

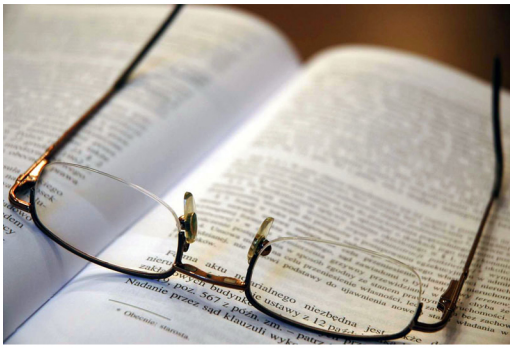
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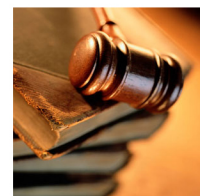


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Will disposing of entire community with marital deduction.

Last Will and Testament of _____ I, _____, of the City of _____, in the State of _____, declare this to be my last will and revoke all other wills and codicils which I have made.

Article I.

Payment of Debts, Final Illness and Funeral Expenses

I direct my executor to pay as soon after my death as is convenient my expenses of last illness, funeral expenses and just debts, except

as may be specifically provided to the contrary.

Article II.

Extent of Family

I declare that I am married, that my spouse's name is _____; that I have had only _____ children, all of whom are now living;

that their names are _____, born _____, _____, born _____, and _____, born _____.

Article III.

Intention To Dispose of all Property; No Exercise of Powers of Appointment

It is my intention by this will to dispose of my separate property, all of my quasi-community property and the entire community

property of myself and my spouse. I do not intend by this will to exercise any power of appointment which I may have.

Article IV.

Bequest of Personal Residence

I devise and bequeath to my spouse, _____, if he or she survives me, any interest I may have in my home located at _____, City of _____, State of _____, or any other home which we may be occupying as our principal residence at my death, including all fire and casualty insurance held with reference to it, subject to any trust deed or other encumbrance and all unpaid real estate taxes and special assessments which are a lien at the date of my death. If my spouse does not so survive me, this devise and bequest shall lapse, and my executor is authorized and requested, but not directed, in its discretion, to sell the home and the proceeds of the sale, or the home if not sold, shall be added to and become part of the residue of my estate.

Article V.

Bequest of Personal Effects

I bequeath to my spouse, _____, if he or she survives me, any interest I may have in all household furniture, furnishings and fixtures, jewelry, china, silverware, books, pictures, clothing and all other items of domestic, household or personal use or adornment and all automobiles which at the time of my death shall be in, about or used in connection with my home. If my spouse does not so survive me, then I bequeath the property described in this article to my children, _____, _____ and _____, in equal shares, or to the survivors or survivor of them and, if none of my children survives me, this bequest shall lapse and my executor is authorized and requested, but not directed, in its discretion, to sell all or part of this property and the proceeds of the sale, or the property, if not sold, shall

be added to and become part of the residue of my estate. Article VI. Bequests to Children

(A). My son, _____, the sum of \$_____.

(B). My daughter, _____, the sum of \$_____.

(C). My son, _____, the sum of \$_____.

If any one or more of the legatees mentioned in this article does not survive me, then I bequeath the sum of money to his or her lawful descendants living at my death, upon the principle of representation and, if he or she leaves no lawful descendants living at my death, then his or her bequest shall lapse and the property shall become part of the residue of my estate.

Article VII.

Marital and Residuary Trust

All of the rest, residue and remainder of my estate, of every kind or nature and wherever situated, including all of my quasi-community property and my spouse's share of our community property, but excluding property over which I may have power of appointment, I devise and bequeath to _____, a _____ corporation, or any successor or assign of this corporation whether by way of consolidation, merger, transfer or otherwise, in trust, for the uses and purposes set forth.

(A). Division of trust estate. If my spouse, _____, survives me, I direct that the trustee shall divide the entire trust estate into two separate trusts, which are hereinafter referred to as "Trust A," the marital trust, and "Trust B," the residuary trust. There shall be placed in Trust A:

(1). My spouse's fractional share of our community property passing under the terms of this provision of my will and subject to administration, less a proportionate part of all amounts properly chargeable against such entire community property.

(2). Out of the assets of my residuary estate which are eligible to satisfy the marital deduction, that fractional share of the assets which is equal to the minimum marital deduction, which, if allowed for federal estate tax purposes, will result in the least federal estate taxes being payable by reason of my death.

(3). In making the computations and the allocation of property to Trust A required by subparagraphs (1) and (2), the determination of the character, ownership and value of property shall be as finally established for federal estate tax purposes.

(4). All of the rest, residue and remainder of the assets passing to the trustee under this will shall be allocated to Trust B.

(B). Management and administration expenses. Upon distribution to or receipt by the trustee of the trust estate or a substantial part of it, the trustee shall, from income which accrues or is received after such distribution or receipt, or from principal, pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including the compensation of the trustee, all or any part of which may, in the discretion of the trustee, be charged either to income or principal of the trust estate.

(C). Net income. The remaining income shall be and is referred to as "net income."

(D). Distribution of trust estate; principal of marital trust. The net income and principal of the trust estate shall be distributed as follows:

(1). The net income from both Trust A and Trust B shall be distributed to or for the use and benefit of my spouse, _____, in convenient installments, not less frequently than quarterly, during his or her lifetime.

(2). Anything herein to the contrary notwithstanding, upon the death of my spouse, _____, the trustee shall distribute the principal of Trust A, and any accrued or undistributed net income, to or in trust for the use and benefit of the person or persons, including his or her estate, his or her creditors or the creditors of his or her estate, upon the conditions and estates, with the powers, in the manner and at the time or times as are appointed and directed by my spouse's last will admitted to probate by a court of competent jurisdiction, specifically referring to this power of appointment. Unless within ninety (90) days after the death of my spouse the trustee has actual notice of the existence of a will or of probate proceedings, it shall be deemed for all the purposes of this will that the power of appointment was not exercised (but the provisions of this paragraph shall not affect any right which an appointee, or beneficiary in default of appointment, may have against any distributee).

(3). To the extent that my spouse does not exercise this power of appointment, the principal of Trust A, and any accrued or undistributed net income thereon, shall be added to and commingled with Trust B, shall be held, administered and distributed in whole or in part, as if it had been an original part of Trust B.

(4). Upon the death of my spouse, _____, the trustee may pay the expenses of my spouse's last illness and funeral, from either income or principal of Trust A, to the extent not appointed, or of Trust B, at the discretion of the trustee, unless other adequate provision shall have been made therefor.

(E). Administration of trust after death of spouse. Upon the death of my spouse, _____, or upon the distribution of my estate if my spouse should predecease such event, to the extent that my spouse has not exercised the power of appointment granted in this will, the trustee shall continue to hold and administer the entire trust estate remaining after paying or reserving for all amounts then payable as previously provided (including Trust B, augmented by Trust A, if such is the case), for the use and benefit of my then living children and of the living lawful descendants of any deceased children of mine, upon the principle of representation.

(F). Distribution of net income after death of spouse.

(1). The net income of the trust estate may be paid to or applied for the use and benefit of any one or more or all of my children and descendants of deceased children, in the amounts and at the time or times as the trustee in its sole and absolute discretion shall determine, without regard to equality of distribution of the income among the beneficiaries. The trustee, in its discretion, may withhold the distribution of all or any part of said net income. In determining the amount of net income to be so paid or applied, the trustee shall take into consideration any other income and financial resources available to the beneficiaries from any source, so far as known to the trustee.

(2). Any net income not paid or applied by the trustee during any trust accounting year shall be added to and become part of the principal of the trust estate.

(G). Final distribution of principal. Distributions of principal shall be made as follows:

(1). When the youngest of my then living children shall have attained the age of 25 years, the trustee shall distribute the principal of the entire trust estate and any accrued or undistributed net income thereon to my then living children and to the living lawful descendants of any deceased children of mine upon the principle of representation, as provided below.

(2). If none of my children survives to attain the age of 25 years, then upon the death of the last survivor of my children the trustee shall apportion the trust estate, without being required to make a physical segregation of it, into shares for the then living lawful descendants of my deceased children upon the principle of representation. Each share shall constitute and be held, administered and distributed as a separate trust, as provided below.

(3). Subject to the provisions for termination hereinafter provided, if any share or trust becomes distributable to a minor, then that share or trust shall immediately vest in the minor, but the trustee shall retain the minor's share or trust until he or she shall have attained the age of 21 years and shall then distribute it to him or her. While so retained, the trustee in its sole and absolute discretion, shall distribute to or for the use and benefit of the minor so much of the net income and principal of such minor's share or trust as it deems necessary or advisable for his or her reasonable care, support, maintenance and education and any income not so distributed shall be added to and become part of the principal of such share or trust.

(4). The trustee shall have with respect to each share or trust so retained, all the powers and discretions granted with respect to this trust generally.

(H). Rule against perpetuities; distribution upon termination of trust estate. Unless sooner terminated in the manner provided below, each trust created here shall cease and terminate not later than 21 years after the death of the survivor of my spouse, _____, and my children and descendants who are living at the date of my death. Upon such termination the entire trust estate, including principal and any accrued or undistributed net income thereon, shall be distributed to the persons for whom said estate is then held in trust, in proportion to the shares or trusts then held for such persons and, if there shall be no such persons surviving, then ½ of the trust estate shall be distributed to my heirs, and ½ shall be distributed to the heirs of my spouse, _____, both classes of heirs to be then determined according to the laws of the State of _____ relating to the succession of separate property in force at the date of such termination, except that, if my spouse, _____, shall have elected to take the rights given by law, including the law affecting community property or quasi-community property, as provided for in Article XI, the entire trust estate shall be distributed to my heirs.

Article VIII.

Powers and Discretion of Trustee

In addition to all other powers and discretions granted or vested in the trustee by law or by this will, the trustee shall have the following powers and discretions:

(A). Management of trust. To do all acts, take all such proceedings and exercise all rights and privileges in the management of the trust estate as if it were an individual and the absolute owner of it, including, without limiting the generality of the terms, the following:

(1)

To grant, bargain, sell, convey, exchange or convert any real or personal property;

(2)

To lease for terms either within or beyond the duration of this trust;

(3)

To enter into oil, gas and other mineral leases, on such terms as it may deem proper, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties;

(4)

To assign, partition, divide, subdivide and improve any properties;

(5)

To loan, reloan, invest and reinvest the trust estate or any part thereof;

(6)

To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights;

(7)

To participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements and voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the trustee may deem advisable;

(8) To hold securities or other property in its own name or in the name of its nominee, without disclosing any fiduciary relation;

(9)

To procure and carry at the expense of the trust estate insurance of such kind and in such form and amount as the trustee deems advisable to protect the trustee and the trust estate against any hazard;

(10)

To borrow money for any trust purpose, use the trust estate or any part of it as security and replace, renew and extend any encumbrance on it, upon the terms, conditions and security as may be determined by the trustee and to pay loans or other obligations of the trust estate, as the trustee in its discretion deems advisable.

(B). Receiving and holding property. The trustee is expressly authorized to receive and accept additions to the trust of any kind of property, from any source or sources other than my estate, at any time or times, in its discretion and subject to approval of the court having jurisdiction of my estate and this trust, and to hold and retain any securities, properties or other investments, including shares of the trustee or any affiliated or related corporation, and to continue to hold, manage and operate any property, business or enterprise received and acquired at any time, as long as in its discretion it elects to do so, the profits or losses, if any, to inure to or be chargeable against the trust estate and not the trustee; provided that unproductive property shall not be held as an asset of Trust A for more than a reasonable time during the lifetime of my spouse without his consent.

(C). Standard of care. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this trust, the trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the trustee is authorized to acquire every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, participation in any common trust funds administered by the trustee, corporate obligations of every kind and stocks, preferred or common, which persons of prudence, discretion and intelligence acquire for their own account.

(D). Determination of income and principal. Unless otherwise specifically provided herein, the trustee in its discretion may determine what is principal or income and what shall be charged or credited to either, and its judgment shall bind everyone with a beneficial interest. The trustee may rely upon the statement of the paying corporation as to whether dividends are paid from profits or earnings or are a return of capital or a distribution of assets, and as to any other relevant fact concerning the source or character of dividends or distributions of corporate assets.

(E). Use of principal to support beneficiary. If the trustee deems the net income payable at any time not sufficient to provide for the reasonable care, support, maintenance and education of any beneficiary who is at the time receiving or entitled to receive income, taking into consideration any other income and financial resources of the beneficiary, so far as known to the trustee, it may as often as it deems necessary, pay to or apply for the use and benefit of the beneficiary an additional part, up to and including the whole, of the principal of the trust estate or, if the trust estate has been apportioned into shares, of the principal of the respective share or trust of the beneficiary, all as the trustee in its sole and absolute discretion believes will be in the best interests of and will tend to promote the welfare of the beneficiary, including but not limited to the specific power to disburse funds to or for the use and benefit of the beneficiary for the purpose of acquiring a home or an equity in one; provided that, any distributions of principal to or for the use and benefit of my spouse shall be made first from Trust A. If Trust A has been exhausted, distributions of principal shall

be made from Trust B.

(F). Payments for minors. If at any time or from time to time any beneficiary entitled to receive income or principal shall be a minor, or an incompetent, or a person whom the trustee deems to be unable wisely or properly to handle funds if paid to him or her directly, the trust may make any such payments, in its discretion, in any one or more of the following ways:

(1). directly to such beneficiary.

(3). to any person or organization furnishing care, support, maintenance or education for the beneficiary, or

(4). by itself making expenditures directly for the care, support, maintenance or education of the beneficiary. The trustee shall not be required to see to the application of any funds so paid or applied and the receipt of the payee shall be full acquittance to the trustee. The decision of the trustee to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

(G). Claims against estate. The trustee may, at its option, at any time, in connection with its management of the trust estate or the collection of any moneys due or payable to it as trustee, compromise or abandon any claims existing in favor of or against the trust estate.

(H). Loan of trust funds. The trust may loan or advance its own funds for any trust purpose to this trust, the loans or advances to bear interest at the then current rate from date of advancement until paid and, together with interest, to constitute a first lien upon the entire trust estate until paid.

(I). Division of assets of trust estate. Upon any division of the trust estate into separate shares or trusts and upon any distribution, the trustee may apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in any manner as the trustee in its discretion deems advisable. The trustee may sell such property as it deems necessary to make any division or distribution. After any division of the trust estate, the trustee may make joint investments with funds from some or all of the several shares or trusts.

(J). Payment of taxes. Taxes shall be paid and charged by the trustee as follows:

(1). Upon the death of any beneficiary, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, trustees' compensation and attorney fees, which shall become due by reason of the trust estate or any interest in it being includible for such tax purposes, may be paid by the trustee from the trust estate, unless other adequate provision for them shall have been made. These payments shall be charged to principal of the share of the trust estate or the separate trust so included.

(2). If at any time any gift tax becomes due from my surviving spouse by reason of the trust estate or any interest in it being includible for gift tax purposes, the gift tax, together with interest, penalties, costs, trustees' compensation and attorney fees, may be paid by the trustee from the trust estate, unless other adequate provision for them shall have been made. Any such payments shall be charged to principal of the share of the trust estate or the separate trust so included.

(3). The trustee shall have full power and authority to pay from the trust estate any other taxes, charges or assessments for which the trustee, the trust estate or any interest in it becomes liable, and any such payment shall be made from and charged to either income or principal of the trust estate or any share or separate trust thereof, as the trustee in its discretion deems proper.

(4). The trustee may make any payments directly or to a personal representative or other fiduciary and the trustee may rely upon a written statement of the fiduciary as to the amount and propriety of the taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

(K). Termination of individual shares or trusts. In the event that the share or separate trust held for any income beneficiary of this trust has, at any time, in the opinion of the trustee, a fair market value of \$5,000.00 or less, the trustee may, in its discretion, but is not required to, terminate such trust and, regardless of the age of such beneficiary, distribute the principal and any accrued or undistributed net income thereon to such beneficiary, or to his guardian, conservator or other fiduciary.

(L). Discretion of trustee. All discretions granted to or vested in the trustee by any provisions of this will are to be exercised in the sole and absolute discretion of the trustee.

Article IX.

Miscellaneous Provisions

(A). Death of beneficiary. Upon the death of any beneficiary for whom a trust is then held, any accrued or undistributed net income shall be held and accounted for, or distributed, in the same manner as if it had been accrued or received after the death of the beneficiary.

(B). Notice to trustee. Until the trustee shall receive from a person interested in this trust, written notice of any death, birth, marriage or other event upon which the right to receive income or principal of the trust estate may depend, the trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

(C). Binding effect. Any instrument executed by the trustee shall be binding on all parties to the trust and on all beneficiaries. No person paying money to the trustee need see to the application of the money so paid.

(D). Inclusion of adopted children. The words "child," "children," "descendants," and "lawful descendants," as used in this will, shall include children legally adopted by me or by any of my descendants and lawful descendants of such legally adopted children.

(E). Incompetent. The word "incompetent," as used in this will, shall be deemed to include not only persons who have been so declared by a court of competent jurisdiction, but also persons for whom a guardian or conservator or other fiduciary of the person or estate or both shall have been appointed by a court of competent jurisdiction.

(F). Spendthrift clause. The interest of any beneficiary in the principal or income of this trust shall not be subject to claims of his or her creditors, or others, or liable to attachment, execution or other process of law, and no beneficiary shall have any right to encumber, hypothecate or alienate his or her interest in this trust in any manner, except as provided for elsewhere. The trustee may, however, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to a beneficiary.

Article X.

Disinheritance of Heirs

I have, except as otherwise provided in this will, intentionally and with full knowledge, declined to provide for any heirs of mine who may be living at my death and I direct that such persons, if any, shall take no part of my estate.

Article XI.

Renunciation of Will

I have provided in this will for disposition of all of my separate property and quasi-community property and the entire community property of myself and my spouse, because of my firm belief that the provisions of this will are in the best interests of my spouse, and I urgently request that he or she accept these provisions. If my spouse should elect to take the rights given by law, including the law affecting community property or quasi-community property, then my spouse shall receive under this will only the property given in Articles IV and V and the remaining provisions, including the provisions for final termination of the trust in Article VII, shall be carried into effect and the remainder of the trust estate shall be held, administered and distributed by the trustee in the same manner as though my spouse had predeceased me.

Article XII.

Payment of Death Taxes

All estate, inheritance, succession or other death taxes, duties, charges or assessments, imposed upon or in relation to any property by reason of my death, whether passing under this will or otherwise, shall be paid by my executor out of that part of the residue of my estate remaining after distribution, transfer or allocation of assets to Trust A as provided above, without proration of any charge against any person who receives the property under the terms of this will or otherwise.

Article XIII.

Presumption of Survivorship

If there shall be no sufficient evidence that I have survived my spouse, it shall be conclusively presumed for all purposes pertaining to the probate of my estate that my spouse shall have survived me.

Article XIV.

Validity of Individual Provisions

Should any part, clause, provision or condition of this will be held to be void, invalid or inoperative, then I direct that such invalidity shall not affect any other provisions, which shall be effective as though the invalid provision had not been made.

Article XV.

Appointment of Executor and Guardian of Minor's Estate

I appoint as executor hereof, and as guardian of the estate of any child of mine who at the time of my death is a minor, _____, a corporation, or any successor or assign of the corporation, whether by way of consolidation, merger, transfer or otherwise. I authorize my executor to sell, at either public or private sale, lease or mortgage the whole or any part of my estate, with or without notice, but subject to such confirmation as may be provided by law. My executor may, at its option, and in its sole and absolute discretion, retain any securities, properties or other investments and continue to hold, manage and operate any property, business or enterprise that I may own in whole or in part at the time of my death, with or without order of court, the profits or losses from them, if any, to inure to or be chargeable against my estate and not my executor.

In witness whereof, I have hereunto set my hand on _____[date], at the City of _____, State of _____.

Waste disposal well—Application for permit.

Application No. _____

State of Idaho

Department of Water Resources

Application for a Permit

To Construct ☐ Modify ☐ Maintain

☐ a Waste Disposal and Injection Well

Under the Provisions of Chapter 39 of the Idaho Code

1.

Name of applicant _____ Phone No. _____ Post office address _____

2.

Location of well: (If additional wells are also applied for, check here ☐ and list on supplement sheet). _____ ¼ of _____ ¼ of _____ ¼, Section _____, Township _____ N/S, Range _____ E/W, B.M.,

_____ County. Show well location in section [map omitted] Attach an aerial photo or map which clearly indicates the location of the well with respect to adjacent improvements and section or quarter-section lines. Photo copies are often available from a local ASC Office.

3.

Frequency of discharge: Continuous ☐ Seasonal ☐

4.

Maximum rate of discharge _____ GPM _____ CFS _____ Miner's Inches

5.

Type of discharge: ☐ Irrigation return flows and/or flood waters ☐ Domestic wastes (sewage) ☐ Industrial wastes ☐
Street runoff waters ☐ Other _____

A. Irrigation return flows and/or flood waters

Original source:

stream diversion flow ☐

ground waters ☐

flood runoff ☐

Method of irrigation: gravity ☐ sprinkler ☐

Crops irrigated _____

Fertilizers used (type and quantity) _____ lbs/acre

Pesticides used (type and quantity) _____ lbs/acre

Approximate drainage area _____ acres

Settling pond at well: yes ☐ Size: _____ no ☐

Screening structure at well: yes ☐ Size and mesh: _____ no ☐

B. Industrial wastes: Type _____

Treatment prior to injection

Chemical or bacteriological analyses available: yes (include) ☐ no ☐

C. Description of well usage, if not covered above _____

6.

Possible alternative methods of disposal _____

7.

Description of the waste disposal well:

Diameter _____ inches Depth _____ feet

Date constructed _____

Casing: diameter _____ inches; depth _____ feet; perforation depth _____ feet

Surface seal: no ☐ yes ☐ Type _____ Depth _____

Well log available: no ☐ yes ☐ (attach)

Driller's name and address (if known) _____

8.

Distance to nearest domestic well _____ ft. Which direction from disposal well _____ Depth to ground water _____ feet The locations of nearby producing wells must be identified on the map or photo submitted. Be it known that the undersigned hereby makes application for a permit to construct, modify, alter or maintain a waste disposal or

injection well. The above information is true and correct to the best of my knowledge. _____ Date

_____ Applicant

Action of the Department of Water Resources I have examined Application no. _____ and said application is hereby _____ subject to the following conditions: _____. Witness my hand this _____ day of

_____, _____.

Administrator—Operations Division

Instructions for Filing an Application for Permit To Construct, Modify, or Maintain a Waste Disposal and Injection Well

The provisions of Title 42, Chapter 39 of the Idaho Code require that any individual who wishes to construct, modify, or maintain a waste disposal and injection well must first apply for and receive a permit to do so from the Idaho Department of Water Resources (previously Water Administration). The law also requires that individuals having existing waste disposal and injection wells must submit an application for continued use prior to January 1, 1974. You may use Form 42-3904 available from the Department, entitled "Application for a Permit to Construct, Modify, Maintain a Waste Disposal and Injection Well" to obtain authority for any of the above items. When complete, the application should be submitted to the nearest District Office of the Idaho Department of Water Resources as indicated on this sheet. Fees provided for in Section 42-3905, Idaho Code, shall accompany all applications. No application to construct a well shall be accepted unless accompanied by a filing fee of _____ dollars (\$_____) per application, providing that for any such application covering more than one (1) well there shall be an additional filing fee of _____ dollars (\$_____) for each additional well. No fee shall be charged for modification of a well or for renewal or extension of a permit which has been previously issued under the provisions of this act. No fee shall be charged for applications submitted on wells in operation on or before January 1, 1971. All fees received under the provisions of this act are deemed to be non-refundable. You may include in one application all wells under a single ownership that are used to dispose of the same material. Attach extra copies of the form or the supplement sheet (Form 42-3904A) if necessary to describe additional wells.

District Offices of the Idaho Department of Water Resources Western District Annex 3—Statehouse Boise, Idaho 83720 (384-2190) Southern District 1041 Blue Lakes Blvd. N. Twin Falls, Idaho 83301 (734-3578) Eastern District 1515 Lincoln Road Idaho Falls, Idaho 83401 (523-7186) Northern District 401 Front Avenue Room 209 Coeur d'Alene, Idaho 83814 (667-6484)

All disposal wells must be constructed by a licensed Idaho well driller and the driller is required by Section 42-3912 of the Idaho Code to obtain a certified copy of the owner's permit prior to beginning work.

Waiver of extradition proceedings.

I, _____, acknowledge that I am charged in a Court of _____ County, _____, with felony offenses of _____ and that a warrant number _____ has been issued from the State for my arrest. I waive the issuance and service of the warrant provided by law for my extradition from the State of _____ to the State of _____, and I acknowledge to _____, Judge of the _____ Judicial Court of _____ County, _____, that I am willing to return in the custody of any _____ peace officer to the State of _____ without the issuance and service of any warrant other than the warrant already issued for my arrest. I understand that I have the right to demand that extradition proceedings be initiated and carried out in this matter and I voluntarily waive all extradition proceeding of every kind and character, and I further realize that I am entitled to sue out a writ of habeas corpus and I further voluntarily waive my right of the habeas corpus proceeding, all of these matters having been fully explained to me by _____, Judge of the _____ Judicial District Court of _____ County, _____.

I understand that this is not in any way a plea of guilty and that I do not waive any of my rights in the trial of the matter with which I am charged in the state of _____.

Water well log.

T _____ R _____ County _____ Montana Bureau of Mines and Geology Butte, Montana Water Well Log Owner _____ Address _____ Driller _____ Address _____ Date started _____ Date completed _____ Location: Sec _____ T _____ R _____ ¼ sec _____ Type of well _____ (dug, driven, bored, or drilled) Equipment used _____ (churn drill, rotary, other)

Water use:

Domestic () Municipal () Stock ()
Irrigation () Industrial () Drainage ()

Other: _____

Casing: _____ ft. to _____ ft. Type _____ Size _____

Casing: _____ ft. to _____ ft. Type _____ Size _____

Casing: _____ ft. to _____ ft. Type _____ Size _____

Perforated or screened: Ft. _____ to ft. _____ Ft. _____ to ft. _____

Type of screen or perforations: _____

Static water level, for nonflowing well: _____ feet

Shut-in pressure, for flowing well: _____ lb./sq. in. on: _____ (date)

Pumping water level: _____ feet at _____ gal. per min. _____

How tested: _____

Length of test: _____

Remarks: (Gravel packing, cementing, packers, type of shutoff, depth of shutoff)

Log of Well Depth, feet

From To Description of Material Drilled

For rent.

Received from _____ the sum of \$ _____ in full of all demands for rent [or "being one month's rent due this day" or the like] to _____ [date] for premises located at _____.

[Date]

Virginia—Grain warehouse bond.

Grain Bond

As Dealer Under Grain Dealers Licensing and Bonding Law

Bond No. _____ State of _____ County of _____

Know all men by these presents: that we _____ (See instructions on back) of _____, as principal and _____ (Name of Surety Company) of _____, as Surety, are held and firmly bound unto the Commissioner of Agriculture and Consumer Services of the Commonwealth of Virginia, and his successors in office, for the use and benefit of every person establishing legal rights hereunder, in the full and just sum of _____ Dollars, (\$____), to the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Whereas by Section 3.1-722.16 and 3.1-722.17, Code of Virginia, dealers in grain products are required to obtain a license from the Commissioner of Agriculture and Consumer Services of the Commonwealth of Virginia and to give bond in such form and amount as shall be approved by the Commissioner, conditioned upon a full compliance with the provisions of the said Code as amended.

Now, therefore, the condition of this obligation is such that if the above-named principal shall faithfully and truly account for and make payment to producers, their agents or representatives, for all grain products bought from or handled or sold for such producers, their agents or representatives, as required by Section 3.1-722.18, Code of Virginia, then this obligation to be void, otherwise to remain in full force and effect.

The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims which may accrue during the term hereof.

The inception of this bond becomes effective on the _____ day of _____, _____, at twelve and one minute o'clock a.m., Standard Time, and continues in effect until the surety withdraws from this bond by giving 60 days' written notice by registered mail to the Commissioner of Agriculture and Consumer Services, provided such withdrawal shall not release said surety from any liability existing hereunder at the time of the effective date of said withdrawal.

Signed, sealed and dated this _____ day of _____, _____ (insert actual date of execution)

(Please observe instructions for execution on reverse side)

_____(Seal) _____(Seal)

Principal Surety

By: _____ By: _____

(Please attach copy of Power-of-Attorney for the person executing this bond for the surety). (When completed, this bond should be mailed to the Department of Agriculture and Consumer Services, 703 Washington Building, 1100 Bank Street, Richmond, Virginia 23219).

[Reverse side]

I. Information for the Preparation and Execution of This Bond

A. The name of principal on the bond should be correctly stated, and should precisely agree with name of applicant on the application for license as dealer in grain products. (Any material variation may delay issuance of license).

B. The name in which business is conducted should follow the name or names of the principal where the applicant does business in a fictitious name.

Examples:

Individual operating in own name: "Henry Smith"

Individual owner operating in another name: "Henry Smith d/b/a City Produce"

Partners operating in another name: "John Doe, Richard Roe, and Mary Roe d/b/a Acme Produce"

Corporation operating in own name: "Chase & Company (a corporation)"

Corporation operating in another name: "John Doe Enterprises, Inc. d/b/a Superior Produce"

II. Execution by Principal

A.

If the principal of this bond is:

1.

An individual; this bond must be signed by the principal

2.

A partnership; this bond should be executed in the name of the partnership, and must be signed by at least one of the partners

3.

A corporation; this bond must be executed in the name of the corporation, by its President or Vice President, with impression or corporate seal affixed, and attested by Secretary or Assistant Secretary of the corporation

III.

Execution by Surety

A.

Should be by a properly authorized person, whose title should be shown with impression of the corporate seal of the surety affixed, and a copy of the Power-of-Attorney of that person attached to the bond.

IV.

....

V.

Attach Power-of-Attorney

Underwriting agreement pursuant to reorganization.

This agreement dated _____, _____, between _____, a _____ corporation, (Empire), and _____, the underwriters' representative, herein called representative, witnesseth:

That for and in consideration of the mutual covenants and agreements herein set forth, it is hereby agreed between the parties hereto as follows:

First.

I. Empire states as follows:

(a). On _____, _____, the United States District Court for the _____ district of _____, _____ division, appointed _____ and _____ as receivers of _____ ("old company") in a suit brought by _____; on _____, _____, _____ resigned and _____ of _____ was appointed to fill the vacancy; on _____, _____, _____ died and thereafter _____ was continued as sole receiver. On _____, _____, old company filed a petition under section 77B of the Bankruptcy Act and on the same day the court approved the filing of the petition and appointed _____ as trustee. On _____, _____, the appointment of _____ was made permanent. The operations of old company are continuing under the jurisdiction of the United States District Court under the provisions of section 77B of the Bankruptcy Act. The proceedings under section 77B are herein sometimes called the reorganization proceedings.

(b). Empire represents that it is the owner of more than _____% of the _____% bonds of old company issued and outstanding under an indenture to the _____ bank, as trustee (the _____ bank having resigned as cotrustee), which bonds owned by Empire are represented by certificates of deposit issued pursuant to a certain agreement creating a bondholders' protective committee for such bonds. Empire also represents that it is the owner of more than _____% of the unsecured indebtedness of old company, exclusive of inter-company indebtedness.

(c). Empire has furnished to representative appraisals made by _____ who were employed by the trustee in the reorganization proceedings with the approval of the District Court, which appraisals cover properties, both real and personal, owned by old company and its subsidiaries and which show the opinion of the appraisers as to the gross amount which could reasonably be expected to be obtained by disposal of each property, as a whole or in part, on a maximum realization based upon the assumption that the business must be liquidated and also show the present going concern value of certain assets, real and personal, which it is contemplated the new company herein described will acquire and own, either by direct title or through stock ownership. Such appraisals are dated _____, _____.

(d). Empire has furnished representative also with a copy of a report made by _____, engineers, under date of _____, _____, who were employed by the trustee in the reorganization proceedings with the approval of the District Court, to make an examination of the affairs of old company and its subsidiaries by checking the market for _____ now being manufactured or capable of being manufactured by the trustee in the reorganization proceedings, the adequacy of the company's plant proposed to be acquired by the new company herein described and to be by it used in the future for the manufacture of such _____, the estimated funds required for plant changes or improvements and for tools, dies, etc., estimates of suitable allowances for depreciation of plant and amortization of investment in tools, dies, etc., and estimates of working capital requirements and of earning power based upon a certain assumed manufacturing and selling program.

(e). Empire has caused to be organized a corporation under the name of _____ ("new company"), under the laws of the state of _____, with an authorized capital stock consisting of _____ shares of _____% _____ stock of the par value of \$_____ per share ("convertible preferred stock") and _____ shares of common stock of the par value of \$_____ each. New company shall be duly qualified to hold property and do business in the state of _____.

(f). Empire has filed in the reorganization proceedings a plan of reorganization of _____ and _____ dated as of _____, _____, and an amendment thereto dated _____, _____, which plan, as amended, provides for the payment by the trustee in the reorganization proceedings to new company of \$_____ in cash and the transfer, assignment, conveyance and delivery to new company of all the properties and assets, both real and personal, described in exhibit A hereto attached, in such manner that new company shall have good and sufficient title thereto, free and clear of all encumbrances, debts, liabilities, obligations or liens except (1) any taxes and assessments becoming payable in _____[year], and thereafter; and (2) liability of _____ and the _____ and of _____, as trustee in bankruptcy of _____, for workmen's compensation in a sum not to exceed \$_____ subject to changes on account of normal use. The plan of reorganization, as amended, is herein sometimes referred to

as the "plan" or the "plan of reorganization."

(g). The plan of reorganization provides that the preferred and common stock of new company to be outstanding under the plan, including shares underwritten in this agreement, shall be as follows:

_____% convertible preferred stock: _____ shares, of the par value of \$_____ each, subject to reduction in the event that any of the holders of the \$_____ principal amount of _____% bonds of the old company which are not owned by Empire elect to take common in lieu of preferred stock of new company in respect of their bonds.

Common stock: _____ shares, subject to increase in the event that any of the holders of the _____ principal amount of _____% bonds of old company which are not owned by Empire elect to take common in lieu of preferred stock of the new company in respect of their bonds. (Such increase will reduce the preferred shares to be outstanding.)

The plan further provides that all shares of preferred and common stock of new company to be outstanding under the plan shall be fully paid and nonassessable; that new company will receive in cash, provided the underwriters fulfill their commitment hereunder, an aggregate of \$_____, namely an amount equal to the par value of the preferred stock to be outstanding (out of which there is to be payable to the underwriters the \$_____ provided for in subdivision (15) of clause second hereof), and that _____ shares of the common stock under the plan will be transferred and delivered to the representative for its services as herein set forth and _____ shares will be transferred and delivered to the underwriters as herein defined, or their nominees, in accordance with the terms hereof.

(h). The plan of reorganization provides that a maximum of _____ shares of _____% convertible preferred stock of new company, or _____ shares of common stock of the new company in lieu of one of preferred shall be issuable under the plan (together with certain shares of another company) to the holders of the \$_____ principal amount of _____% gold bonds of the old company which are not owned by Empire, and that not less than _____ units, each unit consisting of one share of convertible preferred stock and one share of common stock of new company, shall be offered under and pursuant to the plan of reorganization when confirmed in the reorganization proceedings at a price of \$_____ per unit to security holders and creditors of old company as set forth in the plan.

II. Empire agrees that no changes shall be made in the plan of reorganization above mentioned without the approval in writing of the underwriters and that, upon acquisition by new company of the property and assets mentioned in subdivision (f) of Article I, Empire will deliver or cause to be delivered to representative:

(a)

a certificate or other written instrument from _____ that such properties and assets, real and personal, so transferred, assigned, conveyed and delivered to the new company are the properties and assets and all the properties and assets deemed by _____ to be necessary or desirable for the business and operations of the new company contemplated in their report dated _____, _____; and

(b)

title policies or opinions of _____[e.g., Ohio] counsel, satisfactory to counsel for the underwriters, as herein defined, that the new company has title to such properties and assets, real and personal, so transferred, assigned, conveyed and delivered to it.

Empire represents that upon the transfer, assignment, conveyance and delivery to new company of the property and assets, real and personal, set forth in exhibit A hereto, a balance sheet of the new company based upon (a) the value of the property and assets, real and personal, described in exhibit A, as fixed by _____; (b) the fair value as determined by the inventory of the trustee of any part inventory or other property included in the assets which are to be transferred and conveyed to the new company or to be owned by _____, which will either be wholly owned subsidiaries of the new company or will transfer and convey their assets to the new company; and (c) the receipt by the new company of moneys as above mentioned will be substantially as set forth in the form of tentative pro forma balance sheet attached hereto as exhibit C.

Second.

Upon the basis of the foregoing statements, representations and agreements on the part of Empire, it is mutually agreed between Empire and underwriters, that, upon and subject to the terms and conditions herein set forth, Empire will cause the new company to sell to each of the underwriters named below, severally and not jointly and/or to their several nominees, and such underwriters will severally purchase from the new company, or find purchasers for, units consisting of one share of convertible preferred stock and one share of common stock of the new company in the number in the case of each underwriter set opposite its respective name as follows: _____.

Empire also agrees to be responsible for the shares of stock deliverable under the plan to holders of _____% bonds of

old company not owned by Empire in the same manner and to the same extent as if Empire had purchased the shares and sold them to such bondholders and accordingly shall be entitled to compensation hereunder as an underwriter in like manner as if its undertaking to underwrite units were for the sum of its own commitment above set forth plus _____ units.

The parties above named are herein collectively designated as the "underwriters," and the word "units" includes the shares constituting the units. It is definitely understood that the obligation of each of the underwriters named in the foregoing paragraph to purchase the units from new company is several and is limited to the number of units written opposite its name.

The terms and conditions upon and subject to which the foregoing agreement to purchase is made are as follows:

(1). Prior to the expiration of _____ days from the date hereof (or such later date as the underwriters may severally agree to), new company shall have been duly formed and qualified to do business in the state of _____, shall have received from the trustee in the reorganization proceedings \$_____ cash (or satisfactory arrangements for such payments shall have been made), and shall have acquired the assets herein described or referred to now owned by _____ and/or one or more of its subsidiaries, free and clear of liens and encumbrances except as above mentioned, for and in consideration of the issuance and delivery of, or the obligation to issue, all shares of its _____ stock issuable under the plan to holders of _____% bonds of old company and all shares of its common stock to be outstanding under the plan, shall have elected _____ chairman of the board of directors, and _____ its president, and shall have done or in a manner satisfactory to representative shall have arranged to do all other things contemplated to be done on or before such date by the new company as herein or in the plan or reorganization set forth.

(2). Prior to the expiration of _____ days from the date hereof (or such later date as the underwriters may severally agree to), the plan of reorganization shall have been confirmed in the pending reorganization proceedings under section 77B of the Bankruptcy Act in the United States District Court for the _____ district of _____, _____ division, and the plan, as so confirmed, shall have been put into effect and carried out and shall have become binding on _____ and any of its subsidiaries included in the plan and all creditors and stockholders thereof and any and all right of appeal from the order confirming the plan shall have expired or otherwise finally terminated and any and all such appeals which may have been taken have been finally terminated and any and all such appeals which may have been taken shall have been finally disposed of and no longer pending.

(3). The certificate of incorporation of new company shall be in the form and terms of exhibit B, except to the extent changed or modified with the written consent of the underwriters' representative.

(4). The pro forma balance sheet of new company, after giving effect to the issue and sale of the units contemplated, hereby will be substantially the same as exhibit C hereto and will, in the opinion of independent certified public accountants satisfactory to representative, correctly set forth on a pro forma basis the financial condition of the new company as of the last day of the month next preceding the final confirmation of the plan. The plan shall not be deemed to have been finally confirmed until it shall have been duly confirmed by court order from which no appeal can be taken or as to which the time of appeal has expired and there shall be no appeal therefrom. No underwriter shall be bound to take up and pay for any of the units underwritten by such underwriter pursuant to this agreement unless all of the units underwritten are paid for on the closing date.

(5). If, at any time prior to final confirmation of the plan in the opinion of representative or of underwriters who herein agree, subject to the terms hereof, to purchase not less than _____% of the units underwritten, there shall be any material adverse change in economic or financial conditions, or in the conditions affecting the success of the new company from those existing at the date of this agreement, or the underwriters shall discover any condition unknown to them at the date of this agreement which in their opinion materially adversely affects the success of new company, the underwriters shall have the right to terminate their obligations hereunder. In case of the exercise of such rights by the underwriters, Empire and new company shall each be released and discharged from every of their obligations under this agreement, except for their obligation to pay the fees and disbursements of the underwriters' counsel as provided in paragraph _____ hereof. The plan shall not be deemed to have been finally confirmed until it shall have been duly confirmed by court order from which no appeal can be taken, or as to which the time of appeal shall have expired and there shall be no appeal pending.

(6). The issuance of the units by new company, and the form and terms of its certificate of incorporation and bylaws and all other instruments and documents to be executed by or affecting the new company and the title of new company to its properties free and clear of liens and encumbrances except as above mentioned, shall be subject to the approval of representative and their counsel, as well as the question of whether there shall have been a final confirmation as

such term is herein defined of the plan of reorganization.

(7). The price per unit, consisting of one share of _____ stock and one share of _____ stock of the new company, shall be \$_____, all of which shall be paid to new company and used by it to make the payment to the underwriters provided for in subdivision 15 of this clause Second and in its business as working capital and for other proper corporate purposes.

(8). Empire agrees that new company will diligently endeavor when and as requested by representative to qualify the units and the shares of _____ and _____ stock included therein, and the shares of _____ stock referred to in subdivisions 14 and 15 hereof, for offer and sale under securities or blue sky laws of any states which the underwriters' representative may designate.

(9). Empire will cause new company promptly to use its best efforts to procure the listing of the units and/or of the _____ and _____ stock included therein, and the shares of _____ stock referred to in subdivisions 14 and 15 hereof, on the New York Stock Exchange and the registration thereof under the Securities Exchange Act of 1934, upon written request at any time from the underwriters' representative.

(10). Empire agrees that new company will pay and bear all costs and expenses in connection with the issuance and delivery of the units, including (but without being limited thereto) any stamp or other taxes connected with the issuance thereof, obtaining certification or qualification of the units and/or convertible preferred and common shares included therein and of the _____ common shares to be delivered pursuant to subdivisions 14 and 15 hereof under the blue sky laws of such states as the underwriters' representative may designate as herein provided, and the preparation and delivery of certificates therefor, including the actual charges and expenses of mailing, insurance, etc. Empire will also deliver to the underwriters' representative, without cost to the underwriters, such subscription blanks, warrants, descriptive data, and other papers, in form satisfactory to counsel for representative, as may reasonably be requested. In the event the underwriters shall terminate their obligations under this agreement pursuant to the provisions of subdivision 5 of this clause Second, Empire agrees that it or the new company will pay the fees and disbursements of _____, counsel for the underwriters, herein sometimes referred to as the "underwriters' counsel." In the event that the underwriting transaction contemplated in this agreement is not consummated for any other reason Empire agrees that it or new company will pay the fees and disbursements of the underwriters' counsel and the out-of-pocket expenses of representative in connection with the transaction. In the event that the underwriting transaction contemplated in this agreement is consummated, payment of the fees and disbursements of the underwriters' counsel and the out-of-pocket expenses of the underwriters' representative is provided for in subdivision 15 of this clause Second.

(11). Empire will cause new company to enter into an agreement:

(a)

to furnish the underwriters' representative an annual audit setting forth the financial condition of the new company and its several subsidiaries, both on an individual and a consolidated basis, including (without being limited thereto) balance sheet, annual income statement, analysis of surplus and summary of changes (if any) in reserves, together with the auditor's comments and notations with respect thereto, all in reasonable detail and certified by independent public or certified accountants satisfactory to the underwriters' representative, and

(b)

to furnish the underwriters' representative quarterly earnings statements and balance sheets of the new company and its several subsidiaries, both on an individual and on a consolidated basis, which shall be in reasonable detail but need not be certified by independent public or certified accountants.

New company shall also agree to comply with all applicable requirements of the Securities Act of 1933 and the Securities Exchange Act of 1933 and the Securities Exchange Act of 1934, both as now or hereafter amended, and with all applicable rules and regulations of the Securities and Exchange Commission under said Acts, as from time to time in force, so far as necessary to permit the continuance of sales or dealings in the units or the _____ and _____ shares included therein.

(12). If any of the underwriters shall fail or refuse to purchase the units which it has herein undertaken to purchase, or any thereof, the other underwriters who desire to do so shall have the right, but shall not be obligated, to purchase such units in proportion to the respective number of units which they have severally agreed to purchase herein or in such other proportion as they may agree upon, or to find or procure another underwriter or underwriters for such units. The provisions of this paragraph shall not apply if the underwriters exercise the right to terminate their obligations under

this agreement.

(13). Subscriptions to units by holders of bonds of, claims against, and _____ and _____ stock of _____, pursuant to subscription certificates or other instruments, shall first be filled.

As soon as may be, and in any event, within 3 days after the expiration of the subscription rights, the underwriters shall receive written notice from Empire of the number of units not subscribed for pursuant to such subscription rights (herein sometimes called "unsubscribed units") and the several obligations of the underwriters to purchase units hereunder shall apply only to such unsubscribed units.

The units which the underwriters will be called upon severally to purchase shall be computed on a pro rata basis according to the number of units set forth above opposite the respective names of the underwriters and the units the underwriters are severally called upon to purchase shall be taken and paid for by each of the underwriters, against delivery of certificates therefor, upon seven days' written notice to each of the underwriters, provided, however, that in no event shall any of the underwriters be called upon to purchase a greater number of units than its pro rata of the unsubscribed units or than is set opposite its signature hereto, whichever is less.

(14). In addition to the _____ shares of _____ stock of the new company to be delivered to representative as provided in subdivision 15 hereof, there will be delivered to the underwriters, for and as consideration for the underwriting contemplated hereby, by the new company _____ shares of _____ stock of the new company, to be divided among the underwriters pro rata according to the number of units respectively underwritten by the underwriters except that, for the purpose of such division, Empire shall be treated as if the units delivered under the plan to holders of _____% bonds of old company, which are not owned by Empire, had been underwritten by Empire. At the time of the taking up by each underwriter of its proportion of the unsubscribed units, there shall be delivered to each underwriter its pro rata portion of the _____ shares of _____ stock of new company which are the consideration of this underwriting. In case all of the units are subscribed pursuant to the terms of the plan and thus the underwriters are not required to take up unsubscribed units, there shall be delivered, upon consummation of the plan, to each underwriter who has not prior thereto terminated its obligation under the underwriting agreement its pro rata portion of the _____ shares of _____ stock of the new company.

(15). There shall be delivered to representative by new company _____ shares of _____ stock of new company for and in consideration of the following but without any further consideration to be paid by or received from representative:

(a)

Services of representative in connection with working out plans for, and advising with respect to, the financing of the new company; and for its services in connection with the underwriting contemplated by this agreement by the underwriters herein named and its participation in this agreement to that end;

(b)

agreement of representative that it will assist Empire in making available to holders of bonds of, claims against, and preferred and common stock of old company, information pertaining to new company as furnished to the underwriters' representative by Empire and new company and the opportunity of such holders to subscribe to units of the new company.

Empire also agrees that the new company will pay to representative the sum of \$_____ to be used by the underwriters' representative as follows:

Out of such sum \$_____ will be retained by representative to compensate it for organizing within its various offices personnel and facilities to endeavor to furnish information with regard to the same. Out of the remainder of such sum, namely \$_____, there shall be paid the fees and disbursements of the underwriters' counsel, and any sum remaining thereafter may be paid by representative, for such purposes and in such amounts as it may determine, to salesmen, dealers and others who procure the exercise of subscription rights by those entitled to exercise the same, and/or as commissions or concessions to the members of any selling group that may be formed and/or as expenses in connection with the formation and management of the selling group including expenses of representative for itself and the other underwriters in connection with the selling group, the excess (if any) of such funds remaining after the payment of all the foregoing to be distributed to the underwriters who have fulfilled their obligations hereunder in proportion to their respective commitments in this agreement. In the application of such moneys, except the \$_____ to be retained by representative as above provided, representative shall be treated on the same basis as the other underwriters.

(16). All shares of stock included in the units or otherwise deliverable hereunder, including shares deliverable to the

underwriters as

compensation for the underwriting and the shares to representative under subdivision 15 hereof, shall, in the opinion of underwriters'

counsel, be fully paid and nonassessable.

(17). All notices, consents, requests, agreements and approvals and all modifications or amendments to any instruments contemplated hereunder or made in connection herewith are to be in writing and signed by the underwriters' representative. Any notice of other communication (a) to the underwriters hereunder shall be given to representative at _____ and (b) to Empire at _____.

(18). This agreement shall enure to and be binding upon the several underwriters and their successors and assigns and shall enure to the benefit of and be binding upon Empire, its successors and assigns. Nothing expressed or mentioned in this agreement is intended or shall be construed to give any person or corporation, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this agreement or any provision contained; this agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the respective successors and assigns and for the benefit of no other person or corporation.

In witness whereof [etc.].

Will with equitable life estate and right to purchase real property.

I, _____, of the City of _____, County of _____ and State of _____, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all former wills made by me.

First. I direct that all of my legal debts and funeral expenses be paid as soon as it conveniently may be done after my decease.

Second. I direct that my tangible personal property be sold.

Third.

(a). I give and bequeath unto _____ the sum of \$_____.

(b). I give unto _____ and _____ the right to purchase from my estate, my real estate in _____ Township, _____ County, _____, see Deed Book Volume —, page —, for its appraised value at the time of my death. Said right shall be exercised by written notice to my Executor within six (6) months after my death. If these parties do not purchase same, said real estate shall be sold on the open market, and the proceeds be part of my residuary estate.

Fourth. All the residue of my estate, I give to _____ to hold in Trust in the manner set forth.

(A). The Trustee shall invest and reinvest this Trust Estate and shall distribute the Net Income (hereinafter called "Income") and principal as follows:

(1). During the lifetime of _____ if she survives me, the Trustee shall pay the Income quarter-annually to her for the benefit of _____ for so long as she shall live.

(2). If the Trustee considers the income to be insufficient in view of other income of which it has knowledge to provide for the welfare and comfortable support of _____, including funeral expenses, the Trustee is authorized in its discretion to use such sums from principal as it deems advisable thereof.

(3). Upon the death of _____ the then principal shall be divided into equal parts and shall be distributed as follows:

(a). _____ (_____) part to _____, if living.

(b). _____ (_____) part to _____, or if she is deceased, to her then living issue per stirpes.

(B). If any remainderman under the foregoing provisions is a minor and is entitled to a share in excess of the amount which may be paid to his or her natural guardian, such share shall be retained by the Trustee in a separate trust until the twenty-first (21st) birthday of said remainderman, at which time, the trust shall terminate and the principal shall be transferred and delivered to him or her free of trust. During such minority period, the Trustee shall pay to the person having custody of said remainderman, without liability on the part of the Trustee to see to the application thereof, or may expend directly so much of the Income and principal as it deems advisable for the welfare, comfortable support and education of said remainderman and shall add any excess Income to principal and invest it as such. In the event of the death of said remainderman during minority, the Trustee is authorized in its discretion to pay part or all of the funeral expenses, and the remaining principal shall be transferred and delivered to said remainderman's heirs, subject to the provisions of this paragraph.

(C). The interest of any beneficiary hereunder, including a remainderman, in Income or principal, shall not be subject

to assignment, alienation, pledge, attachment or claims of creditors until after payment has actually been made by the Trustee as hereinbefore provided.

(D). Upon the death of any Income beneficiary, any Income accrued or received by the Trustee subsequent to the last Income Payment date shall be paid to the person or persons for whose benefit the principal producing such Income is continued in trust or to whom such principal is distributed under the terms hereof.

(E). Corporate distributions received in shares of the distributing corporation shall be allocated to principal, regardless of the number of shares and however described or designated by the distributing corporation.

(F). The Trustee hereunder shall have the following powers, in addition to and not in limitation of those granted by law; to accept assets in kind in distribution from my estate; to collect proceeds of insurance on my life and to use such proceeds to purchase assets from my estate; to retain assets in kind, including shares of its own corporate stock, or to sell the same and to invest and reinvest the proceeds of any cash in any kind of property, real or personal, or part interest therein, without being restricted to investments which are listed as legal for trust funds; to pledge, exchange or mortgage real or personal property and to lease the same for terms exceeding five

(5) years; to give options for sales, leases and exchanges, to borrow money; to compromise claims; to vote shares of corporate stock, in person or by proxy, in favor of or against management proposals, except that the Trustee shall vote shares of its own corporate stock only as directed by a competent adult Income beneficiary of the trust in which said shares are held; to carry securities in the name of a nominee; to make division or distribution hereunder either in cash or in kind; and to allot different kinds of or interests in property to different shares.

(G). The Trustee may resign at any time, without stating cause, by petitioning a court of competent jurisdiction to designate and appoint a successor corporate Trustee. In case of the merger or consolidation of the Trustee, the resultant company shall become successor Trustee hereunder without notice to any party.

(H). The Trustee shall be entitled to receive annual compensation for its services hereunder in accordance with its schedule in effect when the services are performed, but not in excess of such compensation as would be approved by a court of competent jurisdiction.

Fifth. I appoint _____ Executor of this my Last Will and Testament, giving to my Executor the same powers as are hereinbefore given to my Trustee, including the right to distribute my securities or other property in kind.

No bond shall be required of any fiduciary hereunder in any jurisdiction.

Sixth. I direct that all estate, inheritance and other taxes in the nature thereof, together with any interest and penalties thereon, becoming payable because of my death with respect to the property constituting my gross estate for death tax purposes, whether or not such property passes under this Will, shall be paid from the principal of my residuary estate; and no person receiving or having a beneficial interest in any such property, whether under this Will or otherwise, shall at any time be required to contribute to or refund any part thereof. At any time prior to the vesting of a future interest in possession and enjoyment, my Executor or the Trustee to whom my residuary estate has been distributed shall have the discretion to elect to prepay all or any part of the death taxes thereon, and such election shall be binding upon all parties in interest.

In witness whereof, I have set my hand and seal on _____[date].

_____(Seal)

Signed, sealed, and published and declared by the above named Testator, _____, as and for his Last Will and Testament, in the presence of us, who in his presence, at his request and in the presence of each other have hereunto subscribed our names as witnesses thereto.

Trust for relatives, business associates and to continue business.

I leave all of my property both real and personal wherever situated to my trustees, in trust for the following purposes:

One-third of the income from said estate is to be paid to my daughter, _____, during her life.

One-sixth of the income from said estate is to be paid to my sister, _____, during her life.

One-sixth of the income from said estate is to be paid to my sister, _____, during her life.

One-third of the income from said estate is to be divided among my business associates as follows: _____[names of business associates and percentage of one-third to each].

Said income is to be paid to my business associates during the life of my daughter; and at her death one-third of the corpus of my estate shall be paid to them to vest in them absolutely in the same proportion in which they shared in the income; and this trust shall terminate as to the one-third of the corpus paid to them.

In event either or both of my said sisters die before my said daughter, _____, the income otherwise payable to my sister or sisters shall be payable to my said daughter, _____, during her life.

Upon the death of my daughter, _____, the income otherwise payable to her shall be paid to her children in equal shares until the youngest of them is _____ years old, at which time this trust shall terminate, and the estate shall be divided equally among her children, the children and issue of any deceased child to take his or her share per stirpes, by right of representation, and not per capita.

My sisters, _____ and _____, shall have an interest only in the income of my estate as aforesaid, and the entire corpus thereof shall vest in persons herein designated when and as herein provided.

In the event my daughter, _____, shall die without leaving any children, or in the event all of her children should die without surviving issue before termination of this trust as specified in the immediately preceding paragraph, and, if at that time both of my sisters, _____ and _____, are deceased this trust shall terminate and all of my estate then remaining shall be distributed as follows: _____; but, if at that time, either or both of my sisters are living, income from my estate shall be payable to them as aforesaid, and the remainder of the income therefrom shall be payable to _____, and, on the death of the survivor of my said sisters, this trust shall terminate and all my remaining estate shall be so distributed.

I direct that my executors and trustees shall continue the business of _____, and that they be authorized to incorporate that business in their discretion.

Trust agreement to hold title to land for several owners—Beneficiary management and control of property. This trust agreement, dated this _____, and known as Trust Number _____, is to certify that the _____, a corporation of _____ as trustee, is about to take title to the following described real estate in _____ County, _____, namely: _____, otherwise known as No. _____ Street and that when it has taken the title, or to any other real estate deeded to it as trustee, it will hold it for the uses and purposes and upon the trusts here set forth. The following named persons shall be entitled to the earnings, avails and proceeds of the real estate according to the respective interests herein set forth, namely: _____.

It is understood and agreed between the parties, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary shall consist solely of a power of direction to deal with the title to the property and to manage and control the property as hereafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of the premises, and that such right in the avails of the property shall be deemed to be personal property, and may be assigned and transferred as such. In case of the death of any beneficiary during the existence of this trust, his or her right and interest shall, except as here otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary at any time shall have any right, title or interest in or to any portion of the real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as stated. The death of any beneficiary shall not terminate the trust nor in any manner affect the powers of the trustee. No assignment of any beneficial interest shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee, and every assignment of any beneficial interest, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports, and pay any and all taxes, required with respect to the earnings, avails and proceeds of the real estate or growing out of their interest under this trust agreement.

In case the trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to the real estate or in connection with this trust, or in case the trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries jointly and severally agree that they will on demand pay to the trustee, with interest at the rate of _____ percent per annum, all such disbursements or advances or payments made by the trustee, together with its expenses, including reasonable attorneys' fees. The trustee shall not be called upon to convey or otherwise deal with the property at any time held under this instrument until all of the disbursements, payments, advances and expenses made or incurred by the trustee shall have been fully paid, together with interest on them as stated. However, nothing here contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest unless it shall be furnished with sufficient funds or be satisfactorily indemnified in respect to the matter.

It shall not be the duty of the purchaser of the premises or of any part of them to see to the application of the purchase money paid; nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or of provisions of this instrument.

This trust agreement shall not be placed on record in the recorder's office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person under this instrument, derogatory to the title or powers of the trustee.

The trustee may at any time resign by sending by registered mail a notice of its intention to do so to each of the then beneficiaries at his or her address last known to the trustee. Such resignation shall become effective 10 days after the mailing of such notices by the trustee. In the event of this resignation, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trustee shall then convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within 10 days after the mailing of such notices by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interests under this instrument, or the trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

Every successor trustee or trustees appointed under this instrument shall become fully vested with all the estate,

properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties and by any person who may later become a party, that _____ will deal with the real estate only when authorized to do so in writing, and that (notwithstanding any change in the beneficiary or beneficiaries) it will, unless otherwise directed in writing by any of the beneficiaries, on the written direction of _____ or will on the written direction of such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to the real estate, provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with the land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries, in his, her or their own right shall have the management of the property and control of its selling, renting and handling, and each beneficiary or his or her agent shall collect and handle his or her share of the rents, earnings, avails and proceeds, and the trustee shall have no duty in respect to such management or control, or the collection, handling or application of such rents, earnings, avails or proceeds, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as above provided, and after the payment to it of all money necessary to carry out the instructions. No beneficiary shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust 20 years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled to it under this trust agreement.

The _____ shall receive for its services in accepting this trust and in taking title the sum of \$____; also the sum of \$____ per year for holding title after _____, 19__, so long as any property remains in this trust; also its regular schedule fees for making deeds, and it shall receive reasonable compensation for any special services which may be rendered by it, or for taking and holding any other property which may later be deeded to it, which fees, charges or other compensation, the beneficiary or beneficiaries jointly and severally agree to pay.

In testimony, the _____ has caused these presents to be signed by its vice-president and attested by its assistant secretary, and has caused its corporate seal to be attached as and for the act and deed of the corporation, the day and date above written.

By _____, Vice-President Attest: _____, Assistant Secretary.

And on this day the beneficiary or beneficiaries have signed this declaration of trust and trust agreement in order to signify their assent to its terms.

_____[Seal] _____[Seal] [Etc.] [Seal] Address _____ Address _____ Address _____

May the name of any beneficiary be disclosed to the public? _____.

To whom shall written inquiries be referred? _____.

May oral inquiries be referred directly? _____. To whom? _____.

To whom shall bills be mailed? _____.

To incoming partner, with concurrence of continuing partners.

This agreement is made _____, 19__, between _____, called the seller, _____, called continuing partners, and _____, called purchaser.

1.

The seller, with the approval of the continuing partners, agrees to sell, and the purchaser agrees to purchase, all the share and interest of the seller in the goodwill of the business of _____, as it is now carried on by the seller in partnership with the continuing partners, under the firm of _____, and in the assets, property, and capital of the partnership, and in the profits as from the _____ day of _____.

2.

The purchase money shall be _____ dollars, but the purchaser shall be entitled to deduct from the purchase money all money now or at any time before completion to be drawn out by the seller in anticipation of his [her] share of profits for the current year.

3.

The purchase shall be completed on the _____ day of _____, at the office of the firm, at which time and place the seller shall, upon payment of the purchase money (subject to deduction, if any, as stated), execute a proper assignment of the premises to the purchaser, with powers of attorney and other provisions as may be proper. If from any cause whatever, other than the wilful default of the seller, the purchase shall not be completed on or before that day, the purchaser shall pay to the seller interest on the purchase money (after making the deduction as stated) at the rate of _____ percent per year from that day until completion of the purchase.

4.

Proper instruments shall be executed for the indemnification of the purchaser by the seller from all the debts, liabilities, and engagements of the firm, if any, entered into, accepted, or given before the _____ day of _____, which do not appear in the books of the partnership, and for the indemnity of the seller and his [her] representatives against all the outstanding debts, liabilities, and engagements of the firm which appear in the books of the partnership.

5.

The continuing partners and the purchaser shall, upon the completion of the purchase, execute an agreement containing mutual covenants by the continuing partners and the purchaser to be and remain partners in the business of _____ for the residue of the term of _____ years from the _____ day of _____, upon the terms, and subject to the agreements and provisions, contained in the articles, with such variations as are rendered necessary by the introduction of the purchaser as a partner, and the assignment of the share and interest of the seller, and for the performance and observance of the agreements and provisions, with variations as stated, in the same manner, as far as circumstances will permit, as if the purchaser had originally been a party to the articles.

In witness, etc.

To grantors conveying property to testator.

_____[Testator], of _____[address], _____ County, _____[state], and _____[grantor], of _____[address], _____ County, _____[state], and _____[grantor], of _____[address], _____ County, _____[state], agree as follows:

SECTION ONE.

EXECUTION OF DEED

On or before _____[date], _____[grantor] and _____[grantor] agree to execute and deliver to _____[testator] a

valid _____[warranty or quitclaim, or as the case may be] deed in which _____[testator] is named as grantee, and which conveys all the right, title, and interest of _____[grantors] in the following described property to _____[testator]: _____[describe property].

SECTION TWO. MARKETABLE TITLE On or before _____[date], _____[grantor] and _____[grantor] agree to deliver to _____[testator] documentary evidence showing that _____[grantor] and _____[grantor] have marketable title to the above-described property.

SECTION THREE. EXECUTION OF WILL

On or before _____[date], _____[testator] agrees to execute and deliver to _____[grantor] and _____[grantor] a valid will in which _____[testator] bequeaths and devises, in equal shares, to _____[grantor] and _____[grantor], all of _____[testator's] right, title, and interest in any and all real and personal property which _____[he or she] may have at the time of _____[his or her] death.

SECTION FOUR.

REVOCATION OF PRIOR WILLS AND CODICILS

_____[Testator] agrees that a clause revoking any and all prior wills and codicils will be included in _____[testator's] will.

SECTION FIVE.

RESTRICTION ON REVOCATION OF WILL

_____[Testator] agrees not to revoke the will which _____[he or she] agrees to execute pursuant to this contract.

SECTION SIX. APPROVAL OF WILL BY ATTORNEY

1.

On or before _____[date], _____[grantor] and _____[grantor] agree to submit the will executed by _____[testator] to their attorney for examination and approval or rejection.

2.

If the will is not approved by their attorney, the attorney must, within _____ days after receipt of the will, notify _____[testator] in writing of the specific reasons why _____[he or she] refuses to approve the will.

3.

_____[Testator], within _____ days after receipt of the attorney's written notice, will execute and deliver to _____[attorney] a will the contents of which correct all of the objections to the original will which are specified in the attorney's written notice.

1.

On or before _____[date], _____[testator] agrees to submit the documentary evidence of marketable title to the property and the deed to _____[testator's] attorney for examination and approval or rejection.

2.

If the title and deed are not approved by the attorney, the attorney must, within _____ days after receipt of the documents, notify _____[grantor] and _____[grantor] in writing of the specific reasons why _____[he or she] refuses to approve the _____[title or deed or title and deed].

3.

_____[Grantor] and _____[grantor], within _____ days after receipt of the attorney's written notice, will submit to the attorney _____[documentary evidence or a deed or documentary evidence and a deed], the contents

of which correct all of the objections specified in the attorney's written notice.

SECTION EIGHT. CUSTODY OF WILL The will is to be _____[kept in the custody of _____ at _____, or deposited in the _____[court], at _____]. SECTION NINE. DEATH OF GRANTOR PRIOR TO GRANTEE

1.

If _____[grantor] or _____[grantor] predecease _____[testator], the property devised and bequeathed to the deceased person in _____[testator's] will is to be devised and bequeathed to the surviving _____[grantor].

2.

If both _____[grantor] and _____[grantor] predecease _____[testator], the property devised and bequeathed to them in _____[testator's] will may be disposed of in any manner and to any person as _____[testator] decides is appropriate, unrestricted by any provision in this contract.

In witness whereof, the parties have executed this agreement at _____, _____[state], on _____[date].
[Signatures] [Acknowledgment]

To be incorporated by executors.

My executors named below, or the acting or surviving one of them, or my personal representative shall after the death of my _____ [e.g., niece, _____] select and associate with them, him, or her as many other persons as will make _____ persons, including such executors or representative, who together shall organize, establish and incorporate a free hospital in the city of _____, or within _____ miles of its then corporate limits [to be after the pattern of the _____ hospital of _____], and of which the _____ persons shall be the officers and directors for the _____ years with power in them and their successors to fill vacancies as they may occur. The hospital shall be named the _____ hospital, after _____ [e.g., my parents]. It shall be nonsectarian and entirely free from charges and pay by or from its patients and the hospital shall minister to all worthy persons from the city of _____ and the county of _____, who are not able to pay physicians and hospital charges, and _____ [e.g., are not incurable and have no contagious diseases].

My executors or personal representative shall at the death of my _____ [e.g., niece, _____] or as soon thereafter as they may deem practicable, turn over, transfer and assign to such officers of the hospital, all [the residue] of my personal and real estate then in their hands or under their control to be used for the establishment and maintenance of the free hospital. But I desire and direct that not more than _____ [e.g., one-fifth] of [the residue of] my estate shall be used in the purchase of a site for the hospital and in constructing buildings and furnishings and equipping the same. I desire and direct that the income derived from the balance of [the residue of] my estate shall be used and applied to the maintenance of the hospital. The principal of [the residue of] my estate shall be left intact as an endowment fund of the hospital. The receipts and income from such fund shall be used for maintenance and current expenses of the hospital.

The board of directors of the hospital shall serve without pay.

Theater in trust for use of people of city.

This deed of trust is made on _____[date], between _____, of _____(donor), and _____, _____, and _____, all of _____(trustees).

Donor, in appreciation of mutual esteem and kindly feelings existing between h—self and the citizens of _____, desires to manifest and perpetuate the same by deeding and conveying to trustees and to their successors in interest, that certain piece, lot or parcel of land in the town of _____, state of _____, upon which is situated that certain building, with appurtenances, commonly known as and called the "_____ opera house."

Now, therefore, donor hereby deeds, conveys and forever quitclaims unto trustees and to their successors in interest, as provided below, subject to the conditions of trust in this deed specified below, the following real estate, to wit:

_____, together with all buildings, and all appurtenances of and all furnishings in such buildings, to have and to hold forever, subject to the following conditions, to wit:

First. The real estate, buildings situated on such real estate, and the furnishings of such buildings, shall be kept free from debt as they now are.

Second. The above-described premises and buildings shall be for the use of the people of _____ on all public occasions, in a manner not deemed harmful, inexpedient or unwise by trustees or their successors in interest, and no discrimination in the use of the premises and buildings on such occasions by the public shall be made on account of political opinions, religious beliefs, or any other considerations whatsoever not immoral nor detrimental to good citizenship.

Third. Trustees and their successors in interest as provided for below, shall have the right to exact such compensation for the use of the premises and buildings, in cases of entertainment or amusement, usually had or given for hire, but such compensation shall be used only for the purpose of keeping the premises in repair, suitable for the uses for which the same has been constructed, and for meeting such ordinary expenses as may be incurred or which may accrue and be a charge against the same.

Fourth. In the event of the death, removal from _____, or the resignation of either of trustees, the remaining surviving trustees shall have the right, and it shall be their duty, to select from among the actual residents of the town of _____, a successor or successors to fill such vacancy, or vacancies, as the same may occur; and successor or successors shall be under the same obligations, and have the same right to fill any further vacancies which may occur, in the same manner as conferred upon trustees named in this instrument.

[Signature of grantor]

We, the above named trustees, by our signatures below, receive as trust grantees the premises and properties in the deed mentioned above, and agree to hold, manage and control the same, as honorary trustees, and without compensation, subject to the conditions and restrictions specified in the deed.

[Signatures of trustees]

[Acknowledgment of grantor]

Termination in event of default, bankruptcy, etc., of publisher.

In the event we breach any term or condition of this agreement or fail to render true and accurate statements if and when called for or fail to pay you the money due in the amount and at the time provided, and any such default is not cured within _____ days after written notification by you to us that such default has been committed, or in the event we shall reorganize or file a petition in bankruptcy or be adjudged a bankrupt, or make an assignment for the benefit of creditors or become insolvent, or if a receiver is appointed for our property, then on the happening of any such events, this agreement shall automatically and without further notice cease and terminate and thereon neither we, nor our representatives, receivers, trustees, agents and successors shall have any further right to publish, sell or deal in or with magazine issues for which your names, characters, and all other matters are licensed under the terms of this agreement. A termination of this agreement under the provisions of this paragraph or otherwise shall not in any manner affect the retention of any or all money in royalties previously paid to you and shall not in any manner affect our obligation to account for and pay over to you any money due by reason of the publication and sale of copies published prior to the termination of this agreement.

