

COMPOSITE DECLARATION AND BUSINESS TRUST AGREEMENT

_____, referred to as TRUSTEES, herewith establish and declare the following trust:

Trustees declare that all property, income, and profit now held or acquired after the effective date of this agreement shall be controlled by them for the benefit of such person as may from time to time be owners of certificates of shares having beneficial interests in this trust estate, in a way which is set forth in this instrument and any amendments to this instrument.

The property that will be subject to the terms of this agreement consists of the following:

TYPE OF TRUST

It is hereby declared this trust shall be a Business Trust and not be known otherwise.

NAME AND LOCATION

The adopted business name of the trust shall be _____, and in this name they make and execute contracts and all types and kinds of instruments, conduct business, acquire and convey real and personal property, and sue and be sued.

The principal office of the trust shall be at _____, unless and until it is changed by the trustees.

The trustees may establish branch offices or places of business they determine to be in the best interest of the trust.

CAPITAL STOCK AND SHARES

The trust shall have the authority to accept up to \$ _____ (Zero and 0/100ths Dollars dollars) in capital contributions and the Trustees may sell or exchange shares for such sums or consideration, and on such terms as they deem appropriate for the trust.

The shares shall be personal property and shall entitle owners of such shares to participate in all dividends and other distributions of income or principal in the proportion of the number of shares they hold to the number of shares issued and outstanding.

Any trustee may acquire, hold or dispose of shares in the trust in the same way if he or she were not a trustee and without affecting in any way their power or status.

TRANSFER OF SHARES

All shares of the trust shall be in writing and transferable by an appropriate instrument only.

The person whose name appears as the owner of such shares in the books of the trusts, shall be deemed absolute owner of such shares and until the existing certificate of shares is surrendered and transfer is recorded, the trustees shall not be affected by any notice.

Any person acquiring stock through the result of bankruptcy or death shall receive a new certificate for the share(s) and be recorded in the trust's books. Until evidence is produced and the existing certificate produced to the trustees, the trustees shall not be affected by any other notice of the change of title.

In the event of a death of one of the shareholders the shareholder's heirs, legatees, or legal representatives of the decedent shall succeed to his or her rights.

LOSS OR DESTRUCTION OF CERTIFICATE

A new certificate may be issued in place of an old one upon provision of a surety bond or upon such other terms and conditions as are proper and necessary.

INSPECTION OF STOCK RECORDS

The stock books shall be open for inspection by any shareholder or their representative or agent at all reasonable times.

DIVIDENDS

Trustees may distribute net earnings received by them in their own discretion, and when they deem it to be proper and advisable.

RIGHTS OF SHAREHOLDERS

The rights of shareholders and transferees and other persons becoming entitled to heirs of the trust shall be subject to the all the terms and conditions of this declaration of trust.

No shareholder shall have the right to manage or control the property, affairs, or business of the trust, or any power to control trustees in these respects or the right to an accounting or partition of the trust property during the duration of the trust.

LIABILITIES OF SHAREHOLDERS

Shareholders shall not be liable for any assessment, and trustees shall have no power to bind the shareholders personally.

No amendment shall be made to this declaration increasing the liability of the shareholder without the written consent of all the shareholders.

Every document and correspondence executed by the trustees shall have in writing a stipulation which holds the shareholders not liable for any debt, demand, or liability incurred in connection with the document. However, failure of the stipulation to appear does not render any shareholder personally liable.

SHAREHOLDERS MEETINGS AND ELECTIONS

Shareholders shall meet annually on the anniversary date of the declaration of this trust, or if said day is a legal holiday, on the next business day thereafter, at the principal office of the trust, or such other place as the Trustees may establish.

The Trustees may call special meetings of the shareholders at any time. Trustees are responsible for notifying all the shareholders of any special meeting and its nature of business and the meeting shall pertain only to the business specified in the notice of special meeting.

Notice will be deemed properly delivered if mailed or delivered to the shareholder's address contained in the trust's books.

The President named by the trustees shall preside at all the meetings. The shareholders shall be entitled to one vote per share and may vote by proxy. Thirty-three per cent of all outstanding shares shall constitute a quorum.

