

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is made as of the 7th day of April, 2010, by Huan Chen, a resident of State of Texas (the "Settlor"), as settlor and the Initial Trustees (as defined herein) as trustees.

W I T N E S S E T H

The Settlor is desirous of creating a trust for the purposes and upon the terms and provisions hereinafter set forth. Accordingly, the Settlor hereby transfers and delivers unto the Trustees One U.S. Dollar (\$1.00) and, in the future, such other assets as the Settlor (or other persons) may choose to convey. The Trustees shall hold and administer said properties, and all subsequently acquired properties (whether contributed by the Settlor or by another party), in trust, pursuant to the terms of this Agreement as set forth below.

ARTICLE I IDENTIFICATION OF TRUST

1.1 Name. The trust created by this Agreement shall be known as the [China EB3 Legal Trust]

ARTICLE II PURPOSE OF TRUST

2.1 Purpose. The sole and exclusive purposes for which the Trust are to provide a means for the acceptance of funds and other property to pay, defray, satisfy, reimburse or provide for any and all expenses or amounts that have been or may hereafter be incurred, undertaken or paid by the Beneficiaries arising out of or relating to (i) any and all claims, allegations, investigations, accusations, complaints, legal inquiries, protests, requests or proceedings by the Beneficiaries against any agency, branch, representative or official of the United States government in charge of naturalization and immigration matters, including, without limitation, allocation of immigration visa numbers and arrangements of visa cut-off dates, (ii) any and all responses, settlements or appeals in connection Section 2.1(i), (iii) any and or consultation fees paid to any attorney relating to foregoing and (iv) any and all administrative expenses relating to the foregoing.

ARTICLE III DEFINITIONS

3.1 Definitions. As used in this Agreement, the following terms shall have the indicated meanings:

"Beneficiaries" has the meaning described in Article IV.

"Effective Date" shall mean the date first stated above.

“Initial Trustees” means the duly appointed trustees as of the Effective Date who are listed as initial trustees on Schedule A attached hereto and who have executed this Agreement below.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization or governmental authority.

“Purpose” means the purpose for which the Trust is formed as described in Article II.

“Settlor” has the meaning described in the preamble.

“Trust” means this Trust formed hereby under the laws of the State of Texas.

“Trust Assets” has the meaning described in Article V, any additional property and rights that may be contributed or assigned to the Trust or otherwise become a part of the Trust, including without limitation any property, rights or derivative works created using any of the foregoing or other Trust Assets which are assigned to the Trust in accordance with the terms hereof.

“Trustee” or “Trustees” means, subject to the provisions of Article VI below, the Initial Trustees, and any individual that becomes a successor Trustee hereunder. The use of the singular “Trustee” herein may refer to one or more Trustees.

**ARTICLE IV
BENEFICIARIES**

4.1 The Beneficiaries of the Trust shall be XXXXX, XXXXXX, XXXX XXXX, or other plaintiffs to be determined by the Trustees (the “Beneficiaries”) and shall not be the Settlor. In the event that any of the Beneficiaries ceases to, or plans to cease to, be involved in the activities described in Section 2.1, the Trustees may designate a successor Beneficiary in place of such Beneficiary.

**ARTICLE V
TRUST ASSETS**

5.1 Contribution. The Settlor hereby transfers, assigns and conveys, on the Effective Date, to the Trustees the sum of One U.S. dollar (\$1.00) (together with any additional funds and property contributed to the Trust hereafter, the “Trust Asset”) to be held in trust for the Beneficiaries and upon the uses and purposes set forth herein.

5.2 Bank Account; Additional Contributions. The Trustees shall, promptly after the execution of this Agreement, establish and maintain a bank account in the name of the Trust and may receive funds for the Trust, as appropriate, to be held in such bank account. Any Person may contribute additional funds as well as property to the Trust; provided, however, that acceptance of any contributions to the Trust shall be subject to the approval of the Trustees. Any solicitation of funds shall be done in accordance with applicable legal requirements, including requirements related to registration or fundraising (to the extent applicable).