Surrogate release and hold harmless agreement.

I, [Surrogate's name], referred to as "Surrogate"), and [Surrogate's Husband's name], her Husband, (referred to as "Husband"), have applied to _____, attorney at law, to be considered as a surrogate to bear a child for [Natural Father's name]. It is my desire to enter into the preceding fee paid Surrogate Parenting Agreement where I will be artificially inseminated by a physician for the purpose of becoming pregnant. Upon birth, we as Surrogate and Husband will surrender our custody rights to the child in favor of [Natural Father's name], the child's natural and biological father; and where necessary and permitted by law, terminate all parental rights to the child.

I, [Surrogate's name], Surrogate, represent that I am healthy, both physically and mentally, and that I am capable to the best of my knowledge of conceiving and carrying a fetus to term.

We, [Surrogate's name] and [Surrogate's Husband's name], as Surrogate and Husband, represent that we were married on [Date of Marriage], and have cohabited together as man and wife since that date.

We, [Surrogate's name] and [Surrogate's Husband's name], understand that several attempts at artificial insemination may be necessary, and that _____, attorney at law, does not guarantee that pregnancy or full term pregnancy will result from artificial insemination. We have been advised and counseled as to the potential psychological implications on our marital and family relationship that may result from the birth of a child through this surrogate parenting procedure.

We, [Surrogate's name] and [Surrogate's Husband's name], agree with and will comply with the following policies:

1.

We under no circumstances shall require that the identity of [Natural Father's name] be divulged to us or to anyone else, and accordingly, forever waive all rights, if any, that we may have as to the identity, address, or any other information whatsoever concerning [Natural Father's name].

2.

We recognize that surrogate parenting is a relatively new procedure, that the laws are unclear in many areas; we have retained our own independent legal advisor.

3.

We release _____, attorney at law, from any and all liability and responsibility of any nature whatsoever which may result from the complications of childbirth or delivery, or from the birth of an infant abnormal in any respect, or from the hereditary tendencies of that issue, or from any adverse consequences which may arise in connection with, or as a result of the artificial insemination. However, nothing in this release shall be construed as an attempt by _____ to exonerate himself [herself] or limit his [her] liability in the event of personal malpractice.

_____[Surrogate] _____[Husband]

[Date]

Subcontract to drill well.

Whereas, the A company, a corporation duly incorporated under the laws of the state of _____, has made and entered into a contract with the B company, a corporation duly incorporated under the laws of the state of _____, and herein called "owner," by the terms of which, among other things, the A company has agreed, obligated and bound itself to drill, case, and complete for the owner a deep water well, according to the specifications and to be located as herein set out; and, whereas, the A company desires to sublet the contract for the drilling, casing, and completing of such well:

Therefore, know all by these presents that this contract this day made and entered into by and between the A company, herein called the "company," and _____, _____, and _____, a copartnership doing business under the firm of _____, of _____ county, _____, herein called the "contractor," witnesseth:

1.

The contractor has this day agreed and contracted with the company to drill and case deep water well; the well to be located on a certain lot of ground situated in the city of _____, owned by the B company, and located as follows: _____, the exact location on such lot to be made by the owner.

2.

The well is to be drilled and cased from _____ inches above the normal ground surface of the earth adjacent to the well down to and through all of the _____ sands; but in no event to be drilled to a greater depth than _____ feet. From the surface of the earth down to a depth of _____ feet the well shall be cased with _____ inch inside diameter _____ pound per lineal foot steel casing, which shall be welded where joined. Such casing shall be set in such manner as to case out all shaly, sand, or mud formations, and also all water above.

3.

From such point, that is, from the point _____ feet below the surface of the earth and at the bottom of the _____ inch casing, the well shall be cased to the upper _____ sands with a[n] _____ inch _____ pound per lineal foot _____ wrought iron liner or packer casing, which casing shall be equipped with long oil country couplings, and shall be provided with _____ threads to the inch. The lower or _____ inch casing shall be so set as to center accurately with the _____ inch casing above it, and shall be set in such manner as to case out all shaly, mud, or sand formation and all waters above.

4.

From the lower extremity of the _____ inch casing, the well is to be drilled from such point, until it is completed, with as large a bit as practicable to pass through the _____ inch _____ pound per lineal foot casing. The well shall, at the option of the company, be cased with a strainer casing from the lower extremity of the _____ inch casing to the bottom thereof with _____ inch inside diameter _____ wrought iron _____ pound per lineal foot casing. Such _____ casing to be drilled with _____ inch holes over its entire area, so that the maximum distance between the center of any adjacent holes will be _____ inch centers.

5.

The first _____ feet shall be drilled and casing set before the well is drilled below that depth. It shall then be drilled to the depth that it is to be cased with the _____ inch casing, as above mentioned, and such casing set before it is drilled below that depth; and after the _____ inch casing is set, drilling shall then be completed.

6.

The contractor agrees that all casing shall be set in such manner and all drilling operations conducted in such a way that if it is deemed necessary or advisable the well can be "shot" to increase the flow, without injury or damage to either the casing set or the drilling then completed.

7.

The contractor agrees to furnish all labor, derrick, power, casing, materials, equipment, tools, freight, and delivery expense, and all other things, whether labor or material, without limitation, necessary to drill and equip the well and to finish the same as above set out, and to deliver the same to the company free of all material, labor, or other liens in a first class workmanlike condition, and in accordance with the conditions herein set out at \$_____ per lineal foot for

first _____ feet, and \$_____ per lineal foot for the remaining depth, but not to exceed a total depth of _____ feet.

Such amount shall be paid as follows:

a Upon delivery at owner's property above described of well casing for use on the work herein set forth, company will pay to contractor an amount equal to the cost to contractor of such casing, plus freight charges; such amount to be evidenced by paid invoices and freight bills which shall be presented and surrendered to company;

b _____ days after the actual commencement of drilling by contractor, and at the end of each succeeding _____ days thereafter, company will pay to contractor for work completed in the preceding _____ day period an amount equivalent to \$_____ per foot for each foot of _____ inch well completed as above, and \$_____ per foot for each foot of _____ inch well completed as above set forth;

c Upon completion of the well, in accordance with all the provisions of this agreement, and upon acceptance of the work by company and by owner, company will pay to contractor the balance of the contract price provided for in this agreement.

Company may, at its option, in lieu of all or any part of any cash payment required by the provisions of subdivisions a, b, and c, deliver to contractor an equivalent amount of owner's _____% cumulative preferred stock at par value; provided, however, that in no event shall the total amount of such stock so delivered exceed _____% of the total contract price above specified.

8.

The contractor agrees to be informed of and to comply with all laws, regulations, rules, and requirements of the state of _____ regarding the drilling of water wells, and of such laws, regulations, rules, and requirements of any other governmental authority having jurisdiction in the premises, and will assume all liability for damages or penalties arising out of the violation of or failure to observe such laws, regulations, rules, and requirements.

9.

It is further agreed that the contractor will carry liability insurance for the protection of the A company, and the owner, as their interest may appear, against any and all claims of damages of whatever nature arising out of injuries to contractor's or their employees, or any of them, or to the general public, resulting either directly or indirectly from contractor's operations.

10.

The contractor agrees with the company that, in the event it becomes necessary to shoot the well, the company shall pay only the actual cost thereof, but that cost will not exceed, under any circumstances, \$_____ (which shall be in addition to the above specified contract price), which amount shall include any changes or rearrangements made necessary by the result of the shooting of the well.

11.

The contractor agrees to test the well, as the same is being drilled, after the _____ sands have been encountered, whenever and as requested by the company, and in making such test company shall furnish, at its expense, all apparatus for making such test, and the contractor shall, bear the expense of making such test and furnish all labor necessary in making same. The company may have the drilling of the well stopped, at its option, at any time after the _____ sands have been encountered, and payment shall be made in such case for the actual number of feet drilled.

12.

Work shall commence on the well within _____ days from the date of signing this contract, and well shall be completed and fully equipped within _____ workdays from the date of starting. The contractor hereby acknowledges that the time for the completion of the work is of the essence of this contract, and that, in the event of a failure to complete the work within the time specified, the owner will be greatly damaged, and its damages will be difficult of ascertainment. It is therefore agreed, and the contractor binds h—self, to pay the owner \$_____ per day for every day's delay in the completion of the work beyond the date specified, which sum it is hereby agreed shall be construed as liquidated damages and not as a penalty.

13.

The contractor agrees and binds himself to furnish with the contract a bond in the sum of \$____, guaranteeing the full and satisfactory performance of this contract, and further guaranteeing the payment of all labor and work done and material and fixtures furnished and used in the carrying out and in the performance of this contract.

14.

The contractor further agrees that where there is a conflict, if there is a conflict, between the former proposals of _____, _____, and _____, _____, and this contract, the stipulations of this contract shall be the agreement between the parties and shall be controlling, and that this contract supersedes all previous agreements or representations, either written or verbal, between the parties hereto.

15.

If, at any time before the well is completed, the company shall desire that another well shall be drilled on the same lot as the well herein contracted for is drilled, the contractor agrees to drill such second well in accordance with each and every of the conditions, provisions, and terms of this contract, save and except that it agrees that the contract price of the second well shall be \$____ less than the total contract price of the well herein contracted for, for the same depth. If the second well is drilled to a greater depth than the first well, the excess shall be paid for at \$____ per lineal foot for such excess. In the event the company exercises its option of having second well drilled, it shall give the contractor written notice of its exercise of such option at least _____ full days before the completion of the well herein contracted for.

16.

It is agreed that this contract is executed with the full and complete knowledge of its contents and of all its conditions and provisions, and with the further knowledge of the kind, quantity, and quality of the articles, materials, and work required, and of the guaranties and representations herein stated, made, and set out.

17. It is further specifically agreed that this contract is executed subject to all the laws and governmental regulations of the city of _____, and to the provisions of the franchise from the city of _____ to _____ company, and that this contract is not binding upon the company unless and until signed by one of its executive officers.
In witness whereof, etc.

For rent.

Received of _____ of _____, individually, and _____ and _____, as trustees under deed of trust of _____ bearing date _____, the sum of \$____ rent for above-named month.

Assignment of limited partner's interest.

For value received, I, the undersigned, of _____, by this instrument assign to _____, of _____, the whole of my interest in the limited partnership of _____, conducting business under a partnership agreement dated _____. Effective upon the signing of this instrument the assignee shall be entitled to receive the share of the profits or other compensation by way of income to which I would otherwise be entitled, and to the return of my contribution to the capital of the partnership. In the event that all the other members of the partnership consent to it, the assignee shall be entitled to all the rights which I, as a limited partner, had in the partnership.

Dated _____. [Signature]

[Acknowledgment]

Commercial district.

1.

—horticultural.

2.

Apartments in connection with business use.

3.
Professional or business offices, agencies, or studios.

4.
Personal service shops, including tailor, barber, beauty, dressmaking, shoe repair, hand laundry, or similar shops.

5.
Retail stores, shops for custom work or for making articles to be sold at retail on the premises.

6.
Offices of veterinarian and kennels.

7.
Telephone, telegraph and express offices, railroad station or auto bus passenger station.

8.
Any commercial use of the same general character as any of the above permitted uses when authorized as a special exception, but in no case may a building be erected, altered or used, or a lot be occupied or used for any trade, commercial use, or business that is noxious or offensive by reason of odor, dusts, smoke, gas, vibration, illumination, noise, or generation of excess traffic.

9.
Accessory use on the same lot with, and customarily incidental to any of the above permitted uses.

10.
Commercial signboards not exceeding 20 feet in area used in connection with a permitted business on the property.

Stock transactions—Custody agreement.

The undersigned selling shareholder of _____[name of corporation], referred to here as "company," a corporation incorporated in the state of _____, desires to sell certain shares of common stock of company, par value \$_____ per share, referred to as "the shares," to _____[name of underwriter] at a price and on other terms to be subsequently determined pursuant to the terms and conditions of an underwriting agreement, among the company, underwriter and selling shareholder; and _____[name of custodian] has agreed to act as custodian for the purposes of this agreement.

For the reasons set forth above, and in consideration of the mutual covenants contained here, the undersigned agrees as follows:

1. The undersigned by this means makes, constitutes, and appoints _____, _____, and _____, or any of them acting alone, the true and lawful attorneys in fact and agents of the undersigned with full power and authority to act in the name of and for and on behalf of the undersigned, to make, cause to be made, modify, complete, amend, execute, acknowledge, and deliver:

(a)

The underwriting agreement, in the form furnished to the undersigned (proof of [Date]) which is incomplete in certain respects and may be modified in certain other respects. Such agreement when executed by any of the attorneys in fact will include the price and other terms of the offering (provided that the purchase price per share shall be the same, net of underwriting discounts and commissions, as the purchase price per share applicable to the sale of shares by company and each other selling shareholder);

(b)

Such communications with the Securities and Exchange Commission and its staff or with the _____[National Association of Securities Dealers or as the case may be] as any of the attorneys in fact may deem necessary or desirable in connection with the sale of the shares by the undersigned as contemplated in the underwriting agreement and the registration of the shares under the Securities Act of 1933, as amended, including without limitation, any requests for acceleration of the effective date of the registration statement filed with the Securities and Exchange Commission, or any representation to the Securities and Exchange Commission that the undersigned is familiar with the registration statement including a prospectus, that the undersigned knows of no material adverse information with regard to current and prospective operations of the company not disclosed in such prospectus and communications which advise the Securities and Exchange Commission as to the reasons set forth in the Questionnaire of the Selling Shareholders for the undersigned selling the shares;

(c)

Any writing, instructions, and letters of transmittal as the underwriter may request in connection with the registration or qualification for the offering and sale of the shares under the securities or "blue sky" laws of such states as underwriter may specify;

(d)

All instruments, documents, and certificates as any of the attorneys in fact deem necessary or desirable in order to effect the sale of the shares as contemplated by underwriting agreement;

(e) Such orders and instructions to the custodian as any of the attorneys in fact determines with respect to the matters set forth here;

(f)

All other instruments, documents, and certificates deemed necessary or desirable by any of the attorneys in fact in connection with the foregoing. The attorneys in fact shall each have full power and authority to do and perform in the name and on behalf of the undersigned, as fully and to all intents and purposes as the undersigned might and could do in person; and

(g) Any and all transfers on the books of the company necessary or appropriate to carry out the sale contemplated by this means.

2.

The undersigned agrees to indemnify each of the attorneys in fact against any and all costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities of any kind or nature with respect to anything done by them in good faith in accordance with the instructions contained here.

3.

This agreement and all authority conferred by this means are granted and conferred subject to the interest of the underwriter, company, and each selling shareholder who may become a party to the underwriting agreement and in consideration of such interests. The nature of the underwriting agreement is _____. Accordingly, the company, underwriter, and selling shareholders have and declare a substantial interest in the assurance that, notwithstanding the death, incapacity, or other act of the undersigned, all shares shall be available for delivery against payment for them, time being of the essence. This agreement and all authority conferred by this means accordingly shall be irrevocable and shall not be terminated (or terminable) by any act of the undersigned, or by operation of law, whether by the death or incapacity of the undersigned, and the attorneys in fact and the custodian are authorized and directed to complete all such transactions and to carry out the provisions here as if such death, incapacity, or other event had not occurred and regardless of notice.

Notwithstanding the foregoing, if all of the transactions contemplated by the underwriting agreement and this agreement are not completed prior to [Date], then from and after such date either the undersigned or any of the attorneys in fact shall have the power by giving written notice to the other to terminate this agreement, subject, however, to all lawful action done or performed by any of the attorneys in fact pursuant here prior to the actual receipt of such notice.

4.

There are being delivered with this agreement to the custodian certificates in negotiable form (with signatures guaranteed by a national bank or trust company or member firm of the New York Stock Exchange) representing not less than the aggregate number of shares of common stock of company, par value \$_____ per share, set forth opposite the name of the undersigned, on Schedule A attached here. These certificates are to be held by the custodian for the account of the undersigned and are to be disposed of in accordance with this agreement.

5.

The custodian is authorized and directed to hold the certificates deposited in its custody. On receipt of and in accordance with written instructions by any of the attorneys in fact, the custodian is further authorized and directed, on the date specified in such written instructions, to deliver to the underwriter, against receipt by the custodian of the purchase price for the account of the undersigned as specified in such written instructions, one or more new certificates for the shares in such denominations and registered in such name or names as any attorney in fact has specified in writing.

6.

The custodian is further authorized and directed, for and on behalf of the undersigned, to accept and acknowledge receipt from underwriter of payment for the shares; to pay, from the proceeds of the sale, such expenses as it may be instructed to pay by any of the attorneys in fact; and, on instruction in writing by an attorney in fact to do so, to disperse to the undersigned the balance of the amount received by the custodian as payment for the shares. The expenses to be authorized for payment by the custodian include a proration of all expenses of the offering. With such remittance, the custodian shall also return to the record owner of the certificates deposited, new certificates containing the appropriate legend condition pursuant to the Securities Act of 1933, for the number of common shares, if any, represented by the certificates deposited with custodian which are in excess of the number of shares to be sold by the undersigned to underwriter.

If the closing of the sale of the shares contemplated by this agreement is not completed on or before [Date], or if the underwriting agreement or this agreement is terminated prior to it, the custodian, on receipt of written notice from any of the attorneys in fact, is authorized and directed to return to the undersigned the certificates delivered with this agreement, and this agreement shall immediately terminate.

7.

Until payment of the purchase price for the shares to be sold by the undersigned to underwriter is made to the custodian by underwriter, the undersigned shall remain the owner of such shares and shall have the right to vote such shares and all other shares, if any, represented by certificates deposited with custodian.

8.

The custodian shall be entitled to act and rely on any statement, request, notice, or instruction required or permitted under this agreement given to the custodian by any of the attorneys in fact. However, any statement or notice as to the noneffectiveness or termination of the underwriting agreement or advising that the underwriting agreement is not executed and delivered, shall be confirmed in writing to the undersigned by _____[name of underwriter].

9.

The undersigned agrees to indemnify the custodian against any and all costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities of any kind or nature with respect to anything done by it in good faith in accordance with these instructions.

10. The undersigned by this means represents, warrants, and agrees that:

(a)

He [or she] is lawful owner of the shares delivered to the custodian and at the time of delivery will be the lawful owner of the number of shares to be sold and will have good and marketable title to such shares, free and clear of any claims, liens, encumbrances, security interests, community property rights or restrictions on transfer; that such shares are and at the time of delivery of them will be authorized, validly issued, fully paid and nonassessable; that at the time of the delivery of the shares he [or she] will have full legal right, power and authority, and any approval required by law, to enter into the underwriting agreement and to sell, assign, transfer and deliver such shares in the manner provided there; and that on delivery of and payment for such shares pursuant to the underwriting agreement underwriter will acquire good and marketable title to such shares, free and clear of any claims, encumbrances, security interests, community property rights or restrictions on transfer. The undersigned, severally and not jointly, represents and warrants that when the registration statement becomes effective and at all times subsequent thereto through such period as, in the opinion of counsel to company, the prospectus is required by law to be delivered in connection with sales by an underwriter or a dealer, such parts of the registration statement and prospectus and any supplements or amendments to them relating to the undersigned and which are based on information furnished in writing to company by or on behalf of the undersigned will not contain an untrue statement of a material fact or omit to state any material fact required to be stated there or necessary to make the statements not misleading;

(b)

He [or she] has not taken and will not take, directly or indirectly, any action designed to or which might reasonably be expected to cause or result in stabilization or manipulation of the price of the stock of the company;

(c)

He [or she] will not, for a period of _____ days after the effective date of the registration statement, offer or contract to sell, sell, or otherwise dispose of any shares of common stock of company owned directly by him [or her] or with respect to which he [or she] has the power of disposition, without prior written consent of _____[name of underwriter].

Statement of trust receipt financing.

The entruster, _____, whose chief place of business within this state is at _____[or who has no place of business within this state and whose chief place of business outside this state is at _____], is or expects to be engaged in financing under trust receipt transactions the acquisitions by the trustee, _____, whose chief place of business within this state is at _____, of goods of the following description: _____[coffee, silk, automobiles or the like].

_____, Entruster _____, Trustee

Professionally employed spouse at middle income level with two primary school age children.

This Separation Agreement is entered into this _____, 19__, by _____, the wife and _____, the husband.

Recitals:

The parties are now husband and wife.

The parties are estranged from each other and not living together as husband and wife.

There is now pending between the parties a Petition for Dissolution of Marriage in the Circuit Court of _____ County, _____

entitled "In Re The Marriage of _____ and _____, Case No. _____. The parties are desirous of settling property rights and other related matters in the event the court awards them a dissolution of marriage. Therefore, in consideration of the terms and conditions of this separation agreement, and other goods and valuable consideration, It Is Agreed: Children.

1.

The wife shall have the permanent care, custody and control of the minor children of the parties, and the husband shall have liberal rights of visitation.

2.

The parties shall make every reasonable effort to agree on the terms and conditions of visitation, including time, place, frequency, duration, and transportation arrangements. If agreement cannot be reached, however, the husband shall have visitation on Tuesdays and Thursdays from 6:00 p.m. to 8:00 p.m., and on Sundays from 9:00 a.m. to 8:00 p.m.

3.

Visitation shall include both children at the same time whenever possible, but may include only one child if the other is unavailable.

4.

Each party shall keep the other fully informed of the children's location, including addresses and telephone numbers for out-of-town travel arrangements.

5.

Each party shall keep the other informed of significant circumstances affecting the children's health or general welfare, including serious accident or illness. In the event of serious illness of either child, the husband shall have an absolute right of visitation at any place where the child may be confined, subject only to medical restrictions.

6.

Each party shall be entitled to complete, detailed information from any physician, dentist, therapist, or other consultant attending either of the children for any reason and to be furnished with copies of any reports given by any such consultant to the other party.

7.

Each party shall be entitled to complete, detailed information from any tutor or teacher giving instruction to either of the children, or from any school, camp, or other institution which either of the children may attend, and to be furnished with copies of all reports given by any such person or institution to the other party.

8.

Neither party shall cause or permit the children's names to be changed, or cause them to be known or identified by any surname other than _____.

9.

The husband's exercise of his visitation rights shall be entirely optional with him, and his failure to exercise such rights on any particular occasion shall not waive his right to full enforcement of his visitation rights on any other occasion. Both parties shall give notice of any necessary changes in the visitation schedule as far in advance as possible.

10.

The parties shall consult with each other and shall make every reasonable effort to agree with each other before making major decisions affecting the health, education, or welfare of the children, such as course of treatment for illnesses, choice of schools,

extracurricular activities, and summer camps, and other matters of similar importance.

11.

Neither party shall take the children beyond the boundaries of the United States without the written consent of the other party. Neither party shall remove the permanent residence of the children from the jurisdiction of this court without mutual written agreement or order of court under Section _____ of the _____ Marriage and Dissolution of Marriage Act.

12.

The husband shall be liable for any extraordinary medical, dental, or hospitalization expenses incurred on behalf of the minor children of the parties. The wife shall give advance notice prior to incurring any such extraordinary expenses except in case of dire emergency. The wife shall be liable for the ordinary medical and dental expenses of the children and shall be liable for her own medical, dental, and hospitalization expenses.

13.

The husband shall maintain a policy of medical insurance for the benefit of the minor children and shall furnish the wife with a spin-off policy, if available, at her request and at her own expense.

14.

The husband's obligation to pay extraordinary medical, dental, and hospitalization expenses and to maintain medical insurance shall continue for so long as the children are entitled to support under this agreement, including college.

15.

The husband shall pay unallocated maintenance and child support to the wife at the rate of \$_____ per month for a period of five years commencing _____, 19____, payable in equal semimonthly installments on the first and the fifteenth day of each month, subject to the following terms, limitations, and conditions:

(a). The wife may elect to receive advance payment of a \$_____ portion of the first twenty installments due, for a total advance of \$_____, such election to be exercised if at all upon signing this agreement.

(b). Unallocated payments during the first three years shall not terminate in the event of the wife's remarriage. After three years, unallocated payments shall terminate in the event of her remarriage, unless the parties otherwise agree in writing.

(c). Unallocated or child support payments which have not accrued shall terminate upon the death of either party.

(d). Unallocated payments shall be reduced by \$_____ per month in the event of the death or change of custody of a child.

(e). Upon termination of unallocated payments under this agreement, the husband shall pay child support only, unless otherwise agreed by the parties in writing. The amount of child support at that time shall be determined by agreement of the parties or order of the court.

(f). The court shall be precluded from extending the husband's obligation to pay maintenance in any form beyond the periods agreed above unless the parties have otherwise agreed in writing.

(g). The obligation to pay child support to the wife shall terminate upon a child's death, marriage, legal emancipation, attainment of eighteen years of age, or change of custody, whichever occurs first.

(h). Unallocated payments are subject to modification by the court only to the extent warranted by material and substantial changes of circumstances in the needs of the children, without regard to the financial needs of the wife.

Any court modification of unallocated payments shall continue to be in unallocated form.

(i). "Remarriage" as used in this paragraph includes cohabitation with another person on a resident continuing conjugal basis.

(j). "Change of custody" as used in this paragraph means that the child's permanent principal residence is no longer with the wife.

Tax Clause.

16.

The periodic payments of unallocated maintenance and child support which the husband shall pay to the wife under paragraph 15 have been agreed upon by the parties in the light of existing federal income tax laws, rules and regulations, which make such payments deductible by the husband and taxable to the wife. In the event of a change in the applicable tax law, rules and regulations, or controlling case law, such that the periodic payments will become wholly or partially nondeductible by the husband and thus not taxable to the wife, the parties agree to make such adjustment in the nature and amount of such payments as can be made to effectuate their original intention as expressed in this agreement.

17.

The husband shall maintain a policy or policies of insurance on his life for the benefit of the wife in the amount of \$_____ for three years from the date of this agreement, and for an additional two years so long as the wife has not remarried.

18.

The husband shall maintain a policy or policies of insurance on his life for the benefit of the minor children at the rate of \$_____ per child for so long as the husband maintains life insurance for the wife, and at the rate of \$_____ per child thereafter for so long as he is liable for the support of any such child under this agreement including college education, but in no event shall the obligation extend beyond the child's 25th year.

19.

The husband shall have the option of making any insurance proceeds payable to the children through a trust, but any such trust shall minimally provide for the financial needs of the children as set forth in this agreement.

20.

The husband shall furnish the wife with a description of the policies maintained in compliance with these paragraphs or of any subsequent changes in the policies maintained.

Property Division.

21.

The wife shall have the parties' 19__ _____ automobile, and shall be fully responsible for all remaining monthly payments on the purchase money note secured by a lien on the automobile. So long as the husband remains liable on that note, the wife shall maintain comprehensive and collision insurance on the automobile in the amount of its actual cash value. If the wife fails to pay the insurance premiums when due, or fails to make a monthly payment on the note within thirty days of its due date, the husband may make such payments directly on the wife's behalf, and may withhold the amount of such payments from the next support and maintenance payment required under paragraph 15.

22.

The husband shall have the \$_____ note of _____, dated _____, 19__, and the balance of the parties' escrow account at _____ Bank.

23.

The wife shall make available to the husband, for the purpose of making copies, all photographs, including both

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positives and negatives, in her possession in which appear the children, the husband, his family or friends, and any of the parties' pets. The husband shall pay for all copies.

24.

The parties have divided between them to their mutual satisfaction all items of tangible personal property and neither party shall make any claim to any such property now in the possession of the other.

25.

Each party acknowledges to the other that this agreement provides for a fair and equitable division of marital property, and each party therefore accepts this agreement as a full and final settlement of all property claims that either may have arising from the marital relationship.

Debts and Attorney Fees.

26.

The husband shall pay the parties' 19__ federal, capital gains and state income taxes, and their debts to _____, _____, and _____.

Life Insurance.

27. The husband shall pay _____ for services rendered by him to either party prior to _____, 19__.

28.

The wife shall pay the parties' debt to the holder of the purchase money note secured by a lien on the parties' 19__ _____ automobile.

29.

Each party represents and warrants to the other that he or she has not contracted and will not contract any debt or liability for which the other could be held liable, except for those specifically assumed by either party or expressly provided for under this agreement. Each party shall indemnify and hold the other harmless from any such debt or liability, existing or future. Each party shall pay their own attorney fees and court costs in this action.

Mutual Waiver of Rights.

30.

That except as expressly provided for above, each of the parties has waived and is barred from any and all rights in connection with the income and property of the other including, but not limited to, the right of maintenance, past, present or future, dower, homestead, marital property rights, rights of inheritance, or any and all other property rights, whether real, personal or mixed, whether now owned or acquired in the future, and other than those rights and provisions contained in this agreement, each is barred and foreclosed from asserting any such rights.

Execution of Documents.

31.

Each of the parties shall promptly execute any and all documents and do all that is necessary to effectuate the terms and provisions of this Agreement.

Miscellaneous Provisions.

32.

This agreement shall not be invalidated or otherwise affected by a reconciliation between the parties, or a resumption of marital relations between them, unless expressly agreed by the parties in writing.

33.

This agreement contains the entire understanding of the parties, and they acknowledge that there have not been and are

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no representations, warranties, covenants, or understandings other than those expressly set forth in this agreement, and that neither has any obligation to the other except as expressly set forth in this agreement.

34.

This agreement shall not be modified or amended except by court order or further written agreement of the parties expressly setting forth specific language of amendment.

35.

The failure of either party to insist upon a strict performance of any provision in this agreement shall not prevent that party from insisting upon strict performance of such provisions or any other provision in this agreement.

36. Each party shall notify the other of his or her change of address or telephone number as soon as such change is known.

Exclusion of Incorporation.

37. The parties agree that while this agreement has been identified and approved by the court, its terms shall not be incorporated or merge into the judgment for dissolution in the present action in order that this agreement shall be independently enforceable as a contract. The parties further agree that they shall perform each and every term of the agreement as though it had been incorporated in the judgment for dissolution and enforcement shall be by all remedies available for the enforcement of any other judgment, including contempt.

South Carolina—Warehouseman's bond.

PLEASE READ INSTRUCTIONS ON BACK BOND NO. _____

STATE OF SOUTH CAROLINA

DEPARTMENT OF AGRICULTURE

WAREHOUSE DIVISION

WAREHOUSEMAN'S BOND

For Storage of Agricultural Commodities

KNOW ALL MEN BY THESE PRESENTS: That we _____ (Name of Warehouse) _____ of _____, as principal and _____ (Name of Surety Company) of _____ (Home office address), as Surety, are held and firmly bound unto THE COMMISSIONER OF AGRICULTURE FOR THE STATE OF SOUTH CAROLINA, and his successors in office, for the use and benefit of every person establishing legal rights hereunder, in the full and just sum of TWENTY FIVE THOUSAND AND No/100 DOLLARS, (\$25,000), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents. Whereas, by South Carolina Code Section 39-22-20 (1990), warehousemen storing agricultural commodities in the State Warehouse System are required to obtain a license from the Commissioner of Agriculture for the State of South Carolina and to give bond in such form and amount and conditioned upon full compliance with the provisions of Section 39-22-10, et seq., and any rules and regulations promulgated thereunder or amendments thereto. Now, therefore, the condition of this obligation is such that if the above-named principal shall faithfully and truly perform and fulfill all duties as required by the State Warehouse System, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond shall be effective from the _____ day of _____, _____, and shall continue in effect until terminated by mutual agreement or cancelled as herein provided. The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims which may accrue during the term hereof. The surety may withdraw from this bond by giving 90 days written notice by registered mail to the Commissioner of Agriculture, provided such withdrawal shall not release said surety from any liability existing hereunder at the time of the effective date of said withdrawal.

Signed, sealed and dated this _____ day of _____, _____

In the presence of: _____ Principal (Name of Warehouse) (Seal) _____ Witness to the Principal By:

_____ Surety (Seal) _____ Witness to the Surety By: _____ Countersigned by South Carolina Agent:

_____ Signature: _____ Address: _____, South Carolina

(A copy of the Power-of-Attorney for the person executing this bond for the surety must be attached.)(This bond must be countersigned by a South Carolina agent of the surety.) (When completed, this bond should be mailed to S. C. Department of Agriculture, P. O. Box 11280, Columbia, S. C. 29211.)

INFORMATION FOR THE PREPARATION AND EXECUTION OF THIS SURETY BOND

A. The name of principal of the bond must be correctly stated. It must agree with the name in which the applicant for license will conduct business.

The name in which business is conducted should follow the name or names of the principal where the applicant does business in a fictitious name. Examples: Individual operating in own name: "John Doe" Individual owner operating in another name: "Richard Roe d/b/a "Farmer's Warehouse" Partners operating in another name: "John Doe, Richard Roe, and Mary Doe d/b/a Acme Warehouse" Corporation operating in own name: "ABC Bonded Warehouse (a corporation)" Corporation operating in another name: "John Doe Enterprises, Inc. d/b/a Superior Storage"

B. Execution by Principal

If the principal of this bond is:

1. 2. 3. An individual: A partnership: A corporation: this bond must be signed by the principal. this bond must be executed in the name of the partnership and signed by the partners. this bond must be executed in the name of the corporation, by its President or Vice President, with impression of corporate seal affixed.

C. Execution by Surety

1.

Must be a properly authorized person whose title should be shown with impression of corporate seal of the surety affixed.

2.

Copy of the Power of Attorney of that person must be attached to the bond.

D. Countersigning of the bond should consist of the typed name, signature, and mailing address of a licensed agent of the surety who is registered with the South Carolina Insurance Commissioner.

Simple will —Generally.

Will of _____

I, _____, a resident of _____, declare this to be my will and revoke all wills and codicils previously executed by me.

Article I.

My executor shall pay from the residue of my estate the expenses of my last illness and funeral, claims allowable against my estate, expenses of administration and estate and inheritance taxes (other than any tax on a generation-skipping transfer of which I am the deemed transferor), including interest and penalties thereon. My executor shall not be entitled to recover any such payment from any beneficiary or person, except payments of estate taxes attributable to property over which I have a power of appointment or in which I have a qualifying income interest for life. No compensating adjustments shall be made by reason of any elections under the tax laws made by my executor and each such election shall be binding and conclusive on all persons.

Article II.

My wife's [husband's] name is _____ (hereinafter referred to as "my spouse"). My children presently living are _____, born _____, and _____, born _____.

Article III.

I give all my personal and household effects, such as jewelry, silverware, books, pictures, furniture and furnishings, clothing, and automobiles, to my spouse, if my spouse is living on the 30th day following the day of my death, or if not, to my children who are living on the 30th day following the day of my death, to be divided among them into substantially equal shares as they agree, or if there is no agreement within six months after my death, as my executor determines. My executor shall represent any minor child in any division of such property and may distribute the share of such child to or for the benefit of the child in any manner my executor considers desirable, and the distributee's receipt shall fully discharge my executor.

Article IV.

I give the residue of my estate, excluding any property over which I have a power of appointment, to my spouse, if my spouse is living on the 30th day following the day of my death, or if not, to my descendants who are living on the 30th day following the day of my death, per stirpes.

Article V.

If any beneficiary hereunder has not attained age twenty-one (21) at the time any property becomes distributable to him/her, such property shall vest in such beneficiary, but my executor nevertheless may distribute such property to a custodian for the beneficiary under a Uniform Gifts to Minors Act or to a parent or adult relative or to a guardian of the estate or person having custody of the beneficiary, as trustee, against such person's receipt and upon his/her written undertaking to hold the property in trust for the benefit of the beneficiary. Such receipt and written undertaking shall discharge my executor. With respect to any such property held in trust, the trustee may distribute to or for the benefit of the beneficiary as much net income and principal as the trustee considers desirable for the comfortable support, medical care, welfare and education of the beneficiary, considering the income of the beneficiary from all sources known to the trustee, adding any undistributed net income to principal from time to time, and at the time the beneficiary attains age twenty-one (21) the trustee shall deliver the then-remaining property to the beneficiary.

Article VI.

1. I name _____ as executor of this will.

2. No bond or security shall be required of any executor. My executor shall have the following powers in addition to those given by law, all to be exercisable without order of court:

(a) To retain any property or interest in property, including closely held corporate stock, general and limited partnerships and other interests in business ventures, regardless of any lack of diversification, risk or nonproductivity;

(b)

To invest and reinvest any property in stocks, bonds, common trust funds, notes, mortgages or other property, real or personal, without being limited by any statute or rule of law regulating investment by executors, to exercise stock options, and to lend money upon such terms and conditions as it deems best;

(c)

To sell at public or private sale, lease for any term even though such term will extend beyond the termination of the estate, contract to sell, grant options to purchase, exchange, abandon or otherwise deal with any property, real or personal, on any terms it deems best;

(d)

To borrow money from any source, including the executor individually, and to pledge, mortgage, or otherwise encumber any property for such purpose;

(e)

To purchase property from, sell property to, or otherwise deal with the fiduciary of any estate or trust in which I or any beneficiary may have an interest, even though the executor is such fiduciary;

(f) To employ attorneys and other agents and to delegate powers to them;

(g)

To compromise, contest, prosecute, settle or abandon any claims or other charges in favor of or against my estate or the property thereof;

(h)

To divide, allocate or distribute any property wholly or partly in kind and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trust and to determine the value of any such property, and to allocate property without regard to the income tax basis of such property and without any duty of impartiality to the beneficiaries affected thereby; and

(i) To make such elections under the tax laws as my executor deems appropriate.

3.

If my executor is unable or unwilling to act with respect to property subject to administration in another jurisdiction, my executor may appoint by a signed instrument any person or qualified corporation as ancillary administrator in that jurisdiction.

4.

My corporate executor shall be entitled to compensation based on the fee schedule of the corporate executor as it may be in effect at the date of my death.

5.

My corporate executor shall have custody of the securities and other intangible assets of my estate and of the books and records of my executors. The individual executor's compensation, if any, shall be in addition to the full fee of the corporate executor.

6. The term "executor" shall mean the executor or executors from time to time acting hereunder.

Article VII.

If my spouse predeceases me or dies after my death without making provision for the custody of my minor children, I designate _____ as guardian of the person and of the estate of such minor children. No bond or security shall be required of any guardian.

I have signed this will on _____[date].

On the date last set forth above, _____ signed this will in our presence, declaring it to be his/her last will and at his/her request we attested it in his/her presence and in the presence of each other, believing him/her to be of sound mind and memory.

_____ residing at
_____ [address]

_____ residing at
_____ [address]

_____ residing at
_____ [address]

Affidavit

State of Illinois County of Cook

We on oath state that on _____[date], _____ signed in our presence the will to which this affidavit is attached, and we attested it in the presence of the testator, believing the testator to be of sound mind and memory at the time of signing the will.

Signed and sworn to before me on the date last set forth above.

_____(Notary Public)

My commission expires: _____

Shared child custody agreement.

AGREEMENT FOR SHARED CUSTODY

Petitioner, _____[petitioner], and Respondent _____[respondent], are in the process of dissolving their marriage. In an attempt to provide for the best interest of their minor children, _____[name children and state ages] the parties voluntarily enter into the following agreement:

1. We believe that both of us are fit and proper parents to be awarded legal custody of our minor children, _____[name child(ren)].

or

1. The parties are both fit and proper persons to have the care, custody and control of the minor children, _____[name child(ren)].

2. We agree to advance the welfare and the best interests of our child(ren). We realize that our divorce may be a painful and traumatic event for them. We wish to try to reduce the trauma by demonstrating our continuing desire and ability to coparent. We agree not to undermine the respect and affection the children have for the other parent.

3. We believe it is in our children's best interests to share the physical and legal custody of our children.

or

3.

Considering the best interests of our children, we agree to rest the physical and residential care of the minor children with _____[specify parent] with paternal access and parental rights in _____[specify parent] as specified in this document.

4.

To provide for continuity during the school year, since _____[specify parent] intends to be living outside of the city limits, the residence of the children shall be with _____[name] from one week before the beginning of school until one week after school has terminated. _____[Name] will have the primary day-to-day responsibility for the guidance and upbringing of the children during the school year.

5.

The residence of the children shall be with _____[specify parent] during the summer months from one week after school is out until one week before school begins. _____[Name] shall have the primary day-to-day responsibility for the guidance and upbringing of the children during that period.

6.

During the time that the children's residence is with one parent, the other parent shall have the children for one overnight every weekend and during the week as the children's schedules allow.

7.

We both have the right to make major decisions affecting the children, including but not limited to: authorization for major medical or psychiatric care; educational placement; and religious training. We each have the right to receive and inspect all school and medical records. The parent having residential custody shall be responsible for taking the children to any regularly scheduled medical or dental appointments and for handling any medical and dental emergencies. In an emergency situation, the permissions of both parents are unnecessary.

or

7.

We agree to consult each other frequently by telephone, in person or by correspondence to mutually agree as to the general health and welfare, education and development of our children. Both of us shall have access to medical and school records. The parent having physical custody of the children shall take the child to any medical or dental appointments.

8.

From September through May of each year, _____[respondent] agrees to pay to _____[petitioner] the sum of \$_____ for the support of the children. From June through August _____[name of parent] will reduce the

amount paid to \$_____ per month because _____ [he or she] will be paying child care and camp expenses for the children as well as buying their summer clothes. There shall be no further child support owed by either party to the other. All payments are due on the first day of each month.

9.
We agree to review the support needs of our children annually. If adjustments need to be made upward due to increased needs of the children or increased resources for either of us, we will attempt to agree on increases. We will not reduce the amount specified in this agreement without the approval of the court.

10.
_____[Specify parent] agrees to keep in effect the family health insurance policy provided by his/her employer. Should _____[name] change jobs or should the employer provide other health care options, _____[name] agrees to maintain health care benefits at least equivalent to those that existed on the date of this agreement. _____[Name] agrees to pay all medical and dental costs not covered by insurance. If either child needs orthodontic work, _____[name] agrees to pay the full costs.

11.
We agree not to remove the physical custody of the children from this state without the permission of the other parent or court order. Notice must be given of any intent to move at least 21 days prior to the move and shall constitute a sufficient change of circumstances to allow modification of this agreement and the court decree.

12.
In the event we cannot agree on a matter involving the children, including any increases in support, we agree to contact the Dispute Resolution Center and apply for mediation of the dispute. If mediation proves unsuccessful, either of us may move for modification of the custody order as provided by the law of this state.

13.
We feel that it is important for the children to know both sets of grandparents. Because _____[specify parent]'s parents live out of state, the parties agree that the children may visit the grandparents for one week in the summer at their home in Arkansas or in some other mutually agreed upon place. _____[Name] agrees to take the responsibility for making the arrangements and for paying for the transportation costs involved.

14.
This agreement reflects our current feelings with respect to the best interests of our children. We want to remain flexible. We feel that if any of the following events should occur, either of us may ask to reconsider the existing custody arrangement in light of the new circumstances:

- a.
One parent wishing to move from the state;
- b.
Serious problems affecting the physical or emotional health of either of us or one of the children;
- c.
Remarriage of either of us or cohabitation;
- d.
A change in the development needs of the children.

[Petitioner] [Respondent]
[Attorney for Petitioner] [Attorney for Respondent]

<http://legalmessenger.weebly.com/>

Security assignment of lease of goods.

_____ [date]

_____ of _____ (address) ("assignor"), for a valuable consideration, here sells and assigns to _____ Bank, _____ [address] ("assignee"), all of assignor's interest in every lease, and amendments and renewals of and supplements to those leases (the "leases") by which assignor has leased goods (whether or not those goods are subject to a security interest granted by assignor to assignee) to _____ of _____ [address] ("lessee"), including but not limited to all rents, purchase option amounts and other monies now or in the future payable by lessee under the leases. Assignor delivers the leases to assignee with this agreement and here grants to assignee a security interest in each lease to secure the payment of all liabilities of every kind and description, direct or indirect, absolute or contingent, due or to become due, existing now or arising in the future and however evidenced, owing by assignor to assignee. A specific description of the leases, goods and amounts owing and to be owing on the leases appears below or on schedules attached to and made a part of this agreement.

Date of Lease

Total Amt.

Owing

Type &

Serial Nos. of Goods Monthly Rental No. of Months

Due Date of Next Installment Purchase Option Price

Lease Expiration Date

Assignor represents and warrants to assignee that (1) the goods are in the possession of lessee, (2) the leases are in full force and effect,

(3) the amounts due and to become due from lessee are correctly set forth in this agreement, (4) assignor will not alter or modify any of the terms or provisions of the leases, or cancel the same, or accept a surrender or prepayment of the leases in whole or in part, without the prior written consent of assignee, and (5) the place where assignor keeps and will continue to keep its records concerning monies payable now or in the future pursuant to the leases is _____ (street), _____ (city), _____ (county), _____ (state).

Lessee is here directed to pay to assignee all monies due and to become due from lessee pursuant to the leases and the payment of those monies to assignee shall have the same effect as if paid to assignor. Assignor transfers and assigns to assignee the sole right to demand and institute legal proceedings for, collect and give receipts for those monies and to do all things and exercise all rights which assignor could do or exercise under the leases or otherwise; provided, however, that this assignment shall not relieve assignor from, nor obligate assignee to assume, any of the covenants, warranties and undertakings in any of the leases to be performed by assignor for the benefit of lessee. Assignor authorizes assignee by any of its officers or employees to indorse the name of assignor upon any checks or other items that may be received as payments under the leases and to do any and all things that may be necessary in order to reduce the same to money. Assignee shall have no duty as to the collection of monies due or to become due under the leases nor as to the preservation of rights against the lessee or any other person.

Assignor agrees to execute and deliver all such financing statements, security agreements, further assignments and other instruments and to give all notices which may, in the judgment of assignee, be necessary to further evidence or secure to assignee the full and absolute ownership of the assigned rights.

Revivor agreement.

In and for one dollar and other valuable consideration received, I agree to revive my liability to _____ Loan, Inc., of _____, _____, in the partial sum of my indebtedness to it, being the sum of \$_____ as of the date of my adjudication in bankruptcy, which occurred on _____[date].

I agree that this revivor shall apply to and cover the obligation incurred under the terms of a note and chattel mortgage which I executed on _____[date], in favor of _____ and of which note and chattel mortgage _____ Loan, Inc., is the owner and holder. I further agree that the revivor shall apply to and cover any and all claims, warrants of attorney, and judgments which _____ Loan, Inc., may hold or have against me by virtue of the above described note and chattel mortgage, and _____ Loan, Inc., shall be authorized to proceed against me upon the claims, warrants of attorneys, and/or judgments in the event of my failure to comply with the terms contained in this agreement.

I further promise to pay my debt to _____ Loan, Inc., in monthly (weekly) installments, of \$_____ each, beginning _____[date].

This agreement shall be operative regardless of any discharge which I may obtain in bankruptcy.

Resolution—Appointing zoning commission.

On resolution duly made, seconded and carried, it was _____[unanimously or by majority vote of those present] RESOLVED, that _____[names], _____[specify positions, if applicable, such as: all members of the Town Council of the Town of _____, _____ County, _____(state)], be and are hereby appointed as a commission, to be known as the Zoning Commission of _____, _____ County, _____[state], to recommend the boundaries of the original zoning districts to be formed in the Town of _____ and of appropriate regulations to be enforced in _____ with respect to zoning and planning, to make a preliminary report and hold public hearings thereon before submitting its final report to this _____[name of legislative body, such as: Town Council]; and it was further

RESOLVED, that the Zoning Commissioners appointed above be and they are hereby authorized and empowered, at the expense of the Town of _____, to have prepared a Zoning Map as part of the preliminary report to be made by them, and to give appropriate and suitable notices of the public hearing(s) to be held; and it was further

RESOLVED, that _____[name], one of the Zoning Commissioners named above, chair the above-appointed Zoning Commission in its functions and deliberations.

Dated: _____

[Authorized signature]

Resolution of zoning board granting a variance.

_____ [title] On _____ [date], _____ [name] filed an application for a variance of _____ [cite zoning ordinance] to permit the erection of a _____ [specify type of structure], exceeding the limitations of such ordinance, on the premises situated at _____ [specify]. A public hearing on this application was held by the zoning board at _____ [location], on _____ [date], after due notice by _____ [state manner of giving notice]. At such hearing the following persons appeared in support of such application: _____ [names], and the following persons appeared in opposition thereto: _____ [names]. Following inspection of the premises, the zoning board was of the opinion that a variance should be granted under the provisions of _____ [cite ordinance and appropriate sections thereof].

Now, therefore,

BE IT RESOLVED, that this application is hereby granted, and the _____ [appropriate town official] is hereby authorized to issue

a building permit for such construction on compliance by the applicant with all other provisions of the Building Zone Ordinance and the Building Code of the Town of _____ and all other regulations pertaining to building of this type. Dated: _____ [Signatures]

Requirements contract.

This contract of sale is made in duplicate _____[date] between the parties, for goods, and on terms, following:

1.

Seller: _____, a _____[state] corporation [or as the case may be] located at _____.

2.

Buyer: _____, a _____[state] corporation [or as the case may be], located at _____.

3.

Goods: Quantity and quality: A minimum of _____[e.g., pounds] of _____ per _____[e.g., week], or more, as required by buyer for actual use in its business. The _____ is to be of the same _____ grade and uniform quality as _____ sold buyer by seller, in _____[date].

4.

Price and delivery: Price ____¢ per _____ net f.o.b. _____; delivery to be made in installments of a minimum of _____ daily. Price to vary only in the event of war, riot, rebellion, or other contingencies of extraordinary nature affecting the market; then price to be market price.

5.

Terms: Each minimum installment of _____ per day to be paid for net _____ days after shipment.

6.

Life of contract: To commence on _____[date] and to expire on _____[date].

7.

Notice of increase of minimum: In the event buyer seeks to increase the requirement of _____ per _____, deliverable in installments of _____ per day, buyer is to give seller _____ days' written notice at its office.

8.

Guarantee of supply: Seller reserves to itself the right to sell _____ to whomever it sees fit but at all times to keep the requisite stocks to meet the requirements of buyer.

9.

Excuses for delays in deliveries: Deliveries are subject to delay on account of strikes, lockouts, floods, fires, accidents, repairs to machinery, weather, or transportation conditions, and other causes beyond seller's control.

Improvements.

Upon the making of any addition to, alteration of, or improvement upon any real estate, which trustee shall certify is a permanent improvement and not merely current repairs (the latter to be paid for out of current earnings) and upon the payment of any special assessment or tax levied or assessed for and in respect of the benefit of any permanent or fixed improvement to any real estate held in trust, trustee shall, acting through its administrative officer of highest rank in its trust department, make an estimate and appraisal with respect to such improvement as follows: First, it shall estimate the probable effective life of such improvement; second, it shall make a computation of the probable value of such improvement as at the time of the termination under this instrument of each interest in the net income derived from such real estate, estimating the same as to duration of lives on the basis of the _____ tables, and on the rate of net income, at the time of, but prior to the making such improvement, earned on such property (or in event such real estate

is vacant, at the average rate of income of all income-producing securities, on the market value thereof, other than real estate) then held in trust; third, upon the basis of the above, the trustee shall prorate and apportion the cost and amount paid for such improvement as a charge against each interest then or thereafter existing against or in the income or principal of such property. The share or proportion of each interest so computed, which is an interest in income, shall be paid, however, as follows: The total cost of the improvement shall be taken as an investment of capital, and the share or proportion payable by each interest shall be distributed over the period computed as above, during which any interest entitled to income shall continue as follows:

Trustee shall for and during each year of the computed period of such interest deduct from the gross income payable from such property to any person having an interest in the income, an amount equal to the total amount for such improvement charged to such interest divided by the number of years and fraction, if any, of the computed period of such interest.

In the event an interest shall terminate before the expiration of the period computed for its existence, the next succeeding interest, if one for years or a life, shall be first charged with deductions from income for the unexpired part of the computed term of the prior interest at the amount per year such prior interest would have been charged with if it had continued, and when such unexpired term is ended, the succeeding interest shall thenceforth be charged on the basis of the amount and period computed as above, with respect to it. When the property shall, however, come to pass to those taking the fee or principal absolutely, such remainderman or reversioner shall not be entitled against any prior interest to make or collect any charge with respect to any unexpired part of the computed terms of such prior interest, but all unpaid or undischarged burdens, computed as described above to be paid by any prior interests, shall be borne by the remainderperson or reversioner as a diminution of capital, and as arising from acceleration of the computed period of determination of prior interests.

Repossession by seller.

In the event buyer defaults in any payment due under this agreement, or fails to comply with any of the terms or conditions here, or a proceeding in bankruptcy, receivership, or insolvency is instituted by or against the buyer or his or her property, or the seller has reasonable cause to believe that the property is in danger of misuse or confiscation, or in the event either that the buyer fails for any reason to purchase physical damage insurance as required by this contract or that the required physical damage insurance (whether procured by the seller or by the buyer) is cancelled by the insurer prior to expiration, seller or any sheriff or other officer of the law may take immediate possession of the property without demand, including any equipment or accessories, and for this purpose seller may enter upon the premises where the property may be and remove same. Seller may take possession of any other property in the previously described motor vehicle at time of repossession, wherever such other property may be there and hold same for buyer at buyer's risk without liability on the part of the seller, buyer to be liable for any charges for storing such property incurred by seller. Such repossession shall not affect seller's right, confirmed here, to retain all payments made prior to it by the buyer under this agreement.

In the event of repossession of the property, the seller shall have all rights and remedies provided and permitted by law including the right to apply the proceeds of disposition to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, reasonable attorneys' fees, legal expenses incurred, and satisfaction of indebtedness. Any surplus should be paid to the buyer or as otherwise required by law. The buyer shall be liable for any deficiency.

Renunciation of community property rights.

I, _____, wife of _____, hereby certify that I have read the foregoing will of my husband and fully understand that he disposes of all of his separate estate and his and my interests in the entire community property estate. Being fully satisfied with its provisions, I hereby elect to accept and acquiesce in the provisions of the will, waiving all claims to my community property share given me by virtue of the laws of the state of _____, that I may have in any real property or personal property disposed of by the foregoing will of my husband, except that I do not waive any right to family allowance out of my husband's estate during probate. This instrument is not a transfer or release of my right, title or estate in any property now owned or hereafter acquired by me, is revocable by written instrument executed by me and delivered to my husband during his lifetime, and shall be effective and valid for any purpose only after the decease of my husband and provided I survive him, and upon condition that the foregoing will shall be duly admitted to probate by a court of competent jurisdiction and that it shall not be successfully contested or probate revoked.

Dated at _____ on _____[date].

Renunciation of community property rights.

I, _____, the wife of _____, the maker of the foregoing will, having read it in its entirety, and clearly understanding that my husband by his will disposes not only of all of his separate estate, but also all of our community property, in case there is any such, including the share thereof which I am entitled to take and receive by law upon his death, as well as his own share or interest therein, being fully convinced in my own mind of the reasonableness and equity of the will and all of its provisions, including disposition at the death of my husband of all of our community property thereunder, hereby waive all claims to my share of any community property, and any and all other claims, rights, interests and estates which I may have at the time of the demise of my husband, upon or in all of his separate property and all of our community property, including all of his property exempt from execution and my right to a probate homestead, but not including, however, and expressly excepting therefrom my right to a family allowance out of the estate of my husband during the probate administration thereon, and I hereby accept such of the provisions of the will as apply to or concern me, except as above expressly excepted.

In witness whereof, I have hereunto set my hand on _____[date], at the city of _____, county of _____, state of _____.

Conditional uses.

Section _____. The uses listed in Section _____ of this ordinance have been declared uses that under certain circumstances may be in conflict with the objectives of the general zoning plan. In light of this possible conflict, the uses listed in this ordinance will be permitted only on granting of a Conditional Use Permit after application to the _____[zoning board].

Paragraph 1. Application shall be made on a form prescribed by the _____[zoning board].

The application must contain the following information, and no application shall be heard that does not contain this information.

(a). Name and address of applicant.

(b). Statement of ownership of the questioned property executed by the owner or the owner's agent under penalty of perjury.

(c). Description of the property, including legal description and address, and common means of identification.

(d). Map of the boundaries of the parcel and each separate lot or parcel within 300 feet of the exterior boundaries thereof; together with a list of the names and addresses of the last known owners of public record of each parcel.

(e). A statement indicating the precise manner of compliance with each of the applicable provisions of this ordinance together with any other information pertinent to the findings prerequisite to the granting of a use permit, prescribed in _____[applicable sections] of this ordinance.

(f). An accurate scale drawing of the site showing the contours at intervals of not more than _____ feet and the locations of any existing and proposed streets, property lines, uses, structures, driveways, pedestrian walks, off-street parking and off-street loading facilities and landscaped areas.

(g). Such other information, plans, maps, diagrams and information that may be necessary to assure full presentation of pertinent facts for the record and to assist the _____[zoning board] in making a determination.

Paragraph 2. The application must be accompanied by a receipt showing that the application fee of _____ Dollars (\$_____) has been paid.

Paragraph 3. The _____[zoning board] shall hold a public hearing within _____ days after acceptance of the application.

(a). Notice of the time and place and purpose of each public hearing shall be given as follows:

At least _____ days prior to the date set for the hearing, and not before _____ days prior to that date, the _____[officer, such as: city clerk] shall see that a notice thereof is mailed to each property owner whose name and address appears on the list accompanying the application as required by Paragraph 1(d) above. The notice must give the date, time and place of the hearing, the name of the applicant, the request of the application, the identification of the subject property and such other information as may be prescribed by the _____[zoning board] in any individual case. In the event there are more than _____[number] such property owners listed as required by Section 1(d) above, the _____[city clerk] may, in lieu of the mailing required in this ordinance, cause a notice to be published in a newspaper of general, local circulation at least _____ times each week, for _____ weeks prior to such meeting, and shall also post notices in conspicuous places, including the city hall, and at a location close to the subject property at least _____ days prior to the hearing.

Paragraph 4. The _____[zoning board] shall receive, investigate, hear and decide every application for a use permit which meets the qualifications of Sections 1 and 2 of this ordinance.

Paragraph 5. The _____[zoning board] may grant the use permit provided that it is established by evidence presented to the board that the proposed use is in accordance with the provisions of the general plan and this ordinance, and further that the following qualifications have been met:

(a). The location of the proposed use is compatible to other land uses in the general neighborhood area and does not place an undue burden on existing transportation, utilities and service facilities in the vicinity.

(b). The site is of sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this ordinance.

(c). The site will be served by streets of sufficient capacity to carry the traffic generated by the proposed use.

(d). The proposed use, if it complies with all conditions on which approval is made contingent, will not adversely affect other property in the vicinity or the general welfare of the city.

Paragraph 6. The _____[zoning board] may deny the application for a use permit.

Paragraph 7. In approving any application for a use permit, the _____[zoning board] may require higher standards of site development than listed for such use in this ordinance and may make approval contingent on the acceptance and observance by the applicant of specified conditions relating to, but not limited to, the following considerations:

(a). Conformity to plans and drawings submitted with the application;

(b). The provision of open spaces, buffer strips, screen walls, fences, hedges and landscaping;

(c). The volume of traffic generated, vehicular movements within the site, and points of vehicular ingress and egress;

(d). Performance characteristics related to the emission of noise, vibration and other potentially dangerous or objectionable elements;

(e). Limits on time of day for the conduct of specified activities;

(f). Guarantees as to compliance with the terms of the approval.

Paragraph 8. Within _____ days following the date of a decision of the _____[zoning board] on a use permit application, the decision may be appealed to the _____[board of zoning appeals or as the case may be] by the applicant or by any other interested party. An appeal must be in a form prescribed by that board and shall be filed with the _____[secretary] of that board. The appeal shall state specifically the error or abuse of discretion claimed to have been committed by the _____[zoning board], or shall state the reasons that appellant considers the ruling not supported by the evidence.

An appeal filed by any person other than the original applicant or the original applicant's agent shall be subject to a filing fee, and may not be accepted without such fee.

Within _____ days of receipt of the appeal, it shall be transmitted to the _____[city clerk] who shall compile all the evidence presented at the hearing on the application, and all other pertinent information that is part of the record, including the original application, the appeal, the maps and drawings of the subject property and surrounding area as required by Paragraph 1(d), the minutes of the hearing, and the findings and decision of the hearing board.

Notice shall be given to the appellant and to the applicant, if they are not the same person, and may be given to any other interested parties, of the date, time and place the appeal will be considered.

Paragraph 9. Within _____ days the _____[board of zoning appeals] may on its own initiative begin proceedings to review the decision made on the application by the hearing board.

Within _____ days after the _____[appellate board] has taken such action, the _____[title of officer] shall collect all relevant information, as described in Paragraph 8, and transmit the same to the _____[appellate board]. The _____[officer] shall also notify the applicant and any other interested parties of the decision of the _____[appellate board] within this period of the action taken, and the time at which the matter of the application will be formally reviewed by the _____[appellate board].

Paragraph 10. Should an appeal be taken by the applicant or any other interested party, or should the _____[appellate board] itself decide to review the _____[zoning board's] decision, the _____[appellate board] shall hold a public hearing within _____ days after such appeal has been filed or decision to review has been made.

All evidence given at the original hearing may be admitted at this hearing without representing it.

The _____[appellate board] may affirm, reverse or modify the original decision on the application, provided that if the decision is to reverse a denial of the application, or to modify a granting of the application, the board must make findings pursuant to Paragraphs 5 and 7 of this ordinance.

Paragraph 11. The use permit granted shall become effective _____[date beyond which appeal or review is possible] days after its granting, or affirmation or modification by the _____[appellate board].

Paragraph 12. Unless a renewal of the use permit is requested, it shall lapse _____ days after its issuance unless prior to that date a building permit has been issued and construction is commenced and diligently pursued. A request for a renewal must be accompanied by a statement under penalty of perjury by the applicant or the applicant's authorized agent stating the reason no building permit has been issued and/or the reason no construction has been commenced. A use permit may be renewed by the _____[zoning board] for a period of _____ days. Within _____ days following the denial of a request for renewal, an appeal may be taken to the _____[appellate board], which shall render a decision on the denial of this request within _____.

Paragraph 13. On violation of any of the provisions of this or any other applicable ordinances by a holder of a use permit, or on failure of the holder to comply with conditions of a use permit granted on conditions, the use permit shall be suspended automatically. A hearing shall be called within _____ days, and at the hearing the _____[appellate board] must be satisfied that either the violation has been discontinued or the conditions met; otherwise the permit will be revoked.

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This Pooling and Servicing Agreement, effective as of _____ 1, _____[year], between _____, as Seller (the "Company"), _____, as Master Servicer (the "Master Servicer"), and _____, as Trustee (the "Trustee"), provides:

In consideration of the mutual agreements contained in this agreement, the Company, the Master Servicer and the Trustee agree as follows:

ARTICLE I.

Definitions

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article. [This Agreement relates to two Trust Funds interests in which are evidenced by Certificates designated as Series _____[year] – — and Series _____[year] – —, respectively, each such series having its own Pass-Through Rate. Accordingly, the following definitions as well as all other provisions of this Agreement should be construed as relating separately to each Trust Fund and the Certificates evidencing interests in

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such Trust Fund.]

Agreement: This Pooling and Servicing Agreement and all amendments of and supplements to it.

Appraised Value: The appraised value of the Mortgaged Property based upon the appraisal made for the originator at the time of the origination of the related Mortgage Loan, or the sales price of the Mortgaged Property, whichever is less.

Bankruptcy Bond: The bankruptcy bond for proceedings under the federal Bankruptcy Code, a form of which is attached as Exhibit D to this Agreement.

Business Day: Any day other than (i) a Saturday or a Sunday, or (ii) a day on which banking institutions in _____ are authorized or obligated by law or executive order to be closed.

Buydown Earnings: Earnings from the investment of buydown Funds while the same are held in an interest-bearing custodial account pursuant to Section 3.20.

Buydown Funds: Any amount contributed by the seller of a Mortgaged Property, the Company or another source in order to enable the Mortgagor to reduce the payments required to be made by the Mortgagor from the Mortgagor's funds in the early years of a Mortgage Loan.

Buydown Mortgage Loan: Any Mortgage Loan as to which a specified amount of interest is paid out of related Buydown Funds in accordance with a related buydown agreement.

Certificate: Any one of the certificates executed by the Company and authenticated by the Certificate Registrar in substantially the following form, with the blanks therein appropriately completed, for Series 198— — —, the bracketed material indicating the changes therefrom for Series 198— — —.

[Form of Face of Certificate]

Series _____[year]— Fractional Undivided Interest

[Series _____[year]—] —/—th [—/—th]

Date of Pooling and Servicing — _____% Pass-Through Rate]

Agreement and Cut-off Date [— _____% Pass-Through Rate]

_____, 1, _____[year] [Variable Pass-Through Rate]

First Distribution Date _____ 25, _____[year] Aggregate Principal Balance of the Mortgage Loans after deducting payments due on the Cut-off Date

Master Servicer \$_____ [\$_____]

.....

CONDUIT MORTGAGE PASS-THROUGH CERTIFICATE

evidencing a fractional undivided interest in a pool of conventional single-family mortgage loans formed and sold by _____(Name of Business)

This Certificate does not represent an obligation of or interest in (Company), or the Master Servicer or any of their affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any governmental agency or instrumentality.

This certifies that _____ is the registered owner of a —/—th fractional undivided interest in a pool (the "Pool") of conventional single-family mortgage loans (the "Mortgage Loans"), formed and sold by the "Company", which term includes any successor entity under the Agreement referred to below. The Pool was created pursuant to a Pooling and Servicing Agreement dated as specified above (the "Agreement") among the Company, the Master Servicer and _____, as trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth below. To the extent not defined in this Certificate, the capitalized terms used in this Certificate have the meanings assigned in the Agreement. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the holder of this Certificate by virtue of the acceptance of this Certificate assents and by which such holder is bound. Terms which are defined in the Agreement and which are used but not defined in this Certificate shall have the respective meanings in this Certificate as they have in the Agreement.

The Master Servicer promises to distribute on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing on the First Distribution Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month next preceding the month of such distribution (the "Record Date"), an amount equal to the product of the fractional undivided interest evidenced by this Certificate and the aggregate of all previously undistributed (a) payments on account of principal (including Principal Prepayments, if any) and interest on the Mortgage Loans subject at any time to the Agreement received by the Master Servicer after the Cut-off Date as specified above and prior to the 15th day

(or if such 15th day is not a Business Day, the Business Day immediately preceding such 15th day) of the month of such distribution (the "Determination Date"), (b) any Buydown Funds and Buydown Earnings deposited in the Certificate Account on or before the Distribution Date and (c) certain funds required by the Agreement to be deposited by the Master Servicer due to the operation of certain deductible clauses in blanket policies maintained by the Master Servicer, if any, against hazard losses, except: (i) all payments which were due on or before the Cut-off Date; (ii) all Principal Prepayments received during the month of distribution and all payments of interest representing interest for the month of distribution or any portion of it; (iii) all scheduled payments of principal and interest due on a date or dates subsequent to the first day of the month of distribution; (iv) amounts received on particular Mortgage Loans as late payments of principal or interest and respecting which there is an unreimbursed advance; (v) amounts representing reimbursement for other advances which the Master Servicer has determined to be otherwise nonrecoverable and amounts representing reimbursement for certain losses and expenses incurred by the Master Servicer or the Company and described in the Agreement; (vi) that portion of each payment of interest on a particular Mortgage Loan which, when deducted, will make the portion of that payment distributed equal to interest at the Pass-Through Rate on the Principal Balance of such Mortgage Loan outstanding during the period for which such payment was received; and (vii) where permitted by the Agreement, that portion of the proceeds of the liquidation of defaulted Mortgage Loans which represents unpaid servicing compensation of the Master Servicer. For the purposes of this Certificate, amounts received by the Master Servicer in connection with the liquidation of defaulted Mortgage Loans through Insurance Proceeds, foreclosure or trustee's sales proceeds or otherwise shall be deemed to be amounts received on Mortgage Loans. In addition, the Master Servicer shall include with any such monthly distribution an amount equal to principal payments and interest payments (adjusted to the Pass-Through Rate) due on the first day of the month of distribution and delinquent as of the close of business on the Business Day prior to the Distribution Date, subject to the Master Servicer's determination that such payments are recoverable from Insurance Proceeds or Liquidation Proceeds. Distributions on this Certificate will be made by the Master Servicer by wire transfer in immediately available funds for the account of the Person entitled to them if such Person shall have so notified the Master Servicer, or by check mailed to the address of the Person entitled to them, as such name and address shall appear on the Certificate Register. Notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Company of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency appointed by the Company for that purpose in the City and State of _____.

Reference is here made to the further provisions of this Certificate set forth below, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication on this Certificate has been executed by the Certificate Registrar, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

In Witness of which, the Company has caused this Certificate to be duly executed under its official seal.

Dated:

By _____, Vice President [Seal] Attest: _____, Assistant Secretary

[Form of Certificate of Authentication]

This is one of the Certificates referred to in the within-mentioned Agreement.

Certificate Registrar By _____, Authorized Officer

[Form of Reverse of Certificate]

This Certificate is one of a duly authorized issue of Certificates designated as Conduit Mortgage Pass-Through Certificates of the Series and Pass-Through Rate specified on this Certificate (the "Certificates") and representing the fractional undivided interest set forth above in

(i) the Mortgage Loans, (ii) such assets as from time to time may be identified as deposited in the certificate account created by the Master Servicer pursuant to the Agreement (the "Certificate Account"), (iii) property which secured a Mortgage Loan and which has been acquired by foreclosure or deed in lieu of foreclosure, (iv) the Insurance Policy hereinafter referred to and the Primary Insurance Policies, if any, and Bankruptcy Bond referred to in the Agreement and (v) the Special Hazard Insurance Policy referred to in the Agreement (the Mortgage Loans, such assets deposited in the Certificate Account, such property and such Insurance Policy, Special Hazard Insurance Policy, Primary Insurance Policies and Bankruptcy Bond being collectively called the "Trust Fund" below).

The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth in this Certificate and in the Agreement. In the event Master Servicer funds are advanced with respect to any Mortgage Loan, such advance is reimbursable to the Master Servicer from related recoveries on such Mortgage Loan or from other cash deposited in the Certificate Account to the extent that such advance is not otherwise recoverable.

The Master Servicer has obtained, and has agreed to exercise its best reasonable efforts, subject to certain limitations as to cost in the case of any replacement policies for them, to maintain for as long as Certificates shall be outstanding, a mortgage guaranty insurance policy or policies (the "Insurance Policy") for the benefit of Certificateholders. The Insurance Policy is limited in scope and amount and may be examined, together with the Agreement, during normal business hours at the principal office of the Master Servicer by any Certificateholder on request.

As provided in the Agreement, withdrawals from the Certificate Account may be made by the Master Servicer from time to time for purposes other than distributions to Certificateholders, such purposes including reimbursement to the Company and the Master Servicer of advances made, or certain expenses incurred, by either of them.

