

TRUST AGREEMENT

DWAYNE M. OSADCHUK TRUST

I, MARK OSADCHUK, transfer to my son, DWAYNE M. OSADCHUK, ("DWAYNE"), and my wife, VERA OSADCHUK, as trustees, the property described in the attached schedule. That property and any other property that may be received by the trustees shall be held and disposed of in trust for the benefit of DWAYNE, upon the following terms and conditions:

ARTICLE I

This trust agreement is irrevocable and may not be amended.

ARTICLE II

1. (a) During DWAYNE's lifetime, the trustees shall pay all the net income to DWAYNE in convenient installments at least as often as quarter-annually.

(b) In addition, the trustees in their discretion may pay to, or use for the benefit of, DWAYNE so much of the principal of the trust as the trustees from time to time determine to be required for the support of DWAYNE in his accustomed manner of living.

(c) The trustees also shall distribute to DWAYNE such portions of the principal of the trust as DWAYNE from time to time requests in writing, not exceeding in any trust year the lesser of (i) the total value of all of the assets transferred to the trust during said trust year by any person or (ii) the annual exclusion from gift tax pursuant to Internal Revenue Code Section 2503 as in effect for that year. Notice of any trust gifts shall be given by the trustees at least as often as annually to DWAYNE. Any withdrawal request pursuant to this paragraph shall be delivered to the trustees by DWAYNE within sixty days from the date upon which DWAYNE receives notice of the trust gifts. The rights of withdrawal granted pursuant to this paragraph shall be noncumulative. After receiving the initial notice, DWAYNE may waive further annual notices by an instrument in writing delivered to the trustees.

2. Upon DWAYNE's death, the trustees shall distribute the trust, as then constituted, to such person or persons, among my descendants, upon such conditions and estates, in trust or otherwise, with such powers, in such manner and at such time or times as DWAYNE appoints and directs by his will specifically referring to this limited testamentary power of appointment.

3. To the extent that DWAYNE does not effectively exercise his limited testamentary power of appointment, upon his

death the trustees shall distribute DWAYNE's trust, as then constituted, to his then-living descendants by right of representation, or, if there are none, to my then-living descendants by right of representation; except that the share of any descendant of mine in default of appointment for whose primary benefit the trustees are holding any other trust upon substantially the same terms created by me shall instead be added to the other trust and held and distributed as if it had been an original part of the other trust.

4. If any descendant of mine to whom the trustees are directed in a preceding provision to distribute any share of trust principal is under the age of thirty years when the distribution is to be made, and if the trustees are not otherwise directed in this instrument to hold such share in trust, the trustees may in their discretion distribute such share to a custodian under a Uniform Transfers to Minors Act (or similar statute), if such descendant is under the age of twenty-one years, or continue to hold it as a separate trust for such period of time as the trustees deem advisable, but not after the time such descendant reaches the age of thirty years. If the trustees hold such share as a separate trust, the trustee may use for the benefit of such descendant so much of the income and principal as the trustees determine to be required for such descendant's support and education, adding any excess income to principal.

ARTICLE III

1. The trustees may either expend directly any income or principal which they are authorized in this instrument to use for the benefit of any beneficiary, or may pay it over to him or for his use to his guardian or conservator, or to any person with whom he is residing, without responsibility for its expenditure.

2. In determining whether and to what extent to make discretionary payments of principal to, or for the benefit of, DWAYNE, the trustees shall take into account any other property or sources of income or support of DWAYNE known to the trustees.

3. No interest under this instrument shall be transferable or assignable by any beneficiary or be subject during his life to the claims of his creditors or to any claims for alimony or for the support of his spouse. This paragraph shall not restrict the exercise of any power of appointment.

4. Notwithstanding anything to the contrary, the trusts under this instrument shall terminate no later than twenty-one years after the death of the last survivor of my descendants living on the date of this instrument, at the end of which period the trustees shall distribute each trust, as then constituted, to the beneficiary at that time of the current income.

5. If at any time the trustee, other than DWAYNE, determines that the continued administration of the trust is contrary to the best interests of DWAYNE due to (a) legislation, (b) an unforeseen change of conditions or circumstances or (c) the reduced or limited value of the assets, the trustee may in her discretion distribute such trust, as then constituted, to the primary income beneficiary.