**ARTICLE VI
TRUSTEES**

6.1 Trustees; Successor Trustees.

(a) The Trustees shall consist of Persons who have agreed in writing to become, and to fulfill the duties of Trustees hereunder. By executing this Agreement, the individuals listed on the signature page hereto under the heading "Initial Trustees" are agreeing to become, and to fulfill the duties of, Trustees hereunder, and no further writing or instrument shall be necessary in order for such individuals to become Initial Trustees hereunder.

(b) The Settlor may from time to time select successor Trustees, listed on Schedule A as successor trustees or otherwise determined by the Settlor, by giving written notice to the Trustees herein named, and in this event, the Trustees herein named shall, within thirty (30) days after receiving said notice, deliver to the successor Trustees the Trust Asset and accumulated income, and render a full accounting to the Settlor and to the successor Trustees.

(c) Any successor Trustee shall succeed to all of the powers, authorities, rights, discretions, immunities, estates, titles, duties and obligations of a Trustee hereunder, without the necessity of any conveyance or the taking of any action whatsoever.

6.2 Qualification. No Person shall be required to be a resident of the State of Texas in order to be a Trustee. To the maximum extent permitted by law, no Trustee, whether or not a resident of the State of Texas or otherwise, shall be required to:

(a) take actions or meet requirements to qualify as a Trustee;

(b) in the case of a Person that is not a resident of the State of Texas, file any submission to jurisdiction or appoint any agent for service of process in the State of Texas;

(c) furnish any bond or surety; or

(d) issue or make accounts with respect to the Trust or the property contained therein or for their actions as a Trustee to any Person, either upon becoming a Trustee or from time to time thereafter.

Notwithstanding the foregoing, to the extent that applicable law requires any Trustee to undertake any of the actions described in items (a) to (d) above, such Trustee hereby agrees (1) to submit to jurisdiction in the State of Texas (in the case of item (b)), (2) to undertake such action and (3) to file with the appropriate Person any documents, instruments, agreements or certificates required in connection therewith.

**ARTICLE VII
POWERS, RIGHTS AND OBLIGATIONS OF TRUSTEES**

7.1 Powers and Obligations of Trustees.

(a) Except as limited by this Agreement, the Trustees shall have all powers granted by law and shall be responsible for and may take such actions as are required to assure the effective day-to-day operation of the Trust. However, except as otherwise expressly permitted hereunder, the Trustees shall not, and shall not have the right or power to, (i) exchange, distribute, assign, sell, transfer, renounce, or convey the Trust Assets, (ii) terminate the Trust Assets' registration, or (iii) enter into a license for, grant an option on, or encumber the Trust Assets in a manner that is not in compliance with the provisions of Section 9.4.

(b) As promptly as reasonably practical following the Effective Date, the Trustees shall publish, or have published, procedures for administration of the Trust, reimbursement by Trustees of their fees and expenses from the Trust, management of the Trust Assets, conflicts of interest and standards of conduct. Thereafter, the Trustees may amend such procedures from time to time.

(c) The Trustees shall use reasonable efforts to secure contributions or commitments from third parties to contribute or make available sufficient funds to or on behalf of the Trust to administer the Trust and to maintain the Trust Assets, including but not limited to the payment of filing and maintenance fees for the Trust Assets as deemed reasonable and appropriate.

(d) It is the express intent of the Settlor that this Trust not become (and any court not order that this Trust be) invalid or terminated or the Trust Assets be released from trust, except as expressly permitted by Sections 8.1 or 10.1.

(e) The Trustees shall report monthly to the Chinese EB3 community concerning the activities of the Trust, demonstrating that the Trust is being operated in furtherance of the Purpose.

7.2 Decision-making. A quorum for a meeting of the Trustees shall be a majority of the Trustees then in office. Except as otherwise provided in this Agreement all decisions of the Trustees must be approved by majority vote of the Trustees then in office. No Trustee shall have the power to act or bind the Trust unless specifically so authorized in accordance with the immediately preceding sentence.