The Agreement permits, with certain exceptions provided in it, the amendment of the Agreement and the modification of the rights and obligations of the Company and the Master Servicer and the rights of the Certificateholders under the Agreement at any time by the Company, the Master Servicer and the Trustee with the consent of the holders of Certificates evidencing fractional undivided interests aggregating not less than 66% of the Trust Fund. Any such consent by the holder of this Certificate shall be conclusive and binding on such holder and upon all future holders of this Certificate and of any Certificate issued upon the transfer of this certificate or in exchange for or in lieu of it whether or not notation of such consent is made upon this Certificate. The Agreement also permits the amendment of itself in certain circumstances, without the consent of the holders of any of the Certificates.

As provided in the Agreement and subject to certain limitations set forth in the agreement, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies appointed by the Company in the City and State of _____, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Company and the Certificate Registrar duly executed by, the holder of this certificate or such holder's attorney duly authorized in writing, and one or more new Certificates of authorized denominations evidencing the same aggregate fractional undivided interest in the Trust Fund will be issued to the designated transferee or transferees.

The Certificates are issuable only as registered Certificates without coupons in denominations of one or any other positive whole number divided by the denominator specified on this Certificate. As provided in the Agreement and subject to certain limitations set forth in it, Certificates are exchangeable for new Certificates of authorized denominations evidencing the same aggregate fractional undivided interest in the Trust Fund, as requested by the holder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with such registration.

The Company, the Trustee and the Certificate Registrar and any agent of the Company, the Trustee or the Certificate Registrar may treat the Person in whose name this Certificate is registered as the owner of it for all purposes, and neither the Company, the Trustee, nor any such agent shall be affected by notice to the contrary.

The obligations created by the Agreement and the Trust Fund created by it shall terminate upon (i) the later of the maturity or other liquidation (including repurchase by the Company) of the last Mortgage Loan subject to it or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts held by the Company and required to be paid to them pursuant to the Agreement. The Agreement permits, but does not require, the Company to repurchase from the Trust Fund all Mortgage Loans at the time subject to it and all property acquired in respect of any Mortgage Loan at a price equal to the greater of (a) the principal amount of such Mortgage Loans plus the appraised value of such property as provided in the Agreement or (b) the aggregate market value of the Certificates determined as provided in the Agreement, in each case together with accrued interest on the Mortgage Loans at the Pass-Through Rate as provided in the Agreement. The exercise of such right will effect early retirement of the Certificates, the Company's right to repurchase being subject to the aggregate Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the aggregate Principal Balance of the Mortgage Loans at the Cut-off Date.

ASSIGNMENT

For Value Received the undersigned by this instrument sell(s), assign(s) and transfer(s) unto _____ (Please print or typewrite name and address including postal zip code of assignee) a fractional undivided interest equal to —/—th of the Trust Fund evidenced by this Conduit Mortgage Pass-Through Certificate and authorizes the transfer of registration of such interest to assignee on the Certificate Register of the Trust Fund.

I (we) further direct the Certificate Registrar to issue a new Certificate of a fractional undivided interest equal to —/—th, to the above named assignee and deliver such Certificate to the following address: _____

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Dated: _____, Signature by or on behalf of assignor _____, Signature Guaranteed

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for the information of _____:

Distributions shall be made by wire transfer in immediately available funds to _____ for the account of _____ account number _____, or, if mailed by check, to _____. Applicable statements should be mailed to _____.

This information is provided by _____, the assignee named above, or _____ as its agent.

Certificate Account: The custodial account or accounts created and maintained pursuant to Section 3.07, which shall be entitled "[Trustee]," Conduit Mortgage Pass-Through Certificates, Series [as specified on the face of the Certificate] and which must be an Eligible Account. Funds deposited in the Certificate Account shall be held in trust for the Certificateholders for the uses and purposes set forth in Sections 3.07, 3.10 and 4.03.

Certificateholder or Holder: The Person in whose name a Certificate is registered in the Certificate Register, except that, solely for the purpose of giving any consent pursuant to this Agreement, any Certificate registered in the name of the Company, the Master Servicer or any Sub-Servicer or any affiliate of them shall be deemed not to be outstanding and the Fractional Undivided Interest evidenced by the certificate shall not be taken into account in determining whether the requisite percentage of Fractional Undivided Interests necessary to effect any such consent has been obtained.

Certificate Register and Certificate Registrar: The register maintained and the registrar appointed pursuant to Section 5.02.

Company: _____, a _____ corporation, or its successor in interest.

Custodial Agreement: An Agreement entered into among the Company, the Master Servicer, the Trustee and a Custodian in the form of Exhibit A to this agreement.

Custodian: A Custodian appointed pursuant to a Custodial Agreement.

Cut-off Date: The date specified as the Cut-off Date on the face of a Certificate.

Determination Date: The 15th day (or if such 15th day is not a Business Day, the Business Day immediately preceding such 15th day) of the month of the related Distribution Date.

Distribution Date: The 25th day of any month beginning in the month immediately following the month of the initial issuance of the Certificates or, if such 25th day is not a Business Day, the Business Day immediately following.

Due Date: The first day of the month of the related Distribution Date.

Dwelling: A residential property consisting of one structure or unit or one primary structure along with structures or outbuildings (which may include living quarters) subordinate to the primary structure.

Eligible Account: An account that is either (i) maintained with a depository institution the debt obligations of which have been rated by each Rating Agency in one of its two highest rating categories, or (ii) an account or accounts the deposits in which are fully insured by either the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or (iii) an account or accounts, in a depository institution in which such accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (to the limits established by such Corporations), the uninsured deposits in which accounts are otherwise secured such that, as evidenced by an Opinion of Counsel delivered to the Trustee, the Certificateholders have a claim with respect to the funds in such account or a perfected first security interest against any collateral (which shall be limited to Permitted Investments) securing such funds that is superior to claims of any other depositors or creditors of the depository institution with which such account is maintained.

Event of Default: As defined in Section 7.01.

FHLMC: Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States created and existing under Title III of the Emergency Home Finance Act of 1970, as amended, or any successor to it.

FNMA: Federal National Mortgage Association, a federally chartered and privately owned corporation organized and existing under the Federal National Mortgage Association Charter Act, or any successor to it.

Fractional Undivided Interest: The fractional undivided interest in the Trust Fund evidenced by a Certificate.

Insurance Policy: The pool mortgage guaranty insurance policy, a form of which is attached as Exhibit C to this Agreement or any replacement insurance policy obtained by the Master Servicer pursuant to Section 3.11.

Insurance Proceeds: Proceeds paid pursuant to the Insurance Policy, Bankruptcy Bond or Primary Insurance Policies, if any, and pursuant to the Special Hazard Insurance Policy when the related property has not been restored and amounts paid by any insurer pursuant to any other insurance policy covering a Mortgage Loan.

Insured Expenses: Expenses covered by the Insurance Policy, any Primary Insurance Policy, the Bankruptcy Bond or the Special Hazard Insurance Policy or any replacement insurance policy or policies or any other insurance policy.

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Insurer: _____, a _____ corporation, or any successor to it or the named insurer in any replacement policy obtained by the Master Servicer pursuant to Section 3.11.

Liquidation Expenses: Reasonable expenses which are incurred by the Master Servicer in connection with the liquidation of any defaulted Mortgage Loan and not recovered by the Master Servicer under the Insurance Policy or any Primary Insurance Policy, for reasons other than the Master Servicer's failure to comply with Section 3.11, such expenses including, without limitation, legal fees and expenses, any unreimbursed amount expended by the Master Servicer pursuant to Section 3.12 respecting the related Mortgage Loan and any related and unreimbursed expenditures for real estate property taxes or for property restoration or preservation to the extent not previously reimbursed under the Special Hazard Insurance Policy.

Loan-to-Value Ratio: As of any date, the fraction, expressed as a percentage, the numerator of which is the current principal balance of the related Mortgage Loan at the date of determination and the denominator of which is the Appraised Value of the related Mortgaged Property.

Master Servicer: _____, a _____ corporation, or its successor in interest, or any successor Master Servicer appointed as provided in Section 7.02.

Monthly Advance: The aggregate of the advances made on any Distribution Date pursuant to Section 4.03, the amount of any such Monthly Advance being equal to the aggregate of payments of principal and interest on the Mortgage Loans which were due on the Due Date and delinquent as of the close of business on the Business Day next preceding such Distribution Date, after adjustment of any delinquent interest payment to interest at the Pass-Through Rate, less the amount of any advances which Master Servicer has determined would constitute Nonrecoverable Advances if made.

Mortgage: The mortgage, deed of trust or other instrument creating a first lien on an estate in fee simple interest in real property securing a Mortgage Note.

Mortgage File: The mortgage documents listed in Section 2.01 pertaining to a particular Mortgage Loan and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

Mortgage Loans: Such of the mortgage loans transferred and assigned to the Trustee pursuant to Section 2.01 as from time to time are held as a part of the Trust Fund, the Mortgage Loans originally so held being identified in Exhibit B to this agreement. Exhibit B shall identify each Mortgage Loan by loan number, address of the Mortgaged Property and name of the Mortgagor and shall set forth as to each Mortgage Loan the Appraised Value of the Mortgaged Property, the Loan-to-Value Ratio at origination of the Mortgage Loan, including any secondary financing, the Principal Balance as of the Cut-off Date, the interest rate borne by the Mortgage Note, the current scheduled monthly payment of principal and interest and the maturity of the Mortgage Note.

Mortgage Note: The originally executed note or other evidence of indebtedness evidencing the indebtedness of a Mortgagor under a Mortgage Loan.

Mortgaged Property: The underlying property securing a Mortgage Loan.

Mortgagor: The obligor on a Mortgage Note.

Nonrecoverable Advance: Any advance previously made or proposed to be made by the Master Servicer pursuant to Section 4.03 which, in the good faith judgment of the Master Servicer, will not or, in the case of a proposed advance, would not be ultimately recoverable by the Master Servicer from Insurance Proceeds or Liquidation Proceeds. The determination by the Master Servicer that it has made a Nonrecoverable Advance or that any proposed advance, if made, would constitute a Nonrecoverable Advance, shall be evidenced by an Officers' Certificate of the Master Servicer delivered to the Trustee and detailing the reasons for such determination. In the event that the reasons shall relate to a general inability to recover under the Insurance Policy (as opposed to an inability so to recover for reasons peculiar to a particular Mortgage Loan), notice of such determination shall be mailed by the Master Servicer promptly to each Certificateholder.

Officers' Certificate: A certificate signed by the Chairman of the Board, the Vice Chairman of the Board, the President or a Vice President or Assistant Vice President, and by the Treasurer, the Secretary, or one of the Assistant Treasurers or Assistant Secretaries of the Company or the Master Servicer, as the case may be, and delivered to the Trustee, as required by this Agreement.

Opinion of Counsel: A written opinion of counsel, who may be counsel for the Company or the Master Servicer, who is or are acceptable to the Trustee.

[Parent: _____.]

Pass-Through Rate: [The annual rate of interest specified on the face of the Certificates] [As to each Mortgage Loan, the annual rate of interest borne by the Mortgage Loan minus _____% per annum in the case of a Mortgage Loan contained in the Trust Fund interests in which are evidenced by the Certificates designated as Series _____[year]–

— and minus ____% per annum in the case of a Mortgage Loan contained in the Trust Fund interests in which are evidenced by the Certificates designated as Series _____[year]—], any regular monthly remittance of interest at such rate being based upon annual interest at such rate on the Principal Balance of the related Mortgage Loan divided by twelve and any partial remittance of interest at such rate by reason of a

Principal Prepayment being based upon annual interest at such rate on the prepaid Principal Balance of the related Mortgage Loan multiplied by a fraction the numerator of which is the number of days elapsed since the last scheduled Due Date for a payment on the related Mortgage Note such date of prepayment and the denominator of which is 365.

Permitted Investments: One or more of the following:

(i) obligations of, or guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States;

(ii) repurchase agreements on obligations specified in clause (i) maturing not more than three months from the date of its acquisition, provided that the unsecured obligations of the party agreeing to repurchase such obligations are at the time rated by each Rating Agency in one of its two highest rating categories;

(iii) federal funds, certificates of deposit, time deposits and bankers' acceptances of any United States depository institution or trust company incorporated under the laws of the United States or any state provided that the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution in a depository institution holding company) at the date of acquisition of it have been rated by each Rating Agency in one of its two highest rating categories; and

(iv) commercial paper of any corporation incorporated under the laws of the United States or any state of them which on the date of acquisition has been rated by each Rating Agency in its highest rating category.

Person: Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision of it.

Primary Insurance Policy: Each primary policy of mortgage guaranty insurance or any replacement policy for it referred to in

Section 3.11, relating to (i) any Mortgage Loan with a Loan-to-Value Ratio at origination in excess of 80%, [specify any other requirements].

Principal Balance: As of the time of any determination, the principal balance of a Mortgage Loan remaining to be paid by the

Mortgagor or from any Buydown Funds at the close of business on the Cut-off Date, after deduction of all payments due on or before

the Cut-off Date and not paid, reduced by all amounts distributed to Certificateholders and reported to them as allocable to principal.

Principal Prepayment: Any payment or other recovery of principal on a Mortgage Loan which is received in advance of its

scheduled Due Date and is not accompanied by an amount as to interest representing scheduled interest due on any date or dates in any

month or months subsequent to the month of prepayment.

Program Guide: The Lender Operating Manual relating to Residential Funding's mortgage loan purchase program and all program bulletins published by Residential Funding from time to time.

Qualified Insurer: A mortgage guaranty insurance company duly qualified as such under the laws of the state of its principal place of business and each other state having jurisdiction over such company in connection with the Insurance Policy duly authorized and licensed by the insurance regulatory authority of the state of its principal place of business and, to the extent required by applicable law, each such other state to transact a mortgage guaranty insurance business in such state and each such other state and to write the insurance provided by the Insurance Policy and approved as an insurer by FHLMC or FNMA.

Rating Agency: Any statistical credit rating agency that rated the Certificates at the request of the Company at the time of the initial

issuance of the Certificates. References in this agreement to the two highest rating categories of a Rating Agency shall

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mean such

ratings without any plus or minus—e.g., AAA and AA in the case of Standard & Poor's Corporation.

Record Date: The last day of the month (or if such last day is not a Business Day, the Business Day immediately preceding such last day) next preceding the month of the related Distribution Date.

Required Insurance Policies: With respect to any Mortgage Loan, all insurance policies which are required to be maintained from time to time under this Agreement, the Program Guide or the related Sub-Servicing Agreement.

Residential Funding: Funding Corporation, a _____ corporation affiliated with the Company.

Responsible Officer: When used with respect to the Trustee, the Chairman or Vice Chairman of the Board of Directors or Trustees, the Chairman or Vice Chairman of the Executive or Standing Committee of the Board of Directors or Trustees, the President, the Chairman of the Committee on Trust Matters, any Vice President, any Assistant Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, the Controller and any Assistant Controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

Servicing Accounts: account or accounts created and maintained pursuant to Section 3.08.

Servicing Officer: Any officer of the Master Servicer involved in, or responsible for, the administration and servicing of the Mortgage Loans whose name appears on a list of servicing officers furnished to the Trustee by the Master Servicer, as such list may from time to time be amended.

Single Certificate: A Certificate evidencing a Fractional Undivided Interest having a numerator of one and the denominator specified on the face of the Certificate.

Special Hazard Insurance Policy: The Special Hazard Insurance Policy, a form of which is attached as Exhibit E to this Agreement or any replacement policy obtained by the Master Servicer pursuant to Section 3.12.

Special Hazard Insurers: _____ or the named insurer in any replacement policy obtained by the Master Servicer pursuant to Section 3.12.

Sub-Servicer: Any Person with whom the Master Servicer has entered into a Sub-Servicing Agreement and who satisfies any requirements set forth in the Program Guide in respect of the qualification of a Sub-Servicer.

Sub-Servicing Account: An account established by a Sub-Servicer, which must be an Eligible Account and is otherwise acceptable to the Master Servicer.

Sub-Servicing Agreements: The written contract between the Master Servicer and any Sub-Servicer relating to servicing and/or administration of certain Mortgage Loans as provided in Section 3.02, a form of which is attached to this agreement as Exhibit F.

Trustee: _____, or its successor in interest, or any successor trustee as provided in this agreement.

Trust Fund: The corpus of each trust created by this agreement, consisting of the Mortgage Loans, such assets as shall from time to time be identified as deposited in the Certificate Account, property which secured a Mortgage Loan and which has been acquired by foreclosure or deed in lieu of foreclosure, the Insurance Policy, the Special Hazard Insurance Policy, the Bankruptcy Bond and the Primary Insurance Policies, if any.

Trust Receipt: A trust receipt the form of which is attached as Exhibit H to this agreement.

Uninsured Cause: Any cause of damage to property subject to a Mortgage such that the complete restoration of such property is not fully reimbursable by the hazard insurance policies or the Special Hazard Insurance Policy required to be maintained pursuant to Section 3.12.

ARTICLE II.

Conveyance of Mortgage Loans;

Original Issuance of Certificates

Section 2.01. Conveyance of Mortgage Loans. The Company, concurrently with the execution and delivery of this agreement, by this agreement assigns to the Trustee without recourse all the right, title and interest of the Company in and to the Mortgage Loans, including all interest and principal received by the Company on or with respect to the Mortgage Loans after the Cut-off Date (other than payments of principal and interest due on the Mortgage Loans on or before the Cut-off Date).

In connection with such assignment, the Company by this agreement delivers to, and deposits with, the Trustee, or to one or more Custodians, as the duly appointed agent or agents of the Trustee for such purpose, the following documents or instruments with respect to each Mortgage Loan so assigned:

(i)

The Mortgage Note, endorsed without recourse to the order of the Trustee and showing an unbroken chain of

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endorsements from the originator of it to the Person endorsing it to the Trustee;

(ii)

The Mortgage with evidence of recording indicated on it or a certified copy of the Mortgage in those instances where the public recording office retains the original; and

(iii) An assignment (which may be included in a blanket assignment) of the Mortgage in recordable form to the Trustee, together with all recorded intervening assignments of it.

In the event that in connection with any Mortgage Loan the Company cannot deliver the Mortgage with evidence of recording thereon concurrently with the execution and delivery of this Agreement solely because of a delay caused by the public recording office where such Mortgage has been delivered for recordation, the Company shall deliver or cause to be delivered to the Trustee or the respective Custodian an Officers' Certificate or a certificate of the related Sub-Servicer, with a photocopy of such Mortgage attached to it, stating that such Mortgage has been delivered to the appropriate public recording official for recordation. The Company shall promptly deliver or cause to be delivered to the Trustee or the respective Custodian such Mortgage with evidence of recording indicated on it upon receipt of it from the public recording official or from the related Sub-Servicer.

The Master Servicer shall promptly cause to be recorded in the appropriate public office for real property records each assignment referred to in this Section 2.01 unless the Master Servicer shall furnish to the Trustee an unqualified Opinion of Counsel to the effect that recordation of such assignment is not necessary to preserve the Trustee's interest in the related Mortgage Loan against the claim of any subsequent transferee of such Mortgage Loan or any successor to or creditor of the Company or the originator of such Mortgage Loan. While each assignment to be recorded is being recorded, the Company shall leave with the Trustee or the respective Custodian a photocopy of such assignment.

Section 2.02. Acceptance by Trustee. The Trustee acknowledges receipt (or, with respect to Mortgage Loans subject to a Custodial Agreement, receipt by the respective Custodian as the duly appointed agent of the Trustee) of the documents referred to in Section 2.01 above and declares that it, or a Custodian as its agent, holds and will hold such documents and the other documents constituting a part of the Mortgage Files delivered to it in trust for the use and benefit of all present and future Certificateholders. The Trustee agrees, for the benefit of Certificateholders, to review each Mortgage File delivered to it within 45 days after the conveyance of the related Mortgage Loan to the Trustee (and each Mortgage that is not delivered upon such conveyance because of a delay at the recording office but is delivered at least 38 days after such conveyance, within seven days after the delivery of it to the Trustee) to ascertain that all required documents have been executed and received, and that such documents relate to the Mortgage Loans identified in Exhibit B annexed to this agreement, as supplemented, that have been delivered to it. If the Trustee finds any document or documents constituting a part of a Mortgage File to be defective in any material respect, the Trustee shall promptly so notify the Master Servicer. Pursuant to Section 2.3 of the Custodial Agreement, the Custodian will notify the Master Servicer of any such defect found by it in respect of any Mortgage File held by it. The Master Servicer shall have a period of 60 days after such notice within which to correct or cure any such defect. The Master Servicer covenants and agrees that, if any material defect cannot be corrected or cured, the Master Servicer will, not later than 90 days after the Trustee's or Custodian's notice to it respecting such defect, purchase the related Mortgage Loan from the Trustee at a price equal to (i) 100% of the Principal Balance of such Mortgage Loan as of the date of repurchase; plus (ii) accrued interest at the Pass-Through Rate to the first day of the month following repurchase. The purchase price for the repurchased Mortgage Loan shall be deposited by the Master Servicer in the Certificate Account maintained by it pursuant to Section 3.07 and, upon receipt by the Trustee of written notification of such deposit signed by a Servicing Officer, the Trustee, or the Custodian, as the case may be, shall release to the Master Servicer the related Mortgage File and the Trustee shall execute and deliver such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in the Master Servicer or its designee any Mortgage Loan released pursuant to this agreement. It is understood and agreed that the obligation of the Master Servicer to repurchase any Mortgage Loan as to which a material defect in a constituent document exists shall constitute the sole remedy respecting such defect available to Certificateholders or the Trustee on behalf of Certificateholders.

Section 2.03. Representations, Warranties and Covenants of the Master Servicer.

(a). The Master Servicer by this agreement represents, warrants and covenants to the Trustee that:

(i). The Master Servicer is a corporation duly organized, validly existing and in good standing under the laws governing its creation and existence and is duly authorized and qualified to transact any and all business contemplated by this agreement and possesses all requisite authority, power, licenses, permits and franchises to conduct its business

and to execute, deliver and comply with its obligations under the terms of this Agreement, the execution, delivery and performance of which have been duly authorized by all necessary action.

(ii). The Master Servicer will remain subject to supervision and examination by any state or Federal authorities as may be applicable (including Federal Housing Administration, FNMA and FHLMC authorities); will remain in good standing and qualified to do business under the laws of the state of its organization and of any other state where so required by applicable law, and will not dissolve or dispose of a substantial portion of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it. Notwithstanding the foregoing, the Master Servicer may consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entirety and dissolve, and the merger, consolidation, sale or transfer shall not constitute a breach of or default under this agreement if the surviving, resulting or transferee entity, as the case may be (A) is a direct or indirect wholly owned subsidiary of _____, a _____ corporation, (B) assumes in writing all of the obligations of the Master Servicer under this Agreement and (C) is a part to a support letter agreement with Parent that is satisfactory to the Company.

(iii). The execution and delivery of this Agreement by the Master Servicer and its performance and compliance with the terms of this Agreement will not (A) violate the Master Servicer's Articles of Incorporation or Bylaws, (B) violate any law or regulation or any administrative decree or order to which it is subject or (C) constitute a default) under, (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which the Master Servicer is a party or which may be applicable to the Master Servicer or any of its assets.

(iv). This Agreement, assuming due authorization, execution and delivery by the Trustee and the Company, constitutes a valid, legal and binding obligation of the Master Servicer, enforceable against it in accordance with the terms of this agreement, except as the enforcement of it may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally.

(v). The Master Servicer is not in default with respect to any order or decree of any court or any order, regulation or demand of any Federal, state, municipal or governmental agency, which default might have consequences that would materially and adversely affect the condition (financial or other) or operations of the Master Servicer or its properties or might have consequences that would affect its performance under this agreement.

(vi). The Master Servicer is not a party to or bound by any agreement or instrument or subject to any articles of incorporation, bylaws or any other corporate restriction of any judgment, order, writ, injunction, decree, law or regulation which now or in the future may materially and adversely affect the ability of the Master Servicer to perform its obligations under this agreement or which requires the consent of any third person to the execution of this agreement or the performance by the Master Servicer of its obligations under this agreement.

(vii). No litigation is pending or, to the best of the Master Servicer's knowledge, threatened against the Master Servicer which would prohibit its entering into this Agreement or performing its obligations under this agreement.

(viii). The Master Servicer is and will at all times be an FNMA and FHLMC-approved servicer and will comply in the performance of this agreement with all reasonable rules and requirements of each insurer under each Required Insurance Policy.

(ix). No information, certificate of an officer, statement furnished in writing or report delivered to the Company, any affiliate of the Company, or the Trustee by the Master Servicer will, to the knowledge of the Master Servicer, contain any untrue statement of a material fact or omit a material fact necessary to make the information, certificate, statement or report not misleading.

(x). The Master Servicer has examined each existing and will examine each new Sub-Servicing Agreement and is or will be familiar with the terms of it. The terms of each existing Sub-Servicing Agreement and each designated Sub-Servicer have been approved by and are acceptable to the Master Servicer and any new Sub-Servicing Agreements or Sub-Servicers will be so approved and will comply with the provisions of Section 3.02. Each approved Sub-Servicer is or will be a mortgage loan servicing company approved by FNMA and FHLMC as an approved seller and servicer of single-family conventional, residential mortgage loans.

(b). The Master Servicer by this agreement makes the representations and warranties set forth in Exhibit G to this agreement and the following representations and warranties:

(i). The information set forth in Exhibit B to this agreement is true and correct in all material respects at the date or dates respecting which such information is furnished;

(ii). The property subject to each Mortgage is a one- to four-family residence [owner-occupied], as of the date of origination of the related Mortgage Loan, consisting of one Dwelling, and located in the state indicated on Exhibit B

and each Mortgagor as of the date of origination of the related Mortgage Loan is a natural person, except that, with respect to certain Mortgage Loans secured by property located in the State of Illinois, the related Mortgagor may be a trust;

(iii). No Mortgage Loan had a Loan-to-Value Ratio at origination in excess of 95%, [and no Mortgage Loan which is secured by a second or vacation home had a Loan-to-Value Ratio at origination in excess of 80%]; each Mortgage Loan with a Loan-to-Value Ratio at origination in excess of 80% is insured by a Primary Insurance Policy which insures the portion of the principal amount of such Mortgage Loan which is in excess of 75% of the Appraised Value of the related Mortgage Property; [specify requirements] and as of the date of the initial issuance of the Certificates, the claims-paying ability of each insurer under each such Primary Insurance Policy is acceptable to each Rating Agency for mortgage pass-through certificates rated in one of its two highest rating categories;

(iv). No Mortgage Loan had an original principal balance greater than \$500,000 or less than \$30,000, and each Mortgage Loan complied with the following Loan-to-Value Ratios at origination based on the Appraised Value of the related Mortgaged Property:

Maximum Original Principal Balance	Maximum Original Loan-to-Value Ratio

[\$300,001 to \$500,000	80%

\$200,001 to \$300,000	85%

\$150,001 to \$200,000	90%

\$150,000 or less	95%]

and no Mortgage Loan secured by a Mortgaged Property subject to secondary financing at the origination of such Mortgage Loan had a combined Loan-to-Value Ratio at origination in excess of 90% for primary residences or _____% in the case of second or vacation homes properties;

(v). [specify type of Mortgage Loan];

(vi). As of the date of the initial issuance of the Certificates, no more than 5% of the Mortgage Loans by Principal Balance are secured by units located in one condominium project or in a single housing development or in any one zip code area;

(vii). As of the date of the initial issuance of the Certificates, no more than _____% of the Mortgage Loans by Principal Balance are secured by property located in the State of California and, with respect to Mortgage Loans secured by property located in the State of California, no more than 1% of the Mortgage Loans by Principal Balance are secured by Mortgaged Properties located in one condominium project or in a single housing development or any one zip code area;

(viii). With respect to each Mortgaged Property that is a condominium unit in a newly constructed condominium project and on the basis of representations of the developer of such project or the appraiser for such Mortgaged Property, at least 70%, or such lesser percentage, not less than 51%, as the Master Servicer deems appropriate on the basis of information provided to it, of the condominium units in such project have been sold or committed for sale at the time of the origination of the Mortgage Loan secured by such Mortgaged Property; and with respect to each Mortgaged Property that is a condominium unit in a condominium project that is not newly constructed and on the basis of representations of the condominium association or the appraiser for such Mortgaged Property, no more than 30% of the units in such project were for sale at the origination of the related Mortgage Loan; at the time of origination of each Mortgage Loan secured by a condominium unit, 70% of the condominium units in a newly constructed condominium project have been sold or committed for purchase and 60% of the condominium units in an existing condominium project have been represented by the condominium association, project developer or the appraiser of the related Mortgaged Property to be owner-occupied;

(ix). No Buydown Mortgage Loan with a Loan-to-Value Ratio at origination of 90% or less involves Buydown Funds contributed by the seller of the related Mortgaged Property in excess of 15% of the Appraised Value of such property, no Buydown Mortgage Loan with a Loan-to-Value Ratio at origination of more than 90% involves Buydown Funds contributed by the seller of the related Mortgaged Property in excess of 10% of the Appraised Value of such property, and no Buydown Mortgage Loan involves Buydown Funds in excess of _____% of its Principal Balance at the Cut-off Date;

(x). No Buydown Mortgage Loan provides for a reduction in interest rate of more than five percentage points in any given year, and no buydown period exceeds five years; and

(xi). Buydown Mortgage Loans do not represent in excess of _____% of the aggregate Principal Balance of the Mortgage Loans at the Cut-off Date.

It is understood and agreed that the representations and warranties set forth in this Section 2.03(b) (including those set

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forth in Exhibit G to this agreement) shall survive delivery of the respective Mortgage Files to the Trustee or any Custodian. Upon discovery by either the Company, the Master Servicer, the Trustee or any Custodian of a breach of any of the foregoing representations and warranties which materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties. Within 90 days of its discovery or its receipt of notice of breach, the Master Servicer shall cure such breach in all material respects or shall repurchase the Mortgage Loan from the Trustee. Any such repurchase by the Master Servicer shall be accomplished in the manner and at the repurchase price set forth in Section 2.02. It is understood and agreed that the obligation of the Master Servicer to repurchase any Mortgage Loan as to which a breach has occurred and is continuing shall constitute the sole remedy respecting such breach available to Certificateholders or the Trustee on behalf of Certificateholders.

Section 2.04. Authentication of Certificates. The Trustee acknowledges the assignment to it of the Mortgage Loans and the delivery of the Mortgage Files to it or any Custodian on its behalf, and, concurrently with such delivery, has caused to be authenticated and delivered to or upon the order of the Company, in exchange for the Mortgage Loans, Certificates duly authenticated by the Certificate Registrar in authorized denominations evidencing the entire ownership of the Trust Fund.

ARTICLE III.

Section 3.01. Master Servicer to Act as Servicer. The Master Servicer shall service and administer the Mortgage Loans and shall have full power and authority, acting alone and/or through Sub-Servicers as provided in Section 3.02, to do any and all things which it may deem necessary or desirable in connection with such servicing and administration, including but not limited to the power and authority, subject to the terms of this agreement, (i) to execute and deliver customary consents or waivers and other instruments and documents, (ii) to consent to transfers of any Mortgaged Property and assumptions of the Mortgage Notes and related Mortgages (but only in the manner provided in this agreement), (iii) to collect any Insurance Proceeds and Liquidation Proceeds, and (iv) to effectuate foreclosure or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan; provided that the Master Servicer shall take no action which is inconsistent with or prejudices the interest of the Trustee or the Certificateholders in any Mortgage Loan or the rights and interest of the Trustee or the Certificateholders under this agreement. Without limiting the generality of the foregoing, the Master Servicer in its own name or in the name of a Sub-Servicer is hereby authorized and empowered by the Trustee when the Master Servicer or the Sub-Servicer, as the case may be, believes it appropriate in its best judgment, to execute and deliver, on behalf of the Certificateholders and the Trustee or any of them, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans and with respect to the Mortgaged Properties. The Trustee shall furnish the Master Servicer with any powers of attorney and other documents necessary or appropriate to enable the Master Servicer to service and administer the Mortgage Loans. In servicing and administering any Mortgage Loan respecting which there is no Sub-Servicer, the Master Servicer shall, to the extent not inconsistent with this agreement, comply with the Program Guide as if it were the originator of such Mortgage Loan and had retained the servicing rights and obligations in respect of it.

All costs incurred by the Master Servicer or by Sub-Servicers in effecting the timely payment of taxes and assessments on the properties subject to the Mortgage Loans shall not, for the purpose of calculating monthly distributions to Certificateholders, be added to the amount owing under the related Mortgage Loans, notwithstanding that the terms of such Mortgage Loan so permit, and such costs shall be recoverable by the Master Servicer.

Section 3.02. Sub-Servicing Agreements Between Master Servicer and Sub-Servicers. The Master Servicer may enter into Sub-Servicing Agreements with Sub-Servicers for the servicing and Administration of certain of the Mortgage Loans. In the event that such Sub-Servicing Agreements exist, each Sub-Servicer will represent and warrant that it is duly organized and existing under any applicable laws of the United States or any state and is duly qualified and licensed to do business in each state in which property subject to a Mortgage to be serviced under the related Sub-Servicing Agreement is located. Each Sub-Servicing Agreement will be upon such terms and conditions as are required or permitted by the Program Guide and are not inconsistent with this agreement and as the Master Servicer and the Sub-Servicer have agreed and shall be effective as of the date of conveyance of the mortgage Loans by the Company to the Trustee. A representative form of Sub-Servicing Agreement is attached to this agreement as Exhibit F. The Master Servicer and the Sub-Servicer may enter into amendments to it or different forms of Sub-Servicing agreements and the attached form is merely provided for information and shall not be deemed to limit in any respect the discretion of the Master Servicer to modify or enter into different Sub-Servicing Agreements; provided, however, that any such amendments or different forms shall be consistent with and not violate the provisions of this Agreement or the Program Guide and provided further that the substance of any such material amendment or material change

shall be transmitted promptly to the Trustee.

Section 3.03. Successor Sub-Servicers. The Master Servicer shall be entitled to terminate any Sub-Servicing Agreement that may exist in accordance with the terms and conditions of such Sub-Servicing Agreement and without any limitation by virtue of this agreement; provided, however, that in the event of termination of any Sub-Servicing Agreement by the Master Servicer or the Sub-Servicer, the Master Servicer shall either act as servicer of the related Mortgage Loan or enter into a Sub-Servicing Agreement with a successor Sub-Servicer which will be bound by the terms of the related Sub-Servicing Agreement.

Section 3.04. Liability of the Master Servicer. Notwithstanding any Sub-Servicing Agreement, any of the provisions of this agreement relating to agreements or arrangements between the Master Servicer or a Sub-Servicer or reference to actions taken through Residential Funding or a Sub-Servicer or otherwise, the Master Servicer shall remain obligated and liable to the Trustee and Certificateholders for the servicing and administering of the Mortgage Loans in accordance with the provisions of Section 3.01 without diminution of such obligation or liability by virtue of such Sub-Servicing Agreements or arrangements or by virtue of indemnification from the Sub-Servicer, Residential Funding or the Company and to the same extent and under the same terms and conditions as if the Master Servicer alone were servicing and administering the Mortgage Loans. The Master Servicer shall be entitled to enter into any agreement with Residential Funding, the Company or a Sub-Servicer for indemnification of the Master Servicer and nothing contained in this agreement shall be deemed to limit or modify such indemnification.

Section 3.05. No Contractual Relationship Between Sub-Servicer and Trustee or Certificateholders. Any Sub-Servicing Agreement that may be entered into and any other transactions or services relating to the Mortgage Loans involving a Sub-Servicer in its capacity as such and not as an originator shall be deemed to be between the Sub-Servicer and the Master Servicer alone and the Trustee and Certificateholders shall not be deemed parties to it and shall have no claims, rights, obligations, duties or liabilities with respect to the Sub-Servicer except as set forth in Section 3.06.

Section 3.06. Assumption or Termination of Sub-Servicing Agreement by Trustee. In the event the Master Servicer shall for any reason no longer be the servicer (including by reason of an Event of Default), the Trustee or its designee shall assume all of the rights and obligations of the Master Servicer under each Sub-Servicing Agreement that may have been entered into. The Trustee, its designee or the successor servicer for the Trustee shall be deemed to have assumed all of the Master Servicer's interest in it and to have replaced the Master Servicer as a party to the Sub-Servicing Agreement to the same extent as if the Sub-Servicing Agreement had been assigned to the assuming party except that the Master Servicer shall not be relieved of any liability or obligations under the Sub-Servicing Agreement. The Master Servicer shall, upon request of the Trustee but at the expense of the Master Servicer, deliver to the assuming party all documents and records relating to the Sub-Servicing Agreement and the Mortgage Loans then being serviced and an accounting of amounts collected and held by it and otherwise use its best efforts to effect the orderly and efficient transfer of the Sub-Servicing Agreement to the assuming party.

Section 3.07. Collection of Certain Mortgage Loan Payments; Certificate Account. The Master Servicer shall make reasonable effort to collect all payments called for under the terms and provisions of the Mortgage Loans, and shall, to the extent such procedures shall be consistent with this Agreement and the terms and provisions of the Insurance Policy, the Bankruptcy Bond and any related Primary Insurance Policy, follow such collection procedures as it follows with respect to mortgage loans comparable to the Mortgage Loans and held in its own portfolio. Consistent with the foregoing, the Master Servicer may in its discretion (i) waive any late payment charge or any prepayment charge or penalty interest in connection with the prepayment of a Mortgage Loan and (ii) only upon determining that the coverage of such Mortgage Loan by the Insurance Policy, the Bankruptcy Bond and any related Primary Insurance Policy will not be affected, extend the Due Dates for payments due on a Mortgage Note for a period not greater than 125 days. In the event of any such arrangement, the Master Servicer shall make timely advances on the related Mortgage Loan during the scheduled period in accordance with the amortization schedule of such Mortgage Loan without modification of it by reason of such arrangements.

The Master Servicer shall establish and maintain a separate Certificate Account or Accounts in which the Master Servicer shall deposit on a daily basis, except as otherwise specifically provided in this agreement, the following payments and collections received or made by it subsequent to the Cut-off Date (other than in respect of principal of and interest on the Mortgage Loans due on the Cut-off Date):

(i)
All payments on account of principal, including Principal Prepayments, on the Mortgage Loans;

(ii)
All payments on account of interest on the Mortgage Loans;

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(iii) All Insurance Proceeds and Liquidation Proceeds, other than proceeds to be applied to the restoration or repair of the property subject to the related Mortgage or released to the Mortgagor in accordance with the Master Servicer's normal servicing procedures;

(iv)

All Monthly Advances made by the Master Servicer pursuant to Section 4.03;

(v)

Any amounts required to be deposited by the Master Servicer pursuant to the first paragraph of Section 3.12;

(vi) All proceeds of any Mortgage Loans or property acquired in respect thereof repurchased pursuant to Sections 2.02, 2.03 or 9.01; and

(vii) Any Buydown Funds and Buydown Earnings required to be deposited by the Master Servicer in the Certificate Account pursuant to Section 3.20.

The foregoing requirements for deposit in the Certificate Account shall be exclusive, it being understood and agreed that, without limiting the generality of the foregoing, payments in the nature of prepayment or late payment charges or assumption fees need not be deposited by the Master Servicer in the Certificate Account. In the event the Master Servicer shall deposit in the Certificate Account any amount not required to be deposited in it, the Master Servicer may at any time withdraw such amount from the Certificate Account, any provision in this agreement to the contrary notwithstanding.

The Company may cause the institution maintaining the Certificate Account to invest the funds in the Certificate Account in Permitted Investments, which shall mature not later than the Business Day next preceding the Distribution Date next following the date of such investment (except that if such Permitted Investment is an obligation of the institution that maintains the Certificate Account, then such Permitted Investment shall mature not later than such Distribution Date) and shall not be sold or disposed of prior to its maturity. All such Permitted Investments shall be made in the name of the Trustee (in its capacity as such) or its nominee. All income and gain realized from any such investment shall be for the benefit of the Company and shall be subject to its withdrawal or order from time to time. The amount of any losses incurred in respect of any such investments shall be deposited in the Certificate Account by the Company out of its own funds immediately as realized.

The Master Servicer shall give notice to the Trustee of the location of the Certificate Account, and of any change of it, prior to the use of it.

In those cases where a Sub-Servicer is servicing a Mortgage Loan pursuant to a Sub-Servicing Agreement, the Sub-Servicer will establish and maintain a Sub-Servicing Account. The Sub-Servicer is required to deposit into the Sub-Servicing Account on a daily basis all proceeds of Mortgage Loans received by the Sub-Servicer, less its servicing compensation to the extent permitted by the Sub-Servicing Agreement. On the 20th day of each month the Sub-Servicer shall remit to the Master Servicer for deposit in the Certificate Account all funds held in the Sub-Servicing Account with respect to each Mortgage Loan serviced by such Sub-Servicer. The Sub-Servicer shall also remit on the scheduled date of remittance any monthly installments of principal and interest less its servicing fee on any Mortgage Loan for which payment was not received. This obligation to advance with respect to each Mortgage Loan shall be subject to a maximum of 6 delinquent installments, at which point no additional advances shall be necessary until such time as the Mortgage Loan has been reinstated and thereafter is again in default. Any installments as to which the Sub-Servicer has not made an advance will be subject to the Master Servicer's limited obligation to advance set forth in this agreement.

Section 3.08. Collection of Taxes, Assessments and Similar Items; Servicing Accounts. In addition to the Certificate Account, the Master Servicer and the Sub-Servicers shall establish and maintain one or more Servicing Accounts and shall deposit and retain in them all collections from the Mortgagors for the payment of taxes, assessments, hazard insurance premiums, Primary Insurance Policy premiums, if applicable, or comparable items for the account of the Mortgagors. Servicing Accounts shall be Eligible Accounts. Withdrawals of amounts so collected from the Servicing Accounts may be made only to effect timely payment of taxes, assessments, hazard insurance premiums, Primary Insurance Policy premiums, if applicable, or comparable items, to reimburse the Master Servicer out of related collections for any payments made pursuant to Sections 3.11 (with respect to the Primary Insurance Policy) and 3.12 (with respect to hazard insurance), to refund to any Mortgagors any sums as may be determined to be overages, to pay

interest, if required, to Mortgagors on balances in the Servicing Account or to clear and terminate the Servicing Account at the termination of this Agreement in accordance with Section 9.01. As part of its servicing duties, the Master Servicer or Sub-Servicers shall pay to the Mortgagors interest on funds in this account, to the extent required by law.

Section 3.09. Access to Certain Documentation and Information Regarding the Mortgage Loans. In the event that compliance with this Section 3.09 shall make the Certificates legal for investment by federally insured savings and loan associations, the Master Servicer shall provide to the Trustee, the Federal Home Loan Bank Board, the Federal Savings and Loan Insurance Corporation and the Supervisory Agents and examiners of such Board and such Corporation access to the documentation regarding the Mortgage Loans required by applicable regulations of the Federal Home Loan Bank Board, such access being afforded without charge but only upon reasonable request and during normal business hours at the offices of the Master Servicer designated by it. The Master Servicer shall permit such representatives to photocopy any such documentation and shall provide equipment for that purpose at a charge reasonably approximating the cost of such photocopying to the Master Servicer.

Section 3.10. Permitting Withdrawals From the Certificate Account. The Master Servicer may, from time to time, make withdrawals from the Certificate Account for the following purposes:

- (i) to make payments to Certificateholders in the amounts and in the manner provided for in Section 4.01;
- (ii) to reimburse itself for advances of Master Servicer funds made pursuant to Section 4.03, the Master Servicer's right to reimburse itself pursuant to this subclause (ii) being limited to amounts received on particular Mortgage Loans (including, for this purpose, Insurance Proceeds and Liquidation Proceeds which represent late recoveries of payments of principal and/or interest respecting which any such advance was made);
- (iii) to reimburse itself from Insurance Proceeds and Liquidation Proceeds for amounts expended by it pursuant to Section 3.14 in good faith in connection with the restoration of property damaged by an Uninsured Cause;
- (iv) to reimburse itself from Insurance Proceeds for Insured Expenses and to pay to itself from Insurance Proceeds any unpaid servicing compensation on the related Mortgage Loan, such payment of servicing compensation being limited to the amount, if any, by which the aggregate of Liquidation Proceeds and Insurance Proceeds received in connection with the liquidation of a defaulted Mortgage Loan is, after the deduction of Insured Expenses and any amounts deducted pursuant to subclause (iii) above, in excess of the Principal Balance of such Mortgage Loan together with accrued and unpaid interest on it at the Pass-Through Rate;
- (v) to reimburse itself from Liquidation Proceeds for Liquidation Expenses and, to the extent that Liquidation Proceeds after such reimbursement and any other reimbursement pursuant to subclause (iii) above are in excess of the Principal Balance of the related Mortgage Loan together with accrued and unpaid interest on it at the Pass-Through Rate, to pay, first, to itself out of such excess the amount of any unpaid servicing compensation on the related Mortgage Loan and, second, to the Company the balance of any such excess;
- (vi) to pay to itself as servicing compensation that portion of any payment as to interest which, when deducted, will result in the remaining amount of such interest being interest at the Pass-Through Rate on the Principal Balance of such Mortgage Loan;
- (vii) to pay to itself or the Company with respect to each Mortgage Loan or property acquired in respect of it that has been repurchased pursuant to Section 2.02, 2.03, or 9.01 all amounts received on it and not distributed as of the date on which the related Principal Balance is determined;
- (viii) to reimburse itself for any Nonrecoverable Advance or Advances;
- (ix) to reimburse itself or the Company for expenses incurred by and reimbursable to it or the Company pursuant to Section 6.03; and
- (x) to clear and terminate the Certificate Account pursuant to Section 9.01.

Since, in connection with withdrawals pursuant to subclauses (ii) through (vii), inclusive, the Master Servicer's entitlement to them is limited to collections or other recoveries on the related Mortgage Loan, the Master Servicer shall keep and maintain separate accounting, on a Mortgage Loan by Mortgage Loan basis, for the purpose of justifying any withdrawal from the Certificate Account pursuant to such subclauses (ii) through (vii), inclusive.

Section 3.11. Maintenance of the Insurance Policy and Primary Insurance Policies; Collections under them. The Master Servicer covenants and agrees to exercise its best reasonable efforts to maintain and keep the Insurance Policy in full force and effect throughout the term of this agreement, unless coverage under it has been exhausted through payment of claims. The Master Servicer as servicer agrees to pay the premiums for the Insurance Policy on a timely basis. In the event that the Insurer shall cease to be a Qualified Insurer because it shall not be qualified to transact a mortgage guaranty insurance business under the laws of the state of its principal place of business or any other state which has jurisdiction over the Insurer in connection with the Insurance Policy or the Insurance Policy is cancelled or terminated for any reason (other than the exhaustion of the total coverage), the Master Servicer shall exercise its best reasonable efforts to obtain from another Qualified Insurer a replacement policy comparable to the Insurance Policy with a total coverage which is equal to the then existing coverage of the Insurance Policy; provided, however, that if the cost of any such replacement policy shall be greater than the cost of the Insurance Policy, the amount of coverage of such replacement policy may be reduced to a level such that the premium rate for it shall not exceed 150% of the premium rate on such Insurance Policy. In the event the Insurer shall cease to be a Qualified Insurer because it is approved as an insurer by neither FHLMC or FNMA, the Master Servicer agrees to review, not less often than monthly, the financial condition of the Insurer with a view towards determining whether recoveries under the Insurance Policy are jeopardized for reasons related to the financial condition of the Insurer. If the Master Servicer determines that recoveries are so jeopardized, it shall exercise its best reasonable efforts to obtain from another Qualified Insurer a replacement insurance policy subject to the cost limitation set forth above.

The Master Servicer shall not take, or permit any Sub-Servicer to take, any action which would result in non-coverage under any applicable Primary Insurance Policy of any loss which, but for the actions of the Master Servicer or Sub-Servicer, would have been covered under that policy. The Master Servicer shall use its best reasonable efforts to be named a loss payee under each Primary Insurance Policy. The Master Servicer shall use its best reasonable efforts to keep in full force and effect each such Primary Insurance Policy until

(i) the related Mortgage Loan is liquidated in the case of a Mortgage Loan secured by a second or vacation home or property located in the State of California, (ii) the principal balance of the related Mortgage Loan is reduced to 80% or less of the Appraised Value in the case of a Mortgage Loan having a Loan-to-Value Ratio at origination in excess of 80%, and (iii) the principal balance of the related Mortgage Loan is reduced to 60% or less of its Appraised Value in the case of a Mortgage Loan the original principal amount of which exceeded \$250,000 [specify any other requirements]. The Master Servicer shall not cancel or refuse to renew any such Primary Insurance Policy in effect at the date of the initial issuance of the Certificates that is required to be kept in force under this agreement unless the replacement Primary Insurance Policy for such cancelled or non-renewed policy is maintained with an insurer whose claims-paying ability is acceptable to each Rating Agency for mortgage pass-through certificates [having a rating equal to or better than the rating currently assigned to the Certificates by such Rating Agency].

In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims to the Insurer under the Insurance Policy and to the insurer under any Primary Insurance Policies and, in this regard, to take such reasonable action as shall be necessary to permit recovery under the Insurance Policy and any Primary Insurance Policies respecting defaulted Mortgage Loans. Pursuant to Section 3.07, any amounts collected by the Master Servicer under the Insurance Policy and any Primary Insurance Policies shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10. In those cases in which a Mortgage Loan is serviced by a Sub-Servicer, the Sub-Servicer, on behalf of itself, the trustee, and the Certificateholders, will present claims to the insurer under the Primary Insurance Policy and all collections under that policy shall be deposited initially in the Sub-Servicing Account.

Section 3.12. Maintenance of Hazard Insurance, the Special Hazard Insurance Policy and Errors and Omissions and Fidelity Coverage. The Master Servicer shall cause to be maintained for each Mortgage Loan fire insurance with extended coverage in an amount which is at least equal to the maximum insurable value of the improvements securing such Mortgage Loan or its principal balance, whichever is less. The Master Servicer shall also maintain on property acquired upon foreclosure, or deed in lieu of foreclosure, of any Mortgage Loan, fire insurance with extended coverage in an amount which is at least equal to the maximum insurable value of the improvements which are a part of such property. The Master Servicer shall use its best efforts to be named a loss payee under such policies. Pursuant to

Section 3.07, any amounts collected by the Master Servicer under any such policies (other than amounts to be applied to the restoration or repair of the property subject to the related Mortgage or property thus acquired or amounts released to the Mortgagor in accordance with the Master Servicer's normal servicing procedures) shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10. Any cost incurred by the Master Servicer in maintaining any such insurance shall not, for the purpose of calculating monthly distributions to Certificateholders, be added to the amount owing under the Mortgage Loan, notwithstanding that the terms of the Mortgage Loan so permit. Such costs shall be recoverable by the Master Servicer out of related late payments by the Mortgagor or out of Insurance Proceeds or Liquidation Proceeds to the extent permitted by Section 3.10. It is understood and agreed that no earthquake or other additional insurance is to be required of any Mortgagor or maintained on property acquired in respect of a Mortgage other than pursuant to such applicable laws and regulations as shall at any time be in force and as shall require such additional insurance. When the Mortgaged Property is located at the time of origination of the Mortgage Loan in a federally designated special flood hazard area, the Master Servicer shall cause flood insurance (to the extent available) to be maintained. In the event that the Master Servicer shall obtain and maintain a blanket policy insuring against hazard losses on all of the Mortgage Loans, it shall conclusively be deemed to have satisfied its obligations as set forth in the first sentence of this Section 3.12, it being understood and agreed that such policy may contain a deductible clause, in which case the Master Servicer shall, in the event that there shall not have been maintained on the related Mortgaged Property a policy complying with the first sentence of this Section 3.12, and there shall have been a loss which would have been covered by such policy, deposit in the Certificate Account the amount not otherwise payable under the blanket policy because of such deductible clause. In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims under any such blanket policy.

As long as the Insurance Policy is in effect, the Master Servicer covenants and agrees to exercise its best reasonable efforts to maintain and keep the Special Hazard Insurance Policy in full force and effect unless coverage under that policy has been exhausted through payment of claims. The Master Servicer as servicer agrees to pay the premium for the Special Hazard Insurance Policy on a timely basis. In the event that the Special Hazard Insurance Policy shall be cancelled or terminated for any reason (other than the exhaustion of total policy coverage), the Master Servicer shall exercise its best reasonable efforts to obtain from another insurer a replacement policy comparable to the Special Hazard Insurance Policy with a total coverage which is equal to the then existing coverage of the Special Hazard Insurance Policy; provided, however, that if the cost of any replacement policy shall be greater than the cost of the Special Hazard Insurance Policy, the amount of coverage of such replacement policy may be reduced to a level such that the cost of such replacement policy shall not exceed the cost of the Special Hazard Insurance Policy. In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims to the Special Hazard Insurers under the Special Hazard Insurance Policy and, in this regard, to take such reasonable action as shall be necessary to permit recovery under the Special Hazard Insurance Policy respecting defaulted Mortgage Loans. Pursuant to Section 3.07, any amounts collected by the Master Servicer under the Special Hazard Insurance Policy which are in the nature of Insurance Proceeds shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10. Any other amounts collected by the Master Servicer under the Special Hazard Insurance Policy shall be applied by it towards the restoration of the related property to a condition requisite to the presentation of claims on the related Mortgage Loan to the Insurer under the Insurance Policy.

The Master Servicer shall obtain and maintain at its own expense and keep in full force and effect throughout the term of this Agreement a blanket fidelity bond and an errors and omissions insurance policy covering the Master Servicer's officers and employees and other persons acting on behalf of the Master Servicer in connection with its activities under this Agreement. The amount of coverage shall be at least equal to the coverage that would be required by FNMA or FHLMC, whichever is greater, with respect to the Master Servicer if the Master Servicer were servicing and administering the Mortgage Loans for FNMA or FHLMC in addition to other mortgage loans being serviced and administered by the Master Servicer. In the event that any such bond or policy ceases to be in effect, the Master Servicer shall obtain a comparable replacement bond or policy from an issuer or insurer, as the case may be, meeting the requirements, if any, of the Program Guide and acceptable to the Company.

Section 3.13. Enforcement of Due-On-Sale Clauses; Assumption Agreements.

(a). When any property subject to a Mortgage is conveyed by the Mortgagor, the Master Servicer shall enforce any due on sale clause contained in any Mortgage Note or Mortgage, to the extent permitted under applicable law and governmental regulations, but only to the extent that such enforcement will not adversely affect or jeopardize coverage under any Required Insurance Policy. Notwithstanding the foregoing, (i) the Master Servicer shall not be deemed to be

in default under this Section 3.13(a) by reason of any transfer or assumption which the Master Servicer is restricted by law from preventing and (ii) if the Master Servicer determines that it is reasonably likely that any Mortgagor will bring, or if any Mortgagor does bring, legal action to declare invalid or otherwise avoid enforcement of a due on sale clause contained in any Mortgage Note or Mortgage, the Master Servicer shall not be required to contest such action. (b). Subject to the Master Servicer's duty to enforce any due on sale clause to the extent set forth in Section 3.13(a), in any case in which a Mortgaged Property is to be conveyed to a Person by a Mortgagor, and such Person is to enter into an assumption agreement or modification agreement or supplement to the Mortgage Note or Mortgage which requires the signature of the Trustee, or if an instrument of release signed by the Trustee is required releasing the Mortgagor from liability on the Mortgage Loan, the Master Servicer shall deliver or cause to be delivered to the Trustee for signature the assumption agreement with the Person to whom the Mortgaged Property is to be conveyed and such modification agreement or supplement to the Mortgage Note or Mortgage or other instruments as are reasonable or necessary to carry out the terms of the Mortgage Note or Mortgage or otherwise to comply with any applicable laws regarding assumptions or the transfer of the Mortgaged Property to such Person. The Master Servicer shall also deliver or cause to be delivered to the Trustee with the foregoing documents a letter explaining the nature of such documents and the reason or reasons why the Trustee's signature is required. With such letter the Master Servicer shall deliver to the Trustee a certificate of a Servicing Officer certifying that: (i) a Servicing Officer has examined and approved such documents as to form and substance, (ii) the Trustee's execution and delivery of the documents will not conflict with or violate any terms of this agreement or cause the unpaid balance and interest on the Mortgage Loan to be uncollectible in whole or in part, (iii) any required consents of insurers under any Required Insurance Policies have been obtained and (iv) subsequent to the closing of the transaction involving the assumption or transfer (A) the Mortgage Loan will continue to be secured by a first mortgage lien pursuant to the terms of the Mortgage, (B) such transaction will not adversely affect the coverage under any Required Insurance Policies, (C) the Mortgage Loan will fully amortize over its remaining term, (D) the interest rate on the Mortgage Loan will not be altered nor will the term of the Mortgage Loan be increased and (E) if the seller/transferor of the Mortgaged Property is to be released from liability on the Mortgage Loan, such release will not (based on the Master Servicer's good faith determination) adversely affect the collectibility of the Mortgage Loan. Upon receipt of such certificate, the Trustee shall execute any necessary instruments for such assumption or substitution of liability. Upon the closing of the transactions contemplated by such documents, the Master Servicer shall cause the originals of the assumption agreement, the release (if any), or the modification or supplement to the Mortgage Note or Mortgage to be delivered to the Trustee and deposited with the Mortgage File for such Mortgage Loan. Any fee collected by the Master Servicer for entering into an assumption or substitution of liability agreement will be retained by the Master Servicer as additional servicing compensation.

Section 3.14. Realization Upon Defaulted Mortgage Loans. The Master Servicer shall foreclose upon or otherwise comparably convert the ownership of properties securing such of the Mortgage Loans as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments pursuant to Section 3.07. In connection with such foreclosure or other conversion, the Master Servicer shall, consistent with Section 3.11, follow such practices and procedures as it shall deem necessary or advisable, as shall be normal and usual in its general mortgage servicing activities and as shall be required or permitted by the Program Guide. The foregoing is subject to the proviso that the Master Servicer shall not be required to expend its own funds in connection with any foreclosure or towards the restoration of any property unless it shall determine (i) that such restoration and/or foreclosure will increase the proceeds of liquidation of the Mortgage Loan to Certificateholders after reimbursement to itself for such expenses and (ii) that such expenses will be recoverable to it either through Liquidation Proceeds (respecting which it shall have priority for purposes of withdrawals from the Certificate Account pursuant to Section 3.10) or through Insurance Proceeds (respecting which it shall have similar priority).

Section 3.15. Trustee to Cooperate; Release of Mortgage Files.

(a). Upon the payment in full of any Mortgage Loan, or the receipt by the Master Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Master Servicer will immediately notify the Trustee (if it holds the related Mortgage File) by a certification (which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment which are required to be deposited in the Certificate Account pursuant to Section 3.07 have been or will be so deposited) of a Servicing Officer and shall request delivery to it of the Mortgage File. Upon receipt of such certification and request, the Trustee shall promptly release the related Mortgage File to the Master Servicer and execute and deliver to the Master Servicer the request for reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of the Mortgage, together with the Mortgage Note with written evidence of cancellation on it. No expenses

incurred in connection with any instrument of satisfaction or deed of reconveyance shall be chargeable to the Certificate Account.

(b). From time to time as is appropriate for the servicing or foreclosure of any Mortgage Loan, the Master Servicer shall deliver to the Trustee a certificate of a Servicing Officer requesting that possession of all, or any document constituting part of, the Mortgage File to be released to the Master Servicer and certifying as to the reason for such release and that such release will not invalidate any insurance coverage provided in respect of the Mortgage Loan under any of the Required Insurance Policies. With such certificate, the Master Servicer shall deliver to the Trustee a Trust Receipt signed by a Servicing Officer on behalf of the Master Servicer in substantially the form attached as Exhibit H to this agreement, and upon receipt of the foregoing, the Trustee shall deliver the Mortgage File to the Master Servicer. The Master Servicer shall cause each Mortgage File or any document in it so released to be returned to the Trustee when the need for it by the Master Servicer no longer exists, unless (i) the Mortgage Loan has been liquidated and the Liquidation Proceeds relating to the Mortgage Loan have been deposited in the Certificate Account or (ii) the Mortgage File or such document has been delivered to an attorney, or to a public trustee or other public official as required by law, for purposes of initiating or pursuing legal action or other proceedings for the foreclosure of the Mortgaged Property either judicially or non-judicially, and the Master Servicer has delivered to the Trustee a certificate of a Servicing Officer certifying as to the name and address of the Person to which such Mortgage File or such document was delivered and the purpose or purposes of such delivery. In the event of the liquidation of a Mortgage Loan, the Trustee shall deliver the Trust Receipt with respect to it to the Master Servicer upon deposit of the related Liquidation Proceeds in the Certificate Account.

(c). The Trustee shall execute and deliver to the Master Servicer any court pleadings, requests for trustee's sale or other documents necessary to the foreclosure or trustee's sale in respect of a Mortgaged Property or to any legal action brought to obtain judgment against any Mortgagor on the Mortgage Note or Mortgage or to obtain a deficiency judgment, or to enforce any other remedies or rights provided by the Mortgage Note or Mortgage or otherwise available at law or in equity. Together with such documents or pleadings, the Master Servicer shall deliver to the Trustee a certificate of a Servicing Officer requesting that such pleadings or documents be executed by the Trustee and certifying as to the reason such documents or pleadings are required and that the execution and delivery of them by the Trustee will not invalidate any insurance coverage under the Required Insurance Policies or invalidate or otherwise affect the lien of the Mortgage, except for the termination of such a lien upon completion of the foreclosure or trustee's sale.

Section 3.16. Servicing Compensation. As compensation for its activities under this agreement, the Master Servicer shall be entitled to withdraw from the Certificate Account the amounts provided for by Section 3.10(vi). In addition, the Master Servicer shall be entitled to servicing compensation out of Insurance Proceeds or Liquidation Proceeds to the extent permitted by Section 3.10. Additional servicing compensation in the form of prepayment charges, assumption fees, late payment charges or otherwise shall be retained by the Master Servicer to the extent not required to be deposited in the Certificate Account pursuant to Section 3.07. The Master Servicer shall be required to pay all expenses incurred by it in connection with its servicing activities under this agreement (including payment of premiums for Primary Insurance Policies, if any, to the extent such premiums are not paid by the related Mortgagors, payment of the premiums for the Insurance Policy, payment of the premiums for the Bankruptcy Bond, maintenance of the insurance required by Section 3.12 and compensation of Sub-Servicers) and shall not be entitled to reimbursement for them except as specifically provided in Sections 3.10 and

3.14.

Section 3.17. Reports to the Trustee and the Company; Certificate Account Statements. Not later than fifteen days after each Distribution Date, the Master Servicer shall forward to the Trustee and the Company a statement, certified by a Servicing Officer, setting forth the status of the Certificate Account as of the close of business on such Distribution Date and showing, for the period covered by such statement, the aggregate of deposits in or withdrawals from the Certificate Account for each category of deposit specified in Section 3.07 and each category of withdrawal specified in Section 3.10.

Section 3.18. Annual Statement as to Compliance. The Master Servicer will deliver to the Trustee on or before _____ of each year, beginning with the first _____ that occurs at least months after the Cut-off Date, an Officers' Certificate stating, as to each signer of it, that (i) a review of the activities of the Master Servicer during the preceding calendar year and of performance under this Agreement has been made under such officer's supervision, (ii) to the best of such officer's knowledge, based on such review, the Master Servicer has fulfilled all its obligations under this Agreement throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status of it, (iii) a Servicing Officer has

conducted an examination of the activities of each Sub-Servicer during the immediately preceding year and its performance under its Sub-Servicing Agreement, (iv) a Servicing Officer has examined each Sub-Servicer fidelity bond and Sub-Servicer errors and omissions insurance policy and that each such bond and policy are in effect and conform to the requirements of the Sub-Servicer's Sub-Servicing Agreement and (v) to the best of such Servicing Officer's knowledge, based on such examination, each Sub-Servicer has performed and fulfilled its duties, responsibilities and obligations under its Sub-Servicing Agreement in all material respects throughout such year, or if there has been a default in the performance or fulfillment of any such duties, responsibilities or obligations, specifying each such default known to such Servicing Officer and the nature and status of it.

Section 3.19. Annual Independent Public Accountants' Servicing Report. On or before _____ of each year, beginning with the first _____ that occurs at least _____ months after the Cut-off Date, the Master Servicer at its expense shall cause a firm of independent public accountants which is a member of the American Institute of Certified Public Accountants to furnish a statement to the Trustee to the effect that such firm has examined certain documents and records relating to the servicing of the mortgage loans under pooling and servicing agreements substantially similar one to another (such statement to have attached to it a schedule setting forth the pooling and servicing agreements covered by it, including this agreement) and that, on the basis of such examination conducted substantially in compliance with the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC, such servicing has been conducted in compliance with such pooling and servicing agreements except for such significant exceptions or errors in records that, in the opinion of such firm, the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC requires it to report. In rendering such statement, such firm may rely, as to matters relating to direct servicing of mortgage loans by Sub-Servicers, upon comparable statements for examinations conducted substantially in compliance with the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC (rendered within one year of such statement) of independent public accountants with respect to the related Sub-Servicer. For purposes of such statement, such firm may conclusively assume that all pooling and servicing agreements among the Company, the Master Servicer and the Trustee relating to Conduit Mortgage Pass-Through Certificates evidencing an interest in first mortgage loans are substantially similar one to another except for any such pooling and servicing agreement which, by its terms, specifically states otherwise.

Section 3.20. Application of Buydown Funds. With respect to each Buydown Mortgage Loan, the Master Servicer has deposited Buydown Funds in an interest-bearing custodial account (the "Buydown Account"), which shall be an Eligible Account. In the case of a Buydown Mortgage Loan in respect of which the buydown plan requires that only the Buydown Funds (and not any earnings thereon) be applied to payments of interest on such Buydown Mortgage Loan, such Buydown Funds shall be equal to an aggregate amount of payments that, when added, as required by such buydown plan, to the amount required to be paid by the related mortgagor on each Due Date in accordance with such buydown plan, is equal to the full monthly payment due on such Due Date. In the case of a Buydown Mortgage Loan in respect of which the amount of the Buydown Funds is determined through a discounting process set forth in the related buydown plan, such Buydown Funds shall be equal to an aggregate amount of payments that, together with Buydown Earnings on them computed at the rate of 6% per annum [compounded monthly], when added, as required by such buydown plan, to the amount required to be paid by the related Mortgagor on each Due Date in accordance with such buydown plan, is equal to the full monthly payment due on such Due Date. The Master Servicer will withdraw from the Buydown Account and deposit in the Certificate Account on or before each Distribution Date the amount, if any, of the Buydown Funds and Buydown Earnings on them, if any, for each Buydown Mortgage Loan that, when added to the amount due on such date from the Mortgagor on such Buydown Mortgage Loan, equals the full monthly payment due on such Buydown Mortgage Loan.

If the Mortgagor on a Buydown Mortgage Loan prepays such loan in its entirety during the period (the "Buydown Period") when Buydown Funds are required to be applied to such Buydown Mortgage Loan, the Master Servicer shall withdraw from the Buydown Account and deposit in the Certificate Account the Buydown Funds for such Buydown Mortgage Loan remaining in the Buydown Account. The Buydown Earnings, if any, in respect of such Buydown Mortgage Loan remaining in such Buydown Account shall be withdrawn and disbursed to the Company. The amount of Buydown Funds deposited in the Certificate Account pursuant to the preceding sentence will reduce the amount required to be paid by the Mortgagor to fully prepay the related Mortgage Loan. If the Mortgagor on a Buydown Mortgage Loan defaults on such loan during the Buydown Period and the property securing such Buydown Mortgage Loan is sold in the liquidation of it (either by the Master Servicer, the Insurer or the insurer under any related Primary Insurance Policy), the Master Servicer shall withdraw from the Buydown Account and deposit in the Certificate Account or pay to (i) the Insurer if the Mortgaged Property has been transferred to the Insurer pursuant to the

Insurance Policy and 100% of the related claim under the Insurance Policy is paid or (ii) the insurer under any related Primary Insurance Policy if the Mortgaged Property is transferred to such insurer and such insurer pays all of the loss incurred in respect of such default, the Buydown Funds for such Buydown Mortgage Loan still held in the Buydown Account. Any amount deposited in the Certificate Account pursuant to the preceding sentence will reduce the amount owed on the Mortgage Loan. Any Buydown Earnings in respect of such Buydown Funds shall be disbursed to the Company.

Section 3.21. Maintenance of the Bankruptcy Bond; Collections under it. The Master Servicer covenants and agrees to exercise its best reasonable efforts to maintain and keep the Bankruptcy Bond in full force and effect throughout the term of this Agreement unless coverage has been exhausted through payment of claims. The Master Servicer as servicer agrees to pay the premiums for the Bankruptcy Bond on a timely basis. Coverage under the Bankruptcy Bond may be cancelled or reduced by the Master Servicer to the extent permitted by each Rating Agency, provided the then current rating on the Certificates by each Rating Agency is maintained.

In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims to the issuer of the Bankruptcy Bond and, in this regard, to take such reasonable action as shall be necessary to permit recovery under the Bankruptcy Bond. Pursuant to Section 3.07, any amounts collected by the Master Servicer under the Bankruptcy Bond shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10.

Section 3.22. Rights of the Company In Respect of the Master Servicer. The Master Servicer shall afford the Company, upon reasonable notice, during normal business hours access to all records maintained by the Master Servicer in respect of its rights and obligations and under this agreement and access to officers of the Master Servicer responsible for such obligations. Upon request, the Master Servicer shall furnish the Company with its most recent financial statements and such other information as the Master Servicer possesses regarding its business, affairs, property and condition, financial or otherwise. The Company may, but is not obligated to, enforce the obligations of the Master Servicer under this agreement and may, but is not obligated to, perform, or cause a designee to perform, any defaulted obligation of the Master Servicer under this agreement or exercise the rights of the Master Servicer under this agreement; provided that the Master Servicer shall not be relieved of any of its obligations under this agreement by virtue of such performance by the Company or its designee. The Company shall not have any responsibility or liability for any action or failure to act by the Master and is not obligated to supervise the performance of the Master Servicer under this agreement or otherwise.

ARTICLE IV.