6. In determining whether and to what extent DWAYNE has exercised his power of appointment by his will, the trustees may rely upon any instrument admitted to probate in any jurisdiction as DWAYNE's will. The trustees may act as if DWAYNE died intestate if the trustees have no notice of a will within three months after DWAYNE's death. This paragraph shall not affect the rights of any appointee or beneficiary against any distributee.

7. This instrument and the dispositions under it shall be construed and regulated and their validity and effect shall be determined by the law of the situs of the trust.

8. If at any time the trustees are holding any trust under this instrument for the primary benefit of any person or persons for whose primary benefit the trustees are holding any other trust upon substantially the same terms, created by me under this or any other instrument, the trustees may in their discretion commingle them and hold them as a single trust.

ARTICLE IV

1. (a) Any trustee shall be entitled to reasonable compensation for services in administering and distributing the trust property and to reimbursement for expenses.

(b) No trustee shall be required to give any bond as trustee; to qualify before, be appointed by, or, in the absence of breach of trust, to account to any court; or to obtain the order or approval of any court in the exercise of any power or discretion. I expressly waive any requirement that any trust created pursuant to this instrument be submitted to the jurisdiction of any court.

(c) Whenever the context requires or permits, the gender and number of words shall be interchangeable.

2. The trustees shall have the following powers, and any others that may be granted by law, to be exercised as the trustees in their discretion determine to be to the best interests of the beneficiaries, without application to any court:

(a) To retain any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk, or nonproductivity;

(b) To invest and reinvest the trust estate in bonds, notes, stocks of corporations regardless of class, real estate or any interest in real estate, interests in trusts, general or limited partnerships or in any property or undivided interests in property, including so-called common trust funds and index funds, wherever located, without being limited by any statute or rule of law concerning investments by trustees;

(c) To sell any trust property for cash or on credit, at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; to write, sell, purchase, exercise and otherwise engage in options on securities; and to determine the prices and terms of sales, exchanges and options;

(d) To operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust; to subdivide real estate; to grant easements, give consents and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;

(e) To borrow money for any purpose, either from the trustee or the banking department of any corporate trustee or from others, and to mortgage or pledge any trust property;

(f) To employ attorneys, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a trustee, a nominee of the trustees, or a nominee of the depositary used by the trustees, with or without disclosure of any fiduciary relationship;

(g) To take any action with respect to conserving or realizing upon the value of any trust property and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants, representations and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability;

(h) To receive additional property from any source and add it to the trust estate;

(i) To enter into any transaction authorized by this Article with trustees or personal representatives of other trusts or estates in which any beneficiary has any interest, even though any such trustee or personal representative is also trustee under this instrument; 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 to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

(j) 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 discretion 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;

(k) To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property; and to make joint investments of funds in the trusts, and to hold the several trusts as a common fund, dividing the net income among the beneficiaries of the several trusts proportionately;

(l) To transfer the assets of any trust to another situs;

(m) To determine in an equitable manner with due regard to the respective interests of any income beneficiary and any remainderman, the allocation or apportionment of all receipts and disbursements between income and principal;

(n) To divide property in the trust with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code, of neither one nor zero into two separate trusts representing two fractional shares, one with an inclusion ratio of one and the other with an inclusion ratio of zero;

(o) To retain any business interest as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate; to participate in the management and conduct of any business to the same extent as could an individual owner of any business; to vote the stock of any business interest and to determine all questions of policy; to execute partnership or other organizational agreements and amendments; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; to invest additional capital in any business by subscribing to or purchasing additional stock or securities of any business, or by making secured, unsecured or subordinated loans to any business with trust funds; to elect or employ as directors, officers, employees or agents of any business such persons (including a trustee or a director, officer or agent of a trustee) as are necessary and at such compensation as is appropriate; to rely upon the reports of certified public accountants as to the operations and financial

condition of any business, without independent investigation; and to sell or liquidate any interest in any business. Any business interest may be retained and continued without liability for any loss and without application to any court.

3. I hereby authorize the trustees to retain as an asset of the trust, any part or all of any interest in OZZIE'S PIPELINE PADDERS, INC. common stock, and any successor to all or any part of its business or assets, transferred by any person to the trustees so long as the trustees shall deem it to be in the best interests of the trust, even though such asset may constitute a substantial part or all of the trust. I hereby expressly waive diversification with regard to such asset. If such assets are retained by the trustees it may be done without any liability to the trustees for any losses to the trust and without application to any court for authority to do so.

