

DECLARATION OF NOMINEE TRUST

_____, referred to as SETTLOR, hereby declares that any and all property and interest in property that may be transferred to him as Trustee hereunder ("the Trust Estate"), shall be held in trust, for the sole benefit of, _____, the beneficiaries of this Trust. The term "Trustee" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

A. BENEFICIARIES: The term "Beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustee, or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustee. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustee of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustee. Any Trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a Trustee.

B. DUTIES OF TRUSTEE: The Trustee shall hold the principal of this Trust for the benefit of the beneficiaries, and shall immediately pay over any income received to the beneficiaries in proportion to their respective interests.

C. POWERS OF THE TRUSTEE: The Trustee shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, any one of the Trustees shall have the power to:

(a) Buy or otherwise acquire, to hold, to exchange or partition, to sell at public or private sale, and to mortgage, pledge or otherwise encumber or dispose of all or any part of the Trust Estate; and to execute any and all deeds, promissory notes, mortgages and other instruments necessary or appropriate therefore;

(b) To lease and sublease all or any part of the Trust Estate for such term(s) and on such terms as the Trustee deems advisable;

(c) Contest or compromise any claims in favor of or against or in any way relating to the Trust Estate. Any and all instruments executed pursuant to such directions may create obligations extending over any periods of time including periods beyond any possible termination date of the Trust. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve

him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph 7 hereof.

D. TERMINATION: The Trust may be terminated any time by any one or more of the beneficiaries by notice in writing to the Trustee, but such termination shall only be effective when a certificate thereof signed and acknowledged by a Trustee hereunder shall be recorded in the appropriate official records of _____ County, State of _____. In any event, and the Trust shall terminate in any event twenty (20) years from the date hereof or at such maximum time as made be provided for by any applicable Rule Against Perpetuities, whichever is later. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the then beneficiaries as tenants in common in proportion to their respective interests hereunder.

E. RESIGNATION AND APPOINTMENT OF SUCCESSOR TRUSTEES: Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded as is stated above in paragraph "D." Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all the beneficiaries, provided in each case that such instrument or instruments, or a certificate signed by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded as stated in paragraph "D" above. Upon the appointment of any succeeding or additional Trustee, the title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding or additional Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding and additional Trustee shall have the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond.

F. This trust shall not be administered by any Court.

G. AMENDMENT: This Declaration of Trust may be amended from time to time by an instrument in writing signed by all the beneficiaries and acknowledged by one or more of the beneficiaries, provided in each case that the instrument of amendment, or a certificate by any Trustee setting forth the terms of such amendment, shall be recorded with the Registry prior to the amendment being effective as to any party who does not have actual notice thereof.

H. TRUSTEE LIABILITY; RELIANCE OF PURCHASERS AND OTHERS: No Trustee hereunder shall be liable for any error of judgment or for any loss arising out of any act or omission in good faith, but shall be responsible only for his/her own willful breach of

trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note, or other instrument or document executed or action taken by any one Trustee appearing as a Trustee hereunder from the appropriate public records as stated in paragraph "D" above, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without inquiry on the certificate signed by any Trustee appearing as a Trustee hereunder from the records of the Registry as to whom is the Trustee or whom are the Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

I. NO PERSONAL LIABILITY: No Trustee or beneficiary of this Trust shall be held personally or individually liable for any of the obligations incurred or entered into on behalf of the Trust and each person who deals with the Trustee shall look solely to the Trust Estate for satisfaction of any claims which such person may have against the Trust.

J. DIVISION AMONG TRUSTEES. In the event that there are multiple trustees herein, in the event of any division between the trustees as to acts to be taken herein, the majority of trustees shall control. In the event that the trustees are evenly divided, the vote of the longest serving trustee shall be decisive.

K. APPLICABLE LAW. The terms of this trust shall be determined as is provided by the laws of the state of _____.

Dated: _____

TRUSTEE