Payments to Certificateholders

Section 4.01. Distributions. On each Distribution Date the Master Servicer shall distribute to each Certificateholder of record on the next preceding Record Date (other than as provided in Section 9.01 respecting the final distribution) either by wire transfer in immediately available funds to the account of such Certificateholder at a bank or other entity having appropriate facilities for such transfers, if such Certificateholder has so notified the Master Servicer, or, if such Certificateholder has not so notified the Master Servicer, by check mailed to such Certificateholder at the address of such holder appearing in the Certificate Register such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest represented by Certificates held by such holder) of all amounts deposited in the Certificate Account which represent payments of the nature required to be distributed on such Distribution Date pursuant to the form of Certificate hereinbefore set forth and all amounts, if any, which the Master Servicer may become obligated to distribute pursuant to Section 4.03 in respect of such Distribution Date.

Section 4.02. Statements to Certificateholders. Concurrently with each distribution charged to the Certificate Account the Master Servicer shall forward by mail to each Certificateholder and the Company a statement setting forth:

(i) the amount of such distribution allocable to principal, separately identifying the aggregate amount of any Principal Prepayments included in it;

(ii) the amount of such distribution allocable to interest;

(iii) the amount of related servicing compensation received by the Master Servicer and such other customary information as the Master Servicer deems necessary or desirable to enable Certificateholders to prepare their tax returns;

(iv)

the aggregate Principal Balance of the Mortgage Loans at the close of business on such Distribution Date;

(v)

the number and aggregate principal balances of Mortgage Loans delinquent (a) one month and (b) two or more

months;

- (vi) the book value (within the meaning of 12 CFR §571.13 or comparable provision) of any real estate acquired through foreclosure or grant of a deed in lieu of foreclosure;
- (vii) the amount of coverage under the Insurance Policy as of the close of business on the applicable Determination Date;
- (viii) the amount of coverage under the Special Hazard Insurance Policy as of the close of business on the applicable Determination Date;
- (ix) the amount of coverage under the Bankruptcy Bond as of the close of business on the applicable Determination Date; and
- [(x) the weighted average Pass-Through Rate.]

In the case of information furnished pursuant to subclauses (i)–(iii) above, the amounts shall be expressed as a dollar amount per Single Certificate.

Within a reasonable period of time after the end of each calendar year, the Master Servicer shall furnish to each person who at any time during the calendar year was a Certificateholder a statement containing the information set forth in subclauses (i)–(iii) above aggregated for such calendar year or applicable portion of it during which such person was a Certificateholder. Such obligation of the Master Servicer shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided by the Master Servicer pursuant to any requirements of the Internal Revenue Code as from time to time in force.

Section 4.03. Distribution of Reports to the Trustee and the Company; Advances by the Master Servicer. Prior to the close of business on each Determination Date the Master Servicer shall furnish a statement to the Trustee and the Company (the information in such statement to be made available to Certificateholders by the Master Servicer on request) setting forth the amount to be distributed on the next succeeding Distribution Date per Single Certificate on account of (a) principal and (b) interest. On or before each Distribution Date, the Master Servicer shall either (i) deposit in the Certificate Account an amount equal to the Monthly Advance, if any, or (ii) cause to be made an appropriate entry in the records of the Certificate Account that funds in such account being held for future distribution or withdrawal have been, as permitted by this Section 4.03, used by the Master Servicer in discharge of any such Monthly Advance or (iii) make advances in the form of any combination of (i) and (ii) aggregating the amount of such Monthly Advance. Any funds being held for future distribution to Certificateholders and so used shall be replaced by the Master Servicer by deposit in the Certificate Account on or before any future Distribution Date to the extent that funds in the Certificate Account on such Distribution Date shall be less than payments to Certificateholders required to be made on such date. Any advance made by a Sub-Servicer as described in Section 3.07 that has been deposited in the Certificate Account on or before such Distribution Date shall be deemed to be part of the Monthly Advance made by the Master Servicer pursuant to this Section 4.03.

Section 4.04. Reports of Foreclosures and Abandonment of Mortgaged Property. Each year beginning in 198— the Trustee shall make the reports of foreclosures and abandonments of any Mortgaged Property required by Section 6050J of the Internal Revenue Code of 1954, as amended. In order to facilitate this reporting process, the Master Servicer, on or before January 15th of each year, shall provide to the Trustee reports relating to each instance occurring during the previous calendar year in which the Master Servicer (i) on behalf of the Trustee acquires an interest in a Mortgaged Property through foreclosure or other comparable conversion in full or partial satisfaction of a Mortgage Loan, or (ii) knows or has reason to know that a Mortgaged Property has been abandoned. The reports from the Master Servicer shall be in form and substance sufficient to enable the Trustee to meet the reporting requirements imposed by Section 6050J.

ARTICLE V.

The Certificates

Section 5.01. The Certificates. The Certificates shall be substantially in the form set forth in Article I and shall, on original issue, be executed and delivered by the Company to the Certificate Registrar for authentication and redelivery to or upon the order of the Company upon receipt by the Trustee or one or more Custodians of the documents specified in Section 2.01. The Certificates shall be issued in denominations representing Fractional Undivided Interests equal to that of a Single Certificate or integral multiples of it and shall be executed by manual or facsimile signature on behalf of the Company by its Chairman of the Board, its President or one of its Vice Presidents or Assistant Vice Presidents under its seal imprinted on the Certificate and attested by the manual or facsimile signature of its Secretary or one of

its Assistant Secretaries. Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Certificate or did not hold such offices at the date of such Certificates. No Certificate shall be entitled to any benefit under this Agreement, or be valid for any purpose, unless there appears on such Certificate a certificate of authentication substantially in the form provided for herein executed by the Certificate Registrar by manual signature, and such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly authenticated and delivered under this agreement. All Certificates shall be dated the date of their authentication.

Section 5.02. Registration of Transfer and Exchange of Certificates. The Company shall cause to be kept at one of the offices or agencies to be appointed by the Company in accordance with the provisions of Section 6.05 a Certificate Register in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Certificates and of transfers and exchanges of Certificates as provided in this agreement. _____ is initially appointed Certificate Registrar for the purpose of registering Certificates and transfers and exchanges of Certificates as provided in this agreement.

Upon surrender for registration of transfer of any Certificate at any office or agency of the Company maintained for such purpose pursuant to Section 6.05, the Company shall execute and the Certificate Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like aggregate Fractional Undivided Interest.

At the option of the Certificateholders, Certificates may be exchanged for other Certificates of authorized denominations of a like aggregate Fractional Undivided Interest, upon surrender of the Certificates to be exchanged at any such office or agency. Whenever any Certificates are so surrendered for exchange the Company shall execute and the Certificate Registrar shall authenticate and deliver the Certificates which the Certificateholder making the exchange is entitled to receive. Every Certificate presented or surrendered for transfer or exchange shall (if so required by the Company or the Certificate Registrar) be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Certificate Registrar duly executed by, the holder of it or his attorney duly authorized in writing.

No service charge shall be made for any transfer or exchange of Certificates, but the Company may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

All Certificates surrendered for transfer and exchange shall be destroyed by the Certificate Registrar.

Section 5.03. Mutilated, Destroyed, Lost or Stolen Certificates. If (i) any mutilated Certificate is surrendered to the Certificate Registrar, or the Company and the Certificate Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Certificate, and (ii) there is delivered to the Company and the Certificate Registrar such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Company or the Certificate Registrar that such Certificate has been acquired by a bona fide purchaser, the Company shall execute and the Certificate Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like tenor and Fractional Undivided Interest. Upon the issuance of any new Certificate under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to it and any other expenses (including the fees and expenses of the Certificate Registrar) connected with it. Any duplicate Certificate issued pursuant to this Section shall constitute complete and indefeasible evidence of ownership in the Trust Fund, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

Section 5.04. Persons Deemed Owners. Prior to due presentation of a Certificate for registration of transfer, the Company, the Master Servicer, the Trustee, the Certificate Registrar and any the agent of the Company, the Master Servicer, the Trustee or the Certificate Registrar may treat the Person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving distributions pursuant to Section 4.01 and for all other purposes whatsoever, and neither the Company, the Master Servicer, the Trustee, the Certificate Registrar nor any agent of the Company, the Master Servicer, the Trustee or the Certificate Registrar shall be affected by notice to the contrary.

ARTICLE VI.

The Company and the Master Servicer

Section 6.01. Respective Liabilities of the Company and the Master Servicer. The Company and the Master Servicer shall each be liable in accordance with this agreement only to the extent of the obligations specifically and respectively imposed upon and undertaken by the Company and the Master Servicer in this agreement. By way of

illustration and not limitation, the Company is not liable for the servicing and administration of the Mortgage Loans, nor is it obligated by Section 7.01 to assume any obligations of the Master Servicer or to appoint a designee to assume such obligations, nor is it liable for any other obligation under this agreement that it may, but is not obligated to, assume unless it elects to assume such obligation in accordance with this agreement.

Section 6.02. Merger or Consolidation of the Company and the Master Servicer. The Company and, subject to Section 2.03(a)(ii), the Master Servicer will each keep in full effect its existence, rights and franchises as a corporation under the laws of the state of its incorporation, and will each obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, the Certificates or any of the Mortgage Loans and to perform its respective duties under this Agreement.

Any Person into which the Company or the Master Servicer may be merged or consolidated, or any corporation resulting from any merger or consolidation to which the Company or the Master Servicer shall be a party, or any Person succeeding to the business of the Company or the Master Servicer, shall be the successor of the Company or the Master Servicer, as the case may be, under this agreement, without the execution or filing of any paper or any further act on the part of any of the parties to this agreement, anything in this agreement to the contrary notwithstanding; provided, however, that the successor or surviving Person to the Master Servicer shall be qualified to sell mortgage loans to, and service mortgage loans on behalf of, FNMA.

Section 6.03. Limitation on Liability of the Company, the Master Servicer and Others. Neither the Company, the Master Servicer nor any of the directors, officers, employees or agents of the Company or the Master Servicer shall be under any liability to the Trust Fund or the Certificateholders for any action taken or for refraining from the taking of any action in good faith pursuant to this agreement, or for errors in judgment; provided, however, that this provision shall not protect the Company, the Master Servicer or any such person against any breach of warranties or representations made in this agreement or any liability which would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in the performance of duties or by reason of reckless disregard of obligations and duties under this agreement. The Company, the Master Servicer and any director, officer, employee or agent of the Company or the Master Servicer may rely in good faith on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising under this agreement. The Company, the Master Servicer and any director, officer, employee or agent of the Company or the Master Servicer shall be indemnified by the Trust Fund and held harmless against any loss, liability or expense incurred in connection with any legal action relating to this agreement or the Certificates, other than any loss, liability or expense related to any specific Mortgage Loan or Mortgage Loans (except as any such loss, liability or expense shall be otherwise reimbursable pursuant to this agreement) and any loss, liability or expense incurred by reason of willful misfeasance, bad faith or gross negligence in the performance of duties under this agreement or by reason of reckless disregard of obligations and duties under this agreement. Neither the Company nor the Master Servicer shall be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its respective duties under this agreement and which in its opinion may involve it in any expense or liability; provided, however, that the Company or the Master Servicer may in its discretion undertake any such action which it may deem necessary or desirable in respect to this agreement and the rights and duties of the parties to this agreement and the interests of the Certificateholders under this agreement. In such event, the legal expenses and costs of such action and any liability resulting from it shall be expenses, costs and liabilities of the Trust Fund and the Company and the Master Servicer shall be entitled to be reimbursed for them out of the Certificate Account as provided by Section 3.10.

Section 6.04. Company and Master Servicer Not to Resign. Neither the Company nor the Master Servicer shall resign from its respective obligations and duties imposed by this agreement on it except upon determination that its duties under this agreement are no longer permissible under applicable law. Any such determination permitting the resignation of the Company or the Master Servicer shall be evidenced by an Opinion of Counsel to such effect delivered to the Trustee. No such resignation by the Master Servicer shall become effective until the Trustee or a successor servicer shall have assumed the Master Servicer's responsibilities and obligations in accordance with Section 7.02 of this agreement.

Section 6.05. Appointment of Office or Agency. The Company will appoint at its expense an office or agency in the city of _____ where Certificates may be surrendered for registration of transfer or exchange. The Company initially designates the corporate trust office of _____ for the purpose of keeping the Certificate Register. The Company will maintain an office at the address stated in Section 10.05(a) of this agreement where notices and demands to or upon the Company in respect of the Certificates and this agreement may be served. The Company will give prompt written notice to the Trustee of any change in the location of the Certificate Register or any such office or

agency. If at any time the Company shall fail to furnish the Trustee with the address of such office, such surrenders may be made at the address of the Company stated in Section 10.05(a) of this agreement.

ARTICLE VII.

Default

Section 7.01. Events of Default. "Event of Default", wherever used in this agreement, means any one of the following events (whatever reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i)

the Master Servicer shall fail to distribute to Certificateholders any payment required to be made under the terms of the Certificates and this agreement and such failure shall continue unremedied for a period of 5 days after the date upon which written notice of such failure, requiring such failure to be remedied, shall have been given to the Master Servicer by the Trustee or the Company or to the Master Servicer, the Company and the Trustee by the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund; or

(ii)

the Master Servicer shall fail to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer in the Certificates or contained in this agreement and such failure such continue unremedied for a period of 15 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Company, or to the Master Servicer, the Company and the Trustee by the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund; or

(iii) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises in an involuntary case under any present or future federal or state bankruptcy, insolvency or similar law or appointing a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Master Servicer or the Parent and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or

(iv) the Master Servicer or the Parent shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Master Servicer or the Parent or of relating to all or substantially all of the property of the Master Servicer or the Parent; or

(v) the Master Servicer or Parent shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of, or commence a voluntary case under, any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations. If an Event of Default shall occur, then, and in each and every such case, so long as such Event of Default shall not have been remedied, either the Company or the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 51% of the Trust Fund, by notice in writing to the Master Servicer (and to the Trustee and the Company if given by the Certificateholders) may terminate all of the rights and obligations of the Master Servicer under this agreement and in and to the Mortgage Loans and the proceeds of them. On or after the receipt by the Master Servicer of such written notice, all authority and power of the Master Servicer under this agreement, whether with respect to the Certificates or the Mortgage Loans or otherwise, shall pass to and be vested in the Trustee or, if the Company so notifies the Trustee and the Master Servicer, to the Company or its designee pursuant to and under this Section; and, without limitation, the Trustee, the Company and any such designee of the Company is by this agreement authorized and empowered to execute and deliver, on behalf of the Master Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement or assignment of the Mortgage Loans and related documents, or otherwise. The Master Servicer agrees to cooperate with the Trustee, the Company and any such designee of the Company in effecting the termination of the Master Servicer's responsibilities and rights hereunder, including, without limitation, the transfer to the Trustee or the Company or its designee, as the case may be, for administration by it of all cash amounts which shall at the time be credited to the Certificate Account or may later be received with respect to the Mortgage Loans.

Section 7.02. Trustee or Company to Act; Appointment of Successor. On and after the time the Master Servicer receives a notice of termination pursuant to Section 7.01, the Trustee or the Company or its designee, as the case may be, shall be the successor in all respects to the Master Servicer in its capacity as servicer under this agreement and the transactions set forth or provided for in this agreement and shall be subject to all the responsibilities, duties and liabilities relating to them placed on the Master Servicer by the terms and provisions of this agreement (except that if the Trustee is prohibited by law from obligating itself to make advances regarding delinquent Mortgage Loans, then the Trustee shall not be obligated to make Monthly Advances pursuant to Section 4.03). As compensation for this, the Trustee or the Company or its designee, as the case may be, shall be entitled to all funds relating to the Mortgage Loans which the Master Servicer would have been entitled to charge to the Certificate Account if the Master Servicer had continued to act under this agreement. If the Trustee has become the successor to the Master Servicer in accordance with Section 7.01, then notwithstanding the above, the Trustee may, if it shall be unwilling to so act, or shall, if it is unable to so act (exclusive of the obligations set forth in Section 4.03), appoint, or petition a court of competent jurisdiction to appoint, any established housing and home finance institution having a net worth of not less than \$10,000,000 as the successor to the Master Servicer under this agreement in the assumption of all or any part of the responsibilities, duties or liabilities of the Master Servicer under this agreement. Pending appointment of a successor to the Master Servicer under this agreement, the Trustee, unless the Company has notified it pursuant to Section 7.01 that the Company or its designee will become the successor to the Master Servicer, shall act in such capacity as provided above. In connection with such appointment and assumption, the Trustee may make such arrangements for the compensation of such successor out of payments on Mortgage Loans as it and such successor shall agree; provided, however, that no such compensation shall be in excess of that permitted the Master Servicer under this agreement. The Company, the Trustee, any Custodian and such successor shall take such action, consistent with this agreement, as shall be necessary to effectuate any such succession.

Section 7.03. Notification to Certificateholders.

- (a). Upon any such termination or appointment of a successor to the Master Servicer, the Trustee shall give prompt written notice of it to Certificateholders at their respective addresses appearing in the Certificate Register.
- (b). Within 60 days after the occurrence of any Event of Default, the Trustee shall transmit by mail to all holders of Certificates notice of each such Event of Default under this agreement known to the Trustee, unless such Event of Default shall have been cured or waived.

ARTICLE VIII.

Concerning the Trustee

Section 8.01. Duties of Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this agreement. In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by this agreement, and use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of such investor's own affairs.

The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee which are specifically required to be furnished pursuant to any provision of this Agreement, shall examine them to determine whether they conform to the requirements of this agreement.

No provision of this agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own misconduct; provided, however, that:

- (i)
Prior to the occurrence of an Event of Default, and after the curing of all such Events of Default which may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this agreement, no implied covenants or obligations shall be read into this agreement against the Trustee and, in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed in them, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this agreement;

- (ii)
The Trustee shall be personally liable for an error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of Certificateholders holding Certificates which evidence Fractional Undivided Interests aggregating not less than 25% of the Trust Fund relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this agreement.

Section 8.02. Certain Matters Affecting the Trustee. Except as otherwise provided in Section 8.01:

(i)

The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Officers' Certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(ii)

The Trustee may consult with counsel and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it under this agreement in good faith and in accordance with such Opinion of Counsel;

(iii) The Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this agreement or to institute, conduct or defend any litigation under this agreement or in relation to this agreement at the request, order or direction of any of the Certificateholders, pursuant to the provisions of this agreement, unless such Certificateholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred in or by such litigation; nothing contained in this agreement shall, however, relieve the Trustee of the obligation, upon the occurrence of an Event of Default (which has not been cured), to exercise such of the rights and powers vested in it by this agreement, and to use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of such investor's own affairs;

(iv)

The Trustee shall not be personally liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this agreement;

(v)

Prior to the occurrence of an Event of Default under this agreement and after the curing of all Events of Default which may have occurred, the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund; provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this agreement, the Trustee may require reasonable indemnity against such expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Master Servicer or, if paid by the Trustee, shall be repaid by the Master Servicer upon demand; and

(vi)

The Trustee may execute any of the trusts or powers hereunder or perform any duties under this agreement either directly or by or through agents or attorneys.

Section 8.03. Trustee Not Liable for Certificates or Mortgage Loans. The recitals contained in this agreement and in the Certificates (other than the certificate of authentication on the Certificates) shall be taken as the statements of the Company or the Master Servicer as the case may be, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this agreement or of the Certificates or of any Mortgage Loan or related document. The Trustee shall not be accountable for the use or application by the Company or the Master Servicer of any of the Certificates or of the proceeds of such Certificates, or for the use or application of

any funds paid to the Company or the Master Servicer in respect of the Mortgage Loans or deposited in or withdrawn from the Certificate Account by the Company or the Master Servicer.

Section 8.04. Trustee May Own Certificates. The Trustee in its individual or any other capacity may become the owner or pledgee of Certificates with the same rights it would have if it were not Trustee.

Section 8.05. Master Servicer to Pay Trustee's Fees and Expenses. The Master Servicer covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) for all services rendered by it in the execution of the trusts created by this agreement and in the exercise and performance of any of the powers and duties under this agreement of the Trustee, and the Master Servicer will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or bad faith.

Section 8.06. Eligibility Requirements for Trustee. The Trustee under this agreement shall at all times be a corporation having its principal office in a state and city acceptable to the Company and organized and doing business under the laws of such state or the United States of America, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.07.

Section 8.07. Resignation and Removal of the Trustee. The Trustee may at any time resign and be discharged from the trusts by this agreement created by giving written notice of it to the Company. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee.

If at any time the Trustee shall cease to be eligible in accordance with the provisions of Section 8.06 and shall fail to resign after written request for it by the Company, or if at any time the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee.

The holders of Certificates evidencing Fractional Undivided Interests aggregating more than 50% of the Trust Fund may at any time remove the Trustee and appoint a successor trustee by written instrument or instruments, in triplicate, signed by such holders or their attorneys-in-fact duly authorized, one complete set of which instruments shall be delivered to the Company, one complete set to the Trustee so removed and one complete set to the successor so appointed.

Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section shall become effective upon acceptance of appointment by the successor trustee as provided in Section 8.08.

Section 8.08. Successor Trustee. Any successor trustee appointed as provided in Section 8.07 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment under this agreement, and the resignation or removal of the predecessor trustee shall then become effective and such successor trustee, shall become effective and such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the rights powers, duties and obligations of its predecessor under this agreement, with the like effect as if originally named as trustee in this agreement. The predecessor trustee shall deliver to the successor trustee all Mortgage Files and related documents and statements held by it under this agreement (other than any Mortgage Files at the time held by a Custodian, which shall become the agent of any successor trustee under this agreement), and the Company, the Master Servicer and the predecessor trustee shall execute and deliver such

instruments and do such other things as may reasonably be required for more fully and certainly vesting and confirming in the successor trustee all such rights, powers, duties and obligations.

No successor trustee shall accept appointment as provided in this Section unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Section 8.06.

Upon acceptance of appointment by a successor trustee as provided in this Section, the Company shall mail notice of the succession of such trustee under this agreement to all holders of Certificates at their addresses as shown in the Certificate Register. If the Company fails to mail such notice within 10 days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

Section 8.09. Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee under this agreement, provided such corporation shall be eligible under the provisions of Section 8.06, without the execution or filing of any paper or any further act on the part of any of the parties to this agreement, anything in this agreement to the contrary notwithstanding.

Section 8.10. Appointment of Co-Trustee or Separate Trustee. Notwithstanding any other provisions of this agreement, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Fund or property securing the same may at the time be located, the Company and the Trustee acting jointly shall have the power and shall execute and deliver all instruments to appoint one or more Persons approved by the Trustee to act as co-trustee or co-trustees, jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Trust Fund, and to vest in such Person or Persons, in such capacity, such title to the Trust Fund, or any part of it, and, subject to the other provisions of this Section 8.10, such powers, duties, obligations, rights and trusts as the Company and the Trustee may consider necessary or desirable. If the Company shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment. No co-trustee or separate trustee under this agreement shall be required to meet the terms of eligibility as a successor trustee under Section 8.06 under this agreement and no notice to holders of Certificates of the appointment of co-trustee(s) or separate trustee(s) shall be required under Section 8.08 of this agreement.

In the case of any appointment of a co-trustee or separate trustee pursuant to this Section 8.10 all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or co-trustee jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed (whether as Trustee under this agreement or as successor to the Master Servicer under this agreement), the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Fund or any portion thereof in any jurisdiction) shall be exercised and performed by such separate trustee or co-trustee at the direction of the Trustee.

Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this agreement and the conditions of this Article VIII. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided in the instrument, subject to all the provisions of this agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Trustee. Every such instrument shall be filed with the Trustee.

The right of the Company to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Principal Balances of such Mortgage Loans at the time of any such repurchase aggregating less than 10% of the aggregate Principal Balance of the Mortgage Loans at the Cut-off Date. If such right is exercised, the Company shall provide to the Trustee the certification required by Section 3.15 and the Trustee and any Custodians shall promptly release to the Company the Mortgage Files pertaining to the Mortgage Loans being repurchased.

Notice of any termination, specifying the Distribution Date upon which the Certificateholders may surrender their Certificates to the Company for payment of the final distribution and cancellation, shall be given promptly by the Company by letter to Certificateholders mailed not earlier than the 15th day and not later than the 25th day of the month next preceding the month of such final distribution specifying (A) the Distribution Date upon which final payment of the Certificates will be made upon presentation and surrender of Certificates at the office of the Company designated in it, (B) the amount of any such final payment and (C) that the Record Date otherwise applicable to such

Distribution Date is not applicable, payments being made only upon presentation and surrender of the Certificates at the office of the Company specified in it. The Company shall give such notice to the Certificate Registrar at the time such notice is given to Certificateholders. In the event such notice is given, the Company shall deposit in the Certificate Account on the applicable Distribution Date an amount equal to the repurchase price for the Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund. Upon presentation and surrender of the Certificates, the Company shall cause to be distributed to Certificateholders an amount equal to (i) the amount otherwise distributable on such Distribution Date but for such repurchase and (ii) the repurchase price for the Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund calculated as above provided. Upon certification to the Trustee by a Servicing Officer, following such final deposit, the Trustee and any Custodians shall promptly release to the Company the Mortgage Files for the repurchased Mortgage Loans. In the event that all of the Certificateholders shall not surrender their Certificates for cancellation within six months after the time specified in the above-mentioned written notice, the Company shall give a second written notice to the remaining Certificateholders to surrender their Certificates for cancellation and receive the final distribution with respect to them. If within one year after the second notice all the Certificates shall not have been surrendered for cancellation, the Company may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the remaining Certificateholders concerning surrender of their Certificates, and the cost of them shall be paid out of the funds and other assets which remain subject to this agreement.

Any separate trustee or co-trustee may, at any time, constitute the Trustee its agent or attorney-in-fact, with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 8.11. Appointment of Custodians. The Trustee may, with the consent of the Company, appoint one or more Custodians to hold all or a portion of the Mortgage Files as agent for the Trustee, by entering into a Custodial Agreement. Subject to Article VIII, the Trustee agrees to comply with the terms of each Custodial Agreement and to enforce the terms and provisions of it against the Custodian for the benefit of the Certificateholders. Each Custodian shall be a depository institution subject to supervision by federal or state authority, shall have a combined capital and surplus of at least \$10,000,000 and shall be qualified to do business in the jurisdiction in which it holds any Mortgage File. Each Custodial Agreement may be amended only as provided in Section 10.01.

ARTICLE IX.

Termination

Section 9.01. Termination Upon Repurchase by the Company or Liquidation of All Mortgage Loans. The respective obligations and responsibilities of the Company, the Master Servicer and the Trustee created by this agreement (other than the obligation of the Company to make payments to Certificateholders as set forth below) shall terminate upon (i) the repurchase by the Company of all Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund at a price equal to the greater of (a) 100% of the Principal Balance of each Mortgage Loan as of the day of repurchase plus accrued interest on it at the Pass-Through Rate to the first day of the month following repurchase plus the appraised value of any such property, such appraisal to be conducted by an appraiser mutually agreed upon by the Company and the Trustee, and (b) the then fair market value of the Certificates (as defined below), or (ii) the later of the final payment or other liquidation (or any advance with respect to it) of the last Mortgage Loan remaining in the Trust Fund or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan; provided, however, that in no event shall the trust created by this agreement continue beyond the expiration of 21 years from the death of the last survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James, living on the date of this agreement.

For purposes of this Section 9.01, the fair market value of the Certificates shall be deemed to be (1) the most recent bid price for the Certificates in the over-the-counter securities market if the Certificates are traded in such market, or (2) if the Certificates are traded on a securities exchange, the average closing sale price for the Certificates on such securities exchange for the last five trading days of such exchange immediately preceding such repurchase, or (3) if the Certificates are not so traded, a value determined on the basis of current prices of securities deemed by the Company to be most comparable to the Certificates, in each case together with accrued interest at the Pass-Through Rate on the aggregate Principal Balance of the Mortgage Loans to the first day of the month following repurchase.

ARTICLE X.

Miscellaneous Provisions

Section 10.01. Amendment. This agreement or any Custodial Agreement may be amended from time to time by the

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Company, the Master Servicer and the Trustee, without the consent of any of the Certificateholders, to cure any ambiguity, to correct or supplement any provisions in them, which may be inconsistent with any other provisions in them, or to make any other provisions with respect to matters or questions arising under this agreement or such Custodial Agreement which shall not be inconsistent with the provisions of this agreement, provided that such action shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any Certificateholder.

This Agreement or any Custodial Agreement may also be amended from time to time by the Company, the Master Servicer and the Trustee with the consent of the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the Trust Fund for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this agreement or such Custodial Agreement or of modifying in any manner the rights of the holders of Certificates; provided, however, that no such amendment shall (i) reduce in any manner the amount of, or delay the timing of, payments received on Mortgage Loans which are required to be distributed on any Certificate without the consent of the holder of such Certificate or (ii) reduce the percentage of Certificates the holders of which are required to consent to any such amendment, without the consent of the holders of all Certificates then outstanding.

Promptly after the execution of any such amendment the Trustee shall furnish written notification of the substance of such amendment to each Certificateholder.

It shall not be necessary for the consent of Certificateholders under this Section 10.01 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance of it. The manner of obtaining such consents and of evidencing the authorization of the execution of them by Certificateholders shall be subject to such reasonable regulations as the Trustee may prescribe.

Section 10.02. Recordation of Agreement. To the extent permitted by applicable law, this agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the properties subject to the Mortgages are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Master Servicer and at its expense on direction by the Trustee, but only upon direction accompanied by an Opinion of Counsel to the effect that such recordation materially and beneficially affects the interests of the Certificateholders.

For the purpose of facilitating the recordation of this agreement as provided in this agreement and for other purposes, this agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 10.03. Limitation on Rights of Certificateholders. The death or incapacity of any Certificateholder shall not operate to terminate this agreement or the Trust Fund, nor entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the Trust Fund, nor otherwise affect the rights, obligations and liabilities of the parties to this agreement or any of them.

No Certificateholder shall have any right to vote (except as provided in Section 10.01) or in any manner otherwise control the operation and management of the Trust Fund, or the obligations of the parties to this agreement nor shall anything here set forth in this agreement, or contained in the terms of the Certificates, be construed so as to constitute the Certificateholders from time to time as partners or members of an association; nor shall any Certificateholder be under any liability to any third person by reason of any action taken by the parties to this agreement pursuant to any provision of it.

No Certificateholder shall have any right by virtue of any provision of this agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this agreement, unless such holder previously shall have given to the Trustee a written notice of default and of the continuance of it, as provided above, and unless also the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee under this agreement and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred in or by it, and the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding; it being understood and intended, and being expressly covenanted by each Certificateholder with every other Certificateholder and the Trustee, that no one or more holders of Certificates shall have any right in any manner whatever by virtue of any provision of this Agreement to affect, disturb or prejudice the rights of the holders of any other of such Certificates, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under this agreement, except in the manner provided it and for the equal, ratable and common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section, each and every

Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 10.04. Governing Law. This agreement and the Certificates shall be construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties under this agreement shall be determined in accordance with such laws.

Section 10.05. Notices. All demands and notices under this agreement shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, to (a) in the case of the Company, _____, Attention: President, or such other address as may hereafter be furnished to the Master Servicer and the Trustee in writing by the Company, (b) in the case of the Master Servicer, _____, or such other address as may be hereafter furnished to the Company and the Trustee by the Master Servicer in writing, (c) in the case of the Trustee, _____, or such other address as may hereafter be furnished to the Company and the Master Servicer in writing by the Trustee. Any notice required or permitted to be mailed to a Certificateholder shall be given by registered mail, postage prepaid, at the address of such holder as shown in the Certificate Register. Any notice so mailed within the time prescribed in this agreement shall be conclusively presumed to have been duly given, whether or not the Certificateholder receives such notice.

Section 10.06. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this agreement shall be for any reason whatever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this agreement and shall in no way affect the validity or enforceability of the other provisions of this agreement or of the Certificates or the rights of the holders of them.

In Witness of which, the Company, the Master Servicer and the Trustee have caused their names to be signed to this agreement by their respective officers duly authorized to do so and their respective seals, duly attested, to be affixed to this agreement, all as of the day and year first above written.

Mortgage Securities Inc. [Seal] By: _____, Vice President Attest: _____, Assistant Secretary [Seal] [Master Servicer] Attest: _____, Assistant Secretary By: _____, Vice President [Seal] [Trustee] Attest: _____, Assistant Secretary By: _____, Vice President

Real estate mortgage investment conduit.

TRUST RECEIPT

(for Trustee/Custodian)

Loan Information

Name of Mortgagor: _____

Master Servicer

Loan No.: _____

Custodian/Trustee

Name: _____

Address: _____

Custodian/Trustee

Mortgage File No.: _____

Company

Name: SALOMON BROTHERS MORTGAGE
SECURITIES IV, INC.

Address: _____

Certificates: Conduit Mortgage Pass-Through

Certificates, Series 19__ - __.

The undersigned Master Servicer hereby acknowledges that it has received from _____, as Trustee for the holders of the Company's Conduit Mortgage Pass-Through Certificates, Series 19__ --, the documents referred to below (the "Documents"). All capitalized terms not otherwise defined in this Trust Receipt shall have the meanings given them in the Pooling and Servicing Agreement dated as of _____ (the "Pooling and Servicing Agreement") among the Trustee, the Company and the Master Servicer.

[] Promissory Note dated _____, in the original principal sum of \$____, made by _____, payable to, or endorsed to the order of, the Trustee.

[] Mortgage recorded on _____ as instrument no. _____ in the County Recorder's Office of the County of _____, State of _____ in book/reel/docket _____ of official records at page/image _____.

[] Deed of Trust recorded on _____ as instrument no. _____ in the County Recorder's Office of the County of _____, State

of _____ in book/reel/docket _____ of official records at page/image _____.

[] Assignment of Mortgage or Deed of Trust to the Trustee, recorded on _____ as instrument no. _____ in the County Recorder's Office of the County of _____, State of _____ in book/reel/docket _____ of official records at page/image _____.

[] Other documents, including any amendments, assignments or other assumptions of the Mortgage Note or Mortgage.

[] _____ [] _____ [] _____ The undersigned Master Servicer hereby acknowledges and agrees as follows:

- (1). The Master Servicer shall hold and retain possession of the Documents in trust for the benefit of the Trustee, solely for the purposes provided in the Agreement.
- (2). The Master Servicer shall not cause or permit the Documents to become subject to, or encumbered by, any claim, liens, security interest, charges, writs of attachment or other impositions nor shall the Master Servicer assert or seek to assert any claims or rights of setoff to or against the Documents or any proceeds thereof.
- (3). The Master Servicer shall return the Documents to the Trustee when the need therefor no longer exists, unless the Mortgage Loan relating to the Documents has been liquidated and the proceeds thereof have been remitted to the Certificate Account and except as expressly provided in the Agreement.

(4). The Documents and any proceeds thereof, including any proceeds of proceeds, coming into the possession or control of the Master Servicer shall at all times be earmarked for the account of the Trustee, and the Master Servicer shall keep the Documents and any proceeds separate and distinct from all other property in the Master Servicer's possession, custody or control.

MASTER SERVICER By _____ Its _____

Date _____

Qualified personal residence trust.

THIS AGREEMENT, made and entered into _____[Date] by and between _____ (hereinafter referred to as the "Donor"), as Donor, and _____ and _____ (hereinafter referred to as the "Trustees"), as Trustees, which Trust and Agreement is hereby designated and may be referred to as the _____:

WITNESSETH:

That the Donor, in consideration of the agreements and undertakings hereinafter made by the Trustees and other valuable consideration, does hereby assign, transfer and set over unto the Trustees and their successors the residence listed in Schedule A attached hereto, and the Trustees are hereby authorized to and agree that they will receive and hold such property and such additional property as may be transferred or assigned to the Trustees by any Person or organization, to become a part of any trust fund or funds created hereunder, and all investments and reinvestments thereof and income therefrom for the following uses and trusts, to-wit:

ARTICLE I.

(A). Until the first to occur of (i) _____, 19____, (ii) the death of the Donor, or (iii) a Disqualifying Event as defined in Paragraph

(B) of Article II (the "Initial Term"), the Donor shall have the right to occupy and use the residence described in Schedule A attached hereto and the Donor may rent the residence during any portion of the period that it is not occupied by the Donor and collect and retain rents therefor. The Trustees shall pay to the Donor all of the income of the trust annually or at more frequent intervals.

(B). During the Initial Term the Trustees shall expend such funds as the Donor requests upon maintenance of the house including mortgage payments, real estate taxes and improvements.

(C). If the Initial Term ends because of the death of the Donor, all assets of the trust shall be paid to the estate of the Donor.

(D). If the Initial Term ends because of the expiration of the period of time specified in Paragraph (A) of this article, any cash held in the trust for payment of expenses of the trust shall be paid to the Donor and the residence shall be distributed, per stirpes, to the issue of the Donor; provided, however, that if any issue has not reached the age of twenty-five (25), such issue's share shall be named for the issue and held and administered as provided in Article III.

(E). If the Initial Term ends because of a Disqualifying Event, all the trust property shall be held and administered as provided in Article III.

ARTICLE II.

(A). It is the intention of the Donor that this trust qualify for the exception to Section 2702 of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") provided in Section 2702(3)(A)(ii) for transfers in trust of personal residence. All of the terms and provisions of this trust should be interpreted in accord with such intent; the Trustees' powers shall be restricted to conform to such intent whether or not specified in this document and no power or term provided herein shall be effective if it would prevent qualification for such exception. The Trustees are specifically authorized to amend the trust to the extent the Trustees believe necessary to conform to the requirements of such exception; provided, however, that this instrument may not be amended in such a way that the trusts created under this article shall not so qualify.

(B). In accordance with the foregoing intent, a Disqualifying Event shall be deemed to have occurred if the property held by the trusts ceases to be a personal residence of the Donor unless the residence is sold and the proceeds used to purchase another residence of the Donor within two (2) years from the date of sale. If no residence is purchased within two (2) years after the date of sale or upon the date specified in clause (i) of Paragraph (A) of Article I, if earlier, or if there is no longer an intent to purchase the residence, a Disqualifying Event shall be deemed to have occurred to the extent of such proceeds.

(C). If the residential real property held by the trust is damaged or destroyed such that it is unusable as a personal residence, a Disqualifying Event shall be deemed to have occurred two (2) years after the date of such damage or destruction unless, prior to such date, the replacement of or repairs to such residence are completed or a new residence is acquired by the trust. If the replacement of or repairs to such residence are not completed or a new residence is not acquired by the trust within two (2) years from the date of damage or destruction, or upon the date specified in clause (i) of Paragraph (A) of Article I, if earlier, or if there is no longer an intent to repair or replace such residence, a Disqualifying Event shall be deemed to have occurred to the extent of such proceeds.

(D). The following provisions are included to conform to the intent of Paragraph (A) of this article:

(1). During the Initial Term no distributions of income or corpus may be made to any beneficiary other than the Donor.

(2). During the Initial Term the Trustees may not hold as part of the trust any assets other than one residence to be

used as a personal residence by the Donor, cash to the extent permitted in subparagraph (3) of this Paragraph (C) of this article and improvements to the residence which meet the requirements of a personal residence.

(3). Additions of cash may be made to the trust and cash may thereafter be held in a separate account in the trust which, when combined with the cash already held in the trust, does not exceed the amount required:

(a). For payment of trust expenses (including mortgage payments) already incurred or reasonably expected to be incurred within six (6) months from the date the addition is made;

(b). For improvements to such residential real property to be paid for by the trust within six (6) months from the date the addition of such cash is made; and

(c). For purchase by the trust of a residence to replace another residence, within three (3) months of the date the addition of such cash is made, provided that no such addition may be made for this purpose, and the trust may not hold any such addition, unless the trustees have previously entered into a contract to purchase the replacement residence.

The trustees may hold, in a separate account, the proceeds from the sale of a personal residence for a period not to exceed two (2) years, if the trustees intend to use the proceeds to purchase another residence. The trustees may also hold, in a separate account, insurance proceeds paid as a result of damage to or destruction of such personal residence for a period not to exceed two (2) years, if the trustees intend to use the proceeds to repair or improve the residence.

(4). Any amounts of cash held in excess of the amounts specified in subparagraph (3) of this Paragraph (C) of this article, shall be distributed to the Donor at least quarterly.

(5). Commutation of the Donor's interest herein is prohibited.

ARTICLE III.

(A). If a Disqualifying Event has occurred from the time the residence held by the trust ceases to be a person residence, until _____, 19__, there shall be paid to the Donor an annual annuity amount equal to an amount determined by dividing the value of all interests retained by the Donor as of the date of the establishment of this trust by an annuity factor determined as of the date of the establishment of the trust using the rate determined under Section 7520 of the Code as of that date, and for the original term of the Donor's interest.

(B). On _____, 19__, all the assets of the trust shall be distributed, per stirpes, to the issue of the Donor; provided, however, if any issue has not reached the age of twenty-five (25), such issue's share shall be named for the issue and held and administered as provided in Article IV.

(C). If the Donor dies before _____, _____, all of the assets of the trust created under this Article III shall be paid and distributed to the personal representative of the Donor's estate.

(D). Any such distributions pursuant to Paragraph (A) of this article shall be paid from the net income of such respective trust for the current tax year, or to the extent that such net income is insufficient, from the principal of such trust, using to the extent available, first net short term capital gains from the current tax year, then net long term capital gains from the current tax year, and thereafter the balance of the principal of such trust.

(E). In the case of the period beginning with the time the residence held by the trust ceases to be a personal residence, the amount distributed under Paragraph (A) of this article shall be the amount which must be distributed at least yearly multiplied by a fraction, the numerator of which is the number of days in the taxable year of the trust after the residence held by the trusts ceases to be a personal residence and the denominator of which is 365 (366 if February 29 is a day included in the numerator). In the case of any other taxable year which is a period of less than twelve (12) months (other than the taxable year in which the annuity interest created in this article terminates), the amount distributed under Paragraph (A) of this article shall be the amount which must be distributed at least yearly multiplied by a fraction, the numerator of which is the number of days in the taxable year of the trust and the denominator of which is 365 (366 if February 29 is a day included in the numerator). In the case of the taxable year of a trust in which the annuity interest created in this article terminates, the amount required to be distributed under Paragraph (A) of this article shall be the amount which must be distributed at least yearly multiplied by a fraction, the numerator of which is the number of days in the period beginning on the first day of such taxable year and ending on the date on which such termination occurs, and the denominator of which is 365 (366 if February 29 is a day included in the numerator).

(F). In the event any payment is not paid when due, any late payment shall bear interest at the applicable federal rate.

(G). In the event the net fair market value of the trust assets is incorrectly determined by the Trustees, the Trustees shall pay to the Donor (in the case of an undervaluation) or be repaid by the Donor (in the case of an overvaluation) an amount equal to the difference between the amount which the Trustees should have paid the recipient if the correct value were used and the amount which the Trustees actually paid the recipient. Such payments or repayments shall be made within a reasonable period after the final determination of such value. The Trustees may in their absolute discretion require that distributions to the Donor be made subject to written acknowledgment and acceptance of these conditions.

(H). Prior to the end of the Donor's qualified interest in this trust, no distributions of principal may be made from the trust other than to the Donor with respect to the qualified annuity interest of the Donor.

(I). No additions may be made to the trust during the period it is governed by this article.

(J). No commutation may be made of the distributions to the Donor provided for under this article.

(K). It is the express intent of the Donor that the interest of the Donor created under this article shall qualify as a qualified interest as described in Section 2702(b) of the Code, and that any gift from the Donor to any trust created hereunder shall qualify to the maximum extent possible for the deduction from the value of such gift as provided in Section 2702(a)(2)(B) of the Code and this agreement and all powers, trusts, directions, authorizations, instructions and obligations granted to or imposed upon the Trustees by this Agreement and by law shall be construed in such a way that the trusts created under this article shall so qualify. To the same end and purpose, the Trustees are expressly authorized and empowered, by an instrument in writing, to amend this instrument in whatever manner the Trustees in their absolute and uncontrolled discretion shall deem necessary or desirable to qualify the interest retained by the Donor created under this article as described in the aforesaid Section 2702(b) of the Code; provided, however, that this instrument may not be amended in such a way that the trusts created under this article shall not so qualify.

(L). If at any time there shall be no beneficiary eligible to receive the principal of any trust created under Article I or Article III hereunder, then the entire principal of any such trust shall be paid and distributed to the persons then living who would have inherited the estate of the Donor if the Donor had then died intestate under the laws of the State of _____ existing on the date of the execution of this trust agreement in the proportions prescribed by such laws.

ARTICLE IV.

(A). Any property designated under Paragraph (D) of Article I or Paragraph (B) of Article III with the name of a child or more remote issue of the Donor (each such child or more remote issue of the Donor hereinafter referred to in this Paragraph (A) as the "Beneficiary") shall be held as a separate and distinct trust and trust fund (which respective trust shall be identified by the name of such Beneficiary) for the following uses and purposes, to-wit:

(1). Until the Beneficiary with whose name a trust is designated shall attain the age of twenty-five (25) years, the Trustees may, from time to time, in such Trustees' absolute discretion, pay or distribute such part or all of the net income of such trust as may be deemed appropriate to any one or more then living of the group consisting of the Beneficiary with whose name such trust is designated and the issue of such Beneficiary, in such amounts and proportions as the Trustees shall determine.

(2). When any Beneficiary with whose name such a trust is designated shall have attained the age of twenty-five (25) years, the entire remaining principal of the trust designated with the name of said Beneficiary shall be paid and distributed to said Beneficiary; provided, however, that the Trustees may, in such Trustees' absolute discretion, postpone the date on which the right to the aforesaid distribution vests for a period not exceeding two (2) years.

(3). If any Beneficiary with whose name such a trust is designated shall die prior to the termination of such trust, the entire principal of the trust designated with the name of said Beneficiary shall be paid and distributed to such appointee or appointees, including such Beneficiary's estate, in such amounts and proportions, for such estates and interests, and free of trust or upon such terms, trusts, conditions and limitations as such Beneficiary may designate in such Beneficiary's last will and testament by making specific reference to and exercise of this power herein given to such Beneficiary. If such Beneficiary shall die intestate or shall fail in part or entirely to exercise this power, the entire principal of the trust designated with the name of said Beneficiary, or the part thereof not disposed of by such Beneficiary as aforesaid, shall be paid and distributed as follows:

(a). If such Beneficiary leaves issue then surviving, to such Beneficiary's then surviving issue, per stirpes; provided, however, that if any such issue shall not then have attained the age of twenty-five (25) years, the share or partial share of such issue shall be designated with the name of such issue and shall continue to be held as a separate and distinct trust and trust fund pursuant to the terms of this Paragraph (A).

(b). If such Beneficiary leaves no issue then surviving, such property shall be divided into equal shares, and one such share shall be paid and distributed to each then surviving brother or sister of said Beneficiary and one such share, per stirpes, to the then surviving issue of any then deceased brother or sister of said Beneficiary; or if there shall not then be any such surviving brother or sister or issue thereof, then to the then surviving issue, per stirpes, of such Beneficiary's nearest ascendant who is a descendant of the Donor and of whom there are issue then surviving; or if there shall not then be any such surviving issue, then to the then surviving issue of the Donor, per stirpes; provided, however, that if any such person shall not then have attained the age of twenty-five (25) years, the share or partial share which would otherwise be paid and distributed to such person shall be added to the trust fund created under this Paragraph (A) designated with the name of such person, or if such a trust fund is not then in existence, such share or partial share shall be held as a separate and distinct trust and trust fund designated with the name of such person for

the same uses and purposes specified in this Paragraph (A).

(B). Net income not paid or distributed from any trust created by this article may be added to any subsequent income payment from such trust. Until distributed, accrued and accumulated income shall be regarded for all purposes under this trust agreement as principal of the respective trusts created by this article. First consideration for any distribution of income or principal from any such trust shall be given to the person, with whose name such trust is designated.

(C). The Trustees may, from time to time, in such Trustees' absolute discretion, pay or distribute to any Beneficiary then eligible to receive income from any trust created by this article such part of the principal of the trust from which such Beneficiary is eligible to receive income as the Trustees may deem appropriate. No such payment or distribution shall constitute an advance against any amount receivable by any person from any trust created by this article unless the Trustees shall otherwise provide in writing at the time of making such payment, and then only to the extent so provided.

(D). Any of the trusts created under this article may be terminated, in whole or in part, at any time after the termination of the trusts created under Article I or Article III, if such action is deemed advisable and for the best interests of such trust or trusts, or the Beneficiaries thereof, in the sole discretion of the Trustees whose judgment thereon shall be conclusive and free from question by anyone or in any court. In the event of such termination, the principal of each trust so terminated, together with the accrued, accumulated and undistributed income thereof, shall be paid over and distributed to that person with whose name such trust is designated. In giving the Trustees such discretion to terminate any such trust, the Donor recognizes that the interests of present and future Beneficiaries may be terminated upon the exercise of such discretion.

(E). If at any time after the termination of the trusts created by this article there shall be no Beneficiary eligible to receive the income or principal of any trust created by this article, the entire principal of such trust created by this article shall be paid and distributed to the persons then living who would have been the next of kin of the Donor if the Donor had died at that time.

(F). All interests, both in income and in principal, in all trusts created by this article are intended for the personal protection and welfare of the Beneficiaries thereof; no such interest shall be transferable, voluntarily or involuntarily, by the Beneficiary thereof nor subject to the claims of creditors or of a spouse or former spouse of such Beneficiary. In the event that the Trustees shall have notice or believe that the rights or interests of any Beneficiary in or to any part of the income or principal of any trust created by this article have been or may be diverted from the purpose of providing for the personal protection and welfare of such Beneficiary, whether by voluntary act or legal process, the Trustees shall not pay such income or principal to such Beneficiary, but may utilize so much thereof as the Trustees, in such Trustees' sole discretion, deem appropriate for the care, support, maintenance, education or other necessities of such Beneficiary, such utilization, if any, to be made as the Trustees deem appropriate under the circumstances.

(G). Any person may irrevocably disclaim and renounce any part or all of any gift made to such person by this article. Any such disclaimer and renunciation shall be effected in the manner required by applicable law. If any person disclaims and renounces as aforesaid all interest in all or any part of any gift made to such person by this article, all of such gift or all of such part shall be disposed of as if such person had not survived the Donor. If any person disclaims and renounces as aforesaid less than all interest in all or any part of any gift made to such person by this article, all of such gift or all of such part shall be held in trust otherwise as hereinabove provided.

(H). If, in the absence of this provision, any trust created under this article would at any time fail in whole or in part because of violation of any applicable rule against perpetuities, accumulation of profits, restraints on alienation, or remoteness of vesting, then such trust fund shall terminate as of the date preceding the termination of the permissible period prescribed by such rule, and the Trustees shall immediately distribute the principal of such trust fund to the person with whose name such trust is designated.

ARTICLE V.

The Donor or any other person or organization may, at any time other than when the trust is governed by Article III, give, transfer or bequeath to this trust or to any separate trust fund created hereunder, either by inter vivos transfer or testamentary disposition, additional money or property of any kind acceptable to the Trustees, and in such event, such additional property shall become a part of the principal of the trust or trust fund to which it is given and shall be divided, allocated, administered and distributed as if it originally had been a part thereof. The Trustees may assume any obligation associated with any such property.

ARTICLE VI.

(A). If any person to whom any payment or distribution from any trust created by Article IV of this instrument is required or permitted by any provision of this instrument to be made is then a minor, incompetent or for any other reason incapable of receiving such payment or distribution, or if there is a substantial risk that such payment or

distribution will be involuntarily diverted from benefitting such person, the Trustees may, but need not, from time to time, exercise any one or more of the following powers:

(1). Transfer property to the name of such person (as by depositing cash or registering securities in his name), whether or not such person is then able to exercise control over such property.

(2). Transfer property to any creditor of such person in discharge of any debts of such person.

(3). Use such payment or distribution to obtain goods or services for such person if any obligation of any other person is not thereby discharged.

(B). No such payment or distribution shall be made which would have the effect of satisfying any legal obligation of anyone other than such person nor shall any such payment or distribution be made to any donor or donor's spouse or to any spouse of a child of the Donor either individually or as a fiduciary.

(C). The receipt of any person to whom property is transferred pursuant to this article or other evidence of application made hereunder for the benefit of any Beneficiary shall fully discharge the Trustees from any further liability in connection with such payment or distribution.

(D). The determinations of the Trustees with respect to all matters referred to in this article shall be final.

(E). Nothing contained in this article shall authorize any Trustee to transfer any property to himself in a nonfiduciary capacity or to use any such payment or distribution to support or maintain any person whom he is obligated to support or maintain.

ARTICLE VII.

In allotting or making any division of or payment or distribution from any trust fund or any portion thereof for any purpose hereunder, the Trustees shall not be required to convert any property, real or personal, tangible or intangible, into money or to divide or apportion each or any item of property, but may, in the sole and absolute discretion of the Trustees, allot all or any part (including an undivided interest) of any item of property, real or personal, tangible or intangible, to any fund or to any beneficiary provided for by this instrument; or the Trustees may convert any property into any other form, it being the Donor's intent and purpose to leave all such divisions and apportionments entirely to the discretion of the Trustees with the direction merely that each fund, share, portion or part at any time created or provided for herein shall be constituted so that the same shall have the value, relative or absolute, designated by this instrument.

ARTICLE VIII.

Subject to the provisions and limitations herein expressly set forth in this instrument, the Trustees shall have the powers hereinbelow granted, in addition to all powers which are granted by applicable law. While it is the Donor's intention that the Trustees have broad and effective powers to carry out the provisions of this trust agreement, no power conferred upon any trustee by this article shall be exercised in such a manner as, in the aggregate, to deprive the Donor or any trust created hereunder of any otherwise available tax exemption, deduction or credit or to qualify for special treatment. The powers hereinbelow granted shall not be exhausted by any use thereof, but each shall be continuing; and each shall continue and be exercisable until all of the provisions of this trust agreement are fully executed. Any of the powers herein granted may be exercised without the license or authorization of any court or other legal authority. The determination of the Trustees with respect to whether to exercise or not to exercise any power shall be final. Such powers are the powers:

(1). To retain any and all stocks, bonds, notes, securities and other property, real or personal (but not wasting assets), comprising a part of the trust herein provided without liability for any decrease in the value thereof.

(2). For fair and adequate consideration, to sell, at public or private sale, exchange for like or unlike property, convey, lease for longer or shorter terms than the trust herein provided, and otherwise dispose of, any and all property, real or personal, held hereunder upon such terms and credits as the Trustees may deem proper, including specifically the power to sell or otherwise dispose of any such property for less than its acquisition or appraised value, without liability for any loss resulting from such disposition.

(3). For fair and adequate consideration, to invest any money held hereunder and available for investment in any and all kinds of securities or property except wasting assets, whether or not of the kind authorized by the common law or by the laws of any state or country to which they would, in the absence of this provision, be subject, and to form or join in forming any corporation and subscribe for and acquire stock in any corporation in exchange for money or other property.

(4). To invest and reinvest and retain the investment of the whole or any part of the trust fund or any and all of the proceeds from the disposition of any assets of any trust fund in any single security or other asset, or any limited number of securities or other assets, or any exchanged or merged or substitute or successor security or securities, or any single type or limited number of types of securities or other assets, without liability for any loss resulting from any

lack of diversification; it being the intention hereby to free and absolve the Trustees from any and all obligation or liability for any lack of diversification of investments and assets held in the trust fund, or any loss resulting therefrom, regardless of whether such investments or assets were held or owned by the Donor at any time or whether they are exchanged or merged or successor or substitute investments for assets owned by the Donor or whether they are investments or assets acquired during the Donor's life or after the Donor's death by the Trustees.

(5). Subject to the express limitations of Article II of this agreement, to retain cash included in the trust fund without investment thereof for such period of time as the Trustees shall deem advisable, whenever the Trustees shall determine that it is inadvisable to invest such cash because of market conditions or for any other reason.

(6). To vote directly or by proxy at any election or stockholders' meeting any shares of stock held hereunder.

(7). To exercise or dispose of or reject any purchase rights arising from or issued in connection with any stock, securities or other property held hereunder.

(8). To repair, alter or demolish any existing building or structure and to erect any buildings and structures upon any real estate held hereunder.

(9). To effect fire, rent, title, liability, casualty or other insurance of such nature and in such form and amount as may be desirable upon any property held hereunder.

(10). To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property held hereunder or for reorganizing, consolidating, merging or adjusting the finances of any corporation issuing the same; to accept in lieu thereof any new property; to pay any assessment or expense incident thereto; to join in any voting trust agreement and to do any other act or thing which the trustees may deem necessary or advisable in connection therewith.

(11). To employ, upon such terms and with such discretionary powers as the Trustees may approve, servants, agents, custodians of securities or other property, accountants or other professional persons, and attorneys-at-law or in-fact, and to obtain the advice of any bank, trust company, investment counsel or any other institution or individual and permit books of account to be kept by any of the foregoing and pay for such services out of the trust fund profiting thereby, making such division as between principal and income thereof as the Trustees may deem just within the scope of generally accepted accounting principles.

(12). To collect, pay, abandon, contest, compromise or submit to arbitration any claim in favor of or against the trust fund, or any part thereof, or the Trustees.

(13). To borrow money for such periods of time and upon such terms and conditions as the Trustees may deem advisable for any purpose whatsoever, and the Trustees may mortgage or pledge such part or the whole of the trust fund as may be required to secure such loan or loans.

(14). To delegate from time to time the exercise of the Trustees' powers and duties, in whole or in part, to one or more other Trustees if any additional Trustee or Trustees are acting hereunder or to attorneys or agents, including in either case delegation of discretionary as well as ministerial powers and the delegation of the performance and execution of all acts and the exercise of all judgment and discretion in connection with the administration or performance of the trust.

(15). To manage and conduct or participate in the management or conduct of the affairs of any corporation, the stock of which may be held hereunder; to act as officer, director, attorney or employee of any such corporation or for the trust or Trustees and to receive reasonable compensation for acting as such; to vote such stock in favor of the increase or decrease of the capital of any such corporation and to take such action with regard to such stock in the interest of the trust as the Trustees in the Trustees' discretion may determine; and personally to own stock or be interested in any corporation or business in which the trust shall own stock or be interested.

(16). To hold stocks and other assets and to open bank accounts for deposits of money comprising a part of the trust fund in the individual name of a Trustee or the Trustees' nominee with or without disclosing any fiduciary relationship, and to employ custodians of securities or other property, and to permit such custodians to hold such securities or other property in their own name or in the name of a nominee, with or without disclosing any fiduciary relationship.

(17). To change the situs of the trust and of any property which is a part of the trust to any place in the United States of America.

(18). Until _____ the Donor in a nonfiduciary capacity may reacquire the trust corpus by substituting other property of an equivalent value.

ARTICLE IX.

This agreement and trust are specifically created as a _____ agreement and trust and the construction, validity and effect of this agreement and the rights and duties of the Beneficiaries and the Trustees hereof shall at all times be governed exclusively by the laws of the State of _____.

ARTICLE X.

This agreement may be executed in any number of counterparts, any one of which shall constitute the agreement between the parties.

ARTICLE XI.

(A). Unless the context requires otherwise, all words used in this instrument in the singular number shall extend to and include the plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders.

(B). For all purposes under this instrument, adoption of a minor who is not an issue of the Donor by a person or persons shall have the same effect except for determining his age as if such minor were born to such person or persons on the date of his adoption.

(C). As used in this instrument, the terms "brother" and "sister" shall include persons who have acquired the designated relationship by the half as well as the whole blood, but shall be limited to persons related to the Donor by blood or adoption.

(D). As used in this instrument, the term "Trustees" shall include all those holding such office hereunder from time to time without regard to whether they were initially appointed, successor or additional Trustees.

(E). As used in this instrument, the term "children" means first generation offspring of the designated ancestor; the term "issue" means both children of the designated ancestor and lineal descendants indefinitely.

ARTICLE XII.

(A). _____ and _____ are hereby appointed initial Trustees hereunder. Any of said Trustees, or any successor Trustee, acting hereunder shall have the power, exercisable by the execution of a written instrument so specifying, to nominate and appoint such Trustee's immediate successor as Trustee hereunder. Such nomination may be changed by such nominating Trustee at any time while such Trustee is acting as Trustee hereunder. Any such nominated successor Trustee shall become a Trustee hereof whenever the nominating Trustee shall cease to serve as Trustee. In the event any Trustee acting hereunder shall cease to serve as Trustee and (1) has not effectively nominated such Trustee's immediate successor as Trustee or (2) if the so nominated successor Trustee shall, for any reason, not become a Trustee hereunder, then the remaining Trustee or Trustees then serving hereunder shall nominate and appoint such successor Trustee.

(B). Any individual or corporation at any time serving as Trustee hereunder may resign as Trustee of any trust or trusts created hereunder by delivering a written instrument to such effect signed by or on behalf of such Trustee to the Donor if the Donor is then living otherwise to the other Trustees then serving hereunder. Any such resignation shall be effective as of the date of completion of delivery of such instrument to such person or persons or as of such later date as shall be specified in such instrument.

(C). No bond or other security shall ever be required to be given or be filed by any Trustee hereunder for the faithful execution of his duty hereunder. If, notwithstanding the foregoing provision, a bond shall nevertheless be required, no sureties shall be required thereon.

(D). No Trustee hereunder shall be liable except for wilful malfeasance or bad faith.

(E). The vote of a majority of the Trustees entitled to act upon any matter shall be sufficient to govern any action.

IN WITNESS WHEREOF, _____, as Donor, and _____ and _____, as Trustees, have hereunto set their hands and seals.

In the Presence of:

Provisions in deed made pursuant to receiver's sale.

This grant, conveyance, and assignment is subject to all of the obligations and indebtedness of the receivers, party of the first part, as of the _____ day of _____, and to all the unmatured obligations of the parties of the second part arising out of the operations of the plant and business of the party of the second part as a going concern, all of which obligations and indebtedness of the receivers and unmatured obligations of the creditor so specified are assumed by the purchaser, which agrees to pay all obligations and indebtedness.

Powers of executor.

(1). In addition to any powers now or hereafter conferred upon executors by law, including all powers granted under the Independent Administration of Estates Act, the executor shall have the power to: (A). Sell estate assets at public or private sale, for cash or on credit terms. (B). Lease estate assets without restriction as to duration. (C). Invest any surplus moneys of the estate in real or personal property, as the executor deems advisable. (2). The executor may distribute estate assets otherwise distributable to a minor beneficiary to one of the following: (A). The guardian of the minor's person or estate. (B). Any adult person with whom the minor resides and who has the care, custody, or control of the minor. (C). A custodian of the minor under the Uniform Transfers to Minors Act as designated in the California statutory will form. The executor is free of liability and is discharged from any further accountability for distributing assets in compliance with the provisions of this paragraph. (3). On any distribution of assets from the estate, the executor shall have the discretion to partition, allot, and distribute the assets in the following manner: (A). In kind, including undivided interest in an asset or in any part of it. (B). Partly in cash and partly in kind. (C). Entirely in cash. If a distribution is being made to more than one beneficiary, the executor shall have the discretion to distribute assets among them on a pro rata or non pro rata basis, with the assets valued as of the date of distribution.

Pecuniary fixed sum provision.

Article _____: If my wife/husband, _____, survives me, I give [her/him, outright and in fee,] [to the trustee hereafter named, in trust,] that minimum amount of my estate (the "Marital Share") which, after satisfying all other nonresidual devises and taking into account all credits, deductions, and other tax preferences allowed to my estate for federal estate tax purposes (including the available unified credit), is necessary to increase the federal estate tax marital deduction sufficiently to eliminate or reduce to the lowest possible sum the [state and] federal estate tax liability of my estate [based on the assumption that my personal representative will elect for all of the property in this trust to be treated as qualified terminable interest property as defined in §2056(b)(7) of the Internal Revenue Code of 1986]. Only assets that qualify for the marital deduction are to be allocated to the Marital Share, and no property for which a tax credit is allowable for estate tax purposes, no life insurance policy insuring my wife/husband, nor any property that I have received from my wife/husband within one year prior to my death, is to be allocated to the Marital Share if other assets of my estate that qualify for the marital deduction are available. In determining the amount of this devise, the values as finally determined for federal estate tax purposes are to be used. In distributing assets to satisfy this devise, however, the personal representatives shall select assets, including cash, having an aggregate fair market value at the date or dates of distribution equal to at least the amount of this devise as finally determined for federal estate tax purposes. If my wife/husband does not survive me, this devise of the Marital Share is to lapse.

Alternative form.

The entruster, _____, whose chief place of business within this state is at _____[or who has no place of business within this state and whose chief place of business outside this state is at _____], is or expects to be engaged in financing under trust receipt transactions and acquisition of merchandise by the trustee, _____, whose chief place of business within this state is at _____, of goods, both new and used, of the following description:
_____.
_____, Entruster _____, Trustee

For benefit of settlor and fiancée.

Grantor, _____, a widower, of _____, in county of _____, state of _____, hereinafter referred to as grantor, without consideration, conveys to _____ of the same place, hereinafter referred to as trustee, the following described real estate, namely: _____, in the city of _____, with the building and improvements thereon, in trust, to manage said property for the parties named in this instrument, in the following manner:
First. Grantor shall occupy said premises during his natural lifetime, and receive all rents and income arising therefrom, paying out of the same all repairs, taxes, assessments and insurance.

Second. After the death of grantor, if C, whom he is about to marry, survives him as his widow, C shall have the right, during her natural life, to occupy the rear house now on said lot, and to draw all rents accruing from the lower story of the house now on the front part of said premises, C to pay for all repairs necessary to be made during her said lifetime on said premises, and the insurance thereof.

Third. That during life of C, _____, daughter of D, shall have the right to occupy or draw the rents arising from upper story of house now on the front part of premises, paying during said time all taxes and assessments that may be levied on said lot and improvements thereon.

Fourth. After death of grantor, if he should die unmarried to C, or after the death of C, if she should survive grantor as his widow, trustee shall convey said property, by good and sufficient deed, to _____, her heirs and assigns, in fee simple.

Fifth. The taxes, assessments, insurance and repairs shall be paid by the respective parties in interest herein, as hereinbefore stated, and it shall not be obligatory on trustee or his successor in office to see to it that such payments are made.

Sixth. In case either of the parties hereinbefore mentioned shall fail to pay the taxes, assessments and insurance as they become due upon said premises, or to make the necessary repairs thereon it shall be the duty of trustee to take immediate possession of said premises, collect all rents accruing therefrom, and to apply the same, so far as they may go, towards the payment of such taxes, assessments, insurance and repairs.

Seventh. In case of death, resignation or removal from the state of _____, of trustee, the circuit court of

_____ county, on application of any party in interest, shall appoint a successor in trust in the premises.
Eighth. Trustee joins in execution of this deed, for purpose of signifying his acceptance of trust hereby created.

Pecuniary fairly representative formula.

Article _____: If my wife/husband, _____, survives me, I give [her/him, outright and in fee,] [to the trustee hereafter named, in trust] that minimum amount of my estate (the "Marital Share") which, after satisfying all other nonresidual devises and taking into account all credits, deductions, and other tax preferences allowed to my estate for federal estate tax purposes (including the available unified credit), is necessary to increase the federal estate tax marital deduction sufficiently to eliminate or reduce to the lowest possible sum the [state and] federal estate tax liability of my estate [based on the assumption that my personal representative will elect for all of the property in this trust to be treated as qualified terminable interest property as defined in §2056(b)(7) of the Internal Revenue Code of 1986]. Only assets that qualify for the marital deduction are to be allocated to the Marital Share, and no property for which a tax credit is allowable for estate tax purposes, no life insurance policy insuring my wife/husband, nor any property that I have received from my wife/husband within one year prior to my death, is to be allocated to the Marital Share if other assets of my estate that qualify for the marital deduction are available. In determining the amount of this devise, the values as finally determined for federal estate tax purposes are to be used. In distributing the assets to satisfy this devise, however, the personal representative shall select assets, including cash, that are fairly representative of the appreciation or depreciation in the value of all property available for distribution, based on fair market values of these properties on the date or dates of distribution. If my wife/husband does not survive me, this devise of the Marital Share is to lapse.

Agreement to devise or bequeath property—To person performing personal services for lifetime care of testator at testator's residence.

This agreement is made on _____[date], at _____[address], _____ County, _____[state], between _____[testator], who resides at _____[address], _____ County, _____[state], and _____[promisee], who resides at _____[address], _____ County, _____[state].

The parties hereto stipulate and agree as follows:

RECITALS

1. _____[Testator], is _____ years old, is in poor health, and is unable to perform the tasks necessary to properly feed and clothe _____[himself or herself], or to perform the other tasks necessary to maintain _____[himself or herself].
2. _____[Promisee] is young, able-bodied, and capable of performing the services necessary to maintain _____[testator] in a comfortable existence.

3. _____[Testator] owns the following described real and personal property:

Description	Real Property	Value
a.	_____	\$.....
b.	_____	\$.....
c.	_____	\$.....
Total\$.....		

Description Personal Property Location Value

- a. _____\$.....
- b. _____\$.....
- c. _____\$.....

_____ \$.....
Total\$.....

Intangible Property

[Bank, saving, savings and loan, etc., accounts, stocks, bonds, chooses in action, insurance policies, etc.]

Description Location Value

a. _____ \$.....

b. _____ \$.....

[Testator] has the following income:

Income Source Monthly Amount

a.
Pension \$.....

b.
Social Security \$.....

c.
Stocks, bonds, and securities \$.....

d.
Bank, Savings and Loan, Credit Union, etc., accounts \$.....

e.
Rental property; leases \$.....

f.
Loans \$.....

g.
Interest in business \$.....

h.
_____ [Other] \$.....
Total\$.....

5. _____ [Testator] owes the following debts and obligations:

<http://legalmessenger.weebly.com/>

Debts and Obligations

Nature of Obligation Description Total Amount Amount of Monthly Payment

a.

Personal Loans\$..... \$.....

b.

Encumbrances\$..... \$.....

c.

Taxes and Assessments\$..... \$.....

d.

Installment contracts\$..... \$.....

e.

Insurance premiums\$..... \$.....

f.

_____ [Other]\$..... \$.....

Total\$..... \$.....

It is mutually agreed: SECTION ONE. PERSONAL SERVICES _____ [Promissee], agrees to live and reside with _____ [testator] at _____ [testator's] residence at _____ [address], _____ County, _____ [state], or at any other reasonable residence which may be hereafter selected by _____ [testator], for the remainder of _____ [testator's] life, to care for _____ [him or her], perform necessary and usual household duties at the residence, including cooking and sewing, and, in general, to look after the general welfare and comfort of _____ [testator] so long as _____ [testator] shall live. SECTION TWO. COMMENCEMENT OF PERFORMANCE OF SERVICES _____ [Promissee's] performance of the terms of this agreement is to commence on _____ [date]. SECTION THREE. EXECUTION OF WILL _____ [Testator] agrees to make and execute a valid will bequeathing and devising to _____ [promissee] all the real, personal, and intangible property listed in this agreement. SECTION FOUR. REVOCATION OF PRIOR WILLS AND CODICILS _____ [Testator] agrees to include a clause in the will revoking any and all wills and codicils previously made by _____ [him or her].

