

The BETTIE STRAUB TRUST

THIS AGREEMENT made and entered into this day, November 30, 2005, by and between BETTIE SHAFER STRAUB (hereinafter referred to as "Grantor") and BETTIE SHAFER STRAUB, Trustee (hereinafter called the "Trustee").

WITNESSETH:

WHEREAS, the Grantor desires to establish a revocable living trust to hold her property which is itemized and described in "Schedule A" attached hereto and made a part hereof, together with such monies, life insurance, securities and other assets as the Trustee may hereafter at anytime hold or acquire hereunder (said monies, life insurance securities and other assets, being hereinafter referred to collectively as the "Trust Estate") to make provisions for the care and management of her properties, for the ultimate disposition of the trust assets, and for the uses and purposes hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Grantor does hereby assign, give, grant, convey, transfer, set over and deliver the property listed on "Schedule A" to the Trustee, In Trust, and agrees to execute such further instruments as shall be necessary to transfer said property to the Trustee, who hereby declares that the Trustee has received from the Grantor the property listed on "Schedule A" as the original trust estate, to Have And To Hold The Same In Trust, and to manage, invest and reinvest the same and any additions that may from time to time be made thereto, subject to the trust provisions hereinafter provided and the terms and conditions, powers and agreements relating thereto.

ARTICLE ONE ESTABLISHING MY TRUST

Section 1.01 Identifying My Trust

My trust may be referred to as "BETTIE SHAFER STRAUB, Trustee of the BETTIE STRAUB TRUST dated November 30, 2005, and any amendments thereto."

For the purpose of transferring property to my trust, or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust shall be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties on Affidavit or Certification of Trust

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust. A

**ARTICLE SIX
DISTRIBUTION TO CHARITY**

My Trustee shall administer and distribute the remaining trust property under the terms of this Article.

Section 6.01 Division of the Remaining Trust Property

My Trustee shall divide the remaining trust property into the following shares:

Beneficiary	Share
SAFE NEST Las Vegas, Nevada	Thirty-three and one-third percent (33 1/3%)
SENIOR CITIZENS LAW PROJECT Las Vegas, Nevada	Thirty-three and one-third percent (33 1/3%)
ANIMAL FOUNDATION of LIED ANIMAL SHELTER Las Vegas, Nevada	Thirty-three and one-third percent (33 1/3%)

Section 6.02 Distribution to SAFE NEST

My Trustee shall distribute SAFE NEST's share outright, and free of trust, to SAFE NEST or its successor in interest, to be used exclusively for its general charitable purposes.

If SAFE NEST is not in existence at the time of distribution and there is no successor in interest or its successors in interest cannot be identified with reasonable certainty, then my Trustee shall designate one or more charitable organizations having the same or similar charitable purposes as SAFE NEST to receive SAFE NEST's share of the remaining trust property. Each charitable organization must be a charity of a type described in Section 2055(a) of the Internal Revenue Code. My Trustee shall determine the amounts, shares and interests of the distributions.

Section 6.03 Distribution to SENIOR CITIZENS LAW PROJECT

My Trustee shall distribute SENIOR CITIZENS LAW PROJECT's share outright, and free of trust, to SENIOR CITIZENS LAW PROJECT or its successor in interest, to be used exclusively for its general charitable purposes.

If SENIOR CITIZENS LAW PROJECT is not in existence at the time of distribution and there is no successor in interest or its successors in interest cannot be identified with reasonable certainty, then my Trustee shall designate one or more charitable organizations having the same or similar charitable purposes as SENIOR CITIZENS LAW PROJECT to receive SENIOR CITIZENS LAW PROJECT's share of the remaining trust property. Each charitable organization must be a charity of a type described in Section 2055(a) of the Internal Revenue Code. My Trustee shall determine the amounts, shares and interests of the distributions.

(e) Notices

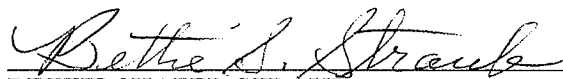
Unless otherwise stated, whenever this agreement calls for notice, the notice must be in writing and must be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice is effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice is effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice must be given to the parent or legal representative of the minor or incapacitated individual.

(f) Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement are to be interpreted and construed as if the invalid provision had never been included in this agreement.

I have executed this agreement on the day and year first above written. This agreement shall be effective when signed by me, whether or not now signed by a Trustee.

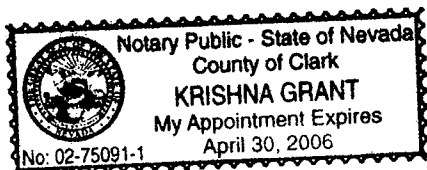
I certify to the officer taking my acknowledgment that I have read this agreement, that I understand it, and that it correctly states the provisions under which my trust property is to be administered and distributed by my Trustee.

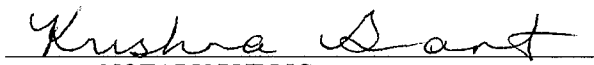

BETTIE SHAFER STRAUB

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

On the 30 day of November, 2005, before me, a Notary Public, personally appeared BETTIE SHAFER STRAUB, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that, by her signature on this instrument, the person(s) or entity(ties) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




NOTARY PUBLIC

BETTIE STRAUB TRUST