

The principal office of the Trust is located at

The Trustees, in the name of the Trust, may engage in

general business activity and perform all acts they consider necessary in furtherance of such activity. The powers and duties of the Trustees are more specifically set forth in paragraph 10.

4. Shares of Beneficial Interest. Beneficial interest in the

Trust shall consist of ()

shares, each with a par value of

dollar(s) (\$). The Trustees may sell, exchange

or acquire shares for such sums as they consider proper. The Trustees shall issue certificates ("share certificates"), to the purchasers of shares, in such form as the Trustees deem proper, evidencing the beneficial interests of the purchasers. The purchasers shall be the Beneficiaries of the Trust and shall be bound by the provisions of this Declaration of Trust. The shares shall entitle the Beneficiaries to participate in all dividends and other distributions of income or principal, as the Trustees in their discretion, from time to time, shall deem advisable. Each Beneficiary shall share in dividends or other distributions in the proportion which the number of shares owned by him bears to the total number of shares

issued and outstanding. No Beneficiary shall have the right to ask for partition of the Trust Property during the continuance of this Trust. No Beneficiary shall have any interest in any portion of the Trust Property and shall

have only an interest in dividends and other distributions. In the event of the loss or destruction of a share certificate, the Trustees may issue a new share certificate upon such conditions as they deem proper.

The initial Beneficiaries of this Trust are as follows: Name and

Address % Interest

5. Transfer of Beneficial Interests. No holder of a beneficial

interest shall transfer all or any part of such interest without prior written approval of the Trustees. Such approval shall be granted in the Trustees' sole discretion.

The Trustees must approve any transfer taking effect

because of the death of a beneficiary provided the Trustees are reasonably satisfied of the validity of the instrument of transfer.

A beneficiary transferring his, her, or its interest in the Trust shall, within ten (10) days after such transfer, notify the Trustees with the name and address of the transferee. The Trustees shall then, within ten (10) days after receipt of such notice, prepare and issue a new "Certificate of Beneficial Interest" to the transferee if the transfer was approved by the Trustees as provided herein.

Any transferee of a beneficial interest in this Trust who receives such interest without the prior written approval of the Trustees for the such transfer shall succeed to none of the rights of the transferor or beneficiary described herein other than the right to receive a distribution of Trust income and principal upon termination of the Trust.

6. Continuation of Trust. The death, insolvency, or

incompetency of a Beneficiary, or the transfer of shares of beneficial interest, shall not terminate the Trust or entitle the legal representative of the Beneficiary, or the transferee, to any accounting or to any legal action against the Trust Property of Trustees. Upon the death, insolvency, or incompetency of a Beneficiary, his legal representative shall succeed as a Beneficiary and shall be bound by the provisions of this Declaration of Trust.

7. Personal Liability of Beneficiaries. The Beneficiaries

shall not be made personally liable by any act or omission of the Trustees. All persons dealing with the Trustees, or with any agent of the Trustees, shall look only to the Trust Property for the Payment of any sum due as a result of their

dealing. In every instrument executed by the Trustees and creating an obligation of any kind, the Trustees shall stipulate that neither they nor the Beneficiaries shall be held to any personal liability under the instrument.

8. Meetings of Beneficiaries. An annual meeting of

Beneficiaries shall be held at (specify time and day)

in each year, or on the next non-holiday if specified day is a legal holiday. In addition, the Trustees may call special meetings of the Beneficiaries at such times as they consider advisable. Written notice of every meeting, specifying the time, place and the purpose, shall be sent by registered or certified mail to the Beneficiaries fifteen (15) days prior to the holding of the meeting. A notice addressed to a Beneficiary at the address listed in the register of the Trustees shall be sufficient notice under this paragraph. The owners of one-half of the issued and outstanding shares of beneficial interest, or their proxies shall constitute a quorum for the purposes of any meeting and a majority of the shares represented and voting at the meeting shall control on any issue considered at the meeting, except as otherwise specifically provided herein.

9. Appointment, Meetings, and Duties of Trustees.

a. There shall be () Trustees,

each of whom shall serve for the entire term of the trust, unless his tenure is terminated by death, resignation or incapacity to serve. Each Trustee shall receive an annual salary of _____ dollars (\$ _____) payable in equal monthly installments. The death, resignation, or incapacity of a Trustee shall not terminate the Trust or in any way affect its continuity.

b. Upon the death, resignation or inability to serve of a

trustee, the surviving Trustee(s) shall continue to serve.

c. The Trustees shall meet at such times and at such

places as they deem advisable.

d. The Trustees shall hold, manage, control and invest the

assets of the Trust in furtherance of the Trust

purpose.

- e. The Trustees shall keep accurate books and records of

all transactions involving trust property using a cash basis accounting method. The Trustees shall also keep a register of all names, addresses and interests of Trust Beneficiaries.

- f. The Trustees shall, at their own expense, provide a

place of business and furnish it with sufficient assets, supplies and personnel to properly conduct the affairs of the Trust.

- g. The Trustees shall maintain complete separation of

their own funds from those of the Trust.