SECTION FIVE.

_____ [Testator] agrees to make and execute the will on or before _____ [date], and agrees to submit the will to _____ [promissee] on or before _____ [date] for examination by and approval of _____ [promissee] and _____ [his or her] attorney.

SECTION SIX.

RESTRICTION ON REVOCATION OR EXECUTION OF OTHER WILL

1.

_____ [Testator] agrees not to revoke, in whole or in part, the will executed pursuant to this contract, and agrees not to make and execute any other will in which disposition is made of the property.

2.

_____ [Testator] agrees to include appropriate clauses in the will which will prevent the revocation of the will by operation of law. SECTION SEVEN. CUSTODY OF WILL The will of _____ [testator] is to be _____ [kept

in the custody of _____ at _____ or deposited for safekeeping with the _____ Court of _____ at _____], _____ County, _____[state]. SECTION EIGHT. COMPENSATION FOR SERVICES; ROOM AND BOARD

_____ [Testator] agrees to furnish _____ [promisee] with reasonable living accommodations and food at _____ [testator's] residence without any charge therefor. However, _____ [promisee] is not to receive any other compensation for the performance of _____ [his or her] agreements under this agreement other than the property which _____ [testator] agrees to bequeath and devise to _____ [promisee] pursuant to this agreement. SECTION NINE. HOUSEHOLD AND PERSONAL EXPENSES _____ [Testator] agrees to pay all household expenses, including those relating, but not limited, to food, utilities, and maintenance, and all _____ [testator's] personal expenses, including those relating, but not limited, to clothing and medical care. SECTION TEN. INSURANCE; LIFE, HEALTH, BURIAL, ETC.

1.
_____ [Testator] agrees to keep in full force and effect any and all life, health, accident, liability, and burial insurance policies set out in this agreement, and agrees that the proceeds of the policies are subject to the provisions of this contract.

2.
On or before _____ [date], _____ [testator] agrees to change the beneficiary of _____ [designate insurance policies] to _____ [testator's] estate, and agrees to furnish _____ [promisee] with documentary evidence that the change of beneficiary has been made.

3.
_____ [Testator] further agrees that _____ [he or she] will not make any other change in the beneficiary of the policies during the term of this contract.

4.
On or before _____ [date], _____ [testator] agrees that _____ [he or she] will give written notification of this agreement to _____ [insurance companies], and agrees to furnish _____ [promisee] with documentary evidence that such notice was given.

5.
_____ [Testator] further agrees to participate in, and pay all premiums or charges for, any state and federal medical programs in which _____ [he or she] is eligible to participate, including, but not limited to, the Federal Medicare Program.

SECTION ELEVEN. PRESERVATION AND PROTECTION OF PROPERTY

1.
_____ [Testator] agrees to do everything necessary to protect and preserve the property, including, but not limited to, the obtaining of, or keeping in force and effect, appropriate insurance policies covering the property; making all payments for taxes, liens, assessments, mortgages, and other encumbrances as they become due; providing for the safekeeping of the property; keeping the property in reasonable repair; and paying all other debts and obligations of testator as they mature.

2.
_____ [Testator] agrees that all proceeds from insurance policies insuring the property are subject to the provisions of this agreement. SECTION TWELVE. SALES, MORTGAGES, AND TRANSFERS OF PROPERTY _____ [Testator] agrees not to sell, pledge, encumber, lease or transfer any interest in and to the property, except as provided in this agreement, unless the written consent of _____ [promisee] has been obtained. SECTION THIRTEEN. APPLICATION OF PROPERTY TO PAYMENT OF DEBTS AND OBLIGATIONS

_____ [Testator] agrees that _____ [his or her] assets will be used to pay _____ [his or her] debts and obligations under this contract in the following order: _____ [specify order, such as proceeds of pension checks, insurance proceeds, bank interest, cash dividends, cash in bank accounts, personal property, real property, etc.].

SECTION FOURTEEN. DEATH OR INABILITY TO PERFORM SERVICES If _____ [promisee] should predecease _____ [testator], or if _____ [promisee], because of any illness or for any other reason, is unable to perform the promises on _____ [his or her] part to be performed, _____ [promisee] is not to receive or be entitled to receive any property under and by virtue of the will, or to receive any compensation for the services theretofore performed under this agreement. SECTION FIFTEEN. ARBITRATION

1. Any dispute or disagreement arising under the terms of this contract during testator's lifetime is to be submitted to arbitration.

2. _____ [Testator] will select one arbitrator, _____ [promisee] will select one arbitrator, and the two arbitrators so selected will select a third arbitrator.

3. An award made by a majority of the arbitrators is a final determination of the dispute or disagreement.

In witness whereof, the parties have executed this agreement at the place and on the day and year first above written.

[Signatures] [Acknowledgment]

Partnership, interest in.

As my interests are almost wholly in the state of _____ and in the firm of _____, and as it is my desire that the partnership may not be in any way embarrassed or even inconvenienced by my death, and as my confidence in my partners is unlimited, it is my will and desire that my interest in the copartnership shall be absolutely fixed and determined as it may appear in the private ledger kept by my brother, _____, less a deduction of _____ percent from the balance so appearing to my credit in the ledger as of _____ next preceding my death, which balance should correspond with that appearing in a duplicate of the private ledger in the possession of myself and _____, which the private ledger is examined and approved by me in each year.

In the event that my firm shall become a corporation or corporations owning real estate or personal property, or both, or my surviving partners shall determine to convert the partnership assets into a stock corporation or corporations, my interest in the partnership fixed as hereinbefore directed, may be paid in shares of stock at the election of my partners, either wholly or in part, of such corporation or corporations, such shares of stock to be accepted by my executors and trustees at their par or face value for my interest in the firm assets and also by any of the legatees named herein at like value, in payment in whole or in part of their legacies and in lieu of cash.

Nothing herein contained referring to my partnership interest in real or personal or mixed property is intended or is to be deemed to be in conflict with the agreements bearing date respectively _____[date], and _____[date], or any subsequent agreement between me and my partners. Should there be any real or apparent conflict between the agreements and the terms of this my will, the articles of agreement or the terms of this my will shall prevail as my surviving partners may determine.

Generally.

I direct that all estate and inheritance taxes, by whatever name called, becoming payable by reason of my death in respect to all property comprising my gross estate for tax purposes, whether or not such property passes under this my will, shall be paid as follows:

1.

If my husband, _____, shall survive me, as to the property passing under article _____ of this my will, the taxes shall be paid from the property disposed of by paragraph _____ of the article, and the amount of such taxes shall be limited to the amount which would have been payable if the property passing under the article _____ of this my will had constituted my entire taxable estate.

2.

In the event my husband shall survive me, the excess of such taxes over the amount payable in accordance with the provisions of paragraph _____ of this article _____ shall be paid from the property disposed of by article _____ of this my will and shall be apportioned among the beneficiaries under the article _____ in accordance with the provisions of section _____ of the _____ decedent estate law in effect at the time of my death.

Partnership to be formed.

I bequeath, to be held in equal joint ownership, to _____, in recognition of her long and faithful service in the employ of my brothers and myself; my nephew, _____; and my niece's husband, _____, all the real estate and machinery and equipment owned by me at the time of my death, without deduction for inheritance or legacy taxes. The bequest mentioned in this paragraph is conditioned upon the formation of a partnership within _____ years after my death by appropriate agreement, by the _____ people who are to receive it. They shall agree to continue the business, conducted by my brothers and myself, under the name of _____, without substantially changing the name, and to have an equal share in the assets and profits of their firm. Should any of the _____ people herein mentioned predecease me, this bequest shall go to the other or others remaining.

I direct my executors and trustees to extend cash credits, for working capital, to the partnership to be formed by the legatees under this third paragraph, not exceeding \$_____ at any one time, upon their notes, which shall bear interest at _____ per centum per annum. This credit shall be available for _____ years after the bequest is actually received.

For wife, child and descendants of child.

All the rest, residue and remainder of my estate, both real and personal, whatsoever, and wheresoever the same may be, I direct my executors, their survivors and successors to divide into five equal shares or portions; three of such shares or portions, I give, devise and bequeath to my executors, their survivors and successors, in trust, nevertheless, to invest, reinvest and keep the same invested and to collect the rents, issues and profits thereof, and to pay over the net income therefrom to my wife, _____, in quarterly instalments during her life, and upon her death to divide such three-fifths of my estate, together with any accumulated income therefrom into four equal shares or portions.

(a). Two of such shares or portions, I give, devise and bequeath to my daughter, _____, to her, her heirs and assigns forever and in case of her death leaving issue, then I give, devise and bequeath the same to her issue, to take per stirpes, and if she shall leave no issue surviving her, then I give, devise and bequeath the same to my son, _____, if he be living, and if not, to the children of my son, _____, in equal shares, share and share alike, children of any deceased child to take the parent's share, per stirpes.

(b). One of such shares or portions or one-fourth of said three-fifths of my estate, I give, devise and bequeath to my executors, and the survivors and successors of them, in trust, nevertheless, to hold the same, and to invest, reinvest and keep the same invested and to collect the rents, issues and profits thereof, and to pay the net income therefrom to my son, _____, during his life, and upon his death, I direct my executors, their survivors and successors, to pay over the principal of said share with any accumulated income therefrom to his lawful issue, him surviving in equal shares, share and share alike, children of any deceased child to take the parent's share, per stirpes.

(c). The last of such one-fourth shares or portions of three-fifths of my estate, I give, devise and bequeath to my executors, the survivors and successors of them, in trust, nevertheless, to hold the same and invest and reinvest and keep the same invested and collect the rents, issues and profits thereof and apply so much of the income as may be necessary or advisable to the descendants of my son, _____, during the lifetime of my grandson, _____, in their discretion, and to accumulate the balance of the income not so applied to the use of the descendants of my said son during the minority of my grandson, _____, and upon the arrival of my grandson, _____, at the age of twenty-one years, to turn over to him, the balance of the accumulated income therefrom, and upon his arrival at the age of thirty years or prior decease, to divide the said principal sum and any accumulated income therefrom among the lawful issue of my son, _____, in equal shares, share and share alike, per stirpes and not per capita; and if there be no lawful issue, then to pay over the same to my son, _____, and if he be not living, then to the issue of my daughter, _____, in equal shares, per stirpes, and I hereby expressly authorize my executors and trustees, the survivors and successors of them, to apply in their discretion, such income to the persons entitled thereto, in such manner and in such amounts as they may deem advisable and proper for the care and maintenance of said children.

Partnership interests, disposition of.

I authorize and empower my executors and trustees hereinafter named or such of them as shall qualify and undertake the execution of this my will and the survivors or survivor of them and their successors to sell my interest in the firm of _____ to my surviving partners for a sum which equals the value of my interest therein at the date of my death, the value of which interest shall be determined upon the inventory value of all the property of the firm, including the capital invested, stock on hand and bills and accounts receivable, and deducting outstanding bills and accounts payable, but without including any valuation on the good will of the partnership, my interest in which I give and bequeath to my surviving partners absolutely, provided they purchase my interest from my executors and trustees as herein provided, and I authorize my executors to receive in payment for my interest in the partnership the notes of the surviving members of my partnership bearing interest at _____ percent per annum, and payable _____ thereof within _____ years from the date of my death and the other _____ thereof within _____ years from the date of my death, with the privilege of paying all or any of the notes before maturity. If my surviving partners shall not, for any reason, purchase my interest on the terms set out herein, then I direct my executors and trustees to take such proceedings as are necessary to liquidate my interest in the firm as soon after my death as may be practicable, consistent with the character and operations of the firm.

Partnership insurance trust.

Agreement executed between _____, of _____[address], _____[city], _____ County, _____[state], and _____, of _____[address], _____[city], _____ County, _____[state], (referred to in this agreement as partners) and _____[trust company], of _____[address], _____[city], _____ County, _____[state], (referred to in this agreement as trustee).

RECITALS

A. Partners are doing business as a partnership under the firm name _____ with business address at _____[address], _____[city], _____ County, _____[state], with each partner having an equal interest in the partnership business; and

B. Partners wish to liquidate their interest in the partnership upon their death and accordingly have designated trustee as beneficiary in such policies of insurance described in the attached Exhibit _____ and made a part of this agreement, and for that purpose have delivered such policies to trustee;

Therefore, in consideration of the foregoing and the mutual covenants of the parties in this agreement, the parties agree as follows:

SECTION ONE.

TRUSTEE TO HOLD POLICIES

The insurance policies described in Exhibit _____, which have been delivered to trustee, shall be held by such trustee who will

also hold and administer their proceeds, together with any additional policies and their proceeds as the parties may subsequently add to this trust, for such purposes and upon such terms and conditions as provided for in this agreement.

SECTION TWO. PAYMENT OF PREMIUMS All insurance premiums, assessments, and charges imposed for such insurance policies shall be paid for by the partnership and shall be charged upon the books of the partnership to the capital accounts of each partner. SECTION THREE. PAYMENT OF DIVIDENDS All dividends payable upon such policies, if any, shall be paid to the partnership, and shall be credited upon the books of the partnership to the capital accounts of each partner. SECTION FOUR. PAYMENT OF PROCEEDS

Upon the death of either partner, trustee shall collect the proceeds of the insurance policies insuring the life of the deceased partner, and pay from such proceeds, after deducting the necessary costs and expenses of the administering the trust, a sum equivalent to _____[one-half] of the value of the partnership business as determined in Section Six of this agreement, to the personal representative of the deceased partner, or if no personal representative shall have been appointed within _____ months after the death

of such partner, then to such partner's legal heirs. SECTION FIVE. INSUFFICIENCY OR EXCESS IN PROCEEDS

If the net proceeds of the insurance policies are insufficient to pay such _____[one-half] of the value of the partnership business, the entire net proceeds shall be paid over to the deceased partner's personal representative or heirs, as provided in Section Four, and the surviving partner shall pay the difference from such surviving partner's personal funds. If the net proceeds are more than sufficient to pay such _____[one-half] of the value of the partnership business, the excess shall be paid over to _____.

SECTION SIX.

FIXING VALUE OF PARTNERSHIP

The value of the partnership business for purposes of this agreement shall be fixed at _____ Dollars (\$_____) or its book value,

whichever is greater. The book value shall be determined as follows: _____.

SECTION SEVEN.

TERMINATION OF INTEREST IN PARTNERSHIP

After the payments are made as provided in Sections Four and Five, the interest of the deceased partner in the partnership shall

terminate and shall be immediately transferred to and vest in the surviving partner. SECTION EIGHT.

TERMINATION OF TRUST This trust shall terminate after the payments are made as provided in Sections Four and Five.

SECTION NINE.

DELIVERY OF POLICY TO SURVIVING PARTNER

Upon termination of the trust, the trustee shall deliver to the surviving partner the insurance policy insuring such

surviving partner's

life.

SECTION TEN.

TRUSTEE'S FEES

The trustee shall be entitled to a fee of _____ Dollars (\$_____) for administering the trust, to be paid by _____[the

partnership or as the case may be]. SECTION ELEVEN. PERSONS BOUND

This agreement shall be binding upon the parties, their respective heirs, successors, assigns, or legal representatives.

SECTION TWELVE.

LAW APPLICABLE

This agreement shall be governed by the laws of _____[state]. In witness whereof, the parties have executed this agreement at _____[designate place of execution] on _____[date]. [Signatures]

Partnership insurance trust.

This trust agreement made and executed at _____ on _____ [Date], by and between _____ and _____, of _____, called partners, and _____ trust company, of _____, called trustee, witnesseth: Whereas, partners are doing business as such under the firm name of _____ in the city of _____, state of _____, and each of the partners has an equal interest in the partnership business; and

Whereas, partners each desire to liquidate their interest in the partnership upon their death and in pursuance thereof have designated trustee as beneficiary in such policies of insurance described in schedule A attached and made a part hereof, and have delivered such policies to trustee;

Now, therefore, in consideration of the mutual covenants of parties herein contained, parties agree that trustee shall hold the insurance policies, and hold and administer their proceeds, together with any additional policies and the proceeds thereof that may from time to time be added to this trust for the uses and purposes and upon the terms in this agreement set forth.

1.

All insurance premiums, assessment and charges of every kind shall be paid by partnership and shall be charged upon the books of the partnership to the capital accounts of each partner.

2.

Any and all dividends payable upon the policies held hereunder shall be paid to partnership, and shall be credited upon the books of partnership to the capital accounts of each partner.

3.

Upon the death of either partner, trustee shall collect the proceeds of the insurance payable under the terms of the policies insuring the life of the partner.

4.

Trustee shall pay from the proceeds of such policies, after deducting the necessary costs and expenses of the trust, a sum equivalent to _____ [state fractional share] of the value of the partnership business as hereinafter determined to the personal representative of deceased partner, or if no personal representative shall have been appointed within _____ months after the death of the partner, then to his heirs.

5.

If the net proceeds of the insurance policies are insufficient to pay such _____ [fractional share] of the value of the partnership business, the entire net proceeds shall be paid over as hereinabove provided, and the surviving partners may pay the difference.

6.

The value of the partnership business for the purposes of this agreement shall be fixed upon a basis of _____ dollars or the book value as determined hereunder, whichever shall be the greater. The book value shall be determined as follows: _____.

7.

This trust shall terminate on the payment of the _____ [fractional part] of the value of the partnership business, or payment of the net proceeds plus the contributions by the surviving partners as above provided.

8.

Upon such payments being made as above provided, the interest of the deceased partner in and to partnership shall cease and thereupon pass to and vest in the surviving partners.

9.

Upon termination of the trust as herein provided trustee shall deliver to the surviving partners the insurance policies held hereunder insuring their lives.

10.

Each partner reserves the right to withdraw from time to time any or all of such policies and deposit or pledge the same as collateral security for a loan or loans, provided that each partner consents to any such act by an instrument in writing delivered to trustee, signed by all partners.

This agreement shall be binding upon the parties hereto, their heirs, assigns, executors and administrators.
In witness whereof, etc.

Ordinance approving development plan.

Whereas, _____ homes, inc. [developer], has filed with the city planning commission a development plan for a tract of land consisting of _____ acres as required by section _____ of the ordinance; and

Whereas, the city planning commission has approved said development plan after public notice and hearing; and

Whereas, the _____ city council has given public notice and held a public hearing on said development plan; and

Whereas, council finds that for the said tract as a whole, excluding street area, but including area to be devoted to parks, parkways or other permanent open spaces, there will not be less than the required area per family for the area district in which such tract of land is located for each family which under such development plan may be housed on such street; and

Where, council further finds that under such development plan for appropriate use of property adjacent to the area included in such development plan is fully safeguarded; Now, therefore, be it ordained by the council of the city of _____:

Section 1. That the development plan of _____ homes, inc. [developer], for _____ acres of land located at the northeast corner of Jasmine Way and Aphrodisiac Boulevard, and the same is hereby approved, and the application of use, height, area and yard regulations established in part _____, planning and zoning code are hereby modified as required by such development plan.

Section 2. That the development plan referred to in section 1 hereof pertains to the following described real estate: _____[legal description]; containing in all _____ acres.

Section 3. That the clerk of the council is authorized and directed to cause publication of this ordinance to be made in a summary manner as provided by the city charter.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Option to grantor to repurchase.

1.

The grantor, his [her] heirs and assigns, shall have the option to purchase the property conveyed by this deed from the grantee for _____ dollars at any time after one year from date. The above option shall be a first lien upon the above described property and shall be a covenant running with the land.

2.

If the grantee is sued or goes into the hands of a receiver or into bankruptcy prior to the exercise of the above option, the grantor shall immediately have the right to exercise the option.

3.

The grantee shall, at the time this deed is delivered, execute a deed to the grantor for the property described and place it in escrow at _____ trust company.

4.

The grantor shall exercise his [her] option by giving _____ days' notice in writing of his [her] intention to do so to the grantee and at the expiration of the _____ day period by tender of _____ dollars to the escrow agent, _____ trust company, which shall deliver to the grantor the deed from the grantee to the grantor when the tender is made. If, however, the grantee is sued or goes into the hands of a receiver or into bankruptcy, the grantor may, immediately tender _____ dollars to _____ trust company, the escrow agent, which shall then deliver to the grantor the deed from the grantee to the grantor.

5.

The _____ days' notice which the grantor shall give to the grantee prior to the exercise of the option shall be delivered by registered mail addressed to the grantee at the premises described.

Option to extend license or purchase trademark and business.

If the license should be in force as of _____[date], licensee shall have the right and option either:

(a)

To purchase as of the close of business on that day at a purchase price of \$_____, all of licensor's right, title, and interest in and to the above-described trademark, _____, including the label and dress of the distinctive package used in connection with the trademark, and to the product manufactured and sold by licensor under the trademark, _____, and to all rights appurtenant to the trademark including whatever rights licensor may have in the trademark, _____, and to the formula and all other information which licensor may have relating to the manufacture and sale of the product sold under the trademark, _____, and that part of the goodwill of licensor's business connected with the use of, and symbolized by, the trademark, _____; election to exercise which right and option to purchase shall be made by licensee giving to licensor a written notice of its election to exercise such right and option and paying the purchase price to licensor on or before said _____[date]; or

(b)

To extend the term of this license until _____[date], upon the same terms and conditions so far as applicable, by licensee giving to licensor written notice of its election to exercise such right and option and by paying to the licensor \$_____ on or before _____[date], in addition to any royalties which may be then payable.

If the term of this license shall be extended pursuant to the above-described provision, then licensee shall have the right and option to purchase as of the close of business of any calendar month during such extended term at a price of \$_____ all of licensor's right, title, and interest in and to the trademark and in and to all of the other property and rights appertaining to the trademark and described in paragraph

(a)

of this section; election to exercise such right and option to purchase shall be made by licensee giving to licensor a written notice of its election to exercise such right and option and paying the purchase price of \$_____ to licensor on or before the effective date specified in such notice of election.

Objections to granting of application to amend zoning ordinance.

To: _____[appellate body, such as Board of Zoning Appeals] of the City of _____, State of _____.

The undersigned residents and taxpayers of the City of _____ and more particularly of the zone in which the amendment to _____[identification of ordinance] is to take effect, hereby strongly object to the granting of an application to amend the named ordinance by the _____[name of zoning authority] on _____[date], over our stated objections supported by oral testimony and documentation presented on the above date.

We object to the amendment for the following reasons:

1.

The present zoning ordinance exists to prevent crowded conditions that prevail in sections where there are no such ordinances. Any variance that will allow one person to exceed the building limits will prove a detriment to the property of all.

2. Granting such a variance would open the way for other property owners to expect similar variances of the ordinances.

3.

We feel that above-mentioned application should have been denied since a similar application by _____ was denied by the _____[zoning authority] on _____[date]. The application objected to does not set forth facts materially different from those in the application earlier denied. The laws of the State of _____ with respect to granting a variance such as this is that new conditions must have arisen since the first determination so as to constitute the application for amendment one based on a new state of facts. It is our position, thus supported, that the _____[zoning authority] has no right to grant this application.

Dated: _____

[Signatures]

Objection by owners of other property to variance.

To the Board of Zoning Appeals of the City of _____: _____[Name] has petitioned the Board of Zoning Appeals of the City of _____ for a variance to permit the erection of a _____ on _____[street], in _____[city], _____ County, _____[state]; and

The property is currently zoned for _____ purposes; and

The immediately adjacent property and surrounding area is zoned for _____ purposes and is fully developed, consisting of _____;

We, the undersigned property owners, hereby respectfully petition the board to deny such application for a variance on the following grounds:

1. To grant this application will adversely affect the real value of real property in our community.

2.

Our community is _____ in nature and to permit a part of such area to be used for _____ purposes, and particularly for _____ would violate the spirit of the zoning ordinances, impair public safety and welfare, and would do substantial injustice not only to the owners of properties immediately adjacent to the proposed site, but to the owners in the entire neighborhood.

3.

The vehicular traffic which is necessarily a part of a _____[proposed variance] will add to the already heavy traffic on _____[street] and would create a hazard to pedestrians and particularly to our children who are obliged, in most instances, to cross _____[street] going to and returning from school.

Wherefore, we respectfully ask that the application be denied. Dated: _____ [Signatures and addresses]

Notice of buyer's right to cancel home solicitation sales agreement.

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right." Notice of Cancellation [Enter date of transaction] You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you may remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to [name of seller], at [address of seller's place of business] not later than midnight of _____(date). I, by this notice, cancel this transaction. (Date) _____(Buyer's signature)

Notice of auction of remaining corporate assets by liquidating trustees—By publication.

Notice is hereby given that there will be offered at public sale on the _____ day of _____, at _____, certain assets now owned and held by _____, _____ and _____, liquidating trustees of the nonliquid and depreciated assets of _____ Company, and consisting of promissory notes secured by judgments entered in the court of common pleas of _____ County and promissory notes not secured by judgments, certain shares of corporate stock, one piece of real estate and whatever other items appear on the list hereinafter mentioned, all of which are more specifically and particularly shown on a certain list of assets, which list is presently lodged in the office of the sheriff of _____ County at the courthouse, in _____, and may be examined by any prospective bidder on any day except _____, between _____ a.m. and _____ p.m.

The above assets will be sold to the highest bidder either in bulk or separately, or partly in bulk and partly separately, at the decision of the sellers. The right is reserved to withdraw from the sale any part or all of the items referred to and as shown on the list at any time up to the date and hour of the sale. The right, however, is reserved to reject any and all bids.

_____, Solicitors of the Liquidating Trustees of _____ Company

Note in series issued by receiver.

On or before _____ months after date, the undersigned, _____ as receiver of _____, and not individually, promises to pay to the order of _____, at its office in the City of _____, the sum of \$_____, with interest at the rate of _____% per annum.

This note is one of a series of notes issued under the authority of an order of the District Court of the United States, for the _____ District of _____, made _____, in a cause pending in that court where _____ is plaintiff, and _____ is defendant, being consolidated in cause No. _____.

This note is, by the terms of the order, a first lien on all fixed property and assets of _____, owned by it at the date of the order or later acquired by it, and is prior in right to the mortgage of _____ to _____, as trustee.

This note is also, by the terms of the order, a first lien upon the proceeds of any fixed property and assets which shall be sold under the orders of the court, and the receiver is directed to apply all of the proceeds towards the payment of the note.

Payments on account of the principal of this note may be made at any time in the sums of \$_____ or more.

In witness whereof, _____, as receiver, but not individually, has signed this note this _____ day of _____.

Limited partnership for brokerage of real estate.

Agreement of limited partnership made on this _____ day of _____, 19____, by and among _____ BROKERS, INC., A _____ Corporation, as General Partner, and _____ as Limited Partners.

The above named parties agree to form a limited partnership under the Uniform Limited Partnership Law of the State of _____ on the following terms and conditions.

I. Name of Partnership

The name of the Partnership shall be _____ Associates, Ltd. referred to as the "Partnership."

II. Business of Partnership

The Partnership shall be formed for the purpose of engaging in the business of purchasing, owning, managing, leasing, selling and brokering real property, with a particular emphasis to brokering motels, hotels, commercial and multifamily real property for the benefit of the general public and in any other related matters as may be agreed on by the Partners.

III. Certificate of Limited Partnership

The parties to this agreement shall immediately execute a certificate of limited partnership and shall cause the certificate to be filed with the State of _____ Department of State, a certified copy of which shall be filed with the clerk of the circuit court of _____ County, _____. The amended certificates as may be required by the laws of the State of _____ shall be executed and filed by the partners as necessary.

IV. Place of Business

The principal place of business of the Partnership shall be _____ and in those other place or places as may be agreed on by the partners.

V. Contributions-General Partner

(a). Contribution to Capital. The general partner, as its respective share, shall contribute to the capital of the Partnership as follows:

..... Services or Other Property: Agreed Value of Service or
Other Property:
Brokers, Inc. Cash: _____

(b). When Contribution Is To Be Made. The contribution to the capital of the Partnership of the General Partner shall be made on or before _____.

(c). Effect of Failure To Make Contribution. If the General Partner fails to make its entire contribution to the capital of the Partnership on or before _____, this agreement shall be void and of no effect. In the event the General Partner fails to make its capital contribution, any contributions to the capital of the Partnership previously made by the Limited Partners shall be returned to the partners who have made these contributions.

VI. Contributions-Limited Partners (a). Contribution to Capital. Each Limited Partner, as his or her respective share, shall contribute to the capital of the Partnership as

follows:

Other Property: Agreed Value of Other

Property:

(b). Receipt of Contributions. Receipt of one-half of the capital contributions of each of the Limited Partners as above specified is acknowledged by the Partnership and its members.

(c). Additional Contributions. Each Limited Partner has agreed to contribute as capital the additional one-half balance of their contribution in cash within fifteen days after the initial subscription has been completed.

VII. Duties and Rights of Partners

(a). General Partner: Time To Be Devoted To Business. The General Partner shall devote to the business of the Partnership the following amount of time:

Name Time to Be Devoted

_____ Brokers, Inc. "Full Time"

(b). General Partner: Conflicting Business Activities. The General Partner, during the continuance of the Partnership, shall not pursue, or become directly or indirectly interested in, any business or occupation which is in conflict either with the business of the Partnership or with the duties and responsibilities of the General Partner to the Partnership.

(c). Limited Partners: Participation in Conduct of Business. No Limited Partner shall have any right to be active in the conduct of the partnership's business or have power to bind the Partnership in any contract, agreement, promise or undertaking.

VIII. Distribution of Profits

(a). Determination. The General Partner or successor General Partner shall have the right, except as provided, to determine whether Partnership profits from time to time shall be distributed in cash or shall be left in the business, in which event the capital account of all Partners shall be increased.

(b). Restrictions. Available distributable funds (net profits) shall be distributed, upon the approval of the General Partner, annually on a non-cumulative basis as follows: 100% to the Limited Partners until the Limited Partners have received a noncumulative annual return of 20% on their original Capital Contribution (the "Priority Distribution"). Annually, cash distributions shall be made 60% to the Limited Partners as a class and 40% to the General Partner. The General Partner shall distribute funds in a timely manner and shall not allow net profits to accumulate excessively.

(c). Distribution of Cash from Sale or Refinancing. Cash distributions from sale or refinancing shall first be distributed to the Partners in proportion to their Capital Contributions to the Partnership until such time as the Partners have received a return of their Capital Contributions (exclusive of the Priority Distributions). Thereafter, distributions shall be 60% to the Limited Partners as a class and 40% to the General Partner.

IX. Profit and Loss Sharing by Limited Partners.

(a). Net Profits. The Limited Partners shall receive the following shares of the net profits of the Partnership: The Partners' taxable income (and loss) will be allocated with respect to operations in accordance with the distribution of available cash to the Partners. Taxable income for sale or refinancing will be allocated to the Partners in proportion to the amounts of those proceeds to which they are entitled, subject to the Partners for tax allocation purposes only making up any negative basis in their Partnership capital account with respect to the allocation of income.

(b). Losses; Share. Each Limited Partner shall bear a share of the losses of the Partnership equal to the share of the profits to which he or she is entitled. The share of the losses of each Limited Partner shall be charged against his or her contribution to the capital of the Partnership.

(c). Losses; Maximum Liability. No Limited Partner shall at any time become liable for any obligations or losses of the Partnership beyond the amount of his or her respective capital contribution.

X. Profit and Loss Sharing by General Partners

(a). Expenses and fees. Expenses and fees incurred in connection with the formation of the business will be reimbursed by the Partnership.

(b). Profits. After provision has been made for the share of profits of the Limited Partners as provided, all remaining profits of the Partnership business shall be distributed between the General Partner in the following proportion:

_____ Brokers, Inc.: _____%

In addition to the above distribution, the General Partner shall receive, on a per-deal basis, an override of 10% of the Partnership gross commissions payable at each closing. The aggregate of these override commissions shall be credited against the 40% due to the General Partner as described above. In no event shall the General Partner receive a total annual compensation greater than 40% of the available distributable income of the Partnership.

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The General Partner shall be reimbursed for the following expenses as reflected in Exhibit II to the Agreement to enter into partnership: Travel, auto (gas and oil), entertainment. Each of these expenses, in order to entitle the General Partner to reimbursement, shall be business-related, shall be validated to the satisfaction of the Partnership's accountant, and shall in no event exceed _____ dollars in any year.

(c). Losses. After giving effect to the share of losses chargeable against the capital contributions of Limited Partners, the remaining Partnership losses shall be borne by the General Partner.

XI. Accounting

(a). Books of Account To Be Kept. It is agreed that there shall be kept, at all times during the continuance of this Partnership, good and accurate books of account of all transactions, assets, and liabilities of the Partnership. The books shall be balanced and closed at the end of each fiscal year, and at any other time on reasonable request of any General Partner.

(b). Method of Accounting. All accounts of the Partnership shall be kept on a cash basis. All matters of accounting for which there is no provision in this agreement are to be governed by generally accepted methods of accounting.

(c). Calendar Year Basis. The profits and losses of the Partnership and its books of account shall be maintained on a calendar year basis until otherwise determined by the General Partner.

(d). Place Where Books To Be Kept; Inspection. The Partnership books of account shall be kept at the office of the General Partner, and shall be open for inspection by any Partner at all reasonable times.

(e). Capital Accounts. A capital account shall be maintained on the Partnership books on behalf of each Partner. The account shall be credited with that Partner's contribution to the capital of the Partnership and shall be debited and credited in the manner prescribed by Article XI(f).

(f). Income Accounts. An income account shall be maintained on the Partnership books on behalf of each Partner. The account shall be closed to the capital account of each Partner at the close of each fiscal year.

As soon as practicable after the close of each fiscal year, and at such other times as the Partners may decide, the income account of each partner shall be credited with that partner's distributive share of profits or debited with his or her share of losses.

Any losses to be debited to a Partner's income account that exceed the credit balance of the account shall be debited to that Partner's individual capital account. If, as a result of the debiting a Partner's individual capital account with the excess losses, his or her capital account is depleted, future profits of that Partner shall be credited to his or her capital account until the depletion has been eliminated.

(g). The General Partner shall distribute to the Limited Partners a P&L quarterly statement, which shall be delivered in a timely fashion.

XII. Substitution, Assignments, and Admission of Additional Partners

(a). Substitution for Limited Partners; Sale or Assignment of Interest. No Limited Partner may, without the written consent of all the other Partners, substitute a Partner in his or her stead.

(b). Additional General or Limited Partners. Additional General or Limited Partners may be admitted to the partnership on terms as may be agreed on in writing between all the Partners and the new Partners. The terms so agreed on shall constitute an amendment of this Partnership agreement.

XIII. Termination of Interest of Limited Partner; Return of Capital Contribution

(a). Termination of Interest. The interest of any Limited Partner may be terminated by:

(1). Dissolution of the Partnership for any reason provided.

(2). Agreement of 90% of the Partners.

(3). Consent of the personal representative of a deceased Limited Partner and all of the remaining Partners.

(b). Payment on Termination. On the termination of the interest of a Limited Partner, there shall be payable to the Limited Partner, or to his or her estate, the value of his or her interest, as determined by Article XIII(c), as of the date of termination. The payment shall be made within three (3) months of the termination of the Limited Partner's interest, provided that all funds due have actually been received by the Partnership.

(c). Value of Limited Partner's Interest. The value of a Limited Partner's interest in the Partnership shall be computed by (1) adding the total of (a) the Limited Partner's capital account, (b) his or her income account, and (c) any other amounts owed to him or her by the partnership; and (2) subtracting from the sum of the above totals the sum of the total of all amounts owed by that Limited Partner to the Partnership. For the purposes of valuation, it is agreed that the good will of the partnership business, as well as other intangible items, is not to be valued.

XIV. Term of Partnership; Dissolution

(a). Term; Dissolution. The Partnership term shall commence on _____ at 5:00 P.M., and continue for ten years unless terminated earlier according to the terms of this agreement in one of the following ways:

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(1). On the dissolution of the Partnership by law.

(2). On dissolution at the close of the month following the qualification and appointment of the personal replacement having been agreed upon by the Limited Partners in accordance with the terms of this agreement.

(b). Right To Continue Business on Death, Retirement, or Insanity of General Partner. On the death, retirement, or insanity of any General Partner, the remaining Partners shall have the right to elect to continue the business of the Partnership under the same name, by themselves, or with any additional persons they may choose. In the event of death of the General Partner, _____[one of the Limited Partners] shall serve as the General Partner and _____ Brokers Inc. shall revert to a limited partnership status. If the Partners remaining desire to continue the business, but not together, the Partnership shall be liquidated.

(c). Payment if Partnership Continued. If the remaining Partners elect to continue the business under Article XIV(b), they shall pay to the Retiring partner, the estate of a deceased General Partner, or the legal representative of an insane General Partner, the value of the Partner's interest as determined by Article XIV(d), as of the date of the Partner's death or withdrawal from the Partnership. The payment must be made within three (3) months after the General Partner's death or withdrawal, provided that all funds have actually been received by the Partnership.

(d). Value of General Partner's Interest. The value of a General Partner's interest in the Partnership shall be computed by (1) adding the totals of (a) the General Partner's capital account, (b) his or her income account, and (c) any other amounts owed to him or her by the partnership, and (2) subtracting from the sum of the above totals the sum of the total of (a) his or her drawing account, and (b) any amount owed by him or her to the partnership. For the purposes of valuation, it is agreed that the good will of the Partnership business, as well as other intangible items, not be valued.

XV. Amendments

This agreement, except with respect to vested rights of the Partners, may be amended at any time by a majority vote of the Partners.

XVI. Binding Effect of Agreement

This agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

In Witness the parties have executed this agreement on the date first written above.

Ordinance.

Section 1. An appeal may be made to the board of zoning appeals by any city official or by any person aggrieved by or affected by any decision of any city official or agency in the enforcement of the provisions and regulations of the zoning ordinances of this city. Such appeal shall be made within _____ days from the date of such decision.

Section 2. Every person making an appeal shall file with the board of zoning appeals and with the agency filing the decision appealed from a copy of the application of appeal.

Section 3. The board of zoning appeals shall prescribe the form, scope and content of the application required, and the information to be furnished in connection therewith. No application shall be accepted by the board unless it is complete and in compliance with all such requirements.

Section 4. The application shall be accompanied by a fee in the sum of _____ Dollars (\$_____).

Section 5. On receipt of the application for appeal by the board of zoning appeals, the secretary of the body rendering the decision appealed from or _____[the city clerk or as the case may be] shall transmit to the board of zoning appeals all papers constituting the record on which the action appealed from was made.

Section 6. The filing of an application of appeal shall stay all proceedings and the action appealed from, unless a statement is filed by the agency rendering the decision appealed from that such a stay would pose an imminent peril to life or property. In such cases, proceedings shall be stayed only on a restraining order being issued by the _____[applicable city body, if any] or by a court of this state.

Section 7. The board of zoning appeals shall fix a reasonable time for the public hearing of the appeal, giving public notice thereof, by one publication in a newspaper of general circulation in the city at least _____ days prior to such hearing, as well as due notice to the parties in interest, and shall act on the appeal within a reasonable time. Any party desiring to be heard during the hearing may appear in person or may be represented by an agent or attorney.

Section 8. Before the time set for the public hearing, the board of zoning appeals shall review all materials relating to the appeal, and shall, at the hearing, hear all persons interested in the subject matter.

Section 9. After the public hearing, the board of zoning appeals, on good cause being shown, shall confirm wholly or partly, modify or reverse the decision from which the appeal is made, shall report such action in the minutes, and shall notify all interested parties of its decision.

STANDARD CONTRACT TERMS AND CONDITIONS FOR MERCHANDISE WAREHOUSEMEN
(APPROVED AND PROMULGATED BY THE AMERICAN WAREHOUSEMEN'S ASSOCIATION, OCTOBER 1968)

ACCEPTANCE—Sec. 1

(a). This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the reverse side of the contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within 30 days from the proposal date shall constitute such acceptance by depositor.

(b). In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.

(c). This contract may be cancelled by either party upon 30 days written notice and is cancelled if no storage or other services are performed under this contract for a period of 180 days.

SHIPPING—Sec. 2

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the next preceding sentence, warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods. Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors and assigns.

TENDER FOR STORAGE—Sec. 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

STORAGE PERIOD AND CHARGES—Sec. 4

(a). All charges for storage are per package or other agreed unit per month.

(b). Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.

(c). Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

(d). When mutually agreed by the warehouseman and the depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

(a). Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

(b). The warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to the depositor of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such depositor or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman may, without notice, move goods within the warehouse in which they are stored.

(c). The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If

goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(d). If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e). If as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. The warehouseman, after a reasonable effort to sell the goods, may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

HANDLING—Sec. 6

(a). The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.

(b). Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.

(c). Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor.

(d). When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.

(e). The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

DELIVERY REQUIREMENTS—Sec. 7

(a). No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.

(b). When a negotiable receipt has been issued no goods covered by that receipt shall be delivered, or transferred on the books of the warehouseman, unless the receipt, properly indorsed, is surrendered for cancellation, or for indorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.

(c). When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if unable to do so because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

EXTRA SERVICES (SPECIAL SERVICES)—Sec. 8

(a). Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.

(b). Special services requested by depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge.

(c). Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.

(d). By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.

(e). Communication expense including postage, teletype, telegram, or telephone, will be charged to the depositor if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

BONDED STORAGE—Sec. 9

(a). A charge in addition to regular rates will be made for merchandise in bond.

(b). Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of

the storage period fixed by law.

MINIMUM CHARGES—Sec. 10

(a). A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.

(b). A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

LIABILITY AND LIMITATION OF DAMAGES—Sec. 11

(a). THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

(b). GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS OR INJURY HOWEVER CAUSED.

(c). THE DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO _____, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT A MONTHLY CHARGE OF _____ WILL BE MADE IN ADDITION TO THE REGULAR MONTHLY STORAGE CHARGE.

NOTICE OF CLAIM AND FILING OF SUIT—Sec. 12

(a). Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(b). No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within 9 months after date of delivery by warehouseman or within 9 months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

Memorandum forms.

[Place and date]

Contract: Made in duplicate between _____ of _____ (representing the _____ Company), (seller), and _____ (buyer).

Material: [Subject-matter stated].

Quantity: [For instance: _____ to _____ tons of _____ pounds each, for shipment in carload lots during the year _____ [year] to _____, it being understood that we are not bound to ship more than _____ tons in any thirty consecutive days].

Price: [For instance: _____ per hundred pounds, basis of _____%, actual rate, in drums, carload shipments, f.o.b. _____, State of _____, etc.].

Terms: Cash in _____ days from date of each shipment less _____%.

Extensions: This contract is made subject to extension in cases of fire, flood, strikes, or any unavoidable accidents to the machinery or works of the producers or sellers of this material, or from any interference by reason of which buyers or sellers are prevented from producing or receiving the goods, otherwise to be fulfilled in good faith, and in such event, the deliveries thus suspended are to be made at the same rate after such disabilities have been removed.

Accepted:

_____ by _____ [signature]

_____ by _____ [signature]

Local business district.

SECTION ONE. PURPOSE Local business districts are intended to provide a wide range of goods and services to a large consumer population coming from an extensive area. Within this district, automobile-related activities are of major significance. Good access by motor vehicle or public transit is important to local business districts, which should preferably be located adjacent to intersections of major thoroughfares and in close proximity to public transit transfer points. SECTION TWO. USES PERMITTED IN LOCAL BUSINESS DISTRICTS In a local business district, no building or land shall be used and no building shall be erected that is arranged, intended or designed for any use other than those specified in this section, as follows:

2.1. Any use permitted in a neighborhood shopping district as set forth in _____[cite applicable section(s) of zoning code or ordinance].

2.2. Retail sales as follows:

(a). Sale of any product from within a building, excluding a second-hand store, shop or yard, the principal business of which is to deal in used wearing apparel; household equipment other than antiques; automotive parts and supplies, machinery parts and supplies, or other mechanical parts and supplies.

(b). Preparation and sale of food and/or drink for consumption on the premises or elsewhere with or without the provision of music or entertainment.

(c). Motor vehicle sales and service, provided that motor vehicle servicing be done only within an enclosed building and that auto body repair, rebuilding or painting is to be done only as a part of a motor vehicle sales and service establishment in which not more than _____ percent (____%) of total floor space is devoted to auto body repair, rebuilding or painting.

(d). Motor vehicle service stations, not including heavy truck (exceeding two (2) tons in weight) service stations.

(e). Plant nurseries and greenhouses, including the sale of flowers, plants or garden equipment from either inside or outside a building.

2.3. Offices, including ticket and/or travel agencies.

2.4. Theaters, except drive-in theaters.

2.5. Hotels and motels.

2.6. Schools, colleges and training institutions.

2.7. Membership organizations of the following types:

(a). Business or professional.

(b). Civic, political, social or fraternal.

(c). Religious or charitable.

2.8. Repair or servicing of consumer products within an enclosed building, as follows:

(a). Automobiles and other automotive vehicles, as prescribed in Subsections 2.2(c) and 2.2(d), above.

(b). Other consumer products.

2.9. Ambulance service.

SECTION THREE.

SPECIAL EXCEPTIONS

In a local business district, no land shall be used and no building or occupancy permit or any license as required by the _____[city] Municipal Code shall be issued for any of the following specified uses until the Board of Appeals, after receiving a report thereon from the City Planning Commission and after due notice to the parties in interest and public hearing, has determined that the special exception for the use is consistent with the spirit and purpose and intent of this ordinance, will not substantially and permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.

3.1. Motor vehicle dismantling yard, provided: (a). All activities are conducted within a completely enclosed building or within an area enclosed on all sides by a solid wall or fence at least _____[number] feet in height. (b). Inoperative motor vehicle bodies may not be stacked above the plane established by the top of the required surrounding wall.

3.2. Rental, sales, display and repair of operative contractor's and heavy equipment.

3.3. Contractor's equipment storage, or contractor's plant.

3.4. Feed or fuel storage or sales.

3.5. Tire recapping or retreading.

SECTION FOUR.
YARD REQUIREMENTS

Whenever a premises in a local business district abuts on a property in a residential district, a side and/or rear yard of not less than _____[number] feet in width shall be provided.

Life estate with power to use principal, if necessary, for support.

I give _____[e.g., all the remainder and residue of my estate] to my daughter to have and to hold the same for and during her life, she to have full power to manage and control the same as she shall deem best and to have power to sell any real estate thereof whenever in her judgment it is advisable so to do, without any order of court, at public or private sale as she may deem best and on such terms as she shall see fit and to invest the proceeds of the sale in other real estate or such securities as she may deem advisable, provided [on condition subsequent] that out of the gross income from the estate she pay all taxes and assessments levied against all real [and personal] property in the estate and keep all property in the estate in good repair and adequately insured to the full value thereof, and the net annual income from the estate, after the payment of all taxes, assessments, repairs, insurance and all other proper costs and expenses connected with the management of the estate, shall be had by her for her own use and benefit so long as she shall live, and if the net income from the estate should be deemed by her insufficient for her care and support, she shall have full power to use any part of principal of the estate for her care and support and for her needs.

Life estate in real property.

I give and devise unto my wife, _____, all real estate of which I may die seized, of whatsoever the same may consist or wheresoever the same may be located, to have and to hold for and during the period of her natural life, but I hereby authorize my wife, as executrix, to borrow any sum or sums of money necessary to pay my debts, including debts secured by mortgages upon my real estate, and to execute and deliver promissory notes evidencing such debts, and I authorize my wife, as executrix, to execute, acknowledge and deliver any mortgage or mortgages or trust deed or deeds upon any of my real estate to secure the payment of said note or notes, and I further authorize my wife, as executrix, if in her judgment it is deemed advisable, to sell and by proper deed or deeds of conveyance to convey all or any part of my real estate, upon such terms as she may deem advantageous, the proceeds thereof to be used, if necessary, to pay my debts and costs of administration, any excess shall be reinvested by my wife, as executrix, in either safe income-producing securities or in other real estate, the use and income therefrom only to be used by my wife for the support of herself and children, provided, however, my wife shall have the right from time to time to use such part of the principal of my estate, whether real or personal, as may be necessary for the proper support and maintenance of herself and the proper maintenance, support and education of my children. Upon the death of my wife, _____, the remainder of my estate, whether real estate or the proceeds of the sale of real estate, I hereby give, devise and bequeath to my children share and share alike, the child or children of any deceased child to take the share the parent would have taken if living.

License to use trademark.

A here grants to B the sole and exclusive right to use the name Coca-Cola and all the trademarks and designs for labels now owned and controlled by A, upon any bottles or other receptacles containing the mixture described above, and the right to vend such preparation or mixture bottled or put up as described-above, in all the territory contained in the boundaries of the United States of America, except the six New England states and the states of _____ and _____. This right to use the name Coca-Cola and the trademark and label furnished is to be applied only to the carbonated mixture described, and is not intended to interfere in any way with the business and use of the same as now operated by A nor to apply to the soda fountain business as now operated by various parties. The rights of B under this contract may be by them transferred to a company, the formation of which is now contemplated by them to be known as _____, but no transfer of their rights under this contract to any other party or parties shall be made without the consent of A.

In consideration of the consent of the Coca-Cola Company to the use of the name Coca-Cola as a part of the corporate name of B, and its further consent to use by B of the trademark Coca-Cola on the product so sold, B agrees not to manufacture, deal in, sell, offer for sale, use or handle, nor to attempt to do so, either directly or indirectly, any product that is a substitute for or imitation of Coca-Cola.

Nothing in this license, however, shall give to B any interest in the name Coca-Cola, labels, etc., except the right of usage in connection with bottled Coca-Cola nor shall this contract in any way interfere with the use of name Coca-Cola, labels, etc., in connection with the fountain product of A; it being agreed that the use given with this license shall be confined to the bottled product, the name, labels, etc., in connection with the fountain product to be used as A deems fit and advisable, in any and all territory.

Authorizing carrying on of business by executor.

I, _____, of _____, do make, publish, and declare this as and for my last will and testament, revoking and annulling all other and former wills by me at any time heretofore made.

1. I direct the payment of all my just debts as soon as practicable after my death.

2.

I direct that my executors, hereinafter named, or such of those named as shall qualify as such, their survivors or successors, shall prosecute and carry on with my estate and property my present business, under the firm name of _____, for and during the lifetime of my wife, _____, and my daughter, _____, and the survivor of them, and that all profits and gains arising from the business shall, after the sums set apart for the support of my wife and children, as hereinafter provided, are deducted, be added to and form a part of the working capital of my estate.

3.

From the income and profits of my estate my executors shall pay to my wife, _____, during her life, \$_____ net per annum, to be paid in equal monthly payments upon her individual receipt, free from any abatement or reduction for any charge or tax whatsoever.

4.

I give to my wife, _____, also, and to her heirs forever, all my household furniture, beds, bedding, pictures, books, jewelry, silverware, and plate owned by me at my death; also, the use and occupation, rent free, during her lifetime, of my residence in _____, and my country place at _____, the same to be kept in repair by my estate. These provisions for my wife, _____, shall be in lieu and bar of all claims for dower she may have in my estate.

5.

From the surplus income of my estate my executors shall support, educate, and maintain my child or children surviving me, or such as may be born alive of my wife within nine months after my death, until they severally attain the age of 25 years, up to which age such executors may advance any child or children such moderate sum or sums of money as in their best judgment will benefit or promote the happiness or comfort of such child or children, such advances to be charged against them. When any child attains the age of 25, executors shall pay over to such child the full sum per annum, or income, to which he or she may be entitled from out the profits of said business after my wife's annuity is paid her, with expenses thereof, and my executors shall so apportion and divide such income and profits that

my son shall receive twice the sum per annum that my daughters receive. In case of the death of any child or children of mine, leaving lawful issue surviving, then the parent's share shall be paid to such issue, if of age, or used for their education, support, and maintenance (or so much thereof as may be necessary), by my executors, until said issue attains the full age of 21 years, when such income shall be paid to them in full. Upon the death of my wife and my daughter, _____, the business shall be closed, and my entire estate settled and divided among my children or their descendants, if any have died leaving children, equally, per stirpes. In case of the death of all my children, leaving no lawful issue or descendants them surviving, upon the death of my wife, my business being closed, all my estate of every kind, with all accumulations, profits, and gains arising from business or otherwise, shall be divided equally among my sisters, _____ and _____, and my niece, _____ (daughter of my deceased brother, _____), share and share alike, the descendants of such as may have died taking per stirpes, not per capita; or if either have died leaving no issue or descendants, then such share shall be given to the survivor of those above named.

6.

I appoint as the executors of this my will _____, _____, _____, and _____, and authorize them, or the survivor or the executors or executor for the time being of my will, to sell and convey all or any part of my real estate left by me as they or he or she may deem advisable, and to give good and valid deeds therefor, with full power to change securities and investments at their discretion. My executors and my wife shall be the guardians of the estates of my children during their minority. In the prosecution of my business as above directed, the executors shall not be liable personally for any losses or debts except those arising from bad faith or gross mismanagement. In witness whereof I have hereunto set my hand and seal on _____[date].

Letter of intent.

LETTER OF INTENT FOR BUILD TO SUIT LEASE

LESSOR: _____, Ltd./_____ Corp.

LESSEE: _____ Corporation

BUILDING STRUCTURE: Pre Cast Concrete/Structural Steel Frame, One Story, 28' Clear Height

OFFICE EXTERIOR: Brick/Glass Curtain Wall, One Story

OFFICE INTERIOR: Class "A" Building Standard, per spec

FLOOR SLAB: 7inch1; 4,000 psi unreinforced concrete floor slab throughout the distribution facility Phase I & Phase II

ROOF: Mechanically fastened R 12 insulation, 15 year warranty, EPDM System

HVAC SYSTEM: Office: A/C & Gas Heat Systems Distribution: Ventilated Fans & Gas Heat, Smoke Evacuation Systems

CLEAR HEIGHT: 28'

AUTO PARKING: 206 spaces

TRAILER PARKING: 38 spaces

TRUCK DOCKS: 42 Total 8' x 10'/1 Total 14inch1; x 12'

LEASE TERM: 10 years (triple net)

GROSS BUILDING AREA: Initial Quotation 320,000 square feet Phase I 123,125 square feet Phase II 443,125 square feet Total

GROSS BUILDING AREA:

Revised Phase I

Distribution: 300,000 s.f.

Configuration: 35,000 s.f.

Distr/Office: 5,000 s.f.

Main Office: 20,000 s.f.

360,000 s.f.

Revised Phase II

Distribution: 85,625 s.f.

TOTAL: 445,625 s.f.

SITE AREA: 16.74 Acres (+/-) LEASE RATE: Note: Includes front end free rent prior to August 1, _____.

Initial Quotation 10 Year Revised Quotation 10 Year

Term Yrs. 1–5 Yrs. 6–10 Rate/SF \$2.85 \$3.06 Term Yrs. 1–5 Yrs. 6–10 Rate/SF \$2.78 \$3.05

Optional Renewal

Yrs. 11–15 \$3.49 Average Lease Rate Years 1–10 = \$2.95 Yrs. 11–15 \$3.48 Average Lease Rate Years 1–5 = \$2.69

EXPANSION SCENARIOS/COSTS/RATES

I. EXPANSION OPTION ONE PROJECT PHASE II (To expand adjacent to Phase I facility)

TOTAL SQUARE FOOTAGE: 85,625 S.F.

PROJECT COST OF CONSTRUCTION:

A) Concurrent \$2.78 PSF B) 3–9 Months \$2.82 PSF C) 9–24 Months \$2.86 PSF

II. EXPANSION OPTION TWO PROJECT PHASE III (J.B. Hunt tract adjacent to Phase I)

TOTAL SQUARE FOOTAGE: 210,000 S.F. PROBABLE TIMING: 12–24 Months COST OF LAND

ACQUISITION: \$720,000 PROBABLE COST OF DEMOLITION OF EXISTING CONSTRUCTION: \$90,000

210,000 SF OF FREE STANDING DISTRIBUTION/OFFICE FACILITY TILT UP STRUCTURAL STEEL:

\$3,885,000/\$18.50 PSF

PHASE II EXPANSION

LEASE RATE PER S.F.:

Yrs. 1–5 12–24 Months \$3.36 24–36 Months \$3.40 36–48 Months \$3.44

PHASE II EXPANSION

LEASE RATE PER S.F.:

Yrs. 6–10 Yrs. 11–15 \$3.57 \$4.07

III. EXPANSION OPTION THREE PROJECT PHASE IV (Nike tract)

TOTAL SQUARE FOOTAGE: 290,000 S.F.

PROBABLE TIMING: PROBABLE COST OF LAND ACQUISITION: PROBABLE COST OF CONSTRUCTION:
\$5,437 24–54 Months \$780,000 PSF ,500/\$18.75

LEASE RATE:

24–48 Months Yrs. 1–5 \$3.12 Yrs. 6–10 \$3.33 Yrs. 11–15 \$3.73

LEASE

TYPE: Triple net where _____ Constructors will provide a standard 1 year warranty for all construction performed on the project. Further, _____ Constructors will issue an additional warranty limited to the structure, foundation, concrete slab, structural frame, roof deck (metal), and all exterior walls for a period of 24 months from the date of occupancy. No warranty, real or implied, by Contractor or Owner will be in force past the 24th month of occupancy. The warranty shall survive any sale of the facility to the third party. The User shall be responsible for all Taxes, Insurance, Building Maintenance, and Common Area Maintenance/Landscaping on the property for the entire term of the Lease.

PURCHASE OPTION: Lessor grants to Lessee a Right to Purchase for the fixed price of \$10,050,000 upon completion of Phase I of the Project. Lessor grants an additional Right to Purchase Phase I of the Project at the end of year 5 for \$10,900,000. In the event, Lessee does not exercise its Right to Purchase Phase I of the Project at the end of the first 5 year term of the Lease, Lessee agrees to extend the primary term of the Lease to include years 11–15 renewal option period.

ALTERNATIVE OPTION TO PURCHASE: Lessor agrees to grant to Lessee an ongoing Right of First Refusal to Purchase the Premises based on the same terms and conditions of a bonafide offer, as may be presented to Lessor by Lessee.

LEASE COMMENCEMENT: Assuming Landlords receipt of Binding Letter of Intent by February 2, _____, and very timely approval of the plans and specifications by your firm, with Design and Construction to begin February 4, _____. Beneficial incremental occupancy shall take place May 31, _____(Phase I).

Actual Lease Commencement to take place the latter of August 1, _____, or the first day of the month following Lessor's receipt of permanent building certificate of occupancy. Lessee may occupy the Lease premises in whole or in part prior to actual Lease Commencement at no charge. All other terms and conditions of the to be executed Lease Agreement shall remain in full force and effect.

COST BARTERING OF MATERIALS FOR CONSTRUCTION: The Lessee desires to investigate and utilize as feasible the barter of materials and/or services provided by the Lessee, to defer actual costs of materials incorporated by the Lessor into the building's construction.

The Lessor or designated agent will provide a schedule of items applicable to this procurement method.

No construction time delay, real or implied, will occur as a result of any bartering by or on behalf of the Lessee.

Lessor reserves the right to approve the incorporation of any materials into the Project.

ASSUMPTIONS: We have made numerous assumptions based on the original requests of the _____ Corporation. Should there be any additional improvements or other criteria which significantly increase or decrease the total project cost, we respectfully request the opportunity to modify the aforementioned Lease Schedule accordingly, subject to final approval by the _____ Corporation and _____ Corp. The above mentioned Lease Schedule is contingent upon first approve by the _____'s Lender(s) of choice and assumes the Lease Agreement to be Corporately Guaranteed by the _____ Corporation.

AGREED: [signatures]

General form.

As to the child [or "children"] of the parties, referred to above, it is agreed as follows:

1. Wife is to have the sole custody and control of child [or "children"] without any interference on part of husband.

2.

Husband shall pay to wife \$_____ each and every month [or as otherwise agreed on], beginning on _____, 19____, to be applied by wife to the support, maintenance and education of child [or "children"] until he [or "they"] reach the age of 21.

3.

Wife agrees to educate and maintain child [or "children"] in the style and manner in which he [or "she" or "they"] is now living and in which he [or "she" or "they"] has been accustomed to live.

4.

Wife agrees to not remove or allow to be removed child [or "children"] more than _____ miles from the city of _____, without consent of husband.

5.

After child [or "children"] attains the age of 14 years [or age agreed on] he [or "they"] shall be at liberty to reside with either of the parties at his [or "their"] election.

6.

Husband shall have the right to visit child [or "children"] once a week [or as agreed] if he so desires, at such reasonable times and places as wife may designate.

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Standard contract terms and conditions for merchandise warehousemen.

STANDARD CONTRACT TERMS AND CONDITIONS FOR MERCHANDISE WAREHOUSEMEN

(APPROVED AND PROMULGATED BY THE AMERICAN WAREHOUSEMEN'S ASSOCIATION, OCTOBER 1968)

ACCEPTANCE—Sec. 1

(a). This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the reverse side of the contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within 30 days from the proposal date shall constitute such acceptance by depositor.

(b). In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.

(c). This contract may be cancelled by either party upon 30 days written notice and is cancelled if no storage or other services are performed under this contract for a period of 180 days.

SHIPPING—Sec. 2

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the next preceding sentence, warehouseman shall have the right to refuse such goods and shall not be liable or

responsible for any loss, injury or damage of any nature to, or related to, such goods. Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors and assigns.

TENDER FOR STORAGE—Sec. 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

STORAGE PERIOD AND CHARGES—Sec. 4

- (a). All charges for storage are per package or other agreed unit per month.
- (b). Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.
- (c). Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.
- (d). When mutually agreed by the warehouseman and the depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.
- (a). Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- (b). The warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to the depositor of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such depositor or holder makes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman may, without notice, move goods within the warehouse in which they are stored.
- (c). The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.
- (d). If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.
- (e). If as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. The warehouseman, after a reasonable effort to sell the goods, may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

HANDLING—Sec. 6

- (a). The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.
- (b). Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.
- (c). Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor.
- (d). When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.
- (e). The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

DELIVERY REQUIREMENTS—Sec. 7

- (a). No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.
- (b). When a negotiable receipt has been issued no goods covered by that receipt shall be delivered, or transferred on the books of the warehouseman, unless the receipt, properly indorsed, is surrendered for cancellation, or for indorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.
- (c). When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if unable to do so because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

EXTRA SERVICES (SPECIAL SERVICES)—Sec. 8

- (a). Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.
- (b). Special services requested by depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge.
- (c). Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.
- (d). By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.
- (e). Communication expense including postage, teletype, telegram, or telephone, will be charged to the depositor if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

BONDED STORAGE—Sec. 9

- (a). A charge in addition to regular rates will be made for merchandise in bond.
- (b). Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

MINIMUM CHARGES—Sec. 10

- (a). A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.
- (b). A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

LIABILITY AND LIMITATION OF DAMAGES—Sec. 11

- (a). THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.
- (b). GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS OR INJURY HOWEVER CAUSED.
- (c). THE DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO _____, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT A MONTHLY CHARGE OF _____ WILL BE MADE IN ADDITION TO THE REGULAR MONTHLY STORAGE CHARGE.

NOTICE OF CLAIM AND FILING OF SUIT—Sec. 12

- (a). Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(b). No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within 9 months after date of delivery by warehouseman or within 9 months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

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Agreement between partners and third person.

This agreement is made _____, 19__, between _____ and _____, both of _____, referred to as partners, and B of _____.

The partners have a partnership doing business at _____ under the name of _____, and they desire to secure additional capital for their partnership business and desire to enlarge and incorporate it.

B desires to provide part of the additional capital for a corporation to tMake over the partnership business.

In consideration of the respective undertakings of the parties it is agreed:

1.

B pays to the partners the sum of _____ dollars, to be paid into the treasury of a corporation to be formed to tMake over the partnership business and to be part of the capital of the corporation, and for the sum of _____ dollars, B shall be the owner of _____ shares of preferred stock and _____ shares of common stock in the company, certificates for which shall be issued to B immediately upon incorporation.

2.

The corporation shall be incorporated under the laws of the state of _____ or such other jurisdiction as may be agreed upon by the parties, and the name of the corporation shall be _____. The corporation's articles and bylaws are attached and are incorporated in this agreement as though fully set forth. These articles shall be filed immediately, and these bylaws shall be adopted immediately after incorporation. These articles and bylaws are subject to amendment as provided and in accordance with law, except as stated in paragraphs 6 and 7 hereof.

3.

The capital stock of the corporation shall be _____ shares of common stock of the par value of _____ dollars and _____ shares of preferred stock of the par value of _____ dollars, and the preferred stock shall draw interest of _____ percent per year payable annually, to be secured by all the assets and contracts of the corporation, but shall have no voting rights.

4.

The partners will transfer to the corporation all their joint and several titles, rights and interests in all partnership property, real, personal and mixed, legal and equitable, tangible and intangible, including (by way of example and without limitation) land, buildings, leases, equipment, supplies, accounts and debts receivable, contracts, _____[etc.]. The corporation will assume all partnership debts, obligations and liabilities, including liabilities for taxes, special assessments and licenses. The partnership property, less partnership debts and obligations, is appraised by agreement at _____ dollars, and shall constitute capital of the corporation of the value of _____ dollars.

5.

In return for the transfer of partnership property to the corporation, the partners shall receive stock of the corporation as follows: _____ shares of preferred stock and _____ shares of common stock to _____; and _____ shares of preferred stock and _____ shares of common stock to _____. The certificate for stock shall be issued to partners immediately upon incorporation.

6.

The remainder of the capital stock of the corporation, after issuance of stock to the parties shall be [may be] issued and sold by the corporation for money, property or services, and it may be sold for cash or on subscription, in accordance with law and the corporation's articles and bylaws.

7.

The first officers of the corporation shall be _____, president, _____, vice-president, _____, secretary, and _____, treasurer, who shall hold office for at least _____ and until qualification of their successors. Officers shall devote their full time to the affairs of the corporation.

8. Salaries of the officers for _____ [length of period] shall be as follows: _____.

9. B shall be entitled as a partner having a _____ interest in the partnership to participate in the partnership business and have access to the partnership premises and books, without being entitled to compensation therefor, until the corporation is incorporated (that is, until issuance of a certificate of incorporation).

10. All partnership receipts, income, profits, acquisition of property, contracts, and the like, from this date to the date a certificate of

incorporation is issued shall accrue to and be paid or transferred over to the corporation. All partnership books, records and papers

shall be turned over to the corporation and be the property of the corporation.

This contract shall bind the heirs, etc.

In witness etc.

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Discretionary administrative powers.

Always bearing in mind, with respect to assets allocated to and from time to time held in trust under article _____ of this will, my intention that my wife [husband], _____, shall receive and enjoy during h— life such a periodical distributable income from productive trust property as is consistent with the value of the property held in trust under article _____ and with its preservation, my trustees, in addition to and not in limitation of all common-law and statutory authority, shall have the following powers, privileges and duties with respect to the property held in trust under this will:

(a). Trustees shall have the care, custody, and possession of the trust property and collect the income on it.

(b). Trustees shall have full power to mMake or change investments as they, in their own uncontrolled discretion, may see fit to purchase and to continue to hold investments even though of a kind not usually considered suitable for trust investments, or even though a larger proportion of the entire trust property is thereby retained in one investment or one type of investment than otherwise might be considered suitable or prudent in the investment of trust property or combines two or more of such objections; to invest in shares or securities of unincorporated or voluntary associations or investment trusts; to invest or reinvest any portion or portions of the trust property coming into their hands to be held by them as they, in their sole uncontrolled discretion, shall deem advisable and for the best interests of the trust, and to that end at any time or times to sell at public or private sale or to mortgage or pledge stocks, bonds, securities, and real or personal estate of the trust of every kind and nature without the necessity of securing any license or authority from any court to do so, and to invest the proceeds in such securities, loans, mortgages, or other real or personal property as they shall deem advisable; to sell or exercise subscription rights attaching to any securities held by them and to borrow money for that purpose; to convert personal property into real property and the reverse whenever they may think it advisable; to exchange any real estate for other real estate and to convey it in fee or for any less estate; to execute, acknowledge and deliver all deeds, instruments, or writings necessary or convenient to transfer proper title to such property; and no purchaser, mortgagee, or pledgee from the trustees shall be bound to look to the application of the purchase money or to the proceeds of any pledge or mortgage, and the receipt of any trustee shall exonerate the person taking the receipt from any liability to look to the application of the purchase money or to the proceeds of any pledge or mortgage.

(c). Trustees shall have full power to compromise or compound any debts owing to them or owed by them as such trustees or any other claims, and to adjust any dispute in relation to debts or claims by arbitration or otherwise, and to pay any debts or claims against them as such trustees upon any evidence that to them shall seem sufficient.

(d). Trustees shall have full power to pay taxes and assessments, provide for insurance, mMake repairs, set aside from and deduct from the net income and withhold and add to principal such sums for amortization, pay such broker's

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commissions, employ such agents and counsel and generally to do all such acts and incur and pay all such expenses in the management of the trust property as they in their own uncontrolled discretion may deem wise, prudent and advantageous for the best interest of the trust.

(e). Trustees shall have full power to determine what shall be charged or credited to income and what to principal in any manner which shall fairly and equitably reflect a proper allocation between principal and income. If they shall hold or at any time acquire any investments which are of the character of a wasting security or the actual value of which may be at a premium above their par value, I authorize them in their uncontrolled discretion to treat the whole or any part of the income accruing from such investments as income for the purposes of the trust without any obligation to provide by sinking fund or otherwise for a diminution in actual value. I also give my trustees full power and authority to become a party to any reorganization or protective agreement affecting any of the securities held by them and to deposit or exchange the securities to which the reorganization or protective plan relates in accordance with such agreement, and in general to act with any of the securities in their charge for the protection of them as fully as they would be entitled to act for their own property.

(f). Trustees shall have full power in their uncontrolled discretion to employ investment counsel and to consult with such counsel relative to any matter or thing pertaining in any way to the retention, sale, purchase, investment, or reinvestment of any securities or other property constituting the property in their hands or otherwise pertaining to the management or administration of such property, and to determine in their discretion whether or not to act upon the recommendation of such investment counsel; to pay such investment counsel, if employed, such compensation as the trustees shall deem reasonable and such payment shall be independent of and in addition to the compensation to which the trustees are entitled.

(g). I give to my trustees power conclusively to determine the value of any securities or other property for the purposes of making a fair division of such property between the persons entitled to it, and to pay or set apart distributive shares of the principal of the trust property whenever the same may be payable or divided either in cash or securities or other property in their sole discretion, and to select the particular securities or other property which shall be distributed to any and all beneficiaries or set apart in any particular share.