4. Notwithstanding the foregoing, none of the powers granted the trustees may be construed to enable me, the trustees, or anyone else to buy, exchange, or otherwise deal with trust principal or income for less than adequate and full consideration in money or money's worth, or to enable me, the trustees, or any entity in which I, the trust, or both have a substantial interest, to borrow the principal of the trust, directly or indirectly, without any interest or security. No one but the trustees may vote or direct the voting of any corporate shares or other securities of the trust, control the trust's investments or reinvestments by direction or veto, or reacquire or exchange trust property by substituting other property of equal value. The trustees are not required to surrender trust assets upon being tendered substitute assets, regardless of the relative values of the assets involved.

ARTICLE V

1. (a) Any trustee may resign by giving written notice, specifying the effective date of the resignation, to DWAYNE.

(b) The sole trustee or a majority of the trustees, if more than one are acting, may from time to time by signed instruments filed with the trust records appoint one or more additional trustees as co-trustees, or future trustees to become acting trustees upon any stated contingency, and may by a similar instrument revoke the appointment of any future trustee at any time before the occurrence of any such contingency. If any trustee dies or at any time resigns, refuses or is unable to act or is removed, and no successor trustee is designated and able and willing to act, a successor trustee shall be appointed by an instrument delivered to that trustee and signed by me, or after my death, by DWAYNE. I may not be appointed as trustee.

(c) Any trustee may at any time, by a signed instrument delivered to the other trustee, delegate to such

trustee any or all powers and discretion under this instrument, including the power to convey real property, either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing in good faith with the trustee to whom a power is delegated may rely without inquiry upon such trustee's certificate with respect to any delegation.

(d) Except as otherwise specifically provided, the decision of a majority of the trustees shall control. A dissenting trustee shall have no liability for participating in or carrying out the acts of the controlling trustees or trustee.

2. (a) The trustees shall prepare periodic accounts of their administration of the trust and shall distribute a copy of each such account to DWAYNE. During the lifetime of DWAYNE, no other trust beneficiary shall be entitled to receive a copy of any trust account.

(b) The approval of the accounts of any trustee, in an instrument signed by DWAYNE, shall be a complete release and discharge of such trustee with respect to the administration of the trust property for the period covered by such accounts, binding upon all persons.

(c) No successor trustee shall be personally liable for any act or omission of any predecessor trustee. Any successor trustee shall accept without examination or review the accounts rendered and the property delivered by or for a predecessor trustee without incurring any liability or responsibility. Any successor trustee shall have all the title, powers and discretion of the trustee succeeded, without the necessity of any conveyance or transfer.

3. Any generation-skipping tax imposed on the termination of any interest or power under this instrument shall be paid out of and charged generally by the trustees against that portion of the trust property on which the tax is imposed, without contribution or reimbursement.

4. Any individual acting in a fiduciary capacity shall be considered unable to act if adjudicated incompetent or if a doctor familiar with such individual's physical and mental condition certifies in writing that such individual is unable to give prompt and intelligent consideration to business matters.


ARTICLE VI

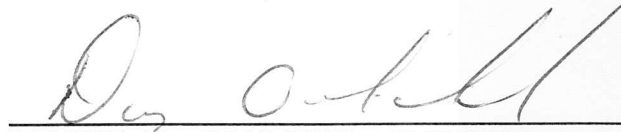
This trust shall be administered to ensure that the trust estate is excluded from my estate and the estate of my said wife for death tax purposes, that gifts to the trust qualify for the federal gift tax exclusion and the \$1,000,000 generation-skipping tax exemption, and that trust accounting income is excluded from my taxable income and the taxable income of my

wife consistent with the provisions of the Internal Revenue Code, including Sections 671-678. All provisions of this trust should be interpreted accordingly. Both my wife and I specifically disclaim any power or right which either of us might otherwise hold which would cause either of us to be treated for tax purposes as owner of the trust property pursuant to those sections.

This instrument is signed on this 31 day of December, 1992.

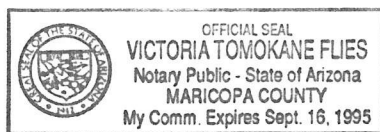

MARK OSADCHUK, GRANTOR


VERA OSADCHUK, TRUSTEE


DWAYNE M. OSADCHUK, TRUSTEE

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

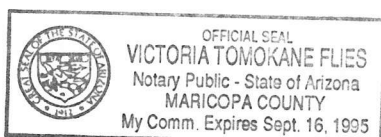
The foregoing instrument was acknowledged before me this 31 day of December, 1992, by MARK OSADCHUK.