7.3 Delegation. The Trustees shall have the authority to delegate certain duties and responsibilities of administering the Trust to other individuals or entities who shall remain under the supervision, direction and control of the Trustees. The Trust shall have the authority to contract with third parties to carry out any actions necessary to acquire, hold, maintain and license Trust Assets subject to the limitations of this Agreement. No such delegation or third party shall permit any other Person to take any action that would not be permitted to be taken by a Trustee or the Trustees hereunder.

7.4 No Prudent Investor Standard. The Trustees shall not be required to follow the "prudent investor" or any similar rule, and in particular, the "prudent investor" or any similar rule shall not constitute, or be deemed to constitute, a basis for the exchange, distribution, assignment, sale, transfer, conveyance, grant of an option on, or encumbrance on the Trust Assets. In addition, the Trustees shall not be under any obligation to diversify the Trust Assets.

7.5 No Liability for Acts of Predecessor Trustee. No Trustee shall be responsible or liable for the acts or omissions of any predecessor Trustee, or of a custodian, agent, depository or counsel selected with reasonable care.

7.6 Fees and Expenses of Trustees. The Trustees are collectively authorized to reimburse themselves from the Trust for reasonable expenses incurred in the administration of the Trust, upon promulgation of, and in accordance with, the procedures therefore referred to above in Section 7.1(b). Unless otherwise expressly provided herein, no Trustee shall be entitled to compensation for his or her services as Trustee hereunder.

7.7 Limitation on Trustee Liability. No Trustee shall be liable to the Trust or any other person for monetary or other damages for breach of fiduciary duty as a Trustee to the maximum extent permitted by Texas law; provided, however, that this provision shall not limit the liability of a Trustee (a) for any breach of the Trustee's duty of loyalty to the Trust or (b) as otherwise required by Texas law. If Texas law be hereafter amended to authorize the further elimination or limitation of liability of Trustees, then the liability of the Trustees shall be limited to the fullest extent permitted by Texas law, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on liability provided in the previous sentence. Any repeal or amendment of this section shall be of prospective effect only and shall not adversely affect any limitation on the liability of the Trustee existing at the time of such repeal or amendment.

ARTICLE VIII TERM OF TRUST

8.1 Term. The Trust shall be for an indefinite term; provided, however, that, if this Agreement would be unenforceable in the event that it were to continue in perpetuity or otherwise violate the Rule against Perpetuities, then the term of this Agreement shall be limited to the maximum period permitted by law. Notwithstanding the foregoing, on or after the Effective Date, the Trustees, acting by at least a two-thirds majority vote, may elect to terminate the Trust.

8.2 Distributions Upon Dissolution. Upon the termination or dissolution of the Trust for any reason, the Trust Assets shall be distributed as determined by the Trustees, acting by at least a two-thirds majority vote.

ARTICLE IX ADMINISTRATION OF TRUST

9.1 Income. After payment of all expenses of administering the Trust and maintaining the Trust Assets, any part or all of the net income of the Trust may, in the absolute discretion of the Trustees, be retained or paid to or applied for the benefit of the Beneficiaries to be used in furtherance of the Purpose, at such intervals and in such amounts as the Trustees from time to time deem requisite or desirable and/or to comply with any applicable legal requirements. Any net income not paid or applied shall be added to and become a part of the principal of the Trust.

9.2 Principal. After payment of all expenses of administering the Trust and maintaining the Trust Assets, in the absolute discretion of the Trustees, the principal shall be retained or used in furtherance of the Purpose, at such intervals and in such amounts, as the Trustees from time to time deem requisite or desirable and/or to comply with any applicable legal requirements (it being understood and agreed that this section shall not override, and shall be subject to, the provisions of Sections 7.1 and 7.3).