(h). Trustees may allow any property, real or personal, at any time subject to any of the trusts expressed in this instrument to stand in their names, and they may allow, also, that property or any part of it to stand in the name of any other person or persons or of any corporation without any indication of any trust, subject to any agreement or agreements they see fit to make in that regard.

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Causes showing authority to give consent.

I am a person of full age and have the lawful custody of the above-named _____ who is a minor about _____ years of age. The minor has no father or mother living [or as the case may be].

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Life estate with power to use principal, if necessary, for support.

I give _____ [e.g., all the remainder and residue of my estate] to my daughter to have and to hold the same for and during her life, she to have full power to manage and control the same as she shall deem best and to have power to sell any real estate thereof whenever in her judgment it is advisable so to do, without any order of court, at public or private sale as she may deem best and on such terms as she shall see fit and to invest the proceeds of the sale in other real estate or such securities as she may deem advisable, provided [on condition subsequent] that out of the gross income from the estate she pay all taxes and assessments levied against all real [and personal] property in the estate and keep all property in the estate in good repair and adequately insured to the full value thereof, and the net annual income from the estate, after the payment of all taxes, assessments, repairs, insurance and all other proper costs and expenses connected with the management of the estate, shall be had by her for her own use and benefit so long as she shall live, and if the net income from the estate should be deemed by her insufficient for her care and support, she shall have full power to use any part of principal of the estate for her care and support and for her needs.

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Decision of zoning board of appeals denying appeal from building official's decision.

_____[Name], as owner of premises known as _____, and designated on tax maps of the City of _____ as _____, which is in _____ zone, having heretofore made application to the _____[building inspector] for a special exception to the Zoning Ordinance so that permission may be granted to use the present building as a _____[single-family residence], located at _____[the rear of] premises known as _____, to have a _____ foot setback in lieu of _____ feet from the _____[direction] property line and a _____ foot rear yard in lieu of _____ feet as required by the Zoning Ordinance of the City of _____, and the appeal coming on to be heard, after due and lawful notice to the parties in interest, before the Zoning Board of Appeals on _____, 19____, and the Zoning Board of Appeals having duly considered the matter,

It is, on _____[date],

Decided and Determined

1.

That the use of the remainder of property as divided and as to which this appeal is filed is prohibited by the Zoning Ordinance of the City of _____ except by permission of the Zoning Board of Appeals.

2.

That the premises which it is proposed to use as stated in appeal filed is located in _____ zone.

3.

That the original application to the _____[building inspector] and permit issued called for _____[specify].

4.

That the variance requested by the applicant from the terms of the Zoning Ordinance would be contrary to the public interest as the property is located in _____ zone, which requires a frontage of _____ feet and an area of _____ square feet and, the remaining portion of original plot shown on tax maps of the City of _____ as _____, and which is known as _____, will only have a frontage of _____ feet and an area of approximately _____ square feet.

The applicant did not prove a hardship if there was a literal enforcement of the provisions of the Zoning Ordinance. The Zoning Board of Appeals therefore denies the application of appeal.

Dated: _____

[Signatures]

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Lease of warehouse.

This lease, made and entered into this the _____ day of _____, _____, by and between _____(herein called owner) and _____, Inc., a _____ corporation with its principal place of business in _____[city, state] (herein called lessee): witnesseth:

That the owner has hereby leased to the lessee, and the lessee has hereby hired and tMaken from the owner the following-described property: _____.

The terms and conditions of this lease are agreed to be as follows:

1.

The term of this lease shall be three (3) years, beginning January 1, _____ and terminating December 31,

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_____, provided, however, that on or before November 1, _____ lessee shall have the option for renewal for another 2 year term provided such option is exercised by written notification to the owner on or before November 1, _____, upon the same terms and conditions as provided for the original term of this lease except as to monthly rental, which shall be \$_____ per month for the years _____ and _____.

2.

As rental for said premises, lessee shall pay to owner for the first 12 months of this lease, the sum of \$_____ per month, payable in advance on or before the first day of each month, beginning with the month of January _____, and for the remaining period of lease, the sum of \$_____ per month, beginning January 1, _____, payable monthly in advance on or before the first day of each month, beginning with the month of January _____.

3. It is also mutually agreed as follows:

(a). The owner shall be responsible for and shall pay all taxes and assessments imposed on the demised premises by any lawful authority.

(b). The owner shall carry insurance on the building but not on the contents thereof, and shall maintain the sprinkler system and the roof, walls and structural parts of the building in proper condition for use by lessee.

(c). Electrical service will be separately metered at the expense of and for the account of the lessee. Any alterations to the building shall be at the expense of the lessee and shall be restored by the lessee at its own expense at the termination of the lease except upon written consent of the owner.

4. The lessee covenants and agrees that it will tMake good care of the premises and upon the termination of this lease, will surrender the premises in as good order and condition as they are in the beginning of this lease, ordinary wear and tear excepted; and that it will mMake no unlawful or offensive use of the premises. If the lessee shall fail and neglect to mMake any payment of rent when due or within 15 days after written notice thereof, or shall violate any of the provisions of this lease, the owner, without any other notice or demand, may at their option, terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the owner may in lieu of the above or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this lease.

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Contract of creditors to bid in and convey property to trustee.

Agreement made and entered into _____[Date], by and between _____, party of the first part, _____ and _____, parties of the second part, and _____, party of the third part, witnesseth:

Whereas the party of the first part is the owner, subject to certain incumbrances of record, of the following described real estate, to wit: _____.

And whereas each of the above-named parties of the second part has a judgment in the circuit court of _____ county, _____,

against the party of the first part and his wife and have made a levy on the above described real estate, and the same has been advertised

for sale under the executions issued on said judgments for _____[Date];

And whereas the above-named _____ is a surety on a note for first party, and a judgment has been rendered on said note against first party and an execution levied on said real estate:

It is hereby mutually agreed between the parties hereto as follows: That the parties of the second part will at such sale bid for the above described real estate the full amount of their judgments and costs, and if they or either of them become the highest bidder at such sale and acquire a sheriff's deed for such land, they hereby agree to convey by quitclaim deed the same to third party, as trustee, immediately upon the receipt of such sheriff's deed or deeds.

In consideration of the covenants and agreements herein made by the other parties hereto, the party of the first part hereby agrees to convey by quitclaim deed to _____ as trustee, all his interest in and to the above described real estate for the purposes hereinafter set forth.

For and in consideration of the covenants and agreements of the other parties hereto, the party of the third part hereby agrees to accept such conveyances to him as trustee, and does hereby promise and agree upon the receipt of such

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conveyances to proceed at once to try to find a buyer for said premises, and when such property is sold, and in any event within one year from this date, the party of the third part does hereby agree to pay to the parties of the second part the full amount of their respective bid or bids at such sale of said real estate, together with interest at the rate of _____ percent per annum from the date of such sale to the date of such payment. Party of the third part further agrees that when said real estate is sold he will account to first party for the proceeds thereof, and will pay out of such proceeds any valid judgments or liens against said real estate owing by party of the first part, and will also pay the necessary expenses incurred in connection with the selling and conveying of said real estate to the purchaser, and, if there is any balance left after making such payments, including the payment so agreed to be made by third party to the parties of the second part, party of the third part hereby agrees to pay and deliver the said balance to first party. It is further agreed by the parties hereto that any real estate levied on under executions above mentioned other than the land above described, shall upon the signing and delivering of this contract be released from said judgments.

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Assignment of registered trademark.

_____ [name of assignor], of _____ [street, city, and state], has adopted, used and is using a mark which is registered in the United States Patent and Trademark Office, Registration No. _____, dated _____; and _____ [name of assignee] of _____ [street, city, and state] is desirous of acquiring that mark and the registration of it;

Now, therefore, for good and valuable consideration, receipt of which is here acknowledged, _____ [name of assignor] does here assign unto _____ [name of assignee] all right, title and interest in and to that mark, together with the goodwill of the business symbolized by the mark, and the above-identified registration of the mark.

_____ [Signature of assignor; if assignor is a corporation or other juristic organization, give the official title of the person who signs for assignor.]

State of _____

ss County of _____

On this _____ day of _____, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf [or on behalf of the identified corporation or other juristic entity with authority to do so].

_____, Notary Public

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Illustrative agreements.

An action for divorce is now pending between the parties in the _____ Court of _____ [county, state], in Cause No. _____;

In the event a decree for divorce is entered and the marriage of the parties is dissolved, the parties desire to settle all rights to alimony and the rights of each of the parties in the property of the other or in jointly owned property, and of fixing the custody of the children of the parties and their support.

Therefore, when a decree for divorce is entered dissolving the marriage existing between the parties, the parties agree:

(1)

That husband will pay to wife \$_____ per month as alimony, which payments shall continue throughout the life of _____, or until the death of husband;

(2)

Husband shall pay to wife \$_____ in cash for all of wife's stock in _____ Company, which payment shall be in full satisfaction of all of wife's interest of any kind or character in the corporation. This obligation may be discharged by husband by the corporation redeeming wife's stock for \$_____;

(3)

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Wife's interest in the home of the parties at _____[address], shall be divested out of _____ and vested absolutely and in fee simple in husband, _____, in consideration of which husband will pay wife \$_____ in cash and shall execute a note in the principal sum of \$_____ due 10 years from the date of the entry of divorce decree with interest at _____% per annum payable annually to wife or the holder of the note. Husband shall have the right to prepay this note or any part of it at his option;

(4)

Husband shall have custody of the children of the parties and shall support them, but wife shall have the right to have the children visit with her at reasonable times. The right to change the custody of the children shall be retained by the court and shall be subject to the future orders of the court;

(5)

Husband shall have title to all furnishings in the property known as _____[address], with the exception that wife shall be entitled to all wedding gifts, items that she needs for her personal use and items of personal property for which she has a sentimental attachment;

(6) The automobile which was used by wife shall be her absolute property.

It is understood and agreed that upon entry of a divorce decree dissolving the marriage this agreement shall be incorporated in such decree, and that each party will execute all documents, instruments, deeds and contracts necessary to effectuate the purposes stated in this agreement.

It is further understood and agreed that neither party shall have any other rights in any property of the other except as expressly stated in this agreement, and that this agreement is a final and complete settlement of all marital rights or other rights in property which either of the parties may have.

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Certificates required by Uniform Limited Partnership Act and Revised Uniform Limited Partnership Act (1976).

The undersigned, desiring to form a limited partnership under the Uniform Limited Partnership Act as set forth in _____[statutory citation] mMake the following certificate:

1.
The name of the partnership shall be _____.

2.
The character of the business shall be _____[e.g., the ownership and operation of real property].

3.
The location of the principal place of business shall be _____.

4.
The name and address of the general partner is _____[corporation] whose address [principal place of business] is _____.

5. The partnership shall continue for a term of approximately _____ years.

6.
The amount of initial cash contribution by each limited partner and the percentage of net profit of the partnership to which each limited partner is entitled on account of that contribution (both before and after participation by the general partner) is set forth in Exhibit A, attached. Further, each limited partner for each full unit of ownership (____%) may be required to mMake additional contributions of capital for a period of _____ years commencing _____, 19__ and continuing on the same day of each year afterwards. Each capital contribution per year for each unit shall not

exceed the sum of _____ dollars and shall not be cumulative.

7.

Except to complete sale of the initial _____ units, the general partner shall not have the right to admit additional limited partners except with the consent of limited partners entitled to fifty-one percent or more of the profits of the partnership and then only upon such terms as may be agreed upon by the limited partners at the time of the proposed admission of additional limited partners.

8.

Limited partners entitled to fifty-one percent or more of the profits of the partnership may, by a vote, remove the general partner. The election of a substitute general partner shall be made by an affirmative vote of the limited partners owning fifty-one percent or more of the profits of the partnership. The limited partnership may be terminated by a vote of limited partners entitled to fifty-one percent or more of the profits of the partnership.

9.

This certificate may be executed in counterparts, each of which will constitute an original. In witness etc.,

Limited Partners General Partner

By _____, President

By _____, Secretary

[Acknowledgements]

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To grantors conveying property to testator.

_____[Testator], of _____[address], _____ County, _____[state], and _____[grantor], of _____[address], _____ County, _____[state], and _____[grantor], of _____[address], _____ County, _____[state], agree as follows:

SECTION ONE.

EXECUTION OF DEED

On or before _____[date], _____[grantor] and _____[grantor] agree to execute and deliver to _____[testator] a

valid _____[warranty or quitclaim, or as the case may be] deed in which _____[testator] is named as grantee, and which conveys all the right, title, and interest of _____[grantors] in the following described property to _____[testator]: _____[describe property].

SECTION TWO. MARKETABLE TITLE On or before _____[date], _____[grantor] and _____[grantor] agree to deliver to _____[testator] documentary evidence showing that _____[grantor] and _____[grantor] have marketable title to the above-described property.

SECTION THREE. EXECUTION OF WILL

On or before _____[date], _____[testator] agrees to execute and deliver to _____[grantor] and _____[grantor] a valid will in which _____[testator] bequeaths and devises, in equal shares, to _____[grantor] and _____[grantor], all of _____[testator's] right, title, and interest in any and all real and personal property which _____[he or she] may have at the time of _____[his or her] death.

SECTION FOUR.

REVOCATION OF PRIOR WILLS AND CODICILS

_____[Testator] agrees that a clause revoking any and all prior wills and codicils will be included in _____[testator's] will.

SECTION FIVE.

RESTRICTION ON REVOCATION OF WILL

_____[Testator] agrees not to revoke the will which _____[he or she] agrees to execute pursuant to this

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contract.

SECTION SIX. APPROVAL OF WILL BY ATTORNEY

1.

On or before _____[date], _____[grantor] and _____[grantor] agree to submit the will executed by _____[testator] to their attorney for examination and approval or rejection.

2.

If the will is not approved by their attorney, the attorney must, within _____ days after receipt of the will, notify _____[testator] in writing of the specific reasons why _____[he or she] refuses to approve the will.

3.

_____[Testator], within _____ days after receipt of the attorney's written notice, will execute and deliver to _____[attorney] a will the contents of which correct all of the objections to the original will which are specified in the attorney's written notice.

1.

On or before _____[date], _____[testator] agrees to submit the documentary evidence of marketable title to the property and the deed to _____[testator's] attorney for examination and approval or rejection.

2.

If the title and deed are not approved by the attorney, the attorney must, within _____ days after receipt of the documents, notify _____[grantor] and _____[grantor] in writing of the specific reasons why _____[he or she] refuses to approve the _____[title or deed or title and deed].

3.

_____[Grantor] and _____[grantor], within _____ days after receipt of the attorney's written notice, will submit to the attorney _____[documentary evidence or a deed or documentary evidence and a deed], the contents of which correct all of the objections specified in the attorney's written notice.

SECTION EIGHT. CUSTODY OF WILL The will is to be _____[kept in the custody of _____ at _____, or deposited in the _____[court], at _____]. SECTION NINE. DEATH OF GRANTOR PRIOR TO GRANTEE

1.

If _____[grantor] or _____[grantor] predecease _____[testator], the property devised and bequeathed to the deceased person in _____[testator's] will is to be devised and bequeathed to the surviving _____[grantor].

2.

If both _____[grantor] and _____[grantor] predecease _____[testator], the property devised and bequeathed to them in _____[testator's] will may be disposed of in any manner and to any person as _____[testator] decides is appropriate, unrestricted by any provision in this contract.

In witness whereof, the parties have executed this agreement at _____, _____[state], on _____[date].
[Signatures] [Acknowledgment]

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Default clauses in note.

The unpaid principal together with all interest accrued or unpaid, shall, at the option of the holder or holders of this note and without presentment, demand or notice, which are waived, become immediately due and payable in the event

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of the happening of any of the following events of default:

(a)

Default shall be made in the payment of the principal of the note when it becomes due and payable by lapse of time, by call for redemption or otherwise;

(b)

Default shall be made in the payment of interest on the note when it becomes payable as provided and default shall continue for a period of _____ days;

(c)

Default shall be made in the observance or performance of any of the other covenants, conditions, provisions or obligations in this note expressed and the company shall not remedy the default or mMake good the covenant within _____ days after a written notice has been served upon the company by the holder of any of the notes;

(d)

The company shall be adjudicated a bankrupt or a decree or order approving as properly filed a petition or answer asking reorganization of the company under the federal bankruptcy laws, as now or later amended, or the laws of any state, shall be entered, and any decree or judgment or order shall not have been vacated or stayed or set aside within _____ days from the date of the entry or granting; or

(e)

The company shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy or any petition pursuant, or purporting to be pursuant, to any present or future acts of Congress on the subject of bankruptcies or any amendments to those acts, or the company shall institute any proceedings, or the company shall give its consent to the institution of any proceedings, for any relief of the company under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions; or

(f)

The company shall mMake any assignment for the benefit of creditors or shall apply for a consent to the appointment of a receiver for the company or any of the property of the company; or

(g)

A decree or order appointing a receiver of the property of the company shall be made and the decree or order shall not have been vacated, stayed, or set aside within _____ days from the date of the entry or granting.

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Contract of receiver.

Agreement entered into this _____ day of _____, between _____, receiver, referred to as receiver, and _____ of _____.

Whereas the receiver is now operating the plant of the _____ Company under authority of the _____ Court for the _____ District of _____ in the case of _____ against _____, No. _____ of the docket of that court, and is furnishing _____ to _____.

It is mutually agreed as follows:

1.

Receiver shall continue to _____.

2.

It is further agreed that _____.

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This agreement is not to become effective until approved by the court. [Signature]

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General form.

This agreement made _____, 19__, between _____ of _____ and _____ of _____, referred to as the general partners, and _____ and _____, of _____, referred to as the limited partners.

The parties mutually agree to become partners in the business of _____ for the period and upon the terms below:

1.

The partnership shall commence on _____ and shall continue until _____.

2.

_____ and _____ shall be general partners and _____ and _____ shall be special partners.

3.

The firm name under which the business of the partnership shall be conducted shall be _____.

4.

The general nature of the business to be transacted by the partnership shall be _____.

5.

The parties shall execute a certificate (and an affidavit) and cause the certificate to be recorded and published, with proof of publication to be filed and do all other things requisite for the formation of a limited partnership in conformity to the statutes of the state of _____.

6. The business shall be carried on at _____.

7.

The special partner shall not tMake part in the management of the business or transact any business for the partnership and shall have no power to sign for or to bind the firm.

8.

The capital of the partnership shall be _____ dollars. _____ as general partner shall contribute _____ dollars. _____ as special partner shall contribute in actual cash _____ dollars. Each partner shall before the _____ day of _____, 19__, pay into the _____ bank, to the credit of the partnership, their share of the capital.

9.

On the death of a special partner, his or her rights shall devolve on his or her personal representatives, and the partnership shall continue as a limited partnership until the expiration of the period for its continuance as limited.

10.

Neither special partner shall during the continuance of the partnership be entitled to draw out or receive back any part of his or her share of the capital.

11.

The profits of the partnership shall be divided as follows: _____[state what proportion of the profits each general partner and each special partner is to receive].

12.

Any losses of the partnership in connection with its business shall be borne by each partner in the following proportion: _____[state proportion of losses each general and each special partner is to bear].

13.

Neither special partner shall be entitled to draw any moneys in advance on account of his or her share of profits, but the general partners may draw monthly the sum of _____ dollars.

14.

Proper books of account shall be kept, etc.

15.

Special partners shall be entitled to terminate this partnership in case of _____.

16.

Special partners shall also be entitled to terminate this partnership if at any time during its continuance the share of profits payable to each shall not amount to _____ percent on the capital invested by them respectively.

17.

The general partners shall devote their whole time to the business of the partnership and render to the limited partners an account of all their dealings in relation to the business whenever reasonably required to do so by either of the limited partners.

18. On the termination of this partnership whether by lapse of time or other cause the assets realized after winding up shall be applied first in payment to special partners of the amount of capital contributed by them respectively, and in case of deficiency ratably in proportion to those amounts, and the balance shall belong to the general partners.

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Community property—Will disposing of separate and community property.

Will of _____

I, _____, of _____[address], _____ County, _____[state], declare this to be my last will, and I revoke all prior wills which I have made.

I.

I direct my executor to pay my just debts, the expenses of my last illness, if any, and all funeral expenses as soon after my death as is convenient.

II.

I declare that I am married, and that my _____[wife's or husband's] name is _____.

III.

1. I declare that I have _____[number] living children whose names and addresses are: _____.

2. I declare that I have had _____[number] children, _____[names], who have died leaving surviving the following children: _____[Insert names of deceased parents and names and addresses of surviving children.].

IV.

It is my intention by this will to dispose of my separate property and my one-half interest in the community property of myself and my _____[wife or husband], _____[name]. or

It is my intention by this will to dispose of my separate property, my quasi-community property, if any, and my one-half interest in the community property of myself and my _____[wife or husband], _____[name].

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V.

I give to my _____[wife or husband], _____, if _____[she or he] survives me, any interest I may have in _____[describe property]. If my _____[wife or husband] does not survive me, then I give all of the described property to my children, _____[names], or to the survivor of them. If neither of my children shall survive to receive distribution of the described property, then the property shall become a part of the residue of my estate.

VI.

I give, devise, and bequeath:

1.

To _____[name], the following-described real property: _____.

2.

To _____[name], the following-described personal property: _____.

3.

To _____[name], the sum of \$_____.

4.

To _____[name], _____[specify other gifts].

5. If any one or more of the devisees or legatees above-mentioned predecease me or die prior to distribution to them of their respective gifts, the gifts shall lapse and become a part of the residue of my estate.

VII.

All of the rest, residue, and remainder of my estate of every kind or nature and wherever situated, and including separate property and my interest in the community property of myself and my _____[wife or husband], _____[name], I give, devise, and bequeath to _____, _____[if the residuary estate is given in trust, add: in trust for the following uses and purposes].

VIII.

I have, except as otherwise provided in this will, intentionally and with full knowledge, omitted to provide for my heirs who may be living at the time of my death, including any person or persons who may, after the date of this will, become my heir or heirs by reason of marriage or otherwise.

IX.

Should any part, clause, provision, or condition of this will be held to be void, invalid, or inoperative, then I direct that the invalidity shall not affect any other clause, provision, or condition of this will, but the remainder of this will shall be effective as though the void clause, provision, or condition had not been contained in the will.

X.

I direct that every gift, bequest, and interest given under this will be delivered to the devisee or legatee free from all estate and inheritance taxes, and that such taxes be paid out of the residue of my estate.

XI.

I nominate and appoint _____, of _____[address], _____ County, _____[state], as the executor of this will, to serve as the executor without bond.

XII.

I authorize my executor to sell, lease, or mortgage the whole or any part of my estate at either public or private sale, with or without notice but subject to such confirmation as may be provided by law. My executor may, at the executor's option, and in the executor's sole discretion, continue to hold, manage, and operate any property, business, or enterprise that I may hold and own at the time of my death, the profits or losses, if any, therefrom to inure or be chargeable respectively to my estate and not to my executor.

XIII.

I appoint _____, of _____[address], _____ County, _____[state], as the guardian of the person and estate of any child of mine who at the time of my death is a minor.

I subscribe my name to this will on _____[date], at _____[address], _____ County, _____[state], in the presence of _____, _____, and _____, attesting witnesses, who subscribe their names to this will on

_____ [date] at my request and in my presence.

[Signature]

Attestation Clause

On the date last above written, _____ [testator's name], known to us to be the person whose signature appears at the end of this will, declared to us, the undersigned, that the foregoing instrument, consisting of _____ pages, including the page on which we have signed as witnesses, was _____ [his or her] will. _____ [He or She] then signed the will in our presence and, at _____ [his or her] request, in _____ [his or her] presence and in the presence of each other, we now sign our names as witnesses.

_____ [Signature], residing at _____ [Street, city, state]

_____ [Signature], residing at _____ [Street, city, state]

_____ [Signature], residing at _____ [Street, city, state]

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Trust for relatives, business associates and to continue business.

I leave all of my property both real and personal wherever situated to my trustees, in trust for the following purposes:

One-third of the income from said estate is to be paid to my daughter, _____, during her life.

One-sixth of the income from said estate is to be paid to my sister, _____, during her life.

One-sixth of the income from said estate is to be paid to my sister, _____, during her life.

One-third of the income from said estate is to be divided among my business associates as follows: _____ [names of business associates and percentage of one-third to each].

Said income is to be paid to my business associates during the life of my daughter; and at her death one-third of the corpus of my estate shall be paid to them to vest in them absolutely in the same proportion in which they shared in the income; and this trust shall terminate as to the one-third of the corpus paid to them.

In event either or both of my said sisters die before my said daughter, _____, the income otherwise payable to my sister or sisters shall be payable to my said daughter, _____, during her life.

Upon the death of my daughter, _____, the income otherwise payable to her shall be paid to her children in equal shares until the youngest of them is _____ years old, at which time this trust shall terminate, and the estate shall be divided equally among her children, the children and issue of any deceased child to tMake his or her share per stirpes, by right of representation, and not per capita.

My sisters, _____ and _____, shall have an interest only in the income of my estate as aforesaid, and the entire corpus thereof shall vest in persons herein designated when and as herein provided.

In the event my daughter, _____, shall die without leaving any children, or in the event all of her children should die without surviving issue before termination of this trust as specified in the immediately preceding paragraph, and, if at that time both of my sisters, _____ and _____, are deceased this trust shall terminate and all of my estate then remaining shall be distributed as follows: _____; but, if at that time, either or both of my sisters are living, income from my estate shall be payable to them as aforesaid, and the remainder of the income therefrom shall be payable to _____, and, on the death of the survivor of my said sisters, this trust shall terminate and all my remaining estate shall be so distributed.

I direct that my executors and trustees shall continue the business of _____, and that they be authorized to incorporate that business in their discretion.

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Condition of receiver's bond.

By order of the _____ Court of _____ County sitting in chancery, made on the _____ day of

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_____, where _____ is complainant and _____ defendant, it was ordered, that _____ is appointed receiver of all the property, equitable interests, things in action, and effects of the defendant, _____, except those exempted by law, and that he [she] be vested with all the rights and powers of a receiver in chancery upon his filing of a bond for the faithful performance of his [her] duties, in the penal sum of _____ thousand dollars, upon approval. Now, therefore, if _____ shall account for what shall come to his [her] hands or control as receiver, and pay and apply the same from time to time as he may be directed by the court, and obey all orders that the court may make in relation to the trust, and in all respects faithfully discharge the duties of the trust, then the above obligation will be voided.

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Contract terms and conditions—Merchandise warehousing.

Acceptance—Sec. 1

(a). This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the reverse side of the contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within 30 days from the proposal date shall constitute such acceptance by depositor.

(b). In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.

(c). This contract may be cancelled by either party upon 30 days written notice and is cancelled if no storage or other services are performed under this contract for a period of 180 days.

Shipping—Sec. 2

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the next preceding sentence, warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods. Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors and assigns.

Tender for Storage—Sec. 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

Storage Period and Charges—Sec. 4

(a). All charges for storage are per package or other agreed unit per month.

(b). Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.

(c). Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

(d). When mutually agreed by the warehouseman and the depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

Transfer, Termination of Storage, Removal of Goods—Sec. 5

(a). Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted

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by warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

(b). The warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to the depositor of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such depositor or holder makes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman may, without notice, move goods within the warehouse in which they are stored.

(c). The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(d). If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e). If as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. If the warehouseman after a reasonable effort is unable to sell the goods he may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

Handling—Sec. 6

(a). The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.

(b). Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.

(c). Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor.

(d). When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.

(e). The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

Delivery Requirements—Sec. 7

(a). No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.

(b). When a negotiable receipt has been issued no goods covered by that receipt shall be delivered, or transferred on the books of the warehouseman, unless the receipt, properly indorsed, is surrendered for cancellation, or for indorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.

(c). When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

Extra Services (Special Services)—Sec. 8

(a). Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.

(b). Special services requested by depositor including but not limited to compiling of special stock statements;

reporting marked

weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge. (c). Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a charge in addition to the

warehouseman's cost.

(d). By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.

(e). Communication expense including postage, teletype, telegram, or telephone, will be charged to the depositor if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

Bonded Storage—Sec. 9

(a). A charge in addition to regular rates will be made for merchandise in bond.

(b). Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage

period fixed by law. Minimum Charges—Sec. 10

(a). A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.

(b). A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing. Liability and Limitation of Damages—Sec. 11

(A). The warehouseman shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from the failure by the warehouseman to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances and warehouseman is not liable for damages which could not have been avoided by the exercise of such care.

(B). Goods are not insured by warehouseman against loss or injury however caused.

(C). The depositor declares that damages are limited to _____, provided, however, that such liability may at the time of

acceptance of this contract as provided in section 1 be increased on part or all of the goods hereunder in which event a monthly charge of _____ will be made in addition to the regular monthly storage charge. Notice of Claim and Filing of Suit—Sec. 12

(a). Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(b). No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine months after date of delivery by warehouseman or within nine months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(c). When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by warehouseman.

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Partnership interests, disposition of.

I authorize and empower my executors and trustees hereinafter named or such of them as shall qualify and undertMake the execution of this my will and the survivors or survivor of them and their successors to sell my interest

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in the firm of _____ to my surviving partners for a sum which equals the value of my interest therein at the date of my death, the value of which interest shall be determined upon the inventory value of all the property of the firm, including the capital invested, stock on hand and bills and accounts receivable, and deducting outstanding bills and accounts payable, but without including any valuation on the good will of the partnership, my interest in which I give and bequeath to my surviving partners absolutely, provided they purchase my interest from my executors and trustees as herein provided, and I authorize my executors to receive in payment for my interest in the partnership the notes of the surviving members of my partnership bearing interest at _____ percent per annum, and payable _____ thereof within _____ years from the date of my death and the other _____ thereof within _____ years from the date of my death, with the privilege of paying all or any of the notes before maturity. If my surviving partners shall not, for any reason, purchase my interest on the terms set out herein, then I direct my executors and trustees to tMake such proceedings as are necessary to liquidate my interest in the firm as soon after my death as may be practicable, consistent with the character and operations of the firm.

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Ordinance approving development plan.

Whereas, _____ homes, inc. [developer], has filed with the city planning commission a development plan for a tract of land consisting of _____ acres as required by section _____ of the ordinance; and

Whereas, the city planning commission has approved said development plan after public notice and hearing; and

Whereas, the _____ city council has given public notice and held a public hearing on said development plan; and

Whereas, council finds that for the said tract as a whole, excluding street area, but including area to be devoted to parks, parkways or other permanent open spaces, there will not be less than the required area per family for the area district in which such tract of land is located for each family which under such development plan may be housed on such street; and

Where, council further finds that under such development plan for appropriate use of property adjacent to the area included in such development plan is fully safeguarded; Now, therefore, be it ordained by the council of the city of _____:

Section 1. That the development plan of _____ homes, inc. [developer], for _____ acres of land located at the northeast corner of Jasmine Way and Aphrodisiac Boulevard, and the same is hereby approved, and the application of use, height, area and yard regulations established in part _____, planning and zoning code are hereby modified as required by such development plan.

Section 2. That the development plan referred to in section 1 hereof pertains to the following described real estate: _____[legal description]; containing in all _____ acres.

Section 3. That the clerk of the council is authorized and directed to cause publication of this ordinance to be made in a summary manner as provided by the city charter.

Section 4. That this ordinance shall tMake effect and be in force from and after the earliest period allowed by law.

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Assignment and sublease of book center.

This assignment and sublease, made and entered into as of _____, _____, by and between _____ Publishing Corporation, a _____ corporation qualified to do business in the State of _____, having its principal office at _____, _____(hereafter referred to as the "Sublessor"), and _____ Book Center, Inc., a _____ corporation qualified to do business in the State of _____, having its principal place of business at _____, _____, _____(referred to as the "Sublessee").

Witness:

Whereas, sublessor is the lessee under a lease agreement (referred to as the "Lease") made and entered into as of _____, _____, by and between sublessor and the _____ County Industrial Development Agency (referred to as the "Agency"), a copy of which is attached as Exhibit "A", pursuant to which the Sublessor is entitled to occupy the "Facility", there defined, on the terms and conditions there set forth; and

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Whereas, sublessor desires to assign all of its existing rights under the lease and sublet the premises described to sublessee on the terms and conditions here set forth;

Now, therefore, for and in consideration of the premises and the mutual covenants contained, the parties formally covenant, agree and bind themselves as follows:

1.

Sublessor sublets to sublessee, and sublessee hires, the "leased land" (which for purposes of this assignment and sublease shall include the property described in Exhibit II attached and made part of this agreement), the "project" and the "leased equipment" (all of which are defined in Article I of the lease and all of which are collectively referred to there and here as the "facility"), and sublessee agrees to occupy the facility on the terms and conditions stated.

2.

Except as may otherwise be provided here and to the extent that sublessor's rights and obligations under the lease (the terms of which are incorporated here by reference) are still existing, sublessor assigns such rights and obligations to sublessee and sublessee (i) shall, and does, become entitled to exercise such rights and (ii) shall, and does, assume the performance of such obligations as though sublessor were the "agency" or the "bank" (as such terms are defined in the Lease) and sublessee were the lessee thereunder. Sublessor shall, for the purposes of this assignment and sublease, have all of the rights and obligations accruing to the agency and the bank under the lease. Nothing here shall relieve sublessor from the primary liability for any of its obligations under the lease, nor shall _____ Companies, Inc. be relieved from any of its obligations under the guaranty.

3. Sublessee agrees to pay to sublessor the following rentals:

(a)

An amount equal to the "basic rent" as described in section 5.3(a) of the lease; plus

(b)

An amount equal to the "additional rent" as described in section 5.3(b) of the lease; plus

(c)

\$_____ which amount represents sublessor's annual payment in lieu of taxes made to the Town of _____ pursuant to the agreement dated _____, _____ between sublessor and the Town of _____ (referred to as the "town agreement"), a copy of which is set forth in Exhibit IV attached and made a part of this agreement; plus

(d)

Any other taxes, assessments or other charges which sublessor is obligated to pay by reason of its position as lessee under the lease, which amounts shall be paid by sublessee to sublessor no later than 10 days after sublessor bills sublessee therefor.

The rental payments provided for in (a), (b) and (c) above shall be made by sublessee to sublessor no later than 10 business days prior to the payment dates provided for in section 5.3 of the lease and in the town agreement, respectively.

4. (a) Sublessor assigns to sublessee the option to purchase the facility in accordance with and subject to the provisions of section

11.3 of the lease; provided, however, that on the occurrence of any "event of default", as such term is defined in the lease, by sublessee in the performance of its obligations under the lease or under this assignment and sublease, and the failure by sublessee to cure such default, the right to occupy the premises and to exercise the option assigned to sublessee pursuant to this assignment and sublease shall immediately revert to sublessor and sublessee agrees to reimburse sublessor for any costs it might incur by reason of the default.

(b). In the event the sublessee wishes to exercise the right of prepayment granted in section 5.5(a) of the lease, the sublessee shall so notify the sublessor and shall deposit with the sublessor, at least 15 days in advance of the proposed prepayment date, the amount to be prepaid as set forth in section 5.5(c) of the lease. On such deposit, the sublessee shall promptly notify the agency and the bank of such prepayment and make the appropriate payment of the

prepayment amount in accordance with the requirements of section 5.5(a) of the lease. The sublessee expressly agrees that on the occurrence of the event described in section 5.5(b) of the lease and on notice from sublessor it shall, at least 15 days prior to the next succeeding date on which the basic rent is payable, pay to sublessor the amount required to be paid by section 5.5(b) of the lease.

(c). Sublessee agrees to comply with sections 6.4, 6.5, 6.6 and 6.7 of the lease regarding insurance and, in connection therewith, to provide sublessor with the certificates of insurance provided for in section 6.5 of the lease, which certificates of insurance shall be substantially the same in form and substance as those attached as Exhibit V.

(d). Anything in this assignment and sublease to the contrary notwithstanding, the sublessor and the sublessee waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the subleased premises, improvements to the building of which the subleased premises are a part, or personal property (building contents) within the building, by reason of fire, the elements or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the sublessor or the sublessee and their agents, officers and employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this assignment and sublease agrees immediately to give to each insurance company which has issued to its policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this paragraph.

(e). The sublessor shall not be liable to the sublessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the subleased premises caused by the negligence or misconduct of the sublessee, its agents, servants or employees, or of any other person entering on the subleased premises under express or implied invitation by the sublessee, or caused by the buildings and improvements located on the subleased premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the subleased premises, or due to any other cause unless caused by the negligence of sublessor. The sublessee agrees to indemnify and hold harmless the sublessor of and from any loss, attorney's fees, expenses or claims arising out of damage or injury caused by negligence of sublessee. Any liability insurance which may be carried by the sublessor or the sublessee with respect to the subleased premises shall be for the sole benefit of the party carrying the insurance and under its sole control.

(f). The sublessor and the sublessee shall for the remainder of the term of the lease cooperate with each other to the extent necessary to enable each of them fully to realize its rights pursuant to the lease and this assignment and sublease and to perform its obligations in accordance with the terms of the Lease and this assignment and sublease.

5. The sublessee expressly agrees to use and maintain the premises in accordance with the terms of the lease and not do or omit to do anything which will breach any of the terms. If the lease is terminated, this assignment and sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the sublessee, provided that such termination is not the result of a breach by the sublessee of the lease or this assignment and sublease.

6. The covenants and agreements contained here shall be binding on the parties and their respective successors and assigns.

In witness, the parties have caused this assignment and sublease to be executed as of the date first above written.

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Employer and employee.

This agreement is made _____[date] by and between [former employee S], referred to below as "A"; _____ Rental Company, a [state] Corporation, referred to below as "_____", and [fellow employee B], referred to below as "B", all of _____ County, [state].

Recitals

A has for several years prior to _____[date] been an employee and officer of _____.

On _____[date], A was relieved of his duties as an employee, Vice President and General Manager of _____.

A has resigned from _____ as an employee and officer effective _____[date].

As a result of A's termination and resignation _____, A and B agree as follows:

1.

A by this instrument releases _____ and B from any and all claims and waives any accrued salary, employee benefits, income, insurance or other employment benefits due from _____ and not received to date.

2.

_____ by this instrument releases and waives any claims it has against A arising out of the employment of A by _____ or otherwise, and B releases and waives any claims—he has against A.

The consideration for releases of the parties and the waiver of claims is the mutual release granted to each party by this agreement. This the day and date first written above.

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Security assignment of lease of goods.

_____ [date]

_____ of _____ (address) ("assignor"), for a valuable consideration, here sells and assigns to _____ Bank, _____ [address] ("assignee"), all of assignor's interest in every lease, and amendments and renewals of and supplements to those leases (the "leases") by which assignor has leased goods (whether or not those goods are subject to a security interest granted by assignor to assignee) to _____ of _____ [address] ("lessee"), including but not limited to all rents, purchase option amounts and other monies now or in the future payable by lessee under the leases. Assignor delivers the leases to assignee with this agreement and here grants to assignee a security interest in each lease to secure the payment of all liabilities of every kind and description, direct or indirect, absolute or contingent, due or to become due, existing now or arising in the future and however evidenced, owing by assignor to assignee. A specific description of the leases, goods and amounts owing and to be owing on the leases appears below or on schedules attached to and made a part of this agreement.

Date of Lease

Total Amt.

Owing

Type &

Serial Nos. of Goods Monthly Rental No. of Months

Due Date of Next Installment Purchase Option Price

Lease Expiration Date

Assignor represents and warrants to assignee that (1) the goods are in the possession of lessee, (2) the leases are in full force and effect,

(3) the amounts due and to become due from lessee are correctly set forth in this agreement, (4) assignor will not alter or modify any of the terms or provisions of the leases, or cancel the same, or accept a surrender or prepayment of the leases in whole or in part, without the prior written consent of assignee, and (5) the place where assignor keeps and will continue to keep its records concerning monies payable now or in the future pursuant to the leases is _____ (street), _____ (city), _____ (county), _____ (state).

Lessee is here directed to pay to assignee all monies due and to become due from lessee pursuant to the leases and the payment of those monies to assignee shall have the same effect as if paid to assignor. Assignor transfers and assigns to assignee the sole right to demand and institute legal proceedings for, collect and give receipts for those monies and to do all things and exercise all rights which assignor could do or exercise under the leases or otherwise; provided, however, that this assignment shall not relieve assignor from, nor obligate assignee to assume, any of the covenants, warranties and undertakings in any of the leases to be performed by assignor for the benefit of lessee. Assignor authorizes assignee by any of its officers or employees to indorse the name of assignor upon any checks or other items that may be received as payments under the leases and to do any and all things that may be necessary in order to reduce the same to money. Assignee shall have no duty as to the collection of monies due or to become due under the leases nor as to the preservation of rights against the lessee or any other person.

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Assignor agrees to execute and deliver all such financing statements, security agreements, further assignments and other instruments and to give all notices which may, in the judgment of assignee, be necessary to further evidence or secure to assignee the full and absolute ownership of the assigned rights.

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Local business district.

SECTION ONE. PURPOSE Local business districts are intended to provide a wide range of goods and services to a large consumer population coming from an extensive area. Within this district, automobile-related activities are of major significance. Good access by motor vehicle or public transit is important to local business districts, which should preferably be located adjacent to intersections of major thoroughfares and in close proximity to public transit transfer points. **SECTION TWO. USES PERMITTED IN LOCAL BUSINESS DISTRICTS** In a local business district, no building or land shall be used and no building shall be erected that is arranged, intended or designed for any use other than those specified in this section, as follows:

2.1. Any use permitted in a neighborhood shopping district as set forth in _____[cite applicable section(s) of zoning code or ordinance].

2.2. Retail sales as follows:

(a). Sale of any product from within a building, excluding a second-hand store, shop or yard, the principal business of which is to deal in used wearing apparel; household equipment other than antiques; automotive parts and supplies, machinery parts and supplies, or other mechanical parts and supplies.

(b). Preparation and sale of food and/or drink for consumption on the premises or elsewhere with or without the provision of music or entertainment.

(c). Motor vehicle sales and service, provided that motor vehicle servicing be done only within an enclosed building and that auto body repair, rebuilding or painting is to be done only as a part of a motor vehicle sales and service establishment in which not more than _____ percent (____%) of total floor space is devoted to auto body repair, rebuilding or painting.

(d). Motor vehicle service stations, not including heavy truck (exceeding two (2) tons in weight) service stations.

(e). Plant nurseries and greenhouses, including the sale of flowers, plants or garden equipment from either inside or outside a building.

2.3. Offices, including ticket and/or travel agencies.

2.4. Theaters, except drive-in theaters.

2.5. Hotels and motels.

2.6. Schools, colleges and training institutions.

2.7. Membership organizations of the following types:

(a). Business or professional.

(b). Civic, political, social or fraternal.

(c). Religious or charitable.

2.8. Repair or servicing of consumer products within an enclosed building, as follows:

(a). Automobiles and other automotive vehicles, as prescribed in Subsections 2.2(c) and 2.2(d), above.

(b). Other consumer products.

2.9. Ambulance service.

SECTION THREE.

SPECIAL EXCEPTIONS

In a local business district, no land shall be used and no building or occupancy permit or any license as required by the _____[city] Municipal Code shall be issued for any of the following specified uses until the Board of Appeals, after receiving a report thereon from the City Planning Commission and after due notice to the parties in interest and public hearing, has determined that the special exception for the use is consistent with the spirit and purpose and intent of this ordinance, will not substantially and permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.

3.1. Motor vehicle dismantling yard, provided: (a). All activities are conducted within a completely enclosed building or within an area enclosed on all sides by a solid wall or

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fence at least _____[number] feet in height. (b). Inoperative motor vehicle bodies may not be stacked above the plane established by the top of the required surrounding wall.

3.2. Rental, sales, display and repair of operative contractor's and heavy equipment.

3.3. Contractor's equipment storage, or contractor's plant.

3.4. Feed or fuel storage or sales.

3.5. Tire recapping or retreading.

SECTION FOUR.

YARD REQUIREMENTS

Whenever a premises in a local business district abuts on a property in a residential district, a side and/or rear yard of not less than _____[number] feet in width shall be provided.

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Partnership insurance trust.

Agreement executed between _____, of _____[address], _____[city], _____ County, _____[state], and _____, of _____[address], _____[city], _____ County, _____[state], (referred to in this agreement as partners) and _____[trust company], of _____[address], _____[city], _____ County, _____[state], (referred to in this agreement as trustee).

RECITALS

A. Partners are doing business as a partnership under the firm name _____ with business address at _____[address], _____[city], _____ County, _____[state], with each partner having an equal interest in the partnership business; and

B. Partners wish to liquidate their interest in the partnership upon their death and accordingly have designated trustee as beneficiary in such policies of insurance described in the attached Exhibit _____ and made a part of this agreement, and for that purpose have delivered such policies to trustee;

Therefore, in consideration of the foregoing and the mutual covenants of the parties in this agreement, the parties agree as follows:

SECTION ONE.

TRUSTEE TO HOLD POLICIES

The insurance policies described in Exhibit _____, which have been delivered to trustee, shall be held by such trustee who will

also hold and administer their proceeds, together with any additional policies and their proceeds as the parties may subsequently add to this trust, for such purposes and upon such terms and conditions as provided for in this agreement.

SECTION TWO. PAYMENT OF PREMIUMS All insurance premiums, assessments, and charges imposed for such insurance policies shall be paid for by the partnership and shall be charged upon the books of the partnership to the capital accounts of each partner. SECTION THREE. PAYMENT OF DIVIDENDS All dividends payable upon such policies, if any, shall be paid to the partnership, and shall be credited upon the books of the partnership to the capital accounts of each partner. SECTION FOUR. PAYMENT OF PROCEEDS

Upon the death of either partner, trustee shall collect the proceeds of the insurance policies insuring the life of the deceased partner, and pay from such proceeds, after deducting the necessary costs and expenses of the administering the trust, a sum equivalent to _____[one-half] of the value of the partnership business as determined in Section Six of this agreement, to the personal representative of the deceased partner, or if no personal representative shall have been appointed within _____ months after the death

of such partner, then to such partner's legal heirs. SECTION FIVE. INSUFFICIENCY OR EXCESS IN PROCEEDS

If the net proceeds of the insurance policies are insufficient to pay such _____[one-half] of the value of the partnership business, the entire net proceeds shall be paid over to the deceased partner's personal representative or heirs, as provided in Section Four, and the surviving partner shall pay the difference from such surviving partner's personal funds. If the net proceeds are more than sufficient to pay such _____[one-half] of the value of the partnership business, the excess shall be paid over to _____.

SECTION SIX.

FIXING VALUE OF PARTNERSHIP

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The value of the partnership business for purposes of this agreement shall be fixed at _____ Dollars (\$_____) or its book value,

whichever is greater. The book value shall be determined as follows: _____.

SECTION SEVEN.

TERMINATION OF INTEREST IN PARTNERSHIP

After the payments are made as provided in Sections Four and Five, the interest of the deceased partner in the partnership shall

terminate and shall be immediately transferred to and vest in the surviving partner. SECTION EIGHT.

TERMINATION OF TRUST This trust shall terminate after the payments are made as provided in Sections Four and Five.

SECTION NINE.

DELIVERY OF POLICY TO SURVIVING PARTNER

Upon termination of the trust, the trustee shall deliver to the surviving partner the insurance policy insuring such surviving partner's

life.

SECTION TEN.

TRUSTEE'S FEES

The trustee shall be entitled to a fee of _____ Dollars (\$_____) for administering the trust, to be paid by _____[the

partnership or as the case may be]. SECTION ELEVEN. PERSONS BOUND

This agreement shall be binding upon the parties, their respective heirs, successors, assigns, or legal representatives.

SECTION TWELVE.

LAW APPLICABLE

This agreement shall be governed by the laws of _____[state]. In witness whereof, the parties have executed this agreement at _____[designate place of execution] on _____[date]. [Signatures]

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As tenants in common.

[Commence as in form in §8.4717, but substitute for fourth paragraph of that form the following:] In the event of the death of any of the undersigned the interests in the account as of the close of business on the date of the death of the decedent (or on the next following business day if the date of death is not a business day), shall be as follows:

_____ [participant] or his or her estate _____ percent _____ [participant] or his or her estate _____ percent _____ [participant] or his or her estate _____ percent

but any taxes, costs, expenses or other charges becoming a lien against or being payable out of the account as the result of the death of the decedent, or through the exercise by his or her estate of any rights in the account shall, so far as possible, be deducted from the interest of the estate of the decedent. This provision shall not release the decedent's estate from the liability provided for in the next paragraph.

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Affidavit—Proof of service of notice by applicant for variance on other property owners concerning hearing by zoning board of appeals.

State of _____ ss County of _____

_____, being duly sworn, deposes and says that:

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1.

_____ [He or She] is over _____ years of age and resides at _____ [address], _____ [city], _____ County, _____ [state].

2.

_____ [He or She] is the applicant in a proceeding before the Zoning Board of Appeals of the City of _____, being an application under the Zoning Ordinance, and which has Calendar No. _____ and relates to premises situated at _____ [address], _____ [city], _____ County, _____ [state].

3.

_____ [He or She] gave notice of this proceeding to each and all of the persons named on the list of owners of property affected supplied to _____ [him or her] by the Zoning Board of Appeals of the City of _____, by mailing a copy of such notice on _____ [date], by registered mail, to each of the owners on the above-mentioned list. A true copy of the notice is attached to this affidavit.

[Signature]

[Jurat]

[Attachment]

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Central business district.

9. ("B-2" central business district.)

A. Use regulations: Permitted uses are: [Enumerate]

B. Conditional uses: Automobiles or trailers (new or used) offered for sale may be stored in the open on the rear half of the lot, or lots, the front portion of which is occupied by a structure containing automobile or trailer show rooms, and where no part of the open storage area is within fifty feet of any street line. Used car sales lots, independent of automobile sales rooms and service conducted within a building, are not permitted.

C. Height: No building or structure shall be erected or structurally altered to exceed a height of three stories nor shall it exceed forty-five feet in height.

D. Areas: No front or side yards shall be required except that when a building or group of buildings abuts upon a residential district, a yard shall be provided on the side of the lot abutting the residential district, such yard having a width of not less than ten feet. There shall be a rear yard with a depth of not less than fifteen feet when abutting upon a publicly dedicated alley or public way and not less than twenty feet when no dedicated alley or public way exists at the rear of the lot. The rear yard may be used for off-street parking and loading as provided by section _____.

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Simple will —Generally.

Will of _____

I, _____, a resident of _____, declare this to be my will and revoke all wills and codicils previously executed by me.

Article I.

My executor shall pay from the residue of my estate the expenses of my last illness and funeral, claims allowable against my estate, expenses of administration and estate and inheritance taxes (other than any tax on a generation-skipping transfer of which I am the deemed transferor), including interest and penalties thereon. My executor shall not be entitled to recover any such payment from any beneficiary or person, except payments of estate taxes attributable to property over which I have a power of appointment or in which I have a qualifying income interest for life. No compensating adjustments shall be made by reason of any elections under the tax laws made by my executor and each

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such election shall be binding and conclusive on all persons.

Article II.

My wife's [husband's] name is _____(hereinafter referred to as "my spouse"). My children presently living are _____, born _____, and _____, born _____.

Article III.

I give all my personal and household effects, such as jewelry, silverware, books, pictures, furniture and furnishings, clothing, and automobiles, to my spouse, if my spouse is living on the 30th day following the day of my death, or if not, to my children who are living on the 30th day following the day of my death, to be divided among them into substantially equal shares as they agree, or if there is no agreement within six months after my death, as my executor determines. My executor shall represent any minor child in any division of such property and may distribute the share of such child to or for the benefit of the child in any manner my executor considers desirable, and the distributee's receipt shall fully discharge my executor.

Article IV.

I give the residue of my estate, excluding any property over which I have a power of appointment, to my spouse, if my spouse is living on the 30th day following the day of my death, or if not, to my descendants who are living on the 30th day following the day of my death, per stirpes.

Article V.

If any beneficiary hereunder has not attained age twenty-one (21) at the time any property becomes distributable to him/her, such property shall vest in such beneficiary, but my executor nevertheless may distribute such property to a custodian for the beneficiary under a Uniform Gifts to Minors Act or to a parent or adult relative or to a guardian of the estate or person having custody of the beneficiary, as trustee, against such person's receipt and upon his/her written undertaking to hold the property in trust for the benefit of the beneficiary. Such receipt and written undertaking shall discharge my executor. With respect to any such property held in trust, the trustee may distribute to or for the benefit of the beneficiary as much net income and principal as the trustee considers desirable for the comfortable support, medical care, welfare and education of the beneficiary, considering the income of the beneficiary from all sources known to the trustee, adding any undistributed net income to principal from time to time, and at the time the beneficiary attains age twenty-one (21) the trustee shall deliver the then-remaining property to the beneficiary.

Article VI.

1. I name _____ as executor of this will.

2. No bond or security shall be required of any executor. My executor shall have the following powers in addition to those given by law, all to be exercisable without order of court:

(a) To retain any property or interest in property, including closely held corporate stock, general and limited partnerships and other interests in business ventures, regardless of any lack of diversification, risk or nonproductivity;

(b)

To invest and reinvest any property in stocks, bonds, common trust funds, notes, mortgages or other property, real or personal, without being limited by any statute or rule of law regulating investment by executors, to exercise stock options, and to lend money upon such terms and conditions as it deems best;

(c)

To sell at public or private sale, lease for any term even though such term will extend beyond the termination of the estate, contract to sell, grant options to purchase, exchange, abandon or otherwise deal with any property, real or personal, on any terms it deems best;

(d)

To borrow money from any source, including the executor individually, and to pledge, mortgage, or otherwise encumber any property for such purpose;

(e)

To purchase property from, sell property to, or otherwise deal with the fiduciary of any estate or trust in which I or any beneficiary may have an interest, even though the executor is such fiduciary;

(f) To employ attorneys and other agents and to delegate powers to them;

(g)

To compromise, contest, prosecute, settle or abandon any claims or other charges in favor of or against my estate or the property thereof;

(h)

To divide, allocate or distribute any property wholly or partly in kind and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trust and to determine the value of any such property, and to allocate property without regard to the income tax basis of such property and without any duty of impartiality to the beneficiaries affected thereby; and

(i) To make such elections under the tax laws as my executor deems appropriate.

3.

If my executor is unable or unwilling to act with respect to property subject to administration in another jurisdiction, my executor may appoint by a signed instrument any person or qualified corporation as ancillary administrator in that jurisdiction.

4.

My corporate executor shall be entitled to compensation based on the fee schedule of the corporate executor as it may be in effect at the date of my death.

5.

My corporate executor shall have custody of the securities and other intangible assets of my estate and of the books and records of my executors. The individual executor's compensation, if any, shall be in addition to the full fee of the corporate executor.

6. The term "executor" shall mean the executor or executors from time to time acting hereunder.

Article VII.

If my spouse predeceases me or dies after my death without making provision for the custody of my minor children, I designate _____ as guardian of the person and of the estate of such minor children. No bond or security shall be required of any guardian.

I have signed this will on _____[date].

On the date last set forth above, _____ signed this will in our presence, declaring it to be his/her last will and at his/her request we attested it in his/her presence and in the presence of each other, believing him/her to be of sound mind and memory.

_____ residing at

_____ [address]

_____ residing at

_____ [address]

_____ residing at

_____ [address]

Affidavit

State of Illinois County of Cook

We on oath state that on _____[date], _____ signed in our presence the will to which this affidavit is attached, and we attested it in the presence of the testator, believing the testator to be of sound mind and memory at the time of signing the will.

Signed and sworn to before me on the date last set forth above.

_____(Notary Public)

My commission expires: _____

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Option to extend license or purchase trademark and business.

If the license should be in force as of _____[date], licensee shall have the right and option either:

(a)

To purchase as of the close of business on that day at a purchase price of \$_____, all of licensor's right, title, and interest in and to the above-described trademark, _____, including the label and dress of the distinctive package used in connection with the trademark, and to the product manufactured and sold by licensor under the trademark, _____, and to all rights appurtenant to the trademark including whatever rights licensor may have in the trademark, _____, and to the formula and all other information which licensor may have relating to the manufacture and sale of the product sold under the trademark, _____, and that part of the goodwill of licensor's business connected with the use of, and symbolized by, the trademark, _____; election to exercise which right and option to purchase shall be made by licensee giving to licensor a written notice of its election to exercise such right and option and paying the purchase price to licensor on or before said _____[date]; or

(b)

To extend the term of this license until _____[date], upon the same terms and conditions so far as applicable, by licensee giving to licensor written notice of its election to exercise such right and option and by paying to the licensor \$_____ on or before _____[date], in addition to any royalties which may be then payable.

If the term of this license shall be extended pursuant to the above-described provision, then licensee shall have the right and option to purchase as of the close of business of any calendar month during such extended term at a price of \$_____ all of licensor's right, title, and interest in and to the trademark and in and to all of the other property and rights appertaining to the trademark and described in paragraph

(a)

of this section; election to exercise such right and option to purchase shall be made by licensee giving to licensor a written notice of its election to exercise such right and option and paying the purchase price of \$_____ to licensor on or before the effective date specified in such notice of election.

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Objections to granting of application to amend zoning ordinance.

To: _____[appellate body, such as Board of Zoning Appeals] of the City of _____, State of _____.

The undersigned residents and taxpayers of the City of _____ and more particularly of the zone in which the amendment to _____[identification of ordinance] is to tMake effect, hereby strongly object to the granting of an application to amend the named ordinance by the _____[name of zoning authority] on _____[date], over our stated objections supported by oral testimony and documentation presented on the above date.

We object to the amendment for the following reasons:

1.

The present zoning ordinance exists to prevent crowded conditions that prevail in sections where there are no such ordinances. Any variance that will allow one person to exceed the building limits will prove a detriment to the property of all.

2. Granting such a variance would open the way for other property owners to expect similar variances of the ordinances.

3.

We feel that above-mentioned application should have been denied since a similar application by _____ was denied by the _____[zoning authority] on _____[date]. The application objected to does not set forth facts materially different from those in the application earlier denied. The laws of the State of _____ with respect to

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granting a variance such as this is that new conditions must have arisen since the first determination so as to constitute the application for amendment one based on a new state of facts. It is our position, thus supported, that the _____[zoning authority] has no right to grant this application.

Dated: _____
[Signatures]

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By partner to copartner.

I, _____ of _____ county, _____, for and in consideration of the confidence I have and repose in _____, of the same county and state and of \$_____ to me paid by _____, do by this means constitute and appoint _____ my lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business to be carried on by _____ and _____ in the purchase and sale of oil, gas, and mineral leases, also in the production, refining, transporting, and marketing of petroleum and its products, or interest in them, or any royalties or interest in them, or any land or interest in it, fully authorizing and empowering my agent and attorney-in-fact to mMake any purchases he [or she] may deem best and proper, and to mMake any sales he [or she] may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of the partnership business; by this means ratifying and confirming any and all acts or things whatsoever done or to be done by my agent and attorney-in-fact in the premises and granting to my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of the partnership business many transactions will tMake place in the western part of _____ and also in _____, and as I shall remain in _____ county, in order to facilitate the business I deem it necessary to execute this power of attorney.

In witness, etc.

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Real estate mortgage investment conduit.

TRUST RECEIPT

(for Trustee/Custodian)

Loan Information

Name of Mortgagor: _____

Master Servicer

Loan No.: _____

Custodian/Trustee

Name: _____

Address: _____

Custodian/Trustee

Mortgage File No.: _____

Company

Name: SALOMON BROTHERS MORTGAGE
SECURITIES IV, INC.

Address: _____

Certificates: Conduit Mortgage Pass-Through

Certificates, Series 19__ - __.

The undersigned Master Servicer hereby acknowledges that it has received from _____, as Trustee for the holders of the Company's Conduit Mortgage Pass-Through Certificates, Series 19__ --, the documents referred to below (the "Documents"). All capitalized terms not otherwise defined in this Trust Receipt shall have the meanings given them in the Pooling and Servicing Agreement dated as of _____(the "Pooling and Servicing Agreement") among the Trustee, the Company and the Master Servicer.

[] Promissory Note dated _____, in the original principal sum of \$_____, made by _____, payable to, or endorsed to the order of, the Trustee.

[] Mortgage recorded on _____ as instrument no. _____ in the County Recorder's Office of the County of _____, State of _____ in book/reel/docket _____ of official records at page/image _____.

[] Deed of Trust recorded on _____ as instrument no. _____ in the County Recorder's Office of the County of _____, State _____

of _____ in book/reel/docket _____ of official records at page/image _____.

[] Assignment of Mortgage or Deed of Trust to the Trustee, recorded on _____ as instrument no. _____ in the County Recorder's Office of the County of _____, State of _____ in book/reel/docket _____ of official records at page/image _____.

[] Other documents, including any amendments, assignments or other assumptions of the Mortgage Note or Mortgage. [] _____ [] _____ [] _____ The undersigned Master Servicer hereby acknowledges and agrees as follows:

- (1). The Master Servicer shall hold and retain possession of the Documents in trust for the benefit of the Trustee, solely for the purposes provided in the Agreement.
- (2). The Master Servicer shall not cause or permit the Documents to become subject to, or encumbered by, any claim, liens, security interest, charges, writs of attachment or other impositions nor shall the Master Servicer assert or seek to assert any claims or rights of setoff to or against the Documents or any proceeds thereof.
- (3). The Master Servicer shall return the Documents to the Trustee when the need therefor no longer exists, unless the Mortgage Loan relating to the Documents has been liquidated and the proceeds thereof have been remitted to the Certificate Account and except as expressly provided in the Agreement.
- (4). The Documents and any proceeds thereof, including any proceeds of proceeds, coming into the possession or control of the Master Servicer shall at all times be earmarked for the account of the Trustee, and the Master Servicer shall keep the Documents and any proceeds separate and distinct from all other property in the Master Servicer's possession, custody or control.

MASTER SERVICER By _____ Its _____
Date _____

Waste disposal well—Application for permit.

Application No. _____

State of Idaho

Department of Water Resources

Application for a Permit

To Construct [] Modify [] Maintain

[] a Waste Disposal and Injection Well

Under the Provisions of Chapter 39 of the Idaho Code

1.

Name of applicant _____ Phone No. _____ Post office address _____

2.

Location of well: (If additional wells are also applied for, check here ☐ and list on supplement sheet). _____ ¼ of _____ ¼ of _____ ¼, Section _____, Township _____ N/S, Range _____ E/W, B.M.,

_____ County. Show well location in section [map omitted] Attach an aerial photo or map which clearly indicates the location of the well with respect to adjacent improvements and section or quarter-section lines. Photo copies are often available from a local ASC Office.

3.
Frequency of discharge: Continuous ☐ Seasonal ☐

4.
Maximum rate of discharge _____ GPM _____ CFS _____ Miner's Inches

5.
Type of discharge: ☐ Irrigation return flows and/or flood waters ☐ Domestic wastes (sewage) ☐ Industrial wastes ☐
Street runoff waters ☐ Other _____

A. Irrigation return flows and/or flood waters
Original source:
stream diversion flow ☐
ground waters ☐
flood runoff ☐

Method of irrigation: gravity ☐ sprinkler ☐
Crops irrigated _____

Fertilizers used (type and quantity) _____ lbs/acre
Pesticides used (type and quantity) _____ lbs/acre
Approximate drainage area _____ acres
Settling pond at well: yes ☐ Size: _____ no ☐
Screening structure at well: yes ☐ Size and mesh: _____ no ☐

B. Industrial wastes: Type _____
Treatment prior to injection _____
Chemical or bacteriological analyses available: yes (include) ☐ no ☐

C. Description of well usage, if not covered above _____

6.
Possible alternative methods of disposal _____

7.
Description of the waste disposal well:
Diameter _____ inches Depth _____ feet
Date constructed _____
Casing: diameter _____ inches; depth _____ feet; perforation depth _____ feet
Surface seal: no ☐ yes ☐ Type _____ Depth _____
Well log available: no ☐ yes ☐ (attach)
Driller's name and address (if known) _____

8.
Distance to nearest domestic well _____ ft. Which direction from disposal well _____ Depth to ground water _____ feet The locations of nearby producing wells must be identified on the map or photo submitted. Be it

known that the undersigned hereby mMakes application for a permit to construct, modify, alter or maintain a waste disposal or

injection well. The above information is true and correct to the best of my knowledge. _____Date
_____Applicant

Action of the Department of Water Resources I have examined Application no. _____ and said application is hereby _____ subject to the following conditions: _____. Witness my hand this _____ day of _____, _____.

Administrator—Operations Division

Instructions for Filing an Application for Permit To Construct, Modify, or Maintain a Waste Disposal and Injection Well

The provisions of Title 42, Chapter 39 of the Idaho Code require that any individual who wishes to construct, modify, or maintain a waste disposal and injection well must first apply for and receive a permit to do so from the Idaho Department of Water Resources (previously Water Administration). The law also requires that individuals having existing waste disposal and injection wells must submit an application for continued use prior to January 1, 1974. You may use Form 42-3904 available from the Department, entitled "Application for a Permit to Construct, Modify, Maintain a Waste Disposal and Injection Well" to obtain authority for any of the above items. When complete, the application should be submitted to the nearest District Office of the Idaho Department of Water Resources as indicated on this sheet. Fees provided for in Section 42-3905, Idaho Code, shall accompany all applications. No application to construct a well shall be accepted unless accompanied by a filing fee of _____ dollars (\$_____) per application, providing that for any such application covering more than one (1) well there shall be an additional filing fee of _____ dollars (\$_____) for each additional well. No fee shall be charged for modification of a well or for renewal or extension of a permit which has been previously issued under the provisions of this act. No fee shall be charged for applications submitted on wells in operation on or before January 1, 1971. All fees received under the provisions of this act are deemed to be non-refundable. You may include in one application all wells under a single ownership that are used to dispose of the same material. Attach extra copies of the form or the supplement sheet (Form 42-3904A) if necessary to describe additional wells.

District Offices of the Idaho Department of Water Resources Western District Annex 3—Statehouse Boise, Idaho 83720 (384-2190) Southern District 1041 Blue LMakes Blvd. N. Twin Falls, Idaho 83301 (734-3578) Eastern District 1515 Lincoln Road Idaho Falls, Idaho 83401 (523-7186) Northern District 401 Front Avenue Room 209 Coeur d'Alene, Idaho 83814 (667-6484)

All disposal wells must be constructed by a licensed Idaho well driller and the driller is required by Section 42-3912 of the Idaho Code to obtain a certified copy of the owner's permit prior to beginning work.

Partnership insurance trust.

This trust agreement made and executed at _____ on _____[Date], by and between _____ and _____, of _____, called partners, and _____ trust company, of _____, called trustee, witnesseth: Whereas, partners are doing business as such under the firm name of _____ in the city of _____, state of _____, and each of the partners has an equal interest in the partnership business; and

Whereas, partners each desire to liquidate their interest in the partnership upon their death and in pursuance thereof have designated trustee as beneficiary in such policies of insurance described in schedule A attached and made a part hereof, and have delivered such policies to trustee;

Now, therefore, in consideration of the mutual covenants of parties herein contained, parties agree that trustee shall hold the insurance policies, and hold and administer their proceeds, together with any additional policies and the proceeds thereof that may from time to time be added to this trust for the uses and purposes and upon the terms in this agreement set forth.

1.

All insurance premiums, assessment and charges of every kind shall be paid by partnership and shall be charged upon the books of the partnership to the capital accounts of each partner.

2.

Any and all dividends payable upon the policies held hereunder shall be paid to partnership, and shall be credited upon

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the books of partnership to the capital accounts of each partner.

3.

Upon the death of either partner, trustee shall collect the proceeds of the insurance payable under the terms of the policies insuring the life of the partner.

4.

Trustee shall pay from the proceeds of such policies, after deducting the necessary costs and expenses of the trust, a sum equivalent to _____[state fractional share] of the value of the partnership business as hereinafter determined to the personal representative of deceased partner, or if no personal representative shall have been appointed within _____ months after the death of the partner, then to his heirs.

5.

If the net proceeds of the insurance policies are insufficient to pay such _____[fractional share] of the value of the partnership business, the entire net proceeds shall be paid over as hereinabove provided, and the surviving partners may pay the difference.

6.

The value of the partnership business for the purposes of this agreement shall be fixed upon a basis of _____ dollars or the book value as determined hereunder, whichever shall be the greater. The book value shall be determined as follows: _____.

7.

This trust shall terminate on the payment of the _____[fractional part] of the value of the partnership business, or payment of the net proceeds plus the contributions by the surviving partners as above provided.

8.

Upon such payments being made as above provided, the interest of the deceased partner in and to partnership shall cease and thereupon pass to and vest in the surviving partners.

9.

Upon termination of the trust as herein provided trustee shall deliver to the surviving partners the insurance policies held hereunder insuring their lives.

10.

Each partner reserves the right to withdraw from time to time any or all of such policies and deposit or pledge the same as collateral security for a loan or loans, provided that each partner consents to any such act by an instrument in writing delivered to trustee, signed by all partners.

This agreement shall be binding upon the parties hereto, their heirs, assigns, executors and administrators.
In witness whereof, etc.

Underwriting agreement pursuant to reorganization.

This agreement dated _____, _____, between _____, a _____ corporation, (Empire), and _____, the underwriters' representative, herein called representative, witnesseth:

That for and in consideration of the mutual covenants and agreements herein set forth, it is hereby agreed between the parties hereto as follows:

First.

I. Empire states as follows:

(a). On _____, _____, the United States District Court for the _____ district of _____, _____ division, appointed _____ and _____ as receivers of _____ ("old company") in a suit brought by _____; on _____, —, _____ resigned and _____ of _____ was appointed to fill the vacancy; on _____, —, _____

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died and thereafter _____ was continued as sole receiver. On _____, _____, old company filed a petition under section 77B of the Bankruptcy Act and on the same day the court approved the filing of the petition and appointed _____ as trustee. On _____, _____, the appointment of _____ was made permanent. The operations of old company are continuing under the jurisdiction of the United States District Court under the provisions of section 77B of the Bankruptcy Act. The proceedings under section 77B are herein sometimes called the reorganization proceedings.

(b). Empire represents that it is the owner of more than _____% of the _____% bonds of old company issued and outstanding under an indenture to the _____ bank, as trustee (the _____ bank having resigned as cotrustee), which bonds owned by Empire are represented by certificates of deposit issued pursuant to a certain agreement creating a bondholders' protective committee for such bonds. Empire also represents that it is the owner of more than _____% of the unsecured indebtedness of old company, exclusive of inter-company indebtedness.

(c). Empire has furnished to representative appraisals made by _____ who were employed by the trustee in the reorganization proceedings with the approval of the District Court, which appraisals cover properties, both real and personal, owned by old company and its subsidiaries and which show the opinion of the appraisers as to the gross amount which could reasonably be expected to be obtained by disposal of each property, as a whole or in part, on a maximum realization based upon the assumption that the business must be liquidated and also show the present going concern value of certain assets, real and personal, which it is contemplated the new company herein described will acquire and own, either by direct title or through stock ownership. Such appraisals are dated _____, _____.