NUMBER, ELECTION, AND TENURE OF TRUSTEES

There shall be _____ trustees. The term of any trustee and their successors shall be for a term of one year, or until their successors are elected.

The death, resignation, incapacity, or removal of any trustee shall not terminate this trust.

Any vacancy shall be filled by the remaining trustees until the end of term.

New trustees shall be elected yearly by the shareholders at the annual meetings.

A Trustee may be removed by a majority vote of the other trustees when they deem it is necessary and appropriate to do so. Written notification of any such vote shall be given to each trustee at least 15 days prior to the meeting, but no such notice is necessary for regular meetings of trustees.

MEETINGS OF TRUSTEES

Meetings for the trustees shall be held at regular intervals to be established by the trustees. After the election of trustees provided for herein the trustees shall hold an initial meeting at which time they shall establish the time for meetings. A majority of the trustees shall constitute a quorum, and an absent trustee's vote shall not be necessary to carry out any matter voted on at a meeting which holds a quorum.

WRITTEN REPORTS BY TRUSTEES

A written report shall be prepared annually showing operations during the preceding fiscal year, receipts, disbursements, and earnings, and the assets and conditions of the trust estate.

OFFICERS AND AGENTS

Trustees shall appoint from among their number a President, Treasurer, and Secretary and shall perform such duties which are characteristic with that position. The terms and conditions of the positions shall be set forth by the trustees. The removal of a trustee from any such a position shall not affect his or her status as a trustee unless voted on otherwise.

COMPENSATION OF TRUSTEES

Trustees shall be compensated as they deem reasonable and proper. They shall fix the compensation, if any, of all officers and agents appointed by them.

GENERAL FUNCTIONS AND POWERS OF THE TRUSTEES

Trustees hold legal title, as if they were absolute owners, to all the property at any time belonging to the trust and have absolute control of such property subject to the limitation in this trust. Trustees also have the right to acquire property for the trust as they see proper and necessary to benefit the trust.

Trustees may sue and be sued and prosecute and defend any and all actions affecting the trust or its business or property, either in the name of the trust or their own names.

Trustees may adopt and enforce such bylaws or rules and regulations, not consistent with the provisions of this instrument they deem to be expedient.

APPLICATION OF TRUST FUNDS

Any action or thing carried out by a trustee with authority from trustees, officers, or agents shall be deemed to be within the purposes of this trust and within the powers of the trustees.

LIABILITY OF TRUSTEES

A trustee shall only be responsible for their own actions and not that of the trustees, but shall not be liable for any negligence or error in judgment, or for any act or omission, except for his or her own willful breach of trust.

A trustee shall not be required to give any bond or surety to secure the performance of the trust.

Every act or thing done or omitted by a trustee shall be in the interest of the trust and for his or her own interest.

A trustee shall not be personally liable for an act or duty carried out on behalf of the trust and a stipulation to this effect may be inserted into any document and an omission of such a stipulation shall not deem a trustee personally responsible. Any claim against a trustee who acted in the interest of the trust shall be against the property of the trust and not the trustee personally. A trustee is indemnified by and reimbursed from any personal liability, loss, or damage incurred or suffered while performing any act or duty authorized or permitted by the declaration of trust or any amendment to this declaration: but such indemnity shall be limited to the trust estate.

AMENDMENTS

This document may be amended, except in regards to the liability of the shareholders, with the consent of the owners of at least 66% of the shares. All shareholders must be notified of any meeting which holds such a matter, at the address held in the trust's books.

DURATION AND TERMINATION

This trust shall last for a period of 10 years from the date of this instrument, unless terminated earlier.

This trust may be terminated by the trustee with the consent of the owners of at least 66% of the shares. All shareholders must be notified of any meeting which holds such a matter, at the address held in the trust's books.

On the termination of this trust by any cause, trustees shall liquidate the trust estate, wind up the affairs of the trust, and dispose of its property and assets at public or private sales, and, after discharging all legal obligations of the trust, shall distribute the proceeds among the shareholders in proportion to their interest.

Dated: _____