9.3 Expenses. The Trustees shall pay from amounts contributed by third parties or from the Trust Assets the expenses of administering the Trust, which may include, but shall not be limited to, the reasonable costs of administering the Trust, including legal and accounting fees, as appropriate, the payment of filing fees and maintenance fees for the Trust Assets, and the reasonable costs incurred in administering the Trust.

9.4 Maintenance of the Trust Assets. The Trustees shall take reasonable steps to maintain the value, validity and enforceability of the Trust Assets that are subject to registration, including by filing affidavits of continued use and applying for all renewals to the extent permitted by applicable law. The Trustees shall have the right to prepare, file and prosecute registration applications in the Trust's name, as the Trustees deem necessary in order to maintain and protect the Trust Assets.

9.5 Enforcement. The Trustees shall have the right to take, and to determine whether or not to take, any action(s) with respect to any unauthorized use, infringement or dilution of property included in the Trust Assets.

9.6 Use of Trust Assets. The Trust Assets shall be used solely in furtherance of the Purpose. The Trust Assets shall not inure or be payable to or for the benefit of any private individual, except that, subject to Sections 7.1, 7.3, and 9.3, the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the Purpose and as permitted by Section 7.6 hereof.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Reservation of Right to Alter, Amend or Revoke. The Settlor hereby reserves the right to alter, amend, or revoke this Agreement at any time prior to his or her death, after which time this Agreement may be amended by two-thirds of the Trustees.

10.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the activities contemplated hereby is not affected in a manner materially adverse to the Trust. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Trustees shall modify this Agreement so as to effect the Purpose as closely as possible in an acceptable manner to the end that the Purpose is fulfilled to the fullest extent possible.

10.3 Successors and Assigns; Third Party Beneficiaries. Except as expressly provided herein, neither this Agreement nor any rights or obligations hereunder may be assigned,

delegated or otherwise transferred. Any attempted assignment, delegation or transfer that does not comply with the provisions of this section shall be null and void. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement unless expressly provided herein.

10.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

10.5 Governing Law. This Agreement and the Trust created hereby shall be governed in accordance with the law of the State of Texas, without giving effect to the conflict of laws principles thereof. The original place of administration of the Trust shall be Texas, but the place of administration of the Trust may be transferred from time to time to such place or places as the Trustees deem appropriate.

10.6 Counterparts. This Agreement may be executed in counterparts, each of which, including those with fax signatures, shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument.

[Signatures follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Johnny Ray Harvest Jr.
 **JOHNNY RAY HARVEST JR**
My Commission Expires
January 5, 2011

SETTLOR

[Huan Chen]


By: *Chuan Chen*

Accepted by

INITIAL TRUSTEES


[Huan Chen]

By: *Chuan Chen*

Johnny Ray Harvest Jr.
 **JOHNNY RAY HARVEST JR**
My Commission Expires
January 5, 2011


[Weidong Wu]

By: *Weidong Wu*

Johnny Ray Harvest Jr.
 **JOHNNY RAY HARVEST JR**
My Commission Expires
January 5, 2011

[Jun Wu]

By: *Jun Wu*

Johnny Ray Harvest Jr.
 **JOHNNY RAY HARVEST JR**
My Commission Expires
January 5, 2011

STATE OF Texas)
COUNTY OF Harris) SS

I, the undersigned, a Notary Public authorized to administer oaths in the State of Texas, certify that Huan Chen (the Settlor / the Trustee (circle one)), personally appeared before me and is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person so listed herein, after first being duly sworn, declared to me that he/she willingly executed this Agreement as his/her free and voluntary act for the purposes herein expressed.

SWORN AND SUBSCRIBED before me, this 7 day of April, 2010.


Notary Public



My Commission Expires: 1/5/11

SCHEDULE A - LIST OF TRUSTEES

(1) Initial Trustees

[Huan Chen]

[Weidong Wu]

[Jun Wu]

(2) Successor Trustees

To be determined

To be determined

To be determined