(d). Empire has furnished representative also with a copy of a report made by _____, engineers, under date of _____, _____, who were employed by the trustee in the reorganization proceedings with the approval of the District Court, to make an examination of the affairs of old company and its subsidiaries by checking the market for _____ now being manufactured or capable of being manufactured by the trustee in the reorganization proceedings, the adequacy of the company's plant proposed to be acquired by the new company herein described and to be by it used in the future for the manufacture of such _____, the estimated funds required for plant changes or improvements and for tools, dies, etc., estimates of suitable allowances for depreciation of plant and amortization of investment in tools, dies, etc., and estimates of working capital requirements and of earning power based upon a certain assumed manufacturing and selling program.

(e). Empire has caused to be organized a corporation under the name of _____ ("new company"), under the laws of the state of _____, with an authorized capital stock consisting of _____ shares of _____% _____ stock of the par value of \$_____ per share ("convertible preferred stock") and _____ shares of common stock of the par value of \$_____ each. New company shall be duly qualified to hold property and do business in the state of _____.

(f). Empire has filed in the reorganization proceedings a plan of reorganization of _____ and _____ dated as of _____, _____, and an amendment thereto dated _____, _____, which plan, as amended, provides for the payment by the trustee in the reorganization proceedings to new company of \$_____ in cash and the transfer, assignment, conveyance and delivery to new company of all the properties and assets, both real and personal, described in exhibit A hereto attached, in such manner that new company shall have good and sufficient title thereto, free and clear of all encumbrances, debts, liabilities, obligations or liens except (1) any taxes and assessments becoming payable in _____[year], and thereafter; and (2) liability of _____ and the _____ and of _____, as trustee in bankruptcy of _____, for workmen's compensation in a sum not to exceed \$_____ subject to changes on account of normal use. The plan of reorganization, as amended, is herein sometimes referred to as the "plan" or the "plan of reorganization."

(g). The plan of reorganization provides that the preferred and common stock of new company to be outstanding under the plan, including shares underwritten in this agreement, shall be as follows:

_____ % convertible preferred stock: _____ shares, of the par value of \$_____ each, subject to reduction in the event that any of the holders of the \$_____ principal amount of _____ % bonds of the old company which are not owned by Empire elect to make common in lieu of preferred stock of new company in respect of their bonds.

Common stock: _____ shares, subject to increase in the event that any of the holders of the _____ principal amount of _____ % bonds of old company which are not owned by Empire elect to make common in lieu of preferred stock of the new company in respect of their bonds. (Such increase will reduce the preferred shares to be outstanding.) The plan further provides that all shares of preferred and common stock of new company to be outstanding under the plan shall be fully paid and nonassessable; that new company will receive in cash, provided the underwriters fulfill their commitment hereunder, an aggregate of \$_____, namely an amount equal to the par value of the preferred stock

to be outstanding (out of which there is to be payable to the underwriters the \$_____ provided for in subdivision (15) of clause second hereof), and that _____ shares of the common stock under the plan will be transferred and delivered to the representative for its services as herein set forth and _____ shares will be transferred and delivered to the underwriters as herein defined, or their nominees, in accordance with the terms hereof.

(h). The plan of reorganization provides that a maximum of _____ shares of _____% convertible preferred stock of new company, or _____ shares of common stock of the new company in lieu of one of preferred shall be issuable under the plan (together with certain shares of another company) to the holders of the \$_____ principal amount of _____% gold bonds of the old company which are not owned by Empire, and that not less than _____ units, each unit consisting of one share of convertible preferred stock and one share of common stock of new company, shall be offered under and pursuant to the plan of reorganization when confirmed in the reorganization proceedings at a price of \$_____ per unit to security holders and creditors of old company as set forth in the plan.

II. Empire agrees that no changes shall be made in the plan of reorganization above mentioned without the approval in writing of the underwriters and that, upon acquisition by new company of the property and assets mentioned in subdivision (f) of Article I, Empire will deliver or cause to be delivered to representative:

(a)
a certificate or other written instrument from _____ that such properties and assets, real and personal, so transferred, assigned, conveyed and delivered to the new company are the properties and assets and all the properties and assets deemed by _____ to be necessary or desirable for the business and operations of the new company contemplated in their report dated _____, _____; and

(b)
title policies or opinions of _____[e.g., Ohio] counsel, satisfactory to counsel for the underwriters, as herein defined, that the new company has title to such properties and assets, real and personal, so transferred, assigned, conveyed and delivered to it.

Empire represents that upon the transfer, assignment, conveyance and delivery to new company of the property and assets, real and personal, set forth in exhibit A hereto, a balance sheet of the new company based upon (a) the value of the property and assets, real and personal, described in exhibit A, as fixed by _____; (b) the fair value as determined by the inventory of the trustee of any part inventory or other property included in the assets which are to be transferred and conveyed to the new company or to be owned by _____, which will either be wholly owned subsidiaries of the new company or will transfer and convey their assets to the new company; and (c) the receipt by the new company of moneys as above mentioned will be substantially as set forth in the form of tentative pro forma balance sheet attached hereto as exhibit C.

Second.

Upon the basis of the foregoing statements, representations and agreements on the part of Empire, it is mutually agreed between Empire and underwriters, that, upon and subject to the terms and conditions herein set forth, Empire will cause the new company to sell to each of the underwriters named below, severally and not jointly and/or to their several nominees, and such underwriters will severally purchase from the new company, or find purchasers for, units consisting of one share of convertible preferred stock and one share of common stock of the new company in the number in the case of each underwriter set opposite its respective name as follows: _____.

Empire also agrees to be responsible for the shares of stock deliverable under the plan to holders of _____% bonds of old company not owned by Empire in the same manner and to the same extent as if Empire had purchased the shares and sold them to such bondholders and accordingly shall be entitled to compensation hereunder as an underwriter in like manner as if its undertaking to underwrite units were for the sum of its own commitment above set forth plus _____ units.

The parties above named are herein collectively designated as the "underwriters," and the word "units" includes the shares constituting

the units. It is definitely understood that the obligation of each of the underwriters named in the foregoing paragraph to purchase the units

from new company is several and is limited to the number of units written opposite its name.

The terms and conditions upon and subject to which the foregoing agreement to purchase is made are as follows:

(1). Prior to the expiration of _____ days from the date hereof (or such later date as the underwriters may severally agree to), new company shall have been duly formed and qualified to do business in the state of _____,

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shall have received from the trustee in the reorganization proceedings \$_____ cash (or satisfactory arrangements for such payments shall have been made), and shall have acquired the assets herein described or referred to now owned by _____ and/or one or more of its subsidiaries, free and clear of liens and encumbrances except as above mentioned, for and in consideration of the issuance and delivery of, or the obligation to issue, all shares of its _____ stock issuable under the plan to holders of _____% bonds of old company and all shares of its common stock to be outstanding under the plan, shall have elected _____ chairman of the board of directors, and _____ its president, and shall have done or in a manner satisfactory to representative shall have arranged to do all other things contemplated to be done on or before such date by the new company as herein or in the plan or reorganization set forth.

(2). Prior to the expiration of _____ days from the date hereof (or such later date as the underwriters may severally agree to), the plan of reorganization shall have been confirmed in the pending reorganization proceedings under section 77B of the Bankruptcy Act in the United States District Court for the _____ district of _____, _____ division, and the plan, as so confirmed, shall have been put into effect and carried out and shall have become binding on _____ and any of its subsidiaries included in the plan and all creditors and stockholders thereof and any and all right of appeal from the order confirming the plan shall have expired or otherwise finally terminated and any and all such appeals which may have been tMaken have been finally terminated and any and all such appeals which may have been tMaken shall have been finally disposed of and no longer pending.

(3). The certificate of incorporation of new company shall be in the form and terms of exhibit B, except to the extent changed or modified with the written consent of the underwriters' representative.

(4). The pro forma balance sheet of new company, after giving effect to the issue and sale of the units contemplated, hereby will be substantially the same as exhibit C hereto and will, in the opinion of independent certified public accountants satisfactory to representative, correctly set forth on a pro forma basis the financial condition of the new company as of the last day of the month next preceding the final confirmation of the plan. The plan shall not be deemed to have been finally confirmed until it shall have been duly confirmed by court order from which no appeal can be tMaken or as to which the time of appeal has expired and there shall be no appeal therefrom. No underwriter shall be bound to tMake up and pay for any of the units underwritten by such underwriter pursuant to this agreement unless all of the units underwritten are paid for on the closing date.

(5). If, at any time prior to final confirmation of the plan in the opinion of representative or of underwriters who herein agree, subject to the terms hereof, to purchase not less than _____% of the units underwritten, there shall be any material adverse change in economic or financial conditions, or in the conditions affecting the success of the new company from those existing at the date of this agreement, or the underwriters shall discover any condition unknown to them at the date of this agreement which in their opinion materially adversely affects the success of new company, the underwriters shall have the right to terminate their obligations hereunder. In case of the exercise of such rights by the underwriters, Empire and new company shall each be released and discharged from every of their obligations under this agreement, except for their obligation to pay the fees and disbursements of the underwriters' counsel as provided in paragraph _____ hereof. The plan shall not be deemed to have been finally confirmed until it shall have been duly confirmed by court order from which no appeal can be tMaken, or as to which the time of appeal shall have expired and there shall be no appeal pending.

(6). The issuance of the units by new company, and the form and terms of its certificate of incorporation and bylaws and all other instruments and documents to be executed by or affecting the new company and the title of new company to its properties free and clear of liens and encumbrances except as above mentioned, shall be subject to the approval of representative and their counsel, as well as the question of whether there shall have been a final confirmation as such term is herein defined of the plan of reorganization.

(7). The price per unit, consisting of one share of _____ stock and one share of _____ stock of the new company, shall be \$_____, all of which shall be paid to new company and used by it to mMake the payment to the underwriters provided for in subdivision 15 of this clause Second and in its business as working capital and for other proper corporate purposes.

(8). Empire agrees that new company will diligently endeavor when and as requested by representative to qualify the units and the shares of _____ and _____ stock included therein, and the shares of _____ stock referred to in subdivisions 14 and 15 hereof, for offer and sale under securities or blue sky laws of any states which the underwriters' representative may designate.

(9). Empire will cause new company promptly to use its best efforts to procure the listing of the units and/or of the _____ and _____ stock included therein, and the shares of _____ stock referred to in subdivisions 14 and 15 hereof, on the New York Stock Exchange and the registration thereof under the Securities Exchange Act of

1934, upon written request at any time from the underwriters' representative.

(10). Empire agrees that new company will pay and bear all costs and expenses in connection with the issuance and delivery of the units, including (but without being limited thereto) any stamp or other taxes connected with the issuance thereof, obtaining certification or qualification of the units and/or convertible preferred and common shares included therein and of the _____ common shares to be delivered pursuant to subdivisions 14 and 15 hereof under the blue sky laws of such states as the underwriters' representative may designate as herein provided, and the preparation and delivery of certificates therefor, including the actual charges and expenses of mailing, insurance, etc. Empire will also deliver to the underwriters' representative, without cost to the underwriters, such subscription blanks, warrants, descriptive data, and other papers, in form satisfactory to counsel for representative, as may reasonably be requested. In the event the underwriters shall terminate their obligations under this agreement pursuant to the provisions of subdivision 5 of this clause Second, Empire agrees that it or the new company will pay the fees and disbursements of _____, counsel for the underwriters, herein sometimes referred to as the "underwriters' counsel." In the event that the underwriting transaction contemplated in this agreement is not consummated for any other reason Empire agrees that it or new company will pay the fees and disbursements of the underwriters' counsel and the out-of-pocket expenses of representative in connection with the transaction. In the event that the underwriting transaction contemplated in this agreement is consummated, payment of the fees and disbursements of the underwriters' counsel and the out-of-pocket expenses of the underwriters' representative is provided for in subdivision 15 of this clause Second.

(11). Empire will cause new company to enter into an agreement:

(a)

to furnish the underwriters' representative an annual audit setting forth the financial condition of the new company and its several subsidiaries, both on an individual and a consolidated basis, including (without being limited thereto) balance sheet, annual income statement, analysis of surplus and summary of changes (if any) in reserves, together with the auditor's comments and notations with respect thereto, all in reasonable detail and certified by independent public or certified accountants satisfactory to the underwriters' representative, and

(b)

to furnish the underwriters' representative quarterly earnings statements and balance sheets of the new company and its several subsidiaries, both on an individual and on a consolidated basis, which shall be in reasonable detail but need not be certified by independent public or certified accountants.

New company shall also agree to comply with all applicable requirements of the Securities Act of 1933 and the Securities Exchange Act of 1933 and the Securities Exchange Act of 1934, both as now or hereafter amended, and with all applicable rules and regulations of the Securities and Exchange Commission under said Acts, as from time to time in force, so far as necessary to permit the continuance of sales or dealings in the units or the _____ and _____ shares included therein.

(12). If any of the underwriters shall fail or refuse to purchase the units which it has herein undertaken to purchase, or any thereof, the other underwriters who desire to do so shall have the right, but shall not be obligated, to purchase such units in proportion to the respective number of units which they have severally agreed to purchase herein or in such other proportion as they may agree upon, or to find or procure another underwriter or underwriters for such units. The provisions of this paragraph shall not apply if the underwriters exercise the right to terminate their obligations under this agreement.

(13). Subscriptions to units by holders of bonds of, claims against, and _____ and _____ stock of _____, pursuant to subscription certificates or other instruments, shall first be filled.

As soon as may be, and in any event, within 3 days after the expiration of the subscription rights, the underwriters shall receive written notice from Empire of the number of units not subscribed for pursuant to such subscription rights (herein sometimes called "unsubscribed units") and the several obligations of the underwriters to purchase units hereunder shall apply only to such unsubscribed units.

The units which the underwriters will be called upon severally to purchase shall be computed on a pro rata basis according to the number of units set forth above opposite the respective names of the underwriters and the units the underwriters are severally called upon to purchase shall be taken and paid for by each of the underwriters, against delivery of certificates therefor, upon seven days' written notice to each of the underwriters, provided, however, that in no event shall any of the underwriters be called upon to purchase a greater number of units than its pro rata of the

unsubscribed units or than is set opposite its signature hereto, whichever is less.

(14). In addition to the _____ shares of _____ stock of the new company to be delivered to representative as provided in subdivision 15 hereof, there will be delivered to the underwriters, for and as consideration for the underwriting contemplated hereby, by the new company _____ shares of _____ stock of the new company, to be divided among the underwriters pro rata according to the number of units respectively underwritten by the underwriters except that, for the purpose of such division, Empire shall be treated as if the units delivered under the plan to holders of _____% bonds of old company, which are not owned by Empire, had been underwritten by Empire. At the time of the taking up by each underwriter of its proportion of the unsubscribed units, there shall be delivered to each underwriter its pro rata portion of the _____ shares of _____ stock of new company which are the consideration of this underwriting. In case all of the units are subscribed pursuant to the terms of the plan and thus the underwriters are not required to make up unsubscribed units, there shall be delivered, upon consummation of the plan, to each underwriter who has not prior thereto terminated its obligation under the underwriting agreement its pro rata portion of the _____ shares of _____ stock of the new company.

(15). There shall be delivered to representative by new company _____ shares of _____ stock of new company for and in consideration of the following but without any further consideration to be paid by or received from representative:

(a)

Services of representative in connection with working out plans for, and advising with respect to, the financing of the new company; and for its services in connection with the underwriting contemplated by this agreement by the underwriters herein named and its participation in this agreement to that end;

(b)

agreement of representative that it will assist Empire in making available to holders of bonds of, claims against, and preferred and common stock of old company, information pertaining to new company as furnished to the underwriters' representative by Empire and new company and the opportunity of such holders to subscribe to units of the new company.

Empire also agrees that the new company will pay to representative the sum of \$_____ to be used by the underwriters' representative as follows:

Out of such sum \$_____ will be retained by representative to compensate it for organizing within its various offices personnel and facilities to endeavor to furnish information with regard to the same. Out of the remainder of such sum, namely \$_____, there shall be paid the fees and disbursements of the underwriters' counsel, and any sum remaining thereafter may be paid by representative, for such purposes and in such amounts as it may determine, to salesmen, dealers and others who procure the exercise of subscription rights by those entitled to exercise the same, and/or as commissions or concessions to the members of any selling group that may be formed and/or as expenses in connection with the formation and management of the selling group including expenses of representative for itself and the other underwriters in connection with the selling group, the excess (if any) of such funds remaining after the payment of all the foregoing to be distributed to the underwriters who have fulfilled their obligations hereunder in proportion to their respective commitments in this agreement. In the application of such moneys, except the \$_____ to be retained by representative as above provided, representative shall be treated on the same basis as the other underwriters.

(16). All shares of stock included in the units or otherwise deliverable hereunder, including shares deliverable to the underwriters as

compensation for the underwriting and the shares to representative under subdivision 15 hereof, shall, in the opinion of underwriters'

counsel, be fully paid and nonassessable.

(17). All notices, consents, requests, agreements and approvals and all modifications or amendments to any instruments contemplated hereunder or made in connection herewith are to be in writing and signed by the underwriters' representative. Any notice of other communication (a) to the underwriters hereunder shall be given to representative at _____ and (b) to Empire at _____.

(18). This agreement shall enure to and be binding upon the several underwriters and their successors and assigns and shall enure to the benefit of and be binding upon Empire, its successors and assigns. Nothing expressed or mentioned in this agreement is intended or shall be construed to give any person or corporation, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this

agreement or any provision contained; this agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the respective successors and assigns and for the benefit of no other person or corporation.

In witness whereof [etc.].

Will with equitable life estate and right to purchase real property.

I, _____, of the City of _____, County of _____ and State of _____, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all former wills made by me.

First. I direct that all of my legal debts and funeral expenses be paid as soon as it conveniently may be done after my decease.

Second. I direct that my tangible personal property be sold.

Third.

(a). I give and bequeath unto _____ the sum of \$_____.

(b). I give unto _____ and _____ the right to purchase from my estate, my real estate in _____ Township, _____ County, _____, see Deed Book Volume —, page —, for its appraised value at the time of my death. Said right shall be exercised by written notice to my Executor within six (6) months after my death. If these parties do not purchase same, said real estate shall be sold on the open market, and the proceeds be part of my residuary estate.

Fourth. All the residue of my estate, I give to _____ to hold in Trust in the manner set forth.

(A). The Trustee shall invest and reinvest this Trust Estate and shall distribute the Net Income (hereinafter called "Income") and principal as follows:

(1). During the lifetime of _____ if she survives me, the Trustee shall pay the Income quarter-annually to her for the benefit of _____ for so long as she shall live.

(2). If the Trustee considers the income to be insufficient in view of other income of which it has knowledge to provide for the welfare and comfortable support of _____, including funeral expenses, the Trustee is authorized in its discretion to use such sums from principal as it deems advisable thereof.

(3). Upon the death of _____ the then principal shall be divided into equal parts and shall be distributed as follows:

(a). _____ (_____) part to _____, if living.

(b). _____ (_____) part to _____, or if she is deceased, to her then living issue per stirpes.

(B). If any remainderman under the foregoing provisions is a minor and is entitled to a share in excess of the amount which may be paid to his or her natural guardian, such share shall be retained by the Trustee in a separate trust until the twenty-first (21st) birthday of said remainderman, at which time, the trust shall terminate and the principal shall be transferred and delivered to him or her free of trust. During such minority period, the Trustee shall pay to the person having custody of said remainderman, without liability on the part of the Trustee to see to the application thereof, or may expend directly so much of the Income and principal as it deems advisable for the welfare, comfortable support and education of said remainderman and shall add any excess Income to principal and invest it as such. In the event of the death of said remainderman during minority, the Trustee is authorized in its discretion to pay part or all of the funeral expenses, and the remaining principal shall be transferred and delivered to said remainderman's heirs, subject to the provisions of this paragraph.

(C). The interest of any beneficiary hereunder, including a remainderman, in Income or principal, shall not be subject to assignment, alienation, pledge, attachment or claims of creditors until after payment has actually been made by the Trustee as hereinbefore provided.

(D). Upon the death of any Income beneficiary, any Income accrued or received by the Trustee subsequent to the last Income Payment date shall be paid to the person or persons for whose benefit the principal producing such Income is continued in trust or to whom such principal is distributed under the terms hereof.

(E). Corporate distributions received in shares of the distributing corporation shall be allocated to principal, regardless of the number of shares and however described or designated by the distributing corporation.

(F). The Trustee hereunder shall have the following powers, in addition to and not in limitation of those granted by law; to accept assets in kind in distribution from my estate; to collect proceeds of insurance on my life and to use such proceeds to purchase assets from my estate; to retain assets in kind, including shares of its own corporate stock, or to sell the same and to invest and reinvest the proceeds of any cash in any kind of property, real or personal, or part interest therein, without being restricted to investments which are listed as legal for trust funds; to pledge, exchange or

mortgage real or personal property and to lease the same for terms exceeding five (5) years; to give options for sales, leases and exchanges, to borrow money; to compromise claims; to vote shares of corporate stock, in person or by proxy, in favor of or against management proposals, except that the Trustee shall vote shares of its own corporate stock only as directed by a competent adult Income beneficiary of the trust in which said shares are held; to carry securities in the name of a nominee; to make division or distribution hereunder either in cash or in kind; and to allot different kinds of or interests in property to different shares.

(G). The Trustee may resign at any time, without stating cause, by petitioning a court of competent jurisdiction to designate and appoint a successor corporate Trustee. In case of the merger or consolidation of the Trustee, the resultant company shall become successor Trustee hereunder without notice to any party.

(H). The Trustee shall be entitled to receive annual compensation for its services hereunder in accordance with its schedule in effect when the services are performed, but not in excess of such compensation as would be approved by a court of competent jurisdiction.

Fifth. I appoint _____ Executor of this my Last Will and Testament, giving to my Executor the same powers as are hereinbefore given to my Trustee, including the right to distribute my securities or other property in kind.

No bond shall be required of any fiduciary hereunder in any jurisdiction.

Sixth. I direct that all estate, inheritance and other taxes in the nature thereof, together with any interest and penalties thereon, becoming payable because of my death with respect to the property constituting my gross estate for death tax purposes, whether or not such property passes under this Will, shall be paid from the principal of my residuary estate; and no person receiving or having a beneficial interest in any such property, whether under this Will or otherwise, shall at any time be required to contribute to or refund any part thereof. At any time prior to the vesting of a future interest in possession and enjoyment, my Executor or the Trustee to whom my residuary estate has been distributed shall have the discretion to elect to prepay all or any part of the death taxes thereon, and such election shall be binding upon all parties in interest.

In witness whereof, I have set my hand and seal on _____[date].

_____(Seal)

Signed, sealed, and published and declared by the above named Testator, _____, as and for his Last Will and Testament, in the presence of us, who in his presence, at his request and in the presence of each other have hereunto subscribed our names as witnesses thereto.

General forms.

This agreement is made in duplicate original at _____ this _____[date] between _____, of _____(seller) and _____, of _____(buyer).

Seller is engaged in business as a _____ in the City of _____, State of _____, and has agreed to sell to buyer all h— right, title and interest in h— business and the goodwill in it.

Therefore, it is mutually agreed as follows:

1.

Seller sells to buyer all h— right, title and interest in h— business of _____, including the goodwill of it as a going concern, stock in trade, fixtures, equipment, tools, effects, book accounts and other debts now due and owing to seller upon account or in respect of the business, and all securities for same, and also all contracts and engagements, benefits, and advantages, which have been entered into by seller, or to which —he is or can be entitled on account or in respect of the trade or business.

2. Buyer purchases above-described property from seller and agrees to pay for it to seller \$_____ payable as follows: _____.

3.

Seller agrees not to, for a period of _____ years from the date of this contract, directly or indirectly, engage in the business of _____ within _____, nor aid or assist anyone else in that business in the territory, except as an employee of buyer.

4.

It is agreed that if at any time seller shall violate paragraph three, damages to buyer from such violation shall be substantial but difficult of ascertainment, seller agrees for each such violation to pay to buyer \$_____ as liquidated

damages, it being agreed by the parties that \$_____ is a fair measure of damages for each such violation.

5.

Seller, for h—self, h— heirs, executors, and administrators, covenants with the buyer, h— executors, and administrators, and assigns, that seller has now good right to assign the goodwill, stock in trade, fixtures, and effects, book and other debts, and premises, in the manner set forth above, and that same shall be enjoyed by buyer, h— executors, administrators, and assigns, free from any interruption or disturbance as; and also seller shall not, either by h—self or with any other person or persons, cause to be done, any wilful act or thing to the prejudice of the trade or business of a _____, as carried on and conducted by seller, h— executors, administrators, and assigns, but will, whenever required by buyer, h— executors, administrators, or assigns, render every assistance and give all necessary evidence for the purpose of recovering or otherwise enforcing payment of all or any of the trade debts, and vesting absolute ownership in buyer, h— executors, administrators, or assigns.

6.

Seller, for h—self, h— executors, administrators, and assigns, covenants with buyer, h— executors, administrators, and assigns that seller will at all times save harmless and keep indemnified buyer, h— executors, administrators, and assigns, and h— and their estate and effects, from and against all losses, costs, expenses and damages which may be incurred by or by reason of any action or proceeding which shall or may be brought and instituted against buyer, h— executors, administrators or assigns, for or in respect of any debts, contracts, and engagements for or on account of the business or credit of them which do not appear from the books or from seller's affidavit of creditors furnished buyer with this agreement, and also all interest, costs, expenses, losses, claims, and demands on account of the same debts, contracts, and engagements respectively or otherwise in relation to the premises.

7.

[If sales tax payable on transaction] [Seller] [Buyer] shall pay the _____[state or tax levying authority] sales tax on the sale of business and personal property under this contract, and covenants to save harmless and indemnify [buyer] [seller] from and against all liability for the tax.

8.

Buyer, for h—self, h— executors, administrators [successors] and assigns, covenants with seller, h— executors, administrators [successors] and assigns, that buyer will save harmless and keep indemnified seller, h— executors, administrators [successors] and assigns, and h— and their estate and effects, from and against all losses, costs, expenses, and damages which may be incurred by or by reason of any action or other proceeding which may be brought or instituted against buyer, h— executors, administrators, or assigns, for or in respect of the goodwill, stock in trade, effects, and premises, or for the recovery of the several sums of money which by the books appear to be due and owing from seller in respect of the trade or business, and also from and against the contracts and engagements to which by the books seller appears to be now liable, and also all interest, costs, expenses, losses, claims, and demands on account of the same debts, contracts, and engagements respectively or otherwise in relation to the premises.

9. The proration of the consideration for this contract is as follows:

a.

Stock in trade \$.....

b.

Fixtures \$.....

c.

Equipment, tools, effects \$.....

d.

Debts receivable \$.....

e.
Goodwill as going concern \$.....

10.
Seller agrees to furnish buyer with seller's affidavit containing a true, correct and full list of the names and addresses of all creditors of seller for or on account of the business and a schedule of the property transferred, as is required by the Uniform Commercial Code—Bulk Transfers of _____[state], to wit, _____[statutory citation]; and the parties agree that this contract of sale and [down] payment of \$_____ shall be placed in escrow with _____, Esq., who is instructed to notify all creditors listed in the affidavit and to publish notice to creditors of this sale and of the time and place for presentation and payment of their claims, to pay all claims of creditors presented to h— out of the funds in escrow and to do all things, in his sound discretion, without liability for so doing, as are required by the Uniform Commercial Code—Bulk Transfers of _____, in regard to execution of this contract.

11.
This contract is effective upon its execution, but the sale of the business shall not be completed until close of the escrow, which shall be on or before _____[date], and, upon close of escrow, a duplicate original of this contract shall be delivered to buyer and the other duplicate original shall be delivered to seller, and out of funds in escrow, attorney fees of _____, Esq., for services in connection with this contract and escrow first will be paid, expenses in connection with this contract and escrow next will be paid, and the balance shall be paid over to seller. Also, upon close of escrow the sale under this contract shall be fully executed, title to the business and property sold by this agreement shall pass from seller to buyer and vest in buyer absolutely, and possession of the business and property shall be delivered to buyer.

12.
This agreement shall bind and inure to the heirs, executors, administrators, successors and assigns of the parties.

13.
In witness, etc.

[Signatures]
[Acknowledgment where required]

Community unit plans.
_____[title] _____[preamble]

Section 1. This area is established to include various types of development, such as single-family residences, multiple housing units, neighborhood and community shopping centers, professional and administrative areas, commercial service centers, and industrial parks and other uses or combination of uses which may be made appropriately a part of a planned unit development. This classification is established to allow flexibility of design which is in accordance with the objectives and spirit of the general plan.

Section 2. Planned unit development districts, or PUD districts, may be established or removed from the zoning map on the application of a property owner or owners, or on the initiative of the Planning Commission of the City of _____ or _____[specify other authorized agency, such as: The City Council] in accordance with the procedures set out in this ordinance.

Section 3. An application for the establishment of a PUD district shall be accompanied by a preliminary development plan which, if approved by the Planning Commission of the City of _____ and _____[the City Council], shall

become a part of the zoning map of this city.

a. The preliminary development plan shall contain the following information:

(1)

Proposed land uses;

(2)

Location of buildings, structures and building groups;

(3)

Proposed dwelling unit density in residential areas;

(4)

Floor area ratios and maximum heights of the proposed buildings;

(5)

Proposed street cross-sections;

(6)

Proposed parks, playgrounds, school sites and other open spaces and public areas;

(7)

Location and type of existing and proposed landscaping, and identification of any existing trees to be removed;

(8)

Economic feasibility analysis of proposed commercial uses;

(9)

Delineation of the major units within the development;

(10)

Relation to future land use in surrounding area as proposed in the general plan;

(11)

Public utilities facilities location, and proposed location of wires and conduits;

(12)

Suitable scale drawings of present area and of planned unit development as proposed; and

(13)

Proposed off-street parking.

b.

The Planning Commission of the City of _____ and _____[the City Council] may require further information for the purpose of determining whether or not the planned unit development as proposed will comply and conform substantially to the general plan.

Section 4. Pursuant to the determination required of substantial conformity with the general plan, the Planning Commission of the City of _____ and _____[the City Council] shall make the following additional findings prior to any zoning or rezoning of the affected area:

(1). That the total development in each individual unit therein shall exist as an independent unit capable of creating an environment of sustained desirability and stability or that adequate assurance will be provided that such objective will be attained; that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.

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- (2). That the streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic, and that the density shall not generate traffic in such amounts as to overload the street network outside the PUD district.
 - (3). That any proposed commercial development shall be justified economically at the locations proposed, to provide for adequate commercial facilities of the types proposed.
 - (4). That the economic impact created by the district shall be absorbed by the city (police, fire service, water supply, sewage disposal, etc.).
- [Signature of authorized official] Approved as to form:
[City Attorney]

Termination in event of default, bankruptcy, etc., of publisher.

In the event we breach any term or condition of this agreement or fail to render true and accurate statements if and when called for or fail to pay you the money due in the amount and at the time provided, and any such default is not cured within _____ days after written notification by you to us that such default has been committed, or in the event we shall reorganize or file a petition in bankruptcy or be adjudged a bankrupt, or mMake an assignment for the benefit of creditors or become insolvent, or if a receiver is appointed for our property, then on the happening of any such events, this agreement shall automatically and without further notice cease and terminate and thereon neither we, nor our representatives, receivers, trustees, agents and successors shall have any further right to publish, sell or deal in or with magazine issues for which your names, characters, and all other matters are licensed under the terms of this agreement. A termination of this agreement under the provisions of this paragraph or otherwise shall not in any manner affect the retention of any or all money in royalties previously paid to you and shall not in any manner affect our obligation to account for and pay over to you any money due by reason of the publication and sale of copies published prior to the termination of this agreement.

Virginia—Grain warehouse bond.

Grain Bond

As Dealer Under Grain Dealers Licensing and Bonding Law

Bond No. _____ State of _____ County of _____

Know all men by these presents: that we _____ (See instructions on back) of _____, as principal and _____ (Name of Surety Company) of _____, as Surety, are held and firmly bound unto the Commissioner of Agriculture and Consumer Services of the Commonwealth of Virginia, and his successors in office, for the use and benefit of every person establishing legal rights hereunder, in the full and just sum of _____ Dollars, (\$____), to the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Whereas by Section 3.1-722.16 and 3.1-722.17, Code of Virginia, dealers in grain products are required to obtain a license from the Commissioner of Agriculture and Consumer Services of the Commonwealth of Virginia and to give bond in such form and amount as shall be approved by the Commissioner, conditioned upon a full compliance with the provisions of the said Code as amended.

Now, therefore, the condition of this obligation is such that if the above-named principal shall faithfully and truly account for and mMake payment to producers, their agents or representatives, for all grain products bought from or handled or sold for such producers, their agents or representatives, as required by Section 3.1-722.18, Code of Virginia, then this obligation to be void, otherwise to remain in full force and effect.

The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims which may accrue during the term hereof.

The inception of this bond becomes effective on the _____ day of _____, _____, at twelve and one minute o'clock a.m., Standard Time, and continues in effect until the surety withdraws from this bond by giving 60 days' written notice by registered mail to the Commissioner of Agriculture and Consumer Services, provided such withdrawal shall not release said surety from any liability existing hereunder at the time of the effective date of said withdrawal.

Signed, sealed and dated this _____ day of _____, _____ (insert actual date of execution)

(Please observe instructions for execution on reverse side)

_____(Seal) _____(Seal)

Principal Surety

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By: _____ By: _____

(Please attach copy of Power-of-Attorney for the person executing this bond for the surety). (When completed, this bond should be mailed to the Department of Agriculture and Consumer Services, 703 Washington Building, 1100 Bank Street, Richmond, Virginia 23219).

[Reverse side]

I. Information for the Preparation and Execution of This Bond

A. The name of principal on the bond should be correctly stated, and should precisely agree with name of applicant on the application for license as dealer in grain products. (Any material variation may delay issuance of license).

B. The name in which business is conducted should follow the name or names of the principal where the applicant does business in a fictitious name.

Examples:

Individual operating in own name: "Henry Smith"

Individual owner operating in another name: "Henry Smith d/b/a City Produce"

Partners operating in another name: "John Doe, Richard Roe, and Mary Roe d/b/a Acme Produce"

Corporation operating in own name: "Chase & Company (a corporation)"

Corporation operating in another name: "John Doe Enterprises, Inc. d/b/a Superior Produce"

II. Execution by Principal

A.

If the principal of this bond is:

1.

An individual; this bond must be signed by the principal

2.

A partnership; this bond should be executed in the name of the partnership, and must be signed by at least one of the partners

3.

A corporation; this bond must be executed in the name of the corporation, by its President or Vice President, with impression or corporate seal affixed, and attested by Secretary or Assistant Secretary of the corporation

III.

Execution by Surety

A.

Should be by a properly authorized person, whose title should be shown with impression of the corporate seal of the surety affixed, and a copy of the Power-of-Attorney of that person attached to the bond.

IV.

....

V.

Attach Power-of-Attorney

Articles of limited partnership.

Articles of Limited Partnership This limited partnership agreement is made on _____[date] in _____ by and

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between _____ as general partners and _____ as limited partners.

Article I.

Governing Law

The parties to this agreement by it form a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act of the

State of _____, and that act shall govern the rights and liabilities of the parties to this agreement.

Article II.

Name

The name of this limited partnership shall be _____.

Article III.

Term

This limited partnership shall begin the day the certificate of limited partnership is duly filed and shall continue until terminated in

accordance with this agreement.

Article IV.

Purposes

The purposes of this limited partnership are to invest in improved and unimproved real estate in the State of _____ and to lease,

develop, sell, mortgage, or otherwise transfer all or a portion of the real estate with the goal of earning a profit for the limited partnership.

Article V.

Principal Place of Business

The principal place of business of the limited partnership shall be in _____ or such other place or places as the general partners

may designate from time to time.

Article VI.

Capital Contributions

(a). The general partners shall transfer to the limited partnership the real estate described in Exhibit I under the terms and conditions set

forth in that exhibit. The general partners shall not be required to mMake any additional contributions to capital.

(b). Each limited partner shall contribute the amount of cash specified in Exhibit II.

(c). If any limited partner fails to mMake h— entire cash contribution within 30 days after the date of this agreement, then —he will be in default, and the general partners may sell and transfer all or any part of the limited partnership interest of the defaulting limited partner to another limited partner or, if no other limited partner will purchase the interest, to any other person. The sale and transfer shall be made in such manner as the general partners may determine, and upon such sale and transfer, the defaulting limited partner shall cease to have any right, title or interest in the limited partnership with respect to the portion sold and transferred. Notwithstanding any sale and transfer, the defaulting limited partner shall remain liable to the limited partnership for the delinquent amount, less any net amount received from the sale and transfer, plus interest from the date due until the date paid at the rate of _____% per annum and all reasonable attorney fees, costs, and expenses incurred by the limited partnership to recover the delinquent amount.

(d). Each partner's capital contribution shall be credited to a separate capital account to be maintained for each partner. No interest shall be paid on any capital contribution.

Article VII.

Partnership Management

(a). The partnership business shall be managed by the general partners. In addition to those powers granted to the general partners by law, the general partners shall have the power to execute leases and management contracts, incur obligations on behalf of the limited partnership in connection with the business, and execute on behalf of the limited partnership any and all instruments necessary to carry out the purposes of the limited partnership, including the power to dispose of the real property or other assets of the limited partnership for full and adequate consideration. However, the general partners may not sell or pledge more than _____% of the assets owned by the limited partnership at the time of sale or pledge in one or a series of transactions without the affirmative vote of limited partners entitled to _____% or more of the profits of the limited partnership.

(b). No limited partner may participate in the management of the limited partnership or subject the limited partnership

to any liability or obligation.

(c). The general partners may employ persons in the operation and management of the limited partnership business for such compensation as they determine.

(d). The general partners have no authority to do any act in contravention of this agreement or the certificate of limited partnership; to do any act that would make it impossible to carry on the limited partnership's ordinary business; to confess a judgment against the limited partnership; to admit anyone as a partner except as otherwise provided in this agreement; or to possess or assign rights in limited partnership property for other than a limited partnership purpose.

Article VIII.

Status of Limited Partners

(a). The limited partners are not personally liable for the expenses, liabilities, or obligations of the limited partnership.

(b). A limited partner may only withdraw h— capital account following the termination of the limited partnership, but no part of the capital account of any limited partner may be withdrawn unless all partnership liabilities, other than liabilities to partners on account of their capital contributions, have been paid or unless the partnership has sufficient assets to pay such liabilities. In making such a withdrawal, no limited partner may demand or receive property other than cash in return for his capital contribution.

Article IX.

Addition of Limited Partners

Except when a limited partner has defaulted in making h— capital contribution, the general partners may not admit additional limited partners without the consent of limited partners entitled to ____% of the profits of the limited partnership.

Article X.

Profits and Losses

(a). Profit. The net profit of the limited partnership shall be equal to the taxable income of the limited partnership as shown in the limited partnership tax return filed with the United States.

Except as provided in Article XI, profits shall be divided as follows:

(1). ____% to the capital accounts of the general partners in accordance with the percentages set forth in Exhibit I.

(2). ____% to the capital accounts of the limited partners in accordance with the percentages set forth in Exhibit II.

(b). Losses. All losses shall be entirely allocated to the limited partners' capital accounts in proportion to their capital contributions, but no limited partner may be liable for more than h— individual investment in the limited partnership.

Article XI.

Limitation on Allocations and Distributions to General Partners

Notwithstanding Article X, the general partners shall not receive any share of profits or distribution of capital until such time as a limited partner has been returned h— investment through a combination of profits and losses. For the purpose of this computation, the capital contribution of a limited partner shall be considered to be \$____. From this amount, 100% of the profits distributed to a person making such a capital contribution and 50% of the losses shall be deducted.

Article XII.

Assignment of Partners' Interests

(a). General partners. No general partner may assign, mortgage, encumber, or sell all or a portion of h— interest as general partner to anyone other than another general partner or limited partner. The transferee shall be a general partner to the extent of the interest transferred.

(b). Limited partners. A limited partner's right to receive any income from the limited partnership may not be transferred without the prior, written consent of the general partners, who may not unreasonably withhold such consent. A limited partner may not transfer all or a portion of h— capital interest unless —he first gives the other limited partners the opportunity to purchase the interest at its fair market value, as determined by the general partners. The limited partners shall have _____ days to purchase the interest.

Article XIII.

Compensation for General Partners

In addition to receiving a share of net profits, as provided in Article X, the general partners are entitled to a management fee equal to ____% of the value of the assets listed on the year-end balance sheet of the limited partnership, prepared in accordance with generally accepted accounting principles, but in calculating the value of the assets for the purpose of determining the management fee, there shall be no reduction for accumulated depreciation.

Article XIV.

Banking

Partnership funds shall be deposited in such bank or banks as the general partners select. All withdrawals shall be made with checks signed by a general partner or h— authorized agent.

Article XV.

Books and Records

The limited partnership shall maintain its books and records at its principal place of business or such other place as designated by the general partners. The books and records shall be available for reasonable inspection by any partner or a partner's authorized representative. At the end of each calendar year, the general partners shall choose a certified public accountant to mMake a certified audit of the books and distribute to the limited partners a full and detailed statement of business operations during the year. Each partner has the right to conduct, at h— own expense, a private audit of the books and records if —he does so at a reasonable time and after notifying the general partners, but not more often than once in 18 months.

Article XVI.

Termination of Limited Partnership

The limited partnership shall terminate upon the happening of any of the following events:

- (a). Sale of all or substantially all of the partnership assets.
- (b). The death, bankruptcy, retirement, or adjudication of insanity or incompetence of the last remaining general partner.
- (c). The insolvency or bankruptcy of the limited partnership.
- (d). Agreement by limited partners entitled to _____% or more of the profits of the limited partnership that the limited partnership

shall terminate.

Article XVII.

Distribution on Dissolution

After the termination of the limited partnership, the general partners or, if paragraph (b) of Article XVI applies, the limited partners

shall liquidate the partnership property and apply the proceeds in the following order of priority: (a). To creditors (except limited partners on account of their contributions and general partners) in the order of their priority as provided by law.

(b). To partners as follows:

- (1). _____% to the general partners in accordance with the percentages set forth in Exhibit I.
- (2). _____% to the limited partners in accordance with the percentages set forth in Exhibit II.

Article XVIII.

Power of Attorney

Each of the limited partners by this agreement constitutes and appoints _____, general partners, as h— true and lawful attorneys

with the power to mMake, execute, sign, acknowledge and file in h— name, place, and stead a certificate of limited partnership under the laws of the State of _____, and a certificate of conducting business under an assumed name, and to execute such other instruments as may be required under the laws of the State of _____, and any amendments to the foregoing. Article XIX. Death, Retirement or Incompetency of General Partner When a general partner dies, retires, or is adjudicated insane or incompetent, —he, h— personal representative, or guardian shall be paid the amount the general partner would have received had the limited partnership been liquidated at that time. After such payment is made, the interests of the remaining general partners and the limited partners shall be adjusted in accordance with Exhibits I and II. Article XX. Death or Incompetency of Limited Partner When a limited partner dies or is adjudicated insane or incompetent, h— personal representative or guardian shall succeed to the rights of the limited partner. Article XXI. Notices All notices provided for in this agreement shall be sent by registered or certified mail to the parties at the addresses set forth in Exhibit

III.

Article XXII.

Successors

This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the partners. Article XXIII. Arbitration Any controversy arising in relation to this agreement shall be settled by arbitration in the City of _____ pursuant to the then applicable rules of the American Arbitration

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Association. Article XXIV. Counterparts This agreement may be executed in counterparts, each of which shall constitute an original of it. Article XXV. Accounting Year The accounting year of the limited partnership shall be the calendar year. Article XXVI. Amendments This agreement may be amended with the consent of limited partners entitled to ____% or more of the profits of the limited partnership. Article XXVII. Organizational Expenses All expenses required for the formation of the limited partnership shall be paid by the limited partnership. Article XXVIII. Integration Clause This agreement constitutes the final written expression of the parties' agreement, and any statements, oral or written, that differ from the terms of this agreement shall have no effect. In witness of which, the parties have executed this agreement _____[date]. _____Limited Partners _____General Partners [Acknowledgment]

Resolution—Appointing zoning commission.

On resolution duly made, seconded and carried, it was _____[unanimously or by majority vote of those present] RESOLVED, that _____[names], _____[specify positions, if applicable, such as: all members of the Town Council of the Town of _____, _____ County, _____(state)], be and are hereby appointed as a commission, to be known as the Zoning Commission of _____, _____ County, _____[state], to recommend the boundaries of the original zoning districts to be formed in the Town of _____ and of appropriate regulations to be enforced in _____ with respect to zoning and planning, to mMake a preliminary report and hold public hearings thereon before submitting its final report to this _____[name of legislative body, such as: Town Council]; and it was further RESOLVED, that the Zoning Commissioners appointed above be and they are hereby authorized and empowered, at the expense of the Town of _____, to have prepared a Zoning Map as part of the preliminary report to be made by them, and to give appropriate and suitable notices of the public hearing(s) to be held; and it was further RESOLVED, that _____[name], one of the Zoning Commissioners named above, chair the above-appointed Zoning Commission in its functions and deliberations.

Dated: _____

[Authorized signature]

Bill of sale by liquidating trustees.

We, _____, _____ and _____, liquidating trustees of _____ Company of _____, _____, for a valuable consideration, to us paid by _____ of _____, receipt of which is acknowledged, have granted, bargained, sold, released and delivered to _____, all the right, title and interest of the liquidating trustees in and to all of the remaining unpaid notes, judgments and/or other claims receivable owing to _____, without prejudice to the ownership of _____ because of any omissions, in the attached schedule which is incorporated into this Bill of Sale.

To have and to hold the receivables, all and singular, for the use, ownership and behoof of _____, and its assigns.

In witness, we have set our hands and seals this _____ day of _____, at _____, _____.

[Signatures, liquidating trustees of _____ Company]

Resolution of zoning board granting a variance.

_____[title] On _____[date], _____[name] filed an application for a variance of _____[cite zoning ordinance] to permit the erection of a _____[specify type of structure], exceeding the limitations of such ordinance, on the premises situated at _____[specify]. A public hearing on this application was held by the zoning board at _____[location], on _____[date], after due notice by _____[state manner of giving notice]. At such hearing the following persons appeared in support of such application: _____[names], and the following persons appeared in opposition thereto: _____[names]. Following inspection of the premises, the zoning board was of the opinion that a variance should be granted under the provisions of _____[cite ordinance and appropriate sections thereof].

Now, therefore,

BE IT RESOLVED, that this application is hereby granted, and the _____[appropriate town official] is hereby authorized to issue

a building permit for such construction on compliance by the applicant with all other provisions of the Building Zone

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Ordinance and the Building Code of the Town of _____ and all other regulations pertaining to building of this type. Dated: _____ [Signatures]

To incoming partner, with concurrence of continuing partners.

This agreement is made _____, 19__, between _____, called the seller, _____, called continuing partners, and _____, called purchaser.

1.

The seller, with the approval of the continuing partners, agrees to sell, and the purchaser agrees to purchase, all the share and interest of the seller in the goodwill of the business of _____, as it is now carried on by the seller in partnership with the continuing partners, under the firm of _____, and in the assets, property, and capital of the partnership, and in the profits as from the _____ day of _____.

2.

The purchase money shall be _____ dollars, but the purchaser shall be entitled to deduct from the purchase money all money now or at any time before completion to be drawn out by the seller in anticipation of his [her] share of profits for the current year.

3.

The purchase shall be completed on the _____ day of _____, at the office of the firm, at which time and place the seller shall, upon payment of the purchase money (subject to deduction, if any, as stated), execute a proper assignment of the premises to the purchaser, with powers of attorney and other provisions as may be proper. If from any cause whatever, other than the wilful default of the seller, the purchase shall not be completed on or before that day, the purchaser shall pay to the seller interest on the purchase money (after making the deduction as stated) at the rate of _____ percent per year from that day until completion of the purchase.

4.

Proper instruments shall be executed for the indemnification of the purchaser by the seller from all the debts, liabilities, and engagements of the firm, if any, entered into, accepted, or given before the _____ day of _____, which do not appear in the books of the partnership, and for the indemnity of the seller and his [her] representatives against all the outstanding debts, liabilities, and engagements of the firm which appear in the books of the partnership.

5.

The continuing partners and the purchaser shall, upon the completion of the purchase, execute an agreement containing mutual covenants by the continuing partners and the purchaser to be and remain partners in the business of _____ for the residue of the term of _____ years from the _____ day of _____, upon the terms, and subject to the agreements and provisions, contained in the articles, with such variations as are rendered necessary by the introduction of the purchaser as a partner, and the assignment of the share and interest of the seller, and for the performance and observance of the agreements and provisions, with variations as stated, in the same manner, as far as circumstances will permit, as if the purchaser had originally been a party to the articles.

In witness, etc.

Life estate in real property.

I give and devise unto my wife, _____, all real estate of which I may die seized, of whatsoever the same may consist or wheresoever the same may be located, to have and to hold for and during the period of her natural life, but I hereby authorize my wife, as executrix, to borrow any sum or sums of money necessary to pay my debts, including debts secured by mortgages upon my real estate, and to execute and deliver promissory notes evidencing such debts, and I authorize my wife, as executrix, to execute, acknowledge and deliver any mortgage or mortgages or trust deed or deeds upon any of my real estate to secure the payment of said note or notes, and I further authorize my wife, as executrix, if in her judgment it is deemed advisable, to sell and by proper deed or deeds of conveyance to convey all or any part of my real estate, upon such terms as she may deem advantageous, the proceeds thereof to be used, if

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necessary, to pay my debts and costs of administration, any excess shall be reinvested by my wife, as executrix, in either safe income-producing securities or in other real estate, the use and income therefrom only to be used by my wife for the support of herself and children, provided, however, my wife shall have the right from time to time to use such part of the principal of my estate, whether real or personal, as may be necessary for the proper support and maintenance of herself and the proper maintenance, support and education of my children. Upon the death of my wife, _____, the remainder of my estate, whether real estate or the proceeds of the sale of real estate, I hereby give, devise and bequeath to my children share and share alike, the child or children of any deceased child to tMake the share the parent would have tMaken if living.

Assignment application.

STATE OF _____

TRADEMARK OR SERVICEMARK

ASSIGNMENT APPLICATION

Complete and Return with \$_____ Recording Fee

Must be typewritten

WHEREAS:

1.
Name of Present Owner: _____[Assignor]

2.
Business Address: _____[street], _____[city], _____[state], _____[zip code]

3.
Is present owner a (check one)

☐ Corporation

☐ Union

☐ General Partnership

☐ Limited Liability Partnership (LLP)

☐ Individual

☐ Association

☐ Limited Partnership (LP)

☐ Limited Liability Company (LLC)

4. A. If a Corporation, LP, LLP, or LLC, in what state is it organized? _____

B. If an LP or LLP what is the name of one of the general partners? _____

5. Has adopted and used the _____[trademark or servicemark] which is registered under number _____ as of _____[original registration date], in the Office of the Secretary of State of _____.

NOW, THEREFORE, to all whom it may concern:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, said owner has sold, assigned, and transferred the registered mark, and by these presents does sell, assign and transfer unto:

6.
Name of New Owner: _____[Assignee]

7.

Business Address: _____[street], _____[city], _____[state], _____[zip code]

8.

Is new owner a (check one)

☐ Corporation

☐ Union

☐ General Partnership

☐ Limited Liability Partnership (LLP)

☐ Individual

☐ Association

☐ Limited Partnership (LP)

☐ Limited Liability Company (LLC)

9. A. If a Corporation, LP, LLP, or LLC , in what state is it organized? _____

B. If an LP or LLP, what is the name of one of the general partners? _____

10. The entire right, title and interest in and to the said _____[trademark or servicemark] and the registration thereof, together with the good will of the business in connection with which the said mark is used, or with that part of the goodwill of the business connected with.

The undersigned affirms, under penalty of perjury, that the facts stated herein are true.

[Signature of Assignor (Old Owner)] [Type or Print Name of Assignor] [Official Capacity]

Return to:

Office of Secretary of State's

_____ [Address]

Expense schedule.

Statement of charges incident to surrogate service. While all expenses incidental to a pregnancy vary from case to case, the following is a list of known expenses which should be considered only as a minimal estimate of the total expenses.

Medical expenses. [Natural Father's name], Natural Father, agrees to pay all unreimbursed medical expenses incident to the pregnancy of [Surrogate's name], Surrogate. Many Surrogates have medical insurance which includes maternity benefits. An insurance policy may be purchased for [Surrogate's name] if she does not have insurance coverage. Medical insurance generally covers almost all of the delivery expenses and a significant portion of the office visits involved. Unreimbursed medical expenses are billed monthly.

Transportation expenses. If it is necessary for [Surrogate's name], Surrogate, or _____, attorney for [Natural Father's name] to travel in regards to meeting the duties and obligations of this agreement, the cost will be billed monthly.

Paternity testing. A set of highly reliable blood tests are available to determine after the child's birth that [Natural Father's name] is the natural and biological father of the child. This test costs approximately \$_____. If elected, this expense is payable after the child is born.

Surrogate fee. This fee is determined by [Surrogate's name], Surrogate, and [Natural Father's name], Natural Father, with _____, attorney for [Natural Father's name] acting as intermediary. The Surrogate fee is due prior to the first

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insemination. This fee is held in an escrow account. The fee is not paid to [Surrogate's name], Surrogate, until she delivers the child and surrenders custody to [Natural Father's name], Natural Father.

Psychiatric and psychological expenses. [Surrogate's name], Surrogate, must be evaluated by an independent psychiatrist. Two visits are recommended to achieve a more thorough evaluation. The average cost is approximately \$____. Psychological aptitude testing is optional, and costs an average of \$____.

Initial medical examination. [Surrogate's name], Surrogate, must be evaluated by a medical doctor. The cost is approximately \$____, but could be higher depending on the need for additional testing and further evaluation.

Insemination fee. Insemination costs are \$____, which includes insemination three times monthly for up to six months. This fee is in accordance with other fertility clinics that offer artificial insemination. Insemination must be done without regard to day of the week or holidays, and approximately 50% of the procedures usually involve weekend participation.

Surrogate attorney fee. It is very important for [Surrogate's name], Surrogate, to receive independent legal counseling relevant to the surrogate procedure so that she is aware of potential legal problems incident to the procedure. The typical attorney fee for this counseling is \$____.

Maternity clothes. This fee covers the cost of maternity clothes up to \$____.

Legal fees. This fee covers all legal agreement negotiations and representations for [Natural Father's name], Natural Father. The fee includes legal proceedings to amend the child's birth certificate to have his name entered as the natural and biological father if proceedings are instituted in _____.

Court costs, photocopying and postage.

A. Court Costs: due upon filing of a paternity case and run approximately \$____(This amount is not included in the legal fees.)

B. Photocopying and postage: approximately \$____.

Advertising fee. This fee covers a pro rata share of advertising costs for surrogates. Cost is approximately \$____.

Memorandum forms.

[Place and date]

Contract: Made in duplicate between _____ of _____(representing the _____ Company), (seller), and _____(buyer).

Material: [Subject-matter stated].

Quantity: [For instance: _____ to _____ tons of _____ pounds each, for shipment in carload lots during the year _____[year] to _____, it being understood that we are not bound to ship more than _____ tons in any thirty consecutive days].

Price: [For instance: _____ per hundred pounds, basis of _____%, actual rate, in drums, carload shipments, f.o.b. _____, State of _____, etc.].

Terms: Cash in _____ days from date of each shipment less _____%.

Extensions: This contract is made subject to extension in cases of fire, flood, strikes, or any unavoidable accidents to the machinery or works of the producers or sellers of this material, or from any interference by reason of which buyers or sellers are prevented from producing or receiving the goods, otherwise to be fulfilled in good faith, and in such event, the deliveries thus suspended are to be made at the same rate after such disabilities have been removed.

Accepted:

_____ by _____[signature]

_____ by _____[signature]

Partnership, interest in.

As my interests are almost wholly in the state of _____ and in the firm of _____, and as it is my desire that the partnership may not be in any way embarrassed or even inconvenienced by my death, and as my confidence in my partners is unlimited, it is my will and desire that my interest in the copartnership shall be absolutely fixed and determined as it may appear in the private ledger kept by my brother, _____, less a deduction of _____ percent from the balance so appearing to my credit in the ledger as of _____ next preceding my death, which balance should correspond with that appearing in a duplicate of the private ledger in the possession of myself and _____, which the private ledger is examined and approved by me in each year.

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In the event that my firm shall become a corporation or corporations owning real estate or personal property, or both, or my surviving partners shall determine to convert the partnership assets into a stock corporation or corporations, my interest in the partnership fixed as hereinbefore directed, may be paid in shares of stock at the election of my partners, either wholly or in part, of such corporation or corporations, such shares of stock to be accepted by my executors and trustees at their par or face value for my interest in the firm assets and also by any of the legatees named herein at like value, in payment in whole or in part of their legacies and in lieu of cash.

Nothing herein contained referring to my partnership interest in real or personal or mixed property is intended or is to be deemed to be in conflict with the agreements bearing date respectively _____[date], and _____[date], or any subsequent agreement between me and my partners. Should there be any real or apparent conflict between the agreements and the terms of this my will, the articles of agreement or the terms of this my will shall prevail as my surviving partners may determine.

Generally.

I direct that all estate and inheritance taxes, by whatever name called, becoming payable by reason of my death in respect to all property comprising my gross estate for tax purposes, whether or not such property passes under this my will, shall be paid as follows:

1.

If my husband, _____, shall survive me, as to the property passing under article _____ of this my will, the taxes shall be paid from the property disposed of by paragraph _____ of the article, and the amount of such taxes shall be limited to the amount which would have been payable if the property passing under the article _____ of this my will had constituted my entire taxable estate.

2.

In the event my husband shall survive me, the excess of such taxes over the amount payable in accordance with the provisions of paragraph _____ of this article _____ shall be paid from the property disposed of by article _____ of this my will and shall be apportioned among the beneficiaries under the article _____ in accordance with the provisions of section _____ of the _____ decedent estate law in effect at the time of my death.

Notice of auction of remaining corporate assets by liquidating trustees—By publication.

Notice is hereby given that there will be offered at public sale on the _____ day of _____, at _____, certain assets now owned and held by _____, _____ and _____, liquidating trustees of the nonliquid and depreciated assets of _____ Company, and consisting of promissory notes secured by judgments entered in the court of common pleas of _____ County and promissory notes not secured by judgments, certain shares of corporate stock, one piece of real estate and whatever other items appear on the list hereinafter mentioned, all of which are more specifically and particularly shown on a certain list of assets, which list is presently lodged in the office of the sheriff of _____ County at the courthouse, in _____, and may be examined by any prospective bidder on any day except _____, between _____ a.m. and _____ p.m.

The above assets will be sold to the highest bidder either in bulk or separately, or partly in bulk and partly separately, at the decision of the sellers. The right is reserved to withdraw from the sale any part or all of the items referred to and as shown on the list at any time up to the date and hour of the sale. The right, however, is reserved to reject any and all bids.

_____, Solicitors of the Liquidating Trustees of _____ Company

Bill of sale by receiver.

I, _____, receiver for _____, duly appointed, qualified and acting under orders of the District Court of _____ County, _____, in cause No. _____, styled _____, for and in consideration of \$_____ cash and paid by _____ of _____, the receipt of which is acknowledged, have transferred, assigned, sold and conveyed, to _____ the following shares of corporate stock belonging to the estate of _____:

_____[describe specifically, giving number of shares and certificate numbers], together with all other shares of

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corporate stock, stock certificates, and other securities of every kind and character owned by _____ or in which the estate of _____ has any right, title, interest or claim, including those specifically listed and described above, and any and all others. And for the same consideration, I, _____, receiver, for _____, have granted, sold and conveyed to _____ any and all other properties, assets, claims, choses in action, real estate and interests in real estate, which _____ owns, has a claim to, or has any right, title, and interest in; and fully transfer, assign and convey all remaining and undisposed of properties, real, personal and mixed, of _____, to _____. To have and to hold the same unto _____, his [her] heirs and assigns, forever.

Exclusive listing contract to obtain tenant.

THIS AGREEMENT Made by and between(referred to as Broker), and(referred to as Lessor), whether owner or tenant of owner.

Lessor hereby gives Broker the sole and exclusive right to procure a tenant for the real estate known as and more particularly described as: in the of County of, State of _____, for any one of the following described rentals:

- o 1. \$.... monthly rental, with Lessor paying only real estate taxes and fire and wind storm insurance premiums.
- o 2. \$.... minimum annual rental, plus additional rental of _____% of the gross sales of tenant over \$.... annually, such percentage rental payable annually (semi-annually).
- o 3. \$.... annually, per square foot of interior area.
- o 4. _____% of the total construction cost of the building plus \$.... annually.
- o 5. _____% of cost of remodeling plus \$.... annually.
- o 6.[Other.]

The length of the lease shall be years and shall commence no later than

If a lease is entered into by a tenant procured by Broker, by Lessor or by any other person, for the rental and upon the terms and conditions hereinbefore set forth or for any other rental or upon any other terms or conditions agreeable to Lessor, during the term of this contract, or if leased, within one year after the termination of this contract to anyone with whom Broker negotiated during the term of this contract and whose name Broker has submitted to Lessor in writing either personally or by mail posted prior to the termination of this contract, Lessor agrees to pay Broker a commission of _____% of the gross rental amount set for the first period covered by the initial lease up to years; should the lease term exceed that number of years then Broker shall be entitled to _____% of the gross rentals for the first years of the term and _____% of the gross rentals for the remainder of the lease term and _____% of the gross rentals due in any renewals or extension of the lease. If the lease is for a term of less than years, and the tenant initially leasing the property enters into any new lease, or leases, without an intervening tenant, Broker shall be paid a commission in the amount of _____% of the gross annual rentals for years. All commissions are to be payable as follows: \$.... upon the execution of the lease and the balance as follows:
.....

In the event Broker has secured a tenant pursuant to the terms of this agreement and this property is sold or offered for sale before the full commission as set forth herein has been paid, the full amount of all commissions due or to become due under the terms of this contract shall be a lien upon the above-described property, upon recording a statement executed by Broker setting forth the legal description and the amount of any commissions due, or to become due, which statement shall also give the name of the owner of the property and shall be recorded with Register of Deeds for

the county in which such property is located.

In consideration for Lessor's agreement as set forth above Broker agrees to use reasonable efforts to procure a tenant, or tenants, for the property above described.

The term of this contract shall be from _____[date], to and including _____[date].

Dated: _____

.....[Signatures]

.....[Acknowledgment, if necessary or desired]

For rent.

Received from _____ the sum of \$_____, being for rent of _____ located at _____, from _____[date] to _____[date].

[Place and date]

Compromise as to title to real property.

_____ and _____ each claim to own a certain plantation situated in _____ described as _____, containing _____ acres more or less and commonly known as _____, and comprising the same property acquired by _____ from _____, and subsequently acquired at sheriff's sale by the grantor, all under deeds of record in the conveyance records of that county and state, which deeds by reference are adopted and made part of this act for greater certainty of description.

After a full, fair and free discussion of the subject matter, _____ and _____, each acting on the advice of counsel, have concluded that their best interest will be served by compromising their respective claims to the plantation and the rents and revenues arising from it for the purpose of preventing litigation.

In consideration of the premises the grantor and grantee have agreed to compromise and settle all of their differences in regard to the ownership of the plantation, and in regard to all rents and revenues arising from it as well as all expenses incurred in improving and clearing the lands, as follows:

The grantor and grantee each recognize the other as the legal and bona fide owner of an undivided one-half interest in the lands, together with all buildings and improvements situated on them, and all appurtenances belonging to them, including the revenues of the current year, _____[year], provided there shall be deducted from those revenues the taxes for the year, and the costs of such improvements as have been placed on the plantation during the year, and the revenues shall be divided between grantor and grantee equally.

It is further agreed and understood that this compromise settlement also includes all claims and counterclaims which the grantor and grantee may have or claim to have against each other in connection with the plantation and operation of same since the purchase to _____[date].

The true intent, and purpose being that this compromise settlement shall be a full and complete compromise settlement not only of the ownership of the plantation but also of all claims and counterclaims which the grantor and grantee may have against each other or may think they have against each other, arising from the operation of the plantation and rents and revenues from it since it was acquired.

Objection by owners of other property to variance.

To the Board of Zoning Appeals of the City of _____: _____[Name] has petitioned the Board of Zoning Appeals of the City of _____ for a variance to permit the erection of a _____ on _____[street], in _____[city], _____ County, _____[state]; and

The property is currently zoned for _____ purposes; and

The immediately adjacent property and surrounding area is zoned for _____ purposes and is fully developed, consisting of _____;

We, the undersigned property owners, hereby respectfully petition the board to deny such application for a variance on

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the following grounds:

1. To grant this application will adversely affect the real value of real property in our community.

2.

Our community is _____ in nature and to permit a part of such area to be used for _____ purposes, and particularly for _____ would violate the spirit of the zoning ordinances, impair public safety and welfare, and would do substantial injustice not only to the owners of properties immediately adjacent to the proposed site, but to the owners in the entire neighborhood.

3.

The vehicular traffic which is necessarily a part of a _____[proposed variance] will add to the already heavy traffic on _____[street] and would create a hazard to pedestrians and particularly to our children who are obliged, in most instances, to cross _____[street] going to and returning from school.

Wherefore, we respectfully ask that the application be denied. Dated: _____ [Signatures and addresses]

Bankruptcy proceedings representation.

To _____:

The _____ company, a corporation organized and existing under and by virtue of the laws of the state of _____, having its principal office in the _____ of _____, in the county of _____ and state of _____, does by this means authorize you, or any one of you, to attend the meetings of creditors of the bankrupt named at a court of bankruptcy, wherever advertised or directed to be held, on the day and at the hour appointed and notified by the court in the matter, or at such other place and time as may be appointed by the court for holding such meeting or meetings, or at which such meeting or meetings, or any adjournment may be held, and then and there from time to time, and as often as there may be occasion, for it and in its name to vote for or against any proposal or resolution that may be then submitted under the acts of Congress relating to bankruptcy; and in the choice of trustee or trustees of the estate of the bankrupt, and for it to assent to such appointment of trustee; and with like powers to attend and vote at any other meeting or meetings of creditors, or sitting or sittings of the court, which may be held for any of the purposes stated; also to accept any composition proposed by the bankrupt in satisfaction of his [or her] debts, and to receive payment of dividends and of money due it under any composition, and for any other purpose in its interest whatsoever, with full power of substitution.

Default.

If lessee shall default in the payment of any of the rental payments due under this lease, or if lessee fails to perform any covenant, condition or obligation required to be performed by lessee under this lease agreement, or if lessee becomes insolvent, ceases to do business as a going concern, mMakes an assignment for the benefits of creditors, or if a petition for a receiver or under the Bankruptcy Act is filed by or against the lessee, lessor may declare the entire amount of rental payments accrued and to accrue over the term of this lease (less a discount of _____%) immediately due and payable. If the sum is not paid on demand, lessor shall have the right to tMake possession of the equipment and dispose of it in a commercially reasonable manner upon written notice to lessee or any intended disposition which will be deemed reasonably and properly given if mailed at least 10 days before such disposition, postage prepaid, to lessee at the address shown above. The rights and remedies contained in this lease agreement are cumulative and alternative and, in addition, lessor shall have all the rights and remedies granted by the Uniform Commercial Code or any other applicable law. Upon any such default, lessee, to the extent permitted by law, agrees to pay all costs of collection and enforcement of lessor's rights under this lease agreement, including the reasonable fees of an attorney who is not a salaried officer or employee of the lessor or its assigns. Waiver by lessor of any default shall not be a waiver of any other default.

Surrogate release and hold harmless agreement.

I, [Surrogate's name], referred to as "Surrogate"), and [Surrogate's Husband's name], her Husband, (referred to as "Husband"), have applied to _____, attorney at law, to be considered as a surrogate to bear a child for [Natural

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Father's name]. It is my desire to enter into the preceding fee paid Surrogate Parenting Agreement where I will be artificially inseminated by a physician for the purpose of becoming pregnant. Upon birth, we as Surrogate and Husband will surrender our custody rights to the child in favor of [Natural Father's name], the child's natural and biological father; and where necessary and permitted by law, terminate all parental rights to the child.

I, [Surrogate's name], Surrogate, represent that I am healthy, both physically and mentally, and that I am capable to the best of my knowledge of conceiving and carrying a fetus to term.

We, [Surrogate's name] and [Surrogate's Husband's name], as Surrogate and Husband, represent that we were married on [Date of Marriage], and have cohabited together as man and wife since that date.

We, [Surrogate's name] and [Surrogate's Husband's name], understand that several attempts at artificial insemination may be necessary, and that _____, attorney at law, does not guarantee that pregnancy or full term pregnancy will result from artificial insemination. We have been advised and counseled as to the potential psychological implications on our marital and family relationship that may result from the birth of a child through this surrogate parenting procedure.

We, [Surrogate's name] and [Surrogate's Husband's name], agree with and will comply with the following policies:

1.

We under no circumstances shall require that the identity of [Natural Father's name] be divulged to us or to anyone else, and accordingly, forever waive all rights, if any, that we may have as to the identity, address, or any other information whatsoever concerning [Natural Father's name].

2.

We recognize that surrogate parenting is a relatively new procedure, that the laws are unclear in many areas; we have retained our own independent legal advisor.

3.

We release _____, attorney at law, from any and all liability and responsibility of any nature whatsoever which may result from the complications of childbirth or delivery, or from the birth of an infant abnormal in any respect, or from the hereditary tendencies of that issue, or from any adverse consequences which may arise in connection with, or as a result of the artificial insemination. However, nothing in this release shall be construed as an attempt by _____ to exonerate himself [herself] or limit his [her] liability in the event of personal malpractice.

_____[Surrogate] _____[Husband]
[Date]

Stock transactions—Custody agreement.

The undersigned selling shareholder of _____[name of corporation], referred to here as "company," a corporation incorporated in the state of _____, desires to sell certain shares of common stock of company, par value \$_____ per share, referred to as "the shares," to _____[name of underwriter] at a price and on other terms to be subsequently determined pursuant to the terms and conditions of an underwriting agreement, among the company, underwriter and selling shareholder; and _____[name of custodian] has agreed to act as custodian for the purposes of this agreement.