Notary Public

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 31 day of December, 1992, by VERA OSADCHUK.




Notary Public

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me
this 31 day of December, 1992, by DWAYNE M. OSADCHUK.



Victoria Tomokane Flies
Notary Public

3729E

SCHEDULE

DWAYNE M. OSADCHUK TRUST

100 shares of common stock of Ozzie's Pipeline Padder, Inc.

100 shares of common stock of Ozzie's Padder of Germany, Inc.

**AMENDMENT TO
DWAYNE M. OSADCHUK TRUST**

On December 31, 1992, I created a trust entitled the DWAYNE M. OSADCHUK TRUST naming my son, DWAYNE M. OSADCHUK, and my wife, VERA OSADCHUK, as trustees. Article I of that Agreement provides that the trust may not be revoked or amended. Nevertheless, I now desire to make the following modification to Article IV of the trust by adding a new Paragraph 5:

5. No trustee shall exercise any discretion, power, or an incident of ownership with respect to trust owned insurance on the life of that trustee.

This instrument is signed effective this 7th day of May, 1993.



MARK OSADCHUK, Grantor



VERA OSADCHUK, Trustee



DWAYNE M. OSADCHUK, Trustee and
Beneficiary

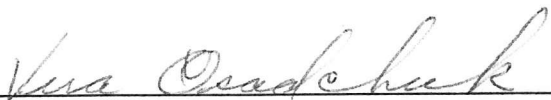
APPOINTMENT OF ADDITIONAL CO-TRUSTEE

Pursuant to the provisions of Paragraph 1(b) of Article V of the DWAYNE M. OSADCHUK TRUST dated December 31, 1992, we may appoint an additional trustee at any time. Accordingly, we hereby appoint VELMA JEAN OSADCHUK as co-trustee with all of the powers and discretion of the original trustees. This appointment shall be effective upon the date of this instrument.

This instrument is signed this 19th day of December, 1994.



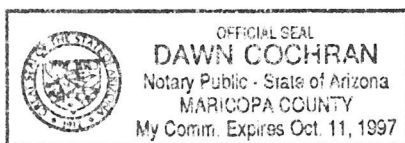
DWAYNE M. OSADCHUK




VERA OSADCHUK

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of December, 1994, before me, a Notary Public within and for said County, personally appeared DWAYNE M. OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

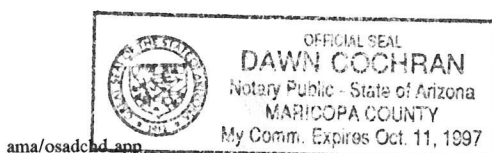





Notary Public

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of December, 1994, before me, a Notary Public within and for said County, personally appeared VERA OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.





Notary Public

ACCEPTANCE OF APPOINTMENT

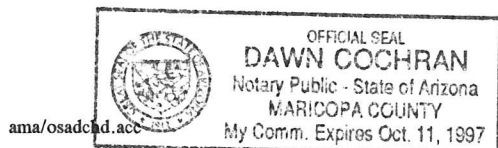
I, VELMA JEAN OSADCHUK, hereby accept my appointment as co-trustee of the DWAYNE M. OSADCHUK TRUST dated December 31, 1992, and agree to perform all duties of the office and trust which I now assume.

This instrument is signed this 19th day of December, 1994.


VELMA JEAN OSADCHUK

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of December, 1994, before me, a Notary Public within and for said County, personally appeared VELMA JEAN OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.




Notary Public

RESIGNATION OF TRUSTEE

I, DWAYNE M. OSADCHUK, hereby resign as trustee of the DWAYNE M. OSADCHUK TRUST dated December 31, 1992 effective upon the date of this instrument. This resignation is made pursuant to Paragraph 1(a) of Article V of said trust agreement.

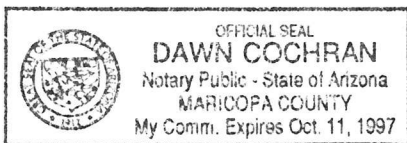
This instrument is signed this 20th day of December, 1994.