10. Powers of Trustees. The Trustees shall have absolute and exclusive power and authority to manage the Trust Property and to conduct the Trust business, exercisable without the consent of the Beneficiaries, to the same extent as if the Trustees were the owners of the property and business, and

limited only as specifically set forth in this Declaration of Trust. The concurrence of a majority of Trustees shall be necessary to the validity of any action taken by them. The Trustees' powers shall include, but shall not be

limited to or by, the following:

- a. to undertake or engage in any type of commercial,

industrial or other business or venture;

- b. to purchase or otherwise acquire real or personal

property and to sell, exchange, mortgage, grant a security interest in, pledge, or in any manner deal with the Trust Property or any part thereof or any interest therein, upon such terms and for such consideration as they deem proper;

- c. to incur indebtedness; borrow or lend money with or

without security; execute, accept, discount, negotiate and deal in commercial paper and evidences of indebtedness; and execute any written instruments;

d. to prosecute and defend all actions affecting the

Trust, and to compromise or settle any suits, claims or demands, or waive or release any rights relating to the Trust;

e. to employ officers, agents, attorneys and employees;

and

f. to adopt and enforce such by-laws, not inconsistent

with this Declaration of Trust, as they may from time to time deem proper.

11. Liability of Trustees. The Trustees shall not be personally liable for any loss resulting from an act or omission to act in the execution of any of the powers conferred by this Declaration of Trust, so long as they act in good faith. No Trustee shall be personally liable for an act or omission of another, or for an action or omission of any person appointed by any of them to assist in the execution of the Trust. All persons dealing with the Trustees shall look only to the Trust Property for the payment of their claims and every instrument to which the Trustees shall be parties or on account of which any liability may be chargeable against the Trust Property shall in substance so provide.

12. Indemnification of Trustees. Each Trustee shall be indemnified by and receive reimbursement from the Trust Property against and from any and all loss, liability, expense or damage arising out of any action or mission to act as a Trustee, except to the extent that any loss, liability, expense, or damage shall result from his own willful misconduct. Any indemnity or reimbursement shall be limited to the Trust Property and no shareholder shall be personally liable to any extent.

13. Term. The Trust shall continue for a period of () years from the date hereof, except that

it may be terminated at any earlier time by the Trustees, provided that at least percent (%) of the holders in value of the outstanding shares of

beneficial interest or their proxies, assent to termination. Assent must be given by voting at a meeting of Beneficiaries for that purpose, pursuant to notice given as provided in paragraph 8.

14. Amendment. This Declaration of Trust may be amended in any particular, except that no change may be made in the provisions governing the liability of the Trustees, or their agents, or of the Beneficiaries. An amendment may be

considered at any meeting of the Beneficiaries provided the notice of the meeting states that the amendment is to be considered at the meeting. The consent of the holders of _____ percent (_____%) in value of the outstanding shares of beneficial interest shall be necessary to adopt any amendment. The amendment shall become effective when certified by the chairman of the meeting which voted it, countersigned by the Trustees, and attached to this Declaration of Trust.

15. Withdrawal of Beneficial Interest. No holder of a beneficial interest may withdraw all or any part of his, her or its beneficial interest from the Trust without the express unanimous approval of all then serving Trustees and the written approval of all then serving Trustees and the written approval of _____ percent (____ %) in value of the outstanding shares of beneficial interest.

The withdrawal, if approved, of a beneficial interest

shall be effected by the surrender of the Certificate of Beneficial Interest evidencing such withdrawn interest to the Trustees and by the payment by the Trustees to such withdrawing beneficial interest holder of the trust principal and current income allocated to the withdrawing interest.

16. Powers of Beneficiaries. In addition to those rights granted to beneficiaries under law or elsewhere in this document, all beneficiaries shall have the power and right to:

- a. inspect all books and records of the Trust;
- b. inspect all books and records of the Trustee;
- c. Inspect all assets used in connection with the trust

business.

17. Spendthrift Provision. No beneficiary shall have any right to alienate, encumber or hypothecate his interest in the Trust Estate, nor shall such interest be subject to claims of the beneficiary's creditors or be liable to attachment, execution or other process of law. The interest of each beneficiary shall be free from the control or interference of any creditor of a beneficiary or any spouse of a beneficiary. This paragraph shall not be construed as restricting in any way the exercise of any powers of discretion.

18. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of _____ . The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a Court of subject matter jurisdiction located in

County, . In the event

that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorneys fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent

jurisdiction if filed more than one year subsequent to the date the cause of action actually accrued regardless of whether damages were otherwise as of said time calculable.

20. Termination. At the termination of this Trust, the Trust Corpus and income shall be divided in proportion to the beneficial interests held by each beneficiary.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trust Declaration.

Grantor:

Witness

Witness

Trustees:

Witness Name of person/entity

Witness

Witness Name of person/entity

Witness

Witness Name of person/entity

Witness

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me, this
_____ day of _____, 20_____.

Notary Public

State of
Expires:

My Commission

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me, this
_____ day of _____, 20_____.

Notary Public

State of
Expires:

My Commission

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me, this

_____ day of _____, 20_____.

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Notary Public

State of
Expires:

My Commission

EXHIBIT A