Payments to Beneficiaries. All payments of income and distributions of principal to the several beneficiaries of the particular trust estate as and when such payments of distributions become due or payable may be made directly to such beneficiaries in person or upon their personal receipts or may be applied or disbursed in the Trustee's discretion, directly or indirectly, for the benefit of such beneficiaries. In the case of beneficiaries who shall not have attained their majority or who shall be under other disability, such payments or distributions may be made to the parent, custodian under the Uniform Transfers to Minors Act or natural guardian of such beneficiaries, or may be made directly to or expended and used for the support, maintenance or education of such beneficiaries without the intervention of any legal guardian or other legal representative;

14. Income Added to Corpus. The Trustee shall add net income of each trust hereunder which is not distributed at the end of each taxable year to the corpus of such trust;

15. Liability of Trustee. No Trustee shall be responsible or liable for any loss which may occur by reason or depreciation in value of the properties now or hereafter belonging to the trust estate, nor for any other loss which may occur except that each trustee shall be liable for his own fraud, gross negligence or intentional malfeasance in the administration of the trust hereby created. Under no circumstances shall any trustee ever be answerable or accountable for any money or other property which does not come within the possession or control of such trustee;

16. Books of Trustee. The Trustee shall be required to render a periodic accounting not less than annually with respect to each trust hereunder to the beneficiary or beneficiaries thereof. The books of the Trustee shall always be open to inspection during business hours by any adult beneficiary, legal guardian of a beneficiary who is a minor,

or their duly authorized attorneys.

17. Power to Combine Assets or Merge Trusts. The Trustee may, in its discretion, combine the assets of separate trusts under this trust agreement for the purpose of more convenient administration or investment for any period of time, preserving the separate character of the beneficiaries' proportionate shares, and may merge the assets of any trust hereunder with those of any other trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms (even though the component trusts differ as to contingent beneficiaries, in which case, if the contingency occurs, the funds may be distributed in such shares as the Trustee, in its sole discretion, deems necessary to create a fair ration between the various sets of remaindermen).

18. No Distributions to Satisfy Contractual or Legal Obligation. No distribution may be made to any person which would discharge another person's legal obligation to support such person.

19. GST Inclusion Ratio. If property not having an inclusion ratio for purposes of the generation-skipping transfer tax equal to zero is directed to be added to a trust which has an inclusion ratio equal to zero, the Trustee may decline to make the addition and may instead administer the property as a separate trust with provisions identical to the trust having an inclusion ratio equal to zero. If property having an inclusion ratio for purposes of the generation-skipping transfer tax equal to zero is directed to be added to a trust which has an inclusion ratio not equal to zero, the Trustee may decline to make the addition and may instead administer the property as a separate trust with provisions identical to the trust having an inclusion ratio not equal to zero.

20. Division of Trusts. The Trustee may divide any trust established as the result of a provision of this instrument, at any time, into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code for each trust shall be either zero or one. The assets to be distributed to each such trust which is to have an inclusion ratio of zero shall either (1) already have an inclusion ratio of zero because of a prior allocation of the federal generation-skipping transfer tax exemption, or (2) fairly reflect net appreciation and depreciation (occurring between the valuation

date for federal generation-skipping transfer tax purposes and the date of distribution) in all of the assets from which the distribution could have been made. Any such division shall be effective from the date specified by the Trustee, which date may be the date of the Grantor's death. Any such separate trusts shall have the identical provisions as the original trust. If a trust is divided into separate trusts, the Trustee may, at any time: (1) make different tax elections with respect to each separate trust, (2) expend corpus and exercise any other discretionary powers with respect to such separate trusts differently, (3) invest such separate trusts differently, and (4) take all other actions consistent with such trusts being separate entities. Further, the donee of any power of appointment with respect to a trust so divided may exercise such power differently with respect to the separate trusts created by the division. The Trustee is exonerated from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are made in good faith;

21. Certain Powers Prohibited. Notwithstanding any contrary provisions herein, the following provisions shall apply with respect to the trust herein created: No person or entity shall have any power, the exercise of which would enable a Grantor or any other person or entity to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust for less than an adequate consideration in money or money's worth. No person or entity shall have any power, the exercise of which would enable a Grantor or spouse of a Grantor to borrow any principal or income of the trust, directly or indirectly. No person or entity shall have any power of administration exercisable in a nonfiduciary capacity, within the meaning of Section 675(4) of the Internal Revenue Code of 1986, as amended. No Grantor shall in any capacity purchase, hold, or have any power to exercise any incident of ownership of any policy of insurance on the life of such Grantor. No income of the trust may be applied to the payment of any premium on any policy of insurance on the life of a Grantor or spouse of a Grantor, without the prior written approval of each beneficiary of the trust then eligible to receive any distribution of income.

22. Powers Cumulative. Except as herein otherwise provided, the powers conferred upon the Trustee shall not be construed as in limitation of any authority conferred by law but as in addition thereto.

SECTION X. MISCELLANEOUS PROVISIONS

A. Reference herein to "child," "children," "issue," "heir" and "descendants" include those adopted in a formal legal proceeding.

B. The terms "issue" and "descendants" are used interchangeably and have the same meaning.

C. Reference hereunder to the masculine, feminine or neuter genders shall be deemed to include the other genders, and the use of either the singular or plural number shall be interpreted to include the other number, unless otherwise stated or unless the circumstances eliminate such inclusion.

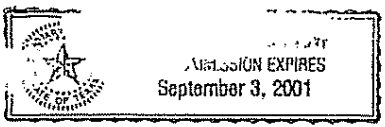
D. A person in gestation who is later born alive shall be regarded in this instrument as a person in being during the period of gestation in determining whether any person has died without leaving issue surviving him or her, in determining on the termination of the trust hereunder, whether such person is entitled to share in the disposition of the then remaining principal and undistributed income of trust, but for other purposes, such person's right shall accrue from the date of his birth.

E. The trust created herein will be administered in the State of Texas, and its validity, construction and all provisions thereunder shall be governed by the laws of the State of Texas.

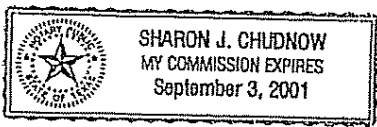
F. If any provision or provisions in this instrument shall be invalid or unenforceable, the remaining provisions shall

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of June, 1998, by GARY HARTSTEIN as Trustee of the GARY AND GAIL HARTSTEIN FAMILY TRUST.



Sharon J. Chudnow
NOTARY PUBLIC, STATE OF TEXAS



SCHEDULE "A"

TO

GARY AND GAIL HARTSTEIN FAMILY TRUST
AGREEMENT

The sum of \$10,000.00 cash