DWAYNE M. OSADCHUK

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 20th day of December, 1994, before me, a Notary Public within and for said County, personally appeared DWAYNE M. OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



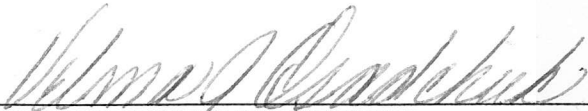


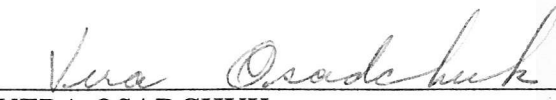
Notary Public

APPOINTMENT OF ADDITIONAL CO-TRUSTEE

Pursuant to the provisions of Paragraph 1(b) of Article V of the DWAYNE M. OSADCHUK TRUST dated December 31, 1992, we may appoint an additional trustee at any time. Accordingly, we hereby appoint DWAYNE M. OSADCHUK as co-trustee with all of the powers and discretion of the original trustees. This appointment shall be effective upon the date of this instrument.

This instrument is signed this 18th day of December 2000.


VELMA JEAN OSADCHUK


VERA OSADCHUK

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 18th day of December, 2000, before me, a Notary Public within and for said County, personally appeared VELMA JEAN OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

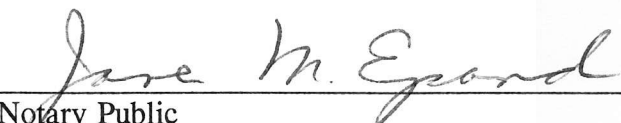



Notary Public

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 18th day of December, 2000, before me, a Notary Public within and for said County, personally appeared VERA OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

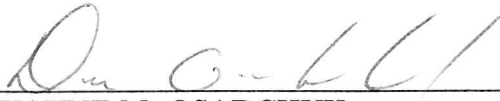



Notary Public

ACCEPTANCE OF APPOINTMENT

I, DWAYNE M. OSADCHUK, hereby accept my appointment as co-trustee of the DWAYNE M. OSADCHUK TRUST dated December 31, 1992, and agree to perform all duties of the office and trust which I now assume.

This instrument is signed this 18th day of December 2000.

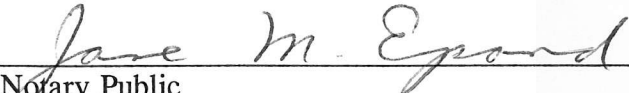


DWAYNE M. OSADCHUK

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 18th day of December, 2000, before me, a Notary Public within and for said County, personally appeared DWAYNE M. OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.






Notary Public

RESIGNATION OF TRUSTEE

I, VELMA JEAN OSADCHUK, hereby resign as trustee of the DWAYNE M. OSADCHUK TRUST dated December 31, 1992 effective upon the date of this instrument. This resignation is made pursuant to Paragraph 1(a) of Article V of said trust agreement.

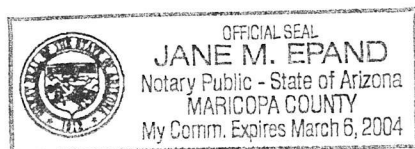
This instrument is signed this 19th day of December 2000.



VELMA JEAN OSADCHUK

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of December, 2000, before me, a Notary Public within and for said County, personally appeared VELMA JEAN OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.





Notary Public

An original of this instrument is received this 19th day of December, 2000.



DWAYNE M. OSADCHUK

RESIGNATION OF TRUSTEE

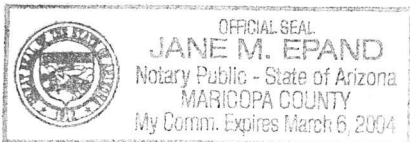
I, VERA OSADCHUK, hereby resign as trustee of the DWAYNE M. OSADCHUK TRUST dated December 31, 1992 effective upon the date of this instrument. This resignation is made pursuant to Paragraph 1(a) of Article V of said trust agreement.

This instrument is signed this 16th day of Feb., 2004.

Vera Osadchuk
VERA OSADCHUK

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 16th day of February, 2004, before me, a Notary Public within and for said County, personally appeared VERA OSADCHUK, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Jane M. Epand
Notary Public

An original of this instrument is received this 16th day of February, 2004.

Dwayne M. Osadchuk
DWAYNE M. OSADCHUK