For the reasons set forth above, and in consideration of the mutual covenants contained here, the undersigned agrees as follows:

1. The undersigned by this means mMakes, constitutes, and appoints _____, _____, and _____, or any of them acting alone, the true and lawful attorneys in fact and agents of the undersigned with full power and authority to act in the name of and for and on behalf of the undersigned, to mMake, cause to be made, modify, complete, amend, execute, acknowledge, and deliver:

(a)

The underwriting agreement, in the form furnished to the undersigned (proof of [Date]) which is incomplete in certain respects and may be modified in certain other respects. Such agreement when executed by any of the attorneys in fact will include the price and other terms of the offering (provided that the purchase price per share shall be the same, net of underwriting discounts and commissions, as the purchase price per share applicable to the sale of shares by company and each other selling shareholder);

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(b)

Such communications with the Securities and Exchange Commission and its staff or with the _____[National Association of Securities Dealers or as the case may be] as any of the attorneys in fact may deem necessary or desirable in connection with the sale of the shares by the undersigned as contemplated in the underwriting agreement and the registration of the shares under the Securities Act of 1933, as amended, including without limitation, any requests for acceleration of the effective date of the registration statement filed with the Securities and Exchange Commission, or any representation to the Securities and Exchange Commission that the undersigned is familiar with the registration statement including a prospectus, that the undersigned knows of no material adverse information with regard to current and prospective operations of the company not disclosed in such prospectus and communications which advise the Securities and Exchange Commission as to the reasons set forth in the Questionnaire of the Selling Shareholders for the undersigned selling the shares;

(c)

Any writing, instructions, and letters of transmittal as the underwriter may request in connection with the registration or qualification for the offering and sale of the shares under the securities or "blue sky" laws of such states as underwriter may specify;

(d)

All instruments, documents, and certificates as any of the attorneys in fact deem necessary or desirable in order to effect the sale of the shares as contemplated by underwriting agreement;

(e) Such orders and instructions to the custodian as any of the attorneys in fact determines with respect to the matters set forth here;

(f)

All other instruments, documents, and certificates deemed necessary or desirable by any of the attorneys in fact in connection with the foregoing. The attorneys in fact shall each have full power and authority to do and perform in the name and on behalf of the undersigned, as fully and to all intents and purposes as the undersigned might and could do in person; and

(g) Any and all transfers on the books of the company necessary or appropriate to carry out the sale contemplated by this means.

2.

The undersigned agrees to indemnify each of the attorneys in fact against any and all costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities of any kind or nature with respect to anything done by them in good faith in accordance with the instructions contained here.

3.

This agreement and all authority conferred by this means are granted and conferred subject to the interest of the underwriter, company, and each selling shareholder who may become a party to the underwriting agreement and in consideration of such interests. The nature of the underwriting agreement is _____. Accordingly, the company, underwriter, and selling shareholders have and declare a substantial interest in the assurance that, notwithstanding the death, incapacity, or other act of the undersigned, all shares shall be available for delivery against payment for them, time being of the essence. This agreement and all authority conferred by this means accordingly shall be irrevocable and shall not be terminated (or terminable) by any act of the undersigned, or by operation of law, whether by the death or incapacity of the undersigned, and the attorneys in fact and the custodian are authorized and directed to complete all such transactions and to carry out the provisions here as if such death, incapacity, or other event had not occurred and regardless of notice.

Notwithstanding the foregoing, if all of the transactions contemplated by the underwriting agreement and this agreement are not completed prior to [Date], then from and after such date either the undersigned or any of the attorneys in fact shall have the power by giving written notice to the other to terminate this agreement, subject, however, to all lawful action done or performed by any of the attorneys in fact pursuant here prior to the actual receipt

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of such notice.

4.

There are being delivered with this agreement to the custodian certificates in negotiable form (with signatures guaranteed by a national bank or trust company or member firm of the New York Stock Exchange) representing not less than the aggregate number of shares of common stock of company, par value \$_____ per share, set forth opposite the name of the undersigned, on Schedule A attached here. These certificates are to be held by the custodian for the account of the undersigned and are to be disposed of in accordance with this agreement.

5.

The custodian is authorized and directed to hold the certificates deposited in its custody. On receipt of and in accordance with written instructions by any of the attorneys in fact, the custodian is further authorized and directed, on the date specified in such written instructions, to deliver to the underwriter, against receipt by the custodian of the purchase price for the account of the undersigned as specified in such written instructions, one or more new certificates for the shares in such denominations and registered in such name or names as any attorney in fact has specified in writing.

6.

The custodian is further authorized and directed, for and on behalf of the undersigned, to accept and acknowledge receipt from underwriter of payment for the shares; to pay, from the proceeds of the sale, such expenses as it may be instructed to pay by any of the attorneys in fact; and, on instruction in writing by an attorney in fact to do so, to disperse to the undersigned the balance of the amount received by the custodian as payment for the shares. The expenses to be authorized for payment by the custodian include a proration of all expenses of the offering. With such remittance, the custodian shall also return to the record owner of the certificates deposited, new certificates containing the appropriate legend condition pursuant to the Securities Act of 1933, for the number of common shares, if any, represented by the certificates deposited with custodian which are in excess of the number of shares to be sold by the undersigned to underwriter.

If the closing of the sale of the shares contemplated by this agreement is not completed on or before [Date], or if the underwriting agreement or this agreement is terminated prior to it, the custodian, on receipt of written notice from any of the attorneys in fact, is authorized and directed to return to the undersigned the certificates delivered with this agreement, and this agreement shall immediately terminate.

7.

Until payment of the purchase price for the shares to be sold by the undersigned to underwriter is made to the custodian by underwriter, the undersigned shall remain the owner of such shares and shall have the right to vote such shares and all other shares, if any, represented by certificates deposited with custodian.

8.

The custodian shall be entitled to act and rely on any statement, request, notice, or instruction required or permitted under this agreement given to the custodian by any of the attorneys in fact. However, any statement or notice as to the noneffectiveness or termination of the underwriting agreement or advising that the underwriting agreement is not executed and delivered, shall be confirmed in writing to the undersigned by _____[name of underwriter].

9.

The undersigned agrees to indemnify the custodian against any and all costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities of any kind or nature with respect to anything done by it in good faith in accordance with these instructions.

10. The undersigned by this means represents, warrants, and agrees that:

(a)

He [or she] is lawful owner of the shares delivered to the custodian and at the time of delivery will be the lawful owner

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of the number of shares to be sold and will have good and marketable title to such shares, free and clear of any claims, liens, encumbrances, security interests, community property rights or restrictions on transfer; that such shares are and at the time of delivery of them will be authorized, validly issued, fully paid and nonassessable; that at the time of the delivery of the shares he [or she] will have full legal right, power and authority, and any approval required by law, to enter into the underwriting agreement and to sell, assign, transfer and deliver such shares in the manner provided there; and that on delivery of and payment for such shares pursuant to the underwriting agreement underwriter will acquire good and marketable title to such shares, free and clear of any claims, encumbrances, security interests, community property rights or restrictions on transfer. The undersigned, severally and not jointly, represents and warrants that when the registration statement becomes effective and at all times subsequent thereto through such period as, in the opinion of counsel to company, the prospectus is required by law to be delivered in connection with sales by an underwriter or a dealer, such parts of the registration statement and prospectus and any supplements or amendments to them relating to the undersigned and which are based on information furnished in writing to company by or on behalf of the undersigned will not contain an untrue statement of a material fact or omit to state any material fact required to be stated there or necessary to make the statements not misleading;

(b)

He [or she] has not taken and will not take, directly or indirectly, any action designed to or which might reasonably be expected to cause or result in stabilization or manipulation of the price of the stock of the company;

(c)

He [or she] will not, for a period of _____ days after the effective date of the registration statement, offer or contract to sell, sell, or otherwise dispose of any shares of common stock of company owned directly by him [or her] or with respect to which he [or she] has the power of disposition, without prior written consent of _____[name of underwriter].

Notice of buyer's right to cancel home solicitation sales agreement.

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right." Notice of Cancellation [Enter date of transaction] You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you may remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to [name of seller], at [address of seller's place of business] not later than midnight of _____(date). I, by this notice, cancel this transaction. (Date) _____(Buyer's signature)

Partnership to be formed.

I bequeath, to be held in equal joint ownership, to _____, in recognition of her long and faithful service in the employ of my brothers and myself; my nephew, _____; and my niece's husband, _____, all the real estate and machinery and equipment owned by me at the time of my death, without deduction for inheritance or legacy taxes.

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The bequest mentioned in this paragraph is conditioned upon the formation of a partnership within _____ years after my death by appropriate agreement, by the _____ people who are to receive it. They shall agree to continue the business, conducted by my brothers and myself, under the name of _____, without substantially changing the name, and to have an equal share in the assets and profits of their firm. Should any of the _____ people herein mentioned predecease me, this bequest shall go to the other or others remaining.

I direct my executors and trustees to extend cash credits, for working capital, to the partnership to be formed by the legatees under this third paragraph, not exceeding \$_____ at any one time, upon their notes, which shall bear interest at _____ per centum per annum. This credit shall be available for _____ years after the bequest is actually received.

For wife, child and descendants of child.

All the rest, residue and remainder of my estate, both real and personal, whatsoever, and wheresoever the same may be, I direct my executors, their survivors and successors to divide into five equal shares or portions; three of such shares or portions, I give, devise and bequeath to my executors, their survivors and successors, in trust, nevertheless, to invest, reinvest and keep the same invested and to collect the rents, issues and profits thereof, and to pay over the net income therefrom to my wife, _____, in quarterly instalments during her life, and upon her death to divide such three-fifths of my estate, together with any accumulated income therefrom into four equal shares or portions.

(a). Two of such shares or portions, I give, devise and bequeath to my daughter, _____, to her, her heirs and assigns forever and in case of her death leaving issue, then I give, devise and bequeath the same to her issue, to tMake per stirpes, and if she shall leave no issue surviving her, then I give, devise and bequeath the same to my son, _____, if he be living, and if not, to the children of my son, _____, in equal shares, share and share alike, children of any deceased child to tMake the parent's share, per stirpes.

(b). One of such shares or portions or one-fourth of said three-fifths of my estate, I give, devise and bequeath to my executors, and the survivors and successors of them, in trust, nevertheless, to hold the same, and to invest, reinvest and keep the same invested and to collect the rents, issues and profits thereof, and to pay the net income therefrom to my son, _____, during his life, and upon his death, I direct my executors, their survivors and successors, to pay over the principal of said share with any accumulated income therefrom to his lawful issue, him surviving in equal shares, share and share alike, children of any deceased child to tMake the parent's share, per stirpes.

(c). The last of such one-fourth shares or portions of three-fifths of my estate, I give, devise and bequeath to my executors, the survivors and successors of them, in trust, nevertheless, to hold the same and invest and reinvest and keep the same invested and collect the rents, issues and profits thereof and apply so much of the income as may be necessary or advisable to the descendants of my son, _____, during the lifetime of my grandson, _____, in their discretion, and to accumulate the balance of the income not so applied to the use of the descendants of my said son during the minority of my grandson, _____, and upon the arrival of my grandson, _____, at the age of twenty-one years, to turn over to him, the balance of the accumulated income therefrom, and upon his arrival at the age of thirty years or prior decease, to divide the said principal sum and any accumulated income therefrom among the lawful issue of my son, _____, in equal shares, share and share alike, per stirpes and not per capita; and if there be no lawful issue, then to pay over the same to my son, _____, and if he be not living, then to the issue of my daughter, _____, in equal shares, per stirpes, and I hereby expressly authorize my executors and trustees, the survivors and successors of them, to apply in their discretion, such income to the persons entitled thereto, in such manner and in such amounts as they may deem advisable and proper for the care and maintenance of said children.

General forms.

To _____: Application is made for a loan of \$_____ at _____ percent per year, payable semiannually [or as the case may be], on the following described real estate in the city of _____, county of _____, state of _____.

The subscriber agrees to furnish at his or her own expense a complete and satisfactory abstract of title to the premises, or a title policy, at the option of _____, and to pay all charges for recording all deeds, and all other instruments required by _____, and if this application is approved and the loan completed, the abstract or title policy shall remain in the custody of _____ until the loan is fully paid, and it is agreed that all loan papers shall be on such forms as may be required by _____.

_____ shall not be required to mMake any settlement of the loan or any advance on account of it unless the title

to the premises shall be satisfactory to it at the time such settlement or advance is requested.
Interest on the loan applied for here shall commence with the date of the check sent in settlement.

[Date]

_____, Applicant

Another form.

Know all by these presents that _____ of _____, herein referred to as contractor, and _____ of _____, herein referred to as owner, have made and entered into the following agreement, to wit:

1.

Contractor will sink, entirely at its own expense at the power house of the owner, an artesian well _____ inches in diameter, which will have a continuous flow at surface of not less than _____ gallons of water per minute, and a pumping capacity of not less than _____ gallons of water per minute.

2.

All the materials used in the construction of well and the workmanship thereof shall be first class, and all material and labor to be at the expense of the contractor.

3.

The water flowing from well is to be deep strata water and no strainer will be placed to obtain flow from intermediate or intervening strata, as water from that source is likely to be of such quality as is not adapted to the use of owner.

4.

Owner in consideration of the above premises, _____ days after satisfactory completion of well above mentioned and the compliance with the conditions promised by contractor, will pay to contractor \$_____ in the following manner: _____.

5.

Owner will furnish, free, the steam and water required in the work by contractor, who will place at its expense whatever pipes may be necessary for such supply.

6.

It is the spirit of this agreement that contractor undertakes the work herein proposed at its own risk and responsibility, and that failing in the supply of water to the quantity herein stipulated and on the conditions above mentioned it is to receive no pay from owner.

Statement of trust receipt financing.

The entruster, _____, whose chief place of business within this state is at _____ [or who has no place of business within this state and whose chief place of business outside this state is at _____], is or expects to be engaged in financing under trust receipt transactions the acquisitions by the trustee, _____, whose chief place of business within this state is at _____, of goods of the following description: _____ [coffee, silk, automobiles or the like].

_____, Entruster _____, Trustee

Professionally employed spouse at middle income level with two primary school age children.

This Separation Agreement is entered into this _____, 19__, by _____, the wife and _____, the husband.

Recitals:

The parties are now husband and wife.

The parties are estranged from each other and not living together as husband and wife.

There is now pending between the parties a Petition for Dissolution of Marriage in the Circuit Court of _____

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County, _____
entitled "In Re The Marriage of _____ and _____, Case No. _____. The parties are desirous of settling property rights and other related matters in the event the court awards them a dissolution of marriage. Therefore, in consideration of the terms and conditions of this separation agreement, and other goods and valuable consideration, It Is Agreed: Children.

1.

The wife shall have the permanent care, custody and control of the minor children of the parties, and the husband shall have liberal rights of visitation.

2.

The parties shall mMake every reasonable effort to agree on the terms and conditions of visitation, including time, place, frequency, duration, and transportation arrangements. If agreement cannot be reached, however, the husband shall have visitation on Tuesdays and Thursdays from 6:00 p.m. to 8:00 p.m., and on Sundays from 9:00 a.m. to 8:00 p.m.

3.

Visitation shall include both children at the same time whenever possible, but may include only one child if the other is unavailable.

4.

Each party shall keep the other fully informed of the children's location, including addresses and telephone numbers for out-of-town travel arrangements.

5.

Each party shall keep the other informed of significant circumstances affecting the children's health or general welfare, including serious accident or illness. In the event of serious illness of either child, the husband shall have an absolute right of visitation at any place where the child may be confined, subject only to medical restrictions.

6.

Each party shall be entitled to complete, detailed information from any physician, dentist, therapist, or other consultant attending either of the children for any reason and to be furnished with copies of any reports given by any such consultant to the other party.

7.

Each party shall be entitled to complete, detailed information from any tutor or teacher giving instruction to either of the children, or from any school, camp, or other institution which either of the children may attend, and to be furnished with copies of all reports given by any such person or institution to the other party.

8.

Neither party shall cause or permit the children's names to be changed, or cause them to be known or identified by any surname other than _____.

9.

The husband's exercise of his visitation rights shall be entirely optional with him, and his failure to exercise such rights on any particular occasion shall not waive his right to full enforcement of his visitation rights on any other occasion. Both parties shall give notice of any necessary changes in the visitation schedule as far in advance as possible.

10.

The parties shall consult with each other and shall mMake every reasonable effort to agree with each other before making major decisions affecting the health, education, or welfare of the children, such as course of treatment for illnesses, choice of schools,

extracurricular activities, and summer camps, and other matters of similar importance.

11.

Neither party shall tMake the children beyond the boundaries of the United States without the written consent of the other party. Neither party shall remove the permanent residence of the children from the jurisdiction of this court without mutual written agreement or order of court under Section _____ of the _____ Marriage and Dissolution of Marriage Act.

12.

The husband shall be liable for any extraordinary medical, dental, or hospitalization expenses incurred on behalf of the minor children of the parties. The wife shall give advance notice prior to incurring any such extraordinary expenses except in case of dire emergency. The wife shall be liable for the ordinary medical and dental expenses of the children and shall be liable for her own medical, dental, and hospitalization expenses.

13.

The husband shall maintain a policy of medical insurance for the benefit of the minor children and shall furnish the wife with a spin-off policy, if available, at her request and at her own expense.

14.

The husband's obligation to pay extraordinary medical, dental, and hospitalization expenses and to maintain medical insurance shall continue for so long as the children are entitled to support under this agreement, including college.

15.

The husband shall pay unallocated maintenance and child support to the wife at the rate of \$_____ per month for a period of five years commencing _____, 19__, payable in equal semimonthly installments on the first and the fifteenth day of each month, subject to the following terms, limitations, and conditions:

(a). The wife may elect to receive advance payment of a \$_____ portion of the first twenty installments due, for a total advance of \$_____, such election to be exercised if at all upon signing this agreement.

(b). Unallocated payments during the first three years shall not terminate in the event of the wife's remarriage. After three years, unallocated payments shall terminate in the event of her remarriage, unless the parties otherwise agree in writing.

(c). Unallocated or child support payments which have not accrued shall terminate upon the death of either party.

(d). Unallocated payments shall be reduced by \$_____ per month in the event of the death or change of custody of a child.

(e). Upon termination of unallocated payments under this agreement, the husband shall pay child support only, unless otherwise agreed by the parties in writing. The amount of child support at that time shall be determined by agreement of the parties or order of the court.

(f). The court shall be precluded from extending the husband's obligation to pay maintenance in any form beyond the periods agreed above unless the parties have otherwise agreed in writing.

(g). The obligation to pay child support to the wife shall terminate upon a child's death, marriage, legal emancipation, attainment of eighteen years of age, or change of custody, whichever occurs first.

(h). Unallocated payments are subject to modification by the court only to the extent warranted by material and substantial changes of circumstances in the needs of the children, without regard to the financial needs of the wife. Any court modification of unallocated payments shall continue to be in unallocated form.

(i). "Remarriage" as used in this paragraph includes cohabitation with another person on a resident continuing conjugal basis.

(j). "Change of custody" as used in this paragraph means that the child's permanent principal residence is no longer with the wife.

Tax Clause.

16.

The periodic payments of unallocated maintenance and child support which the husband shall pay to the wife under paragraph 15 have been agreed upon by the parties in the light of existing federal income tax laws, rules and regulations, which mMake such payments deductible by the husband and taxable to the wife. In the event of a change in the applicable tax law, rules and regulations, or controlling case law, such that the periodic payments will become

wholly or partially nondeductible by the husband and thus not taxable to the wife, the parties agree to mMake such adjustment in the nature and amount of such payments as can be made to effectuate their original intention as expressed in this agreement.

17.

The husband shall maintain a policy or policies of insurance on his life for the benefit of the wife in the amount of \$_____ for three years from the date of this agreement, and for an additional two years so long as the wife has not remarried.

18.

The husband shall maintain a policy or policies of insurance on his life for the benefit of the minor children at the rate of \$_____ per child for so long as the husband maintains life insurance for the wife, and at the rate of \$_____ per child thereafter for so long as he is liable for the support of any such child under this agreement including college education, but in no event shall the obligation extend beyond the child's 25th year.

19.

The husband shall have the option of making any insurance proceeds payable to the children through a trust, but any such trust shall minimally provide for the financial needs of the children as set forth in this agreement.

20.

The husband shall furnish the wife with a description of the policies maintained in compliance with these paragraphs or of any subsequent changes in the policies maintained.

Property Division.

21.

The wife shall have the parties' 19__ _____ automobile, and shall be fully responsible for all remaining monthly payments on the purchase money note secured by a lien on the automobile. So long as the husband remains liable on that note, the wife shall maintain comprehensive and collision insurance on the automobile in the amount of its actual cash value. If the wife fails to pay the insurance premiums when due, or fails to mMake a monthly payment on the note within thirty days of its due date, the husband may mMake such payments directly on the wife's behalf, and may withhold the amount of such payments from the next support and maintenance payment required under paragraph 15.

22.

The husband shall have the \$_____ note of _____, dated _____, 19__, and the balance of the parties' escrow account at _____ Bank.

23.

The wife shall mMake available to the husband, for the purpose of making copies, all photographs, including both positives and negatives, in her possession in which appear the children, the husband, his family or friends, and any of the parties' pets. The husband shall pay for all copies.

24.

The parties have divided between them to their mutual satisfaction all items of tangible personal property and neither party shall mMake any claim to any such property now in the possession of the other.

25.

Each party acknowledges to the other that this agreement provides for a fair and equitable division of marital property, and each party therefore accepts this agreement as a full and final settlement of all property claims that either may have arising from the marital relationship.

Debts and Attorney Fees.

26.

The husband shall pay the parties' 19__ federal, capital gains and state income taxes, and their debts to _____, _____, and _____.

Life Insurance.

27. The husband shall pay _____ for services rendered by him to either party prior to _____, 19__.

28.

The wife shall pay the parties' debt to the holder of the purchase money note secured by a lien on the parties' 19__ _____ automobile.

29.

Each party represents and warrants to the other that he or she has not contracted and will not contract any debt or liability for which the other could be held liable, except for those specifically assumed by either party or expressly provided for under this agreement. Each party shall indemnify and hold the other harmless from any such debt or liability, existing or future. Each party shall pay their own attorney fees and court costs in this action.

Mutual Waiver of Rights.

30.

That except as expressly provided for above, each of the parties has waived and is barred from any and all rights in connection with the income and property of the other including, but not limited to, the right of maintenance, past, present or future, dower, homestead, marital property rights, rights of inheritance, or any and all other property rights, whether real, personal or mixed, whether now owned or acquired in the future, and other than those rights and provisions contained in this agreement, each is barred and foreclosed from asserting any such rights.

Execution of Documents.

31.

Each of the parties shall promptly execute any and all documents and do all that is necessary to effectuate the terms and provisions of this Agreement.

Miscellaneous Provisions.

32.

This agreement shall not be invalidated or otherwise affected by a reconciliation between the parties, or a resumption of marital relations between them, unless expressly agreed by the parties in writing.

33.

This agreement contains the entire understanding of the parties, and they acknowledge that there have not been and are no representations, warranties, covenants, or understandings other than those expressly set forth in this agreement, and that neither has any obligation to the other except as expressly set forth in this agreement.

34.

This agreement shall not be modified or amended except by court order or further written agreement of the parties expressly setting forth specific language of amendment.

35.

The failure of either party to insist upon a strict performance of any provision in this agreement shall not prevent that party from insisting upon strict performance of such provisions or any other provision in this agreement.

36. Each party shall notify the other of his or her change of address or telephone number as soon as such change is known.

Exclusion of Incorporation.

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37. The parties agree that while this agreement has been identified and approved by the court, its terms shall not be incorporated or merge into the judgment for dissolution in the present action in order that this agreement shall be independently enforceable as a contract. The parties further agree that they shall perform each and every term of the agreement as though it had been incorporated in the judgment for dissolution and enforcement shall be by all remedies available for the enforcement of any other judgment, including contempt.

Business interest—Power to manage and control.

Identifying Business

I presently own certain stock which represents the controlling interest in the _____(Name) Company of _____(City), _____(State).

Powers Applicable to Corporations, Partnerships and Sole Proprietorship

I anticipate that at the time of my death I will own such stock in that company or in a successor to it, or that I will own a controlling interest in another business enterprise (whether operated in the form of a corporation, a partnership or a sole proprietorship), referred to below as the "business," and consequently I expect that some such business enterprise will be in my estate at the time of my death. Since I desire that my Executor and Trustee shall continue to hold and operate each such business as a part of my estate and the trust funds created under this instrument, I hereby vest my Executor and Trustee, severally, including any successors to either, with the following powers and authority, as supplemental to the ones contained in Article _____(General Powers) the applicability of which to the business I confirm, without limitation by reason of specification, and in addition to powers conferred by law, all of which may be exercised with respect to every such business, whether a corporation, a partnership or a sole proprietorship:

Retention

A. To retain and continue to operate the business for such period as the Executor or Trustee, as the case may be, may deem advisable.

Management and Delegation

B. To control, direct and manage the business. In this connection, the Executor or Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation, and the Executor or the Trustee may delegate all or any part of its power to supervise and operate, to such person or persons as it may select, including any associate, partner, officer or employee of the business.

Personnel

C. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants and such other representatives as the Executor or Trustee may deem appropriate; including the right to employ any beneficiary (or individual Trustee) in any of the above capacities.

Investments and Loans

D. To invest other estate or trust funds in such business; to pledge other assets of the estate or trust as security for loans made to such business; and to loan funds from the trust to such business.

Incorporation

E. To organize a corporation under the laws of this or any other state or country and to transfer to such corporation all or any part of the business or other property held in the estate or trust, and to receive in exchange for such transfer such stocks, bonds and other securities as the Executor or Trustee may deem advisable.

Partnership Proprietorship

F. To tMake any action required to convert any corporation into a partnership or sole proprietorship.

Business Separate Entity

G. To treat the business as an entity separate from the estate or trusts. In its accountings to the court and to any beneficiaries, the Trustee shall only be required to report the earnings and condition of the business in accordance with standard corporate accounting practice.

H. To retain in the business such amount of the net earnings for working capital and other purposes of the business as the Executor or Trustee may deem advisable in conformity with sound business practice.

Merchandise and Equipment

I. To purchase, process and sell merchandise of every kind and description; and to purchase and sell machinery and equipment, furniture and fixtures and supplies of all kinds.

Sale and Liquidation

J. To sell or liquidate all or any part of any business at such time and price and upon such terms and conditions

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(including credit) as the Executor or Trustee may determine. The Executor or the Trustee is specifically authorized and empowered to make such sale to any partner, officer or employee of the business (or to any individual Personal Representative or Trustee) or to any beneficiary under this instrument.

Conjunctive Action

K. To exercise any of the rights and powers conferred by this instrument in conjunction with another or others.

Scope of Business

L. To diminish, enlarge or change the scope or nature of any business.

Exoneration of Trustee

I am aware that certain risks are inherent in the operation of any business. Therefore, I direct that my Personal Representative and Trustee shall not be held liable for any loss resulting from the retention and operation of any business unless such loss shall result directly from the Personal Representative's or Trustee's gross negligence or wilful misconduct. In determining any question of liability for losses, it should be considered that the Personal Representative or Trustee, as the case may be, is engaging in a speculative enterprise at my express request.

Indemnity for Trustee

If any business operated by my Personal Representative or Trustee pursuant to the authorization contained in this will shall be unincorporated, then I direct that all liabilities arising from such business shall be satisfied first from the business itself and second out of the estate or trust estates. It is my intention that in no event shall any such liability be enforced against the Personal Representative or Trustee personally. If the Personal Representative or Trustee shall be held personally liable, it shall be entitled to indemnity first from the business and second from the estate or trust estates.

Appeal to zoning board of appeals from building official's decision.

Zoning Board of Appeals City of _____ [address] Filed _____, 19__ Notified _____, 19__

Hearing _____, 19__ Names and Addresses Appellant: _____ Address: _____ Owner: _____

Address: _____ To the Zoning Board of Appeals: I hereby appeal from decision of the _____ [building superintendent] dated _____. Premises affected are situated at _____, and known as _____. Attached hereto is copy of the decision rendered by the _____ [building superintendent] in acting on _____ [New Building Application No. _____ or Alteration Application No. _____. Description of Existing or Proposed Building (1). Size of Building: _____. At street level: _____ feet front, _____ feet deep. At typical floor level: _____ feet front, _____ feet deep. Height: _____ stories, _____ feet. (2). Occupancy: _____ [state use of each floor and number of persons on each floor]. (3). Building Zone District: _____ Zone. (4). Date of erection: _____. (5). Character of construction: _____ [frame, ordinary brick, or fireproof]. (6). Has any other appeal or petition been filed on premises? If so, give date: _____. Attached hereto and made a part of this appeal, I submit the following:

(a). A typewritten statement of the principal points on which I base my appeal, with description of proposed work, if any. (b). _____ sets of drawings of the structure, with the dimensions and compass points, all on sheets

_____ inches by _____ inches by size, illustrating clearly the points at issue. (c). Letter of authorization from owner or lessee. (d). Copy of notice to the _____ [building superintendent] that I have appealed. (e). List of property owners considered affected by this appeal, together with mailing address of each owner and location of property owned. (f). Receipt from the United States Postal Service for mailing required notices by registered mail to property owners affected. State of _____

ss

Affidavit I hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

[Signature] [Jurat] [Attachments]

Requirements contract.

This contract of sale is made in duplicate _____ [date] between the parties, for goods, and on terms, following:

1.

Seller: _____, a _____ [state] corporation [or as the case may be] located at _____.

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2.

Buyer: _____, a _____[state] corporation [or as the case may be], located at _____.

3.

Goods: Quantity and quality: A minimum of _____[e.g., pounds] of _____ per _____[e.g., week], or more, as required by buyer for actual use in its business. The _____ is to be of the same _____ grade and uniform quality as _____ sold buyer by seller, in _____[date].

4.

Price and delivery: Price ____¢ per _____ net f.o.b. _____; delivery to be made in installments of a minimum of _____ daily. Price to vary only in the event of war, riot, rebellion, or other contingencies of extraordinary nature affecting the market; then price to be market price.

5.

Terms: Each minimum installment of _____ per day to be paid for net _____ days after shipment.

6.

Life of contract: To commence on _____[date] and to expire on _____[date].

7.

Notice of increase of minimum: In the event buyer seeks to increase the requirement of _____ per _____, deliverable in installments of _____ per day, buyer is to give seller _____ days' written notice at its office.

8.

Guarantee of supply: Seller reserves to itself the right to sell _____ to whomever it sees fit but at all times to keep the requisite stocks to meet the requirements of buyer.

9.

Excuses for delays in deliveries: Deliveries are subject to delay on account of strikes, lockouts, floods, fires, accidents, repairs to machinery, weather, or transportation conditions, and other causes beyond seller's control.

Improvements.

Upon the making of any addition to, alteration of, or improvement upon any real estate, which trustee shall certify is a permanent improvement and not merely current repairs (the latter to be paid for out of current earnings) and upon the payment of any special assessment or tax levied or assessed for and in respect of the benefit of any permanent or fixed improvement to any real estate held in trust, trustee shall, acting through its administrative officer of highest rank in its trust department, make an estimate and appraisal with respect to such improvement as follows: First, it shall estimate the probable effective life of such improvement; second, it shall make a computation of the probable value of such improvement as at the time of the termination under this instrument of each interest in the net income derived from such real estate, estimating the same as to duration of lives on the basis of the _____ tables, and on the rate of net income, at the time of, but prior to the making such improvement, earned on such property (or in event such real estate is vacant, at the average rate of income of all income-producing securities, on the market value thereof, other than real estate) then held in trust; third, upon the basis of the above, the trustee shall prorate and apportion the cost and amount paid for such improvement as a charge against each interest then or thereafter existing against or in the income or principal of such property. The share or proportion of each interest so computed, which is an interest in income, shall be paid, however, as follows: The total cost of the improvement shall be taken as an investment of capital, and the

share or proportion payable by each interest shall be distributed over the period computed as above, during which any interest entitled to income shall continue as follows:

Trustee shall for and during each year of the computed period of such interest deduct from the gross income payable from such property to any person having an interest in the income, an amount equal to the total amount for such improvement charged to such interest divided by the number of years and fraction, if any, of the computed period of such interest.

In the event an interest shall terminate before the expiration of the period computed for its existence, the next succeeding interest, if one for years or a life, shall be first charged with deductions from income for the unexpired part of the computed term of the prior interest at the amount per year such prior interest would have been charged with if it had continued, and when such unexpired term is ended, the succeeding interest shall thenceforth be charged on the basis of the amount and period computed as above, with respect to it. When the property shall, however, come to pass to those taking the fee or principal absolutely, such remainderman or reversioner shall not be entitled against any prior interest to mMake or collect any charge with respect to any unexpired part of the computed terms of such prior interest, but all unpaid or undischarged burdens, computed as described above to be paid by any prior interests, shall be borne by the remainderperson or reversioner as a diminution of capital, and as arising from acceleration of the computed period of determination of prior interests.

Contract between child placement agency and prospective adoption parents.

This agreement, made and entered into _____, 19__, between B, a licensed child placement agency of _____, referred to as the agency, and H and W, husband and wife, of _____, subject to the approval of the department of social welfare, division of child welfare of _____.

The agency at the request of H and W has placed in the care, custody and control of H and W at their home in _____ for a probationary period of one year, the child, _____, who was born on the _____ day of _____, 19__, and who is an inmate, and under the care, custody and control of the agency. H and W covenant and agree: To receive the child into their home for a trial period of one year; to treat the child as a member of the family and to give the child proper care, and to love, cherish, nurture and educate the child in a suitable manner, as H and W would be required to do were it their own child; to send the child to school at least nine months of each year, or in accordance with the laws of the state of _____; to notify the agency promptly of any change of address of the second parties, and in no case leave with, or surrender the child to, a third party, or to remove him [her] from the state without the written consent of the agency.

It is agreed that the agency shall have at all reasonable times access to the child placed in the home of H and W and to the home in which the child is living, and H and W agree to relinquish and surrender the child whenever, in the opinion of the agency or of the state board of control, relinquishment is to the best interest of the child.

It is further agreed that H and W reserve the right to return the child to the agency any time within one year from the date of this agreement, for due and just cause. H and W agree that after the expiration of a one-year period, and before the expiration of two years from the date of this instrument, H and W will mMake application for the adoption of the child in accordance with the rules and practice of the agency, and in accordance with the statutes of _____ then in force and effect. H and W agree to pay the costs incident to the adoption proceedings.

Future division into shares after providing for annuities.

The rest, residue and remainder of my estate, real, personal and mixed, I give, devise and bequeath to my executors named below in trust, to manage and dispose of as directed in this instrument, the executors to have power to sell and convey any and all stocks and securities and any real estate not specifically devised in this instrument, according to their best judgment whenever necessary or desirable, and to reinvest the proceeds of such dealings, or any other funds, in other securities or in real estate, but except for the payment of the bequests above set forth, the estate is to remain intact until _____[date], upon which date, or as soon thereafter as possible, my executors shall set apart and retain whatever real estate or securities may seem to them necessary to yield sufficient income to insure and protect the payment of the annuities provided, and the remainder of the items comprising the estate shall be separately estimated and appraised and the whole divided into eight equal parts or shares, one share to be allotted to each of my five children above named and be delivered over to them absolutely, or in the event of the death of any of them before the stated date, then the share of such child or children so deceased shall be delivered to the lawful heir or divided among the lawful heirs of the child or children so deceased. The remaining three parts or shares shall be retained by my

executors in trust and managed by them and the income paid to my wife, _____, so long as she shall live, and upon her death the three parts or shares and the remainder of my estate, if any, after my executors shall have set apart and retained whatever real estate or securities may seem to them necessary to yield sufficient income to insure and protect the payment of any annuities provided and then remaining to be paid, shall again be separately estimated and appraised and shall be divided into five equal shares, one share to be allotted to each of my five children and to be delivered over to them absolutely, or in the event of the death in the meantime of any of them, then to the lawful heirs of the child or children so deceased, as set forth. In the divisions provided for above, the parties entitled to receive parts or shares shall, if possible, agree among themselves as to which particular part or share each one shall have, but in the event of their failure so to agree, the distribution shall be made by lot.

Lease of warehouse property—South Carolina.

Lease of Warehouse Property

State of South Carolina County of _____

Whereas, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That _____ hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth,

All that certain lot of land, with the improvements thereon, situate in the City of _____, County of _____, South Carolina, described as follows: _____.

Also: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2.

The term of this Lease shall commence on the _____ day of _____ and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3.

The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4.

It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly tMake over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5.

The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6.

The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the

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manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the _____ day of County of _____

_____, _____.
Witness our hands and seals, this the _____ day of _____, A.D. _____.

(Seal) Witnesses as to Lessor:

_____ (Seal) _____ Lessor

Witnesses as to the Commissioner:

_____ Commissioner of Agriculture, State of South
Carolina

_____ State of South Carolina

Personally appeared before me _____ who, upon oath, says that he saw the within named _____ sign, seal and deliver the within lease and that he with _____ witnessed the execution thereof.

Sworn to before me this _____ day of _____, _____.

Notary Public for South Carolina State of South Carolina County of _____

Personally appeared before me _____ who, upon oath, says that he saw _____, Commissioner of Agriculture of the State of South Carolina, sign, seal and deliver the within lease and that he with _____ witnessed the execution thereof.

Sworn to before me this _____ day of _____, _____.

Notary Public for South Carolina

Waiver of extradition proceedings.

I, _____, acknowledge that I am charged in a Court of _____ County, _____, with felony offenses of _____ and that a warrant number _____ has been issued from the State for my arrest. I waive the issuance and service of the warrant provided by law for my extradition from the State of _____ to the State of _____, and I acknowledge to _____, Judge of the _____ Judicial Court of _____ County, _____, that I am willing to return in the custody of any _____ peace officer to the State of _____ without the issuance and service of any warrant other than the warrant already issued for my arrest. I understand that I have the right to demand that extradition proceedings be initiated and carried out in this matter and I voluntarily waive all extradition proceeding of every kind and character, and I further realize that I am entitled to sue out a writ of habeas corpus and I further voluntarily waive my right of the habeas corpus proceeding, all of these matters having been fully explained to me by _____, Judge of the _____ Judicial District Court of _____ County, _____.

I understand that this is not in any way a plea of guilty and that I do not waive any of my rights in the trial of the matter with which I am charged in the state of _____.

Water well log.

T _____ R _____ County _____ Montana Bureau of Mines and Geology Butte, Montana Water Well
Log Owner _____ Address _____ Driller _____ Address _____ Date started _____ Date
completed _____ Location: Sec _____ T _____ R _____ ¼ sec _____ Type of well
_____ (dug, driven, bored, or drilled) Equipment used _____ (churn drill, rotary, other)

Water use:

Domestic () Municipal () Stock ()

Irrigation () Industrial () Drainage ()

Other: _____

Casing: _____ ft. to _____ ft. Type _____ Size _____

Casing: _____ ft. to _____ ft. Type _____ Size _____

Casing: _____ ft. to _____ ft. Type _____ Size _____

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Perforated or screened: Ft. _____ to ft. _____ Ft. _____ to ft. _____
Type of screen or perforations: _____
Static water level, for nonflowing well: _____ feet
Shut-in pressure, for flowing well: _____ lb./sq. in. on: _____ (date)
Pumping water level: _____ feet at _____ gal. per min. _____
How tested: _____
Length of test: _____
Remarks: (Gravel packing, cementing, packers, type of shutoff, depth of shutoff)

Log of Well Depth, feet	
From	To Description of Material Drilled
.....	
.....	
.....	
.....	
.....	

For rent.
Received from _____ the sum of \$_____ in full of all demands for rent [or "being one month's rent due this day" or the like] to _____ [date] for premises located at _____.
[Date]

Qualified personal residence trust.
THIS AGREEMENT, made and entered into _____ [Date] by and between _____ (hereinafter referred to as the "Donor"), as Donor, and _____ and _____ (hereinafter referred to as the "Trustees"), as Trustees, which Trust and Agreement is hereby designated and may be referred to as the _____:

WITNESSETH:
That the Donor, in consideration of the agreements and undertakings hereinafter made by the Trustees and other valuable consideration, does hereby assign, transfer and set over unto the Trustees and their successors the residence listed in Schedule A attached hereto, and the Trustees are hereby authorized to and agree that they will receive and hold such property and such additional property as may be transferred or assigned to the Trustees by any Person or organization, to become a part of any trust fund or funds created hereunder, and all investments and reinvestments thereof and income therefrom for the following uses and trusts, to-wit:

- ARTICLE I.
- (A). Until the first to occur of (i) _____, 19____, (ii) the death of the Donor, or (iii) a Disqualifying Event as defined in Paragraph
- (B) of Article II (the "Initial Term"), the Donor shall have the right to occupy and use the residence described in Schedule A attached hereto and the Donor may rent the residence during any portion of the period that it is not occupied by the Donor and collect and retain rents therefor. The Trustees shall pay to the Donor all of the income of the trust annually or at more frequent intervals.
- (B). During the Initial Term the Trustees shall expend such funds as the Donor requests upon maintenance of the house including mortgage payments, real estate taxes and improvements.
- (C). If the Initial Term ends because of the death of the Donor, all assets of the trust shall be paid to the estate of the Donor.
- (D). If the Initial Term ends because of the expiration of the period of time specified in Paragraph (A) of this article, any cash held in the trust for payment of expenses of the trust shall be paid to the Donor and the residence shall be distributed, per stirpes, to the issue of the Donor; provided, however, that if any issue has not reached the age of

twenty-five (25), such issue's share shall be named for the issue and held and administered as provided in Article III. (E). If the Initial Term ends because of a Disqualifying Event, all the trust property shall be held and administered as provided in Article III.

ARTICLE II.

(A). It is the intention of the Donor that this trust qualify for the exception to Section 2702 of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") provided in Section 2702(3)(A)(ii) for transfers in trust of personal residence. All of the terms and provisions of this trust should be interpreted in accord with such intent; the Trustees' powers shall be restricted to conform to such intent whether or not specified in this document and no power or term provided herein shall be effective if it would prevent qualification for such exception. The Trustees are specifically authorized to amend the trust to the extent the Trustees believe necessary to conform to the requirements of such exception; provided, however, that this instrument may not be amended in such a way that the trusts created under this article shall not so qualify.

(B). In accordance with the foregoing intent, a Disqualifying Event shall be deemed to have occurred if the property held by the trusts ceases to be a personal residence of the Donor unless the residence is sold and the proceeds used to purchase another residence of the Donor within two (2) years from the date of sale. If no residence is purchased within two (2) years after the date of sale or upon the date specified in clause (i) of Paragraph (A) of Article I, if earlier, or if there is no longer an intent to purchase the residence, a Disqualifying Event shall be deemed to have occurred to the extent of such proceeds.

(C). If the residential real property held by the trust is damaged or destroyed such that it is unusable as a personal residence, a Disqualifying Event shall be deemed to have occurred two (2) years after the date of such damage or destruction unless, prior to such date, the replacement of or repairs to such residence are completed or a new residence is acquired by the trust. If the replacement of or repairs to such residence are not completed or a new residence is not acquired by the trust within two (2) years from the date of damage or destruction, or upon the date specified in clause (i) of Paragraph (A) of Article I, if earlier, or if there is no longer an intent to repair or replace such residence, a Disqualifying Event shall be deemed to have occurred to the extent of such proceeds.

(D). The following provisions are included to conform to the intent of Paragraph (A) of this article:

(1). During the Initial Term no distributions of income or corpus may be made to any beneficiary other than the Donor.

(2). During the Initial Term the Trustees may not hold as part of the trust any assets other than one residence to be used as a personal residence by the Donor, cash to the extent permitted in subparagraph (3) of this Paragraph (C) of this article and improvements to the residence which meet the requirements of a personal residence.

(3). Additions of cash may be made to the trust and cash may thereafter be held in a separate account in the trust which, when combined with the cash already held in the trust, does not exceed the amount required:

(a). For payment of trust expenses (including mortgage payments) already incurred or reasonably expected to be incurred within six (6) months from the date the addition is made;

(b). For improvements to such residential real property to be paid for by the trust within six (6) months from the date the addition of such cash is made; and

(c). For purchase by the trust of a residence to replace another residence, within three (3) months of the date the addition of such cash is made, provided that no such addition may be made for this purpose, and the trust may not hold any such addition, unless the trustees have previously entered into a contract to purchase the replacement residence.

The trustees may hold, in a separate account, the proceeds from the sale of a personal residence for a period not to exceed two (2) years, if the trustees intend to use the proceeds to purchase another residence. The trustees may also hold, in a separate account, insurance proceeds paid as a result of damage to or destruction of such personal residence for a period not to exceed two (2) years, if the trustees intend to use the proceeds to repair or improve the residence.

(4). Any amounts of cash held in excess of the amounts specified in subparagraph (3) of this Paragraph (C) of this article, shall be distributed to the Donor at least quarterly.

(5). Commutation of the Donor's interest herein is prohibited.

ARTICLE III.

(A). If a Disqualifying Event has occurred from the time the residence held by the trust ceases to be a person residence, until _____, 19__, there shall be paid to the Donor an annual annuity amount equal to an amount determined by dividing the value of all interests retained by the Donor as of the date of the establishment of this trust by an annuity factor determined as of the date of the establishment of the trust using the rate determined under Section 7520 of the Code as of that date, and for the original term of the Donor's interest.

(B). On _____, 19__, all the assets of the trust shall be distributed, per stirpes, to the issue of the Donor; provided, however, if any issue has not reached the age of twenty-five (25), such issue's share shall be named for the

issue and held and administered as provided in Article IV.

(C). If the Donor dies before _____, _____, all of the assets of the trust created under this Article III shall be paid and distributed to the personal representative of the Donor's estate.

(D). Any such distributions pursuant to Paragraph (A) of this article shall be paid from the net income of such respective trust for the current tax year, or to the extent that such net income is insufficient, from the principal of such trust, using to the extent available, first net short term capital gains from the current tax year, then net long term capital gains from the current tax year, and thereafter the balance of the principal of such trust.

(E). In the case of the period beginning with the time the residence held by the trust ceases to be a personal residence, the amount distributed under Paragraph (A) of this article shall be the amount which must be distributed at least yearly multiplied by a fraction, the numerator of which is the number of days in the taxable year of the trust after the residence held by the trusts ceases to be a personal residence and the denominator of which is 365 (366 if February 29 is a day included in the numerator). In the case of any other taxable year which is a period of less than twelve (12) months (other than the taxable year in which the annuity interest created in this article terminates), the amount distributed under Paragraph (A) of this article shall be the amount which must be distributed at least yearly multiplied by a fraction, the numerator of which is the number of days in the taxable year of the trust and the denominator of which is 365 (366 if February 29 is a day included in the numerator). In the case of the taxable year of a trust in which the annuity interest created in this article terminates, the amount required to be distributed under Paragraph (A) of this article shall be the amount which must be distributed at least yearly multiplied by a fraction, the numerator of which is the number of days in the period beginning on the first day of such taxable year and ending on the date on which such termination occurs, and the denominator of which is 365 (366 if February 29 is a day included in the numerator).

(F). In the event any payment is not paid when due, any late payment shall bear interest at the applicable federal rate.

(G). In the event the net fair market value of the trust assets is incorrectly determined by the Trustees, the Trustees shall pay to the Donor (in the case of an undervaluation) or be repaid by the Donor (in the case of an overvaluation) an amount equal to the difference between the amount which the Trustees should have paid the recipient if the correct value were used and the amount which the Trustees actually paid the recipient. Such payments or repayments shall be made within a reasonable period after the final determination of such value. The Trustees may in their absolute discretion require that distributions to the Donor be made subject to written acknowledgment and acceptance of these conditions.

(H). Prior to the end of the Donor's qualified interest in this trust, no distributions of principal may be made from the trust other than to the Donor with respect to the qualified annuity interest of the Donor.

(I). No additions may be made to the trust during the period it is governed by this article.

(J). No commutation may be made of the distributions to the Donor provided for under this article.

(K). It is the express intent of the Donor that the interest of the Donor created under this article shall qualify as a qualified interest as described in Section 2702(b) of the Code, and that any gift from the Donor to any trust created hereunder shall qualify to the maximum extent possible for the deduction from the value of such gift as provided in Section 2702(a)(2)(B) of the Code and this agreement and all powers, trusts, directions, authorizations, instructions and obligations granted to or imposed upon the Trustees by this Agreement and by law shall be construed in such a way that the trusts created under this article shall so qualify. To the same end and purpose, the Trustees are expressly authorized and empowered, by an instrument in writing, to amend this instrument in whatever manner the Trustees in their absolute and uncontrolled discretion shall deem necessary or desirable to qualify the interest retained by the Donor created under this article as described in the aforesaid Section 2702(b) of the Code; provided, however, that this instrument may not be amended in such a way that the trusts created under this article shall not so qualify.

(L). If at any time there shall be no beneficiary eligible to receive the principal of any trust created under Article I or Article III hereunder, then the entire principal of any such trust shall be paid and distributed to the persons then living who would have inherited the estate of the Donor if the Donor had then died intestate under the laws of the State of _____ existing on the date of the execution of this trust agreement in the proportions prescribed by such laws.

ARTICLE IV.

(A). Any property designated under Paragraph (D) of Article I or Paragraph (B) of Article III with the name of a child or more remote issue of the Donor (each such child or more remote issue of the Donor hereinafter referred to in this Paragraph (A) as the "Beneficiary") shall be held as a separate and distinct trust and trust fund (which respective trust shall be identified by the name of such Beneficiary) for the following uses and purposes, to-wit:

(1). Until the Beneficiary with whose name a trust is designated shall attain the age of twenty-five (25) years, the Trustees may, from time to time, in such Trustees' absolute discretion, pay or distribute such part or all of the net income of such trust as may be deemed appropriate to any one or more then living of the group consisting of the

Beneficiary with whose name such trust is designated and the issue of such Beneficiary, in such amounts and proportions as the Trustees shall determine.

(2). When any Beneficiary with whose name such a trust is designated shall have attained the age of twenty-five (25) years, the entire remaining principal of the trust designated with the name of said Beneficiary shall be paid and distributed to said Beneficiary; provided, however, that the Trustees may, in such Trustees' absolute discretion, postpone the date on which the right to the aforesaid distribution vests for a period not exceeding two (2) years.

(3). If any Beneficiary with whose name such a trust is designated shall die prior to the termination of such trust, the entire principal of the trust designated with the name of said Beneficiary shall be paid and distributed to such appointee or appointees, including such Beneficiary's estate, in such amounts and proportions, for such estates and interests, and free of trust or upon such terms, trusts, conditions and limitations as such Beneficiary may designate in such Beneficiary's last will and testament by making specific reference to and exercise of this power herein given to such Beneficiary. If such Beneficiary shall die intestate or shall fail in part or entirely to exercise this power, the entire principal of the trust designated with the name of said Beneficiary, or the part thereof not disposed of by such Beneficiary as aforesaid, shall be paid and distributed as follows:

(a). If such Beneficiary leaves issue then surviving, to such Beneficiary's then surviving issue, per stirpes; provided, however, that if any such issue shall not then have attained the age of twenty-five (25) years, the share or partial share of such issue shall be designated with the name of such issue and shall continue to be held as a separate and distinct trust and trust fund pursuant to the terms of this Paragraph (A).

(b). If such Beneficiary leaves no issue then surviving, such property shall be divided into equal shares, and one such share shall be paid and distributed to each then surviving brother or sister of said Beneficiary and one such share, per stirpes, to the then surviving issue of any then deceased brother or sister of said Beneficiary; or if there shall not then be any such surviving brother or sister or issue thereof, then to the then surviving issue, per stirpes, of such Beneficiary's nearest ascendant who is a descendant of the Donor and of whom there are issue then surviving; or if there shall not then be any such surviving issue, then to the then surviving issue of the Donor, per stirpes; provided, however, that if any such person shall not then have attained the age of twenty-five (25) years, the share or partial share which would otherwise be paid and distributed to such person shall be added to the trust fund created under this Paragraph (A) designated with the name of such person, or if such a trust fund is not then in existence, such share or partial share shall be held as a separate and distinct trust and trust fund designated with the name of such person for the same uses and purposes specified in this Paragraph (A).

(B). Net income not paid or distributed from any trust created by this article may be added to any subsequent income payment from such trust. Until distributed, accrued and accumulated income shall be regarded for all purposes under this trust agreement as principal of the respective trusts created by this article. First consideration for any distribution of income or principal from any such trust shall be given to the person, with whose name such trust is designated.

(C). The Trustees may, from time to time, in such Trustees' absolute discretion, pay or distribute to any Beneficiary then eligible to receive income from any trust created by this article such part of the principal of the trust from which such Beneficiary is eligible to receive income as the Trustees may deem appropriate. No such payment or distribution shall constitute an advance against any amount receivable by any person from any trust created by this article unless the Trustees shall otherwise provide in writing at the time of making such payment, and then only to the extent so provided.

(D). Any of the trusts created under this article may be terminated, in whole or in part, at any time after the termination of the trusts created under Article I or Article III, if such action is deemed advisable and for the best interests of such trust or trusts, or the Beneficiaries thereof, in the sole discretion of the Trustees whose judgment thereon shall be conclusive and free from question by anyone or in any court. In the event of such termination, the principal of each trust so terminated, together with the accrued, accumulated and undistributed income thereof, shall be paid over and distributed to that person with whose name such trust is designated. In giving the Trustees such discretion to terminate any such trust, the Donor recognizes that the interests of present and future Beneficiaries may be terminated upon the exercise of such discretion.

(E). If at any time after the termination of the trusts created by this article there shall be no Beneficiary eligible to receive the income or principal of any trust created by this article, the entire principal of such trust created by this article shall be paid and distributed to the persons then living who would have been the next of kin of the Donor if the Donor had died at that time.

(F). All interests, both in income and in principal, in all trusts created by this article are intended for the personal protection and welfare of the Beneficiaries thereof; no such interest shall be transferable, voluntarily or involuntarily, by the Beneficiary thereof nor subject to the claims of creditors or of a spouse or former spouse of such Beneficiary. In

the event that the Trustees shall have notice or believe that the rights or interests of any Beneficiary in or to any part of the income or principal of any trust created by this article have been or may be diverted from the purpose of providing for the personal protection and welfare of such Beneficiary, whether by voluntary act or legal process, the Trustees shall not pay such income or principal to such Beneficiary, but may utilize so much thereof as the Trustees, in such Trustees' sole discretion, deem appropriate for the care, support, maintenance, education or other necessities of such Beneficiary, such utilization, if any, to be made as the Trustees deem appropriate under the circumstances.

(G). Any person may irrevocably disclaim and renounce any part or all of any gift made to such person by this article. Any such disclaimer and renunciation shall be effected in the manner required by applicable law. If any person disclaims and renounces as aforesaid all interest in all or any part of any gift made to such person by this article, all of such gift or all of such part shall be disposed of as if such person had not survived the Donor. If any person disclaims and renounces as aforesaid less than all interest in all or any part of any gift made to such person by this article, all of such gift or all of such part shall be held in trust otherwise as hereinabove provided.

(H). If, in the absence of this provision, any trust created under this article would at any time fail in whole or in part because of violation of any applicable rule against perpetuities, accumulation of profits, restraints on alienation, or remoteness of vesting, then such trust fund shall terminate as of the date preceding the termination of the permissible period prescribed by such rule, and the Trustees shall immediately distribute the principal of such trust fund to the person with whose name such trust is designated.

ARTICLE V.

The Donor or any other person or organization may, at any time other than when the trust is governed by Article III, give, transfer or bequeath to this trust or to any separate trust fund created hereunder, either by inter vivos transfer or testamentary disposition, additional money or property of any kind acceptable to the Trustees, and in such event, such additional property shall become a part of the principal of the trust or trust fund to which it is given and shall be divided, allocated, administered and distributed as if it originally had been a part thereof. The Trustees may assume any obligation associated with any such property.

ARTICLE VI.

(A). If any person to whom any payment or distribution from any trust created by Article IV of this instrument is required or permitted by any provision of this instrument to be made is then a minor, incompetent or for any other reason incapable of receiving such payment or distribution, or if there is a substantial risk that such payment or distribution will be involuntarily diverted from benefitting such person, the Trustees may, but need not, from time to time, exercise any one or more of the following powers:

(1). Transfer property to the name of such person (as by depositing cash or registering securities in his name), whether or not such person is then able to exercise control over such property.

(2). Transfer property to any creditor of such person in discharge of any debts of such person.

(3). Use such payment or distribution to obtain goods or services for such person if any obligation of any other person is not thereby discharged.

(B). No such payment or distribution shall be made which would have the effect of satisfying any legal obligation of anyone other than such person nor shall any such payment or distribution be made to any donor or donor's spouse or to any spouse of a child of the Donor either individually or as a fiduciary.

(C). The receipt of any person to whom property is transferred pursuant to this article or other evidence of application made hereunder for the benefit of any Beneficiary shall fully discharge the Trustees from any further liability in connection with such payment or distribution.

(D). The determinations of the Trustees with respect to all matters referred to in this article shall be final.

(E). Nothing contained in this article shall authorize any Trustee to transfer any property to himself in a nonfiduciary capacity or to use any such payment or distribution to support or maintain any person whom he is obligated to support or maintain.

ARTICLE VII.

In allotting or making any division of or payment or distribution from any trust fund or any portion thereof for any purpose hereunder, the Trustees shall not be required to convert any property, real or personal, tangible or intangible, into money or to divide or apportion each or any item of property, but may, in the sole and absolute discretion of the Trustees, allot all or any part (including an undivided interest) of any item of property, real or personal, tangible or intangible, to any fund or to any beneficiary provided for by this instrument; or the Trustees may convert any property into any other form, it being the Donor's intent and purpose to leave all such divisions and apportionments entirely to the discretion of the Trustees with the direction merely that each fund, share, portion or part at any time created or provided for herein shall be constituted so that the same shall have the value, relative or absolute, designated by this

instrument.

ARTICLE VIII.

Subject to the provisions and limitations herein expressly set forth in this instrument, the Trustees shall have the powers hereinbelow granted, in addition to all powers which are granted by applicable law. While it is the Donor's intention that the Trustees have broad and effective powers to carry out the provisions of this trust agreement, no power conferred upon any trustee by this article shall be exercised in such a manner as, in the aggregate, to deprive the Donor or any trust created hereunder of any otherwise available tax exemption, deduction or credit or to qualify for special treatment. The powers hereinbelow granted shall not be exhausted by any use thereof, but each shall be continuing; and each shall continue and be exercisable until all of the provisions of this trust agreement are fully executed. Any of the powers herein granted may be exercised without the license or authorization of any court or other legal authority. The determination of the Trustees with respect to whether to exercise or not to exercise any power shall be final. Such powers are the powers:

- (1). To retain any and all stocks, bonds, notes, securities and other property, real or personal (but not wasting assets), comprising a part of the trust herein provided without liability for any decrease in the value thereof.
- (2). For fair and adequate consideration, to sell, at public or private sale, exchange for like or unlike property, convey, lease for longer or shorter terms than the trust herein provided, and otherwise dispose of, any and all property, real or personal, held hereunder upon such terms and credits as the Trustees may deem proper, including specifically the power to sell or otherwise dispose of any such property for less than its acquisition or appraised value, without liability for any loss resulting from such disposition.
- (3). For fair and adequate consideration, to invest any money held hereunder and available for investment in any and all kinds of securities or property except wasting assets, whether or not of the kind authorized by the common law or by the laws of any state or country to which they would, in the absence of this provision, be subject, and to form or join in forming any corporation and subscribe for and acquire stock in any corporation in exchange for money or other property.
- (4). To invest and reinvest and retain the investment of the whole or any part of the trust fund or any and all of the proceeds from the disposition of any assets of any trust fund in any single security or other asset, or any limited number of securities or other assets, or any exchanged or merged or substitute or successor security or securities, or any single type or limited number of types of securities or other assets, without liability for any loss resulting from any lack of diversification; it being the intention hereby to free and absolve the Trustees from any and all obligation or liability for any lack of diversification of investments and assets held in the trust fund, or any loss resulting therefrom, regardless of whether such investments or assets were held or owned by the Donor at any time or whether they are exchanged or merged or successor or substitute investments for assets owned by the Donor or whether they are investments or assets acquired during the Donor's life or after the Donor's death by the Trustees.
- (5). Subject to the express limitations of Article II of this agreement, to retain cash included in the trust fund without investment thereof for such period of time as the Trustees shall deem advisable, whenever the Trustees shall determine that it is inadvisable to invest such cash because of market conditions or for any other reason.
- (6). To vote directly or by proxy at any election or stockholders' meeting any shares of stock held hereunder.
- (7). To exercise or dispose of or reject any purchase rights arising from or issued in connection with any stock, securities or other property held hereunder.
- (8). To repair, alter or demolish any existing building or structure and to erect any buildings and structures upon any real estate held hereunder.
- (9). To effect fire, rent, title, liability, casualty or other insurance of such nature and in such form and amount as may be desirable upon any property held hereunder.
- (10). To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property held hereunder or for reorganizing, consolidating, merging or adjusting the finances of any corporation issuing the same; to accept in lieu thereof any new property; to pay any assessment or expense incident thereto; to join in any voting trust agreement and to do any other act or thing which the trustees may deem necessary or advisable in connection therewith.
- (11). To employ, upon such terms and with such discretionary powers as the Trustees may approve, servants, agents, custodians of securities or other property, accountants or other professional persons, and attorneys-at-law or in-fact, and to obtain the advice of any bank, trust company, investment counsel or any other institution or individual and permit books of account to be kept by any of the foregoing and pay for such services out of the trust fund profiting thereby, making such division as between principal and income thereof as the Trustees may deem just within the scope of generally accepted accounting principles.

(12). To collect, pay, abandon, contest, compromise or submit to arbitration any claim in favor of or against the trust fund, or any part thereof, or the Trustees.

(13). To borrow money for such periods of time and upon such terms and conditions as the Trustees may deem advisable for any purpose whatsoever, and the Trustees may mortgage or pledge such part or the whole of the trust fund as may be required to secure such loan or loans.

(14). To delegate from time to time the exercise of the Trustees' powers and duties, in whole or in part, to one or more other Trustees if any additional Trustee or Trustees are acting hereunder or to attorneys or agents, including in either case delegation of discretionary as well as ministerial powers and the delegation of the performance and execution of all acts and the exercise of all judgment and discretion in connection with the administration or performance of the trust.

(15). To manage and conduct or participate in the management or conduct of the affairs of any corporation, the stock of which may be held hereunder; to act as officer, director, attorney or employee of any such corporation or for the trust or Trustees and to receive reasonable compensation for acting as such; to vote such stock in favor of the increase or decrease of the capital of any such corporation and to tMake such action with regard to such stock in the interest of the trust as the Trustees in the Trustees' discretion may determine; and personally to own stock or be interested in any corporation or business in which the trust shall own stock or be interested.

(16). To hold stocks and other assets and to open bank accounts for deposits of money comprising a part of the trust fund in the individual name of a Trustee or the Trustees' nominee with or without disclosing any fiduciary relationship, and to employ custodians of securities or other property, and to permit such custodians to hold such securities or other property in their own name or in the name of a nominee, with or without disclosing any fiduciary relationship.

(17). To change the situs of the trust and of any property which is a part of the trust to any place in the United States of America.

(18). Until _____ the Donor in a nonfiduciary capacity may reacquire the trust corpus by substituting other property of an equivalent value.

ARTICLE IX.

This agreement and trust are specifically created as a _____ agreement and trust and the construction, validity and effect of this agreement and the rights and duties of the Beneficiaries and the Trustees hereof shall at all times be governed exclusively by the laws of the State of _____.

ARTICLE X.

This agreement may be executed in any number of counterparts, any one of which shall constitute the agreement between the parties.

ARTICLE XI.

(A). Unless the context requires otherwise, all words used in this instrument in the singular number shall extend to and include the plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders.

(B). For all purposes under this instrument, adoption of a minor who is not an issue of the Donor by a person or persons shall have the same effect except for determining his age as if such minor were born to such person or persons on the date of his adoption.

(C). As used in this instrument, the terms "brother" and "sister" shall include persons who have acquired the designated relationship by the half as well as the whole blood, but shall be limited to persons related to the Donor by blood or adoption.

(D). As used in this instrument, the term "Trustees" shall include all those holding such office hereunder from time to time without regard to whether they were initially appointed, successor or additional Trustees.

(E). As used in this instrument, the term "children" means first generation offspring of the designated ancestor; the term "issue" means both children of the designated ancestor and lineal descendants indefinitely.

ARTICLE XII.

(A). _____ and _____ are hereby appointed initial Trustees hereunder. Any of said Trustees, or any successor Trustee, acting hereunder shall have the power, exercisable by the execution of a written instrument so specifying, to nominate and appoint such Trustee's immediate successor as Trustee hereunder. Such nomination may be changed by such nominating Trustee at any time while such Trustee is acting as Trustee hereunder. Any such nominated successor Trustee shall become a Trustee hereof whenever the nominating Trustee shall cease to serve as Trustee. In the event any Trustee acting hereunder shall cease to serve as Trustee and (1) has not effectively nominated such Trustee's immediate successor as Trustee or (2) if the so nominated successor Trustee shall, for any reason, not become a Trustee hereunder, then the remaining Trustee or Trustees then serving hereunder shall nominate and appoint

such successor Trustee.

(B). Any individual or corporation at any time serving as Trustee hereunder may resign as Trustee of any trust or trusts created hereunder by delivering a written instrument to such effect signed by or on behalf of such Trustee to the Donor if the Donor is then living otherwise to the other Trustees then serving hereunder. Any such resignation shall be effective as of the date of completion of delivery of such instrument to such person or persons or as of such later date as shall be specified in such instrument.

(C). No bond or other security shall ever be required to be given or be filed by any Trustee hereunder for the faithful execution of his duty hereunder. If, notwithstanding the foregoing provision, a bond shall nevertheless be required, no sureties shall be required thereon.

(D). No Trustee hereunder shall be liable except for wilful malfeasance or bad faith.

(E). The vote of a majority of the Trustees entitled to act upon any matter shall be sufficient to govern any action.

IN WITNESS WHEREOF, _____, as Donor, and _____ and _____, as Trustees, have hereunto set their hands and seals.

In the Presence of:

License to use trademark.

A here grants to B the sole and exclusive right to use the name Coca-Cola and all the trademarks and designs for labels now owned and controlled by A, upon any bottles or other receptacles containing the mixture described above, and the right to vend such preparation or mixture bottled or put up as described-above, in all the territory contained in the boundaries of the United States of America, except the six New England states and the states of _____ and _____. This right to use the name Coca-Cola and the trademark and label furnished is to be applied only to the carbonated mixture described, and is not intended to interfere in any way with the business and use of the same as now operated by A nor to apply to the soda fountain business as now operated by various parties. The rights of B under this contract may be by them transferred to a company, the formation of which is now contemplated by them to be known as _____, but no transfer of their rights under this contract to any other party or parties shall be made without the consent of A.

In consideration of the consent of the Coca-Cola Company to the use of the name Coca-Cola as a part of the corporate name of B, and its further consent to use by B of the trademark Coca-Cola on the product so sold, B agrees not to manufacture, deal in, sell, offer for sale, use or handle, nor to attempt to do so, either directly or indirectly, any product that is a substitute for or imitation of Coca-Cola.

Nothing in this license, however, shall give to B any interest in the name Coca-Cola, labels, etc., except the right of usage in connection with bottled Coca-Cola nor shall this contract in any way interfere with the use of name Coca-Cola, labels, etc., in connection with the fountain product of A; it being agreed that the use given with this license shall be confined to the bottled product, the name, labels, etc., in connection with the fountain product to be used as A deems fit and advisable, in any and all territory.

Authorizing carrying on of business by executor.

I, _____, of _____, do mMake, publish, and declare this as and for my last will and testament, revoking and annulling all other and former wills by me at any time heretofore made.

1. I direct the payment of all my just debts as soon as practicable after my death.

2.

I direct that my executors, hereinafter named, or such of those named as shall qualify as such, their survivors or successors, shall prosecute and carry on with my estate and property my present business, under the firm name of _____, for and during the lifetime of my wife, _____, and my daughter, _____, and the survivor of them, and that all profits and gains arising from the business shall, after the sums set apart for the support of my wife and children, as hereinafter provided, are deducted, be added to and form a part of the working capital of my estate.

3.

From the income and profits of my estate my executors shall pay to my wife, _____, during her life, \$_____ net per annum, to be paid in equal monthly payments upon her individual receipt, free from any abatement or reduction for any charge or tax whatsoever.

<http://legalmessenger.weebly.com/>

4.

I give to my wife, _____, also, and to her heirs forever, all my household furniture, beds, bedding, pictures, books, jewelry, silverware, and plate owned by me at my death; also, the use and occupation, rent free, during her lifetime, of my residence in _____, and my country place at _____, the same to be kept in repair by my estate. These provisions for my wife, _____, shall be in lieu and bar of all claims for dower she may have in my estate.

5.

From the surplus income of my estate my executors shall support, educate, and maintain my child or children surviving me, or such as may be born alive of my wife within nine months after my death, until they severally attain the age of 25 years, up to which age such executors may advance any child or children such moderate sum or sums of money as in their best judgment will benefit or promote the happiness or comfort of such child or children, such advances to be charged against them. When any child attains the age of 25, executors shall pay over to such child the full sum per annum, or income, to which he or she may be entitled from out the profits of said business after my wife's annuity is paid her, with expenses thereof, and my executors shall so apportion and divide such income and profits that my son shall receive twice the sum per annum that my daughters receive. In case of the death of any child or children of mine, leaving lawful issue surviving, then the parent's share shall be paid to such issue, if of age, or used for their education, support, and maintenance (or so much thereof as may be necessary), by my executors, until said issue attains the full age of 21 years, when such income shall be paid to them in full. Upon the death of my wife and my daughter, _____, the business shall be closed, and my entire estate settled and divided among my children or their descendants, if any have died leaving children, equally, per stirpes. In case of the death of all my children, leaving no lawful issue or descendants them surviving, upon the death of my wife, my business being closed, all my estate of every kind, with all accumulations, profits, and gains arising from business or otherwise, shall be divided equally among my sisters, _____ and _____, and my niece, _____ (daughter of my deceased brother, _____), share and share alike, the descendants of such as may have died taking per stirpes, not per capita; or if either have died leaving no issue or descendants, then such share shall be given to the survivor of those above named.

6.

I appoint as the executors of this my will _____, _____, _____, and _____, and authorize them, or the survivor or the executors or executor for the time being of my will, to sell and convey all or any part of my real estate left by me as they or he or she may deem advisable, and to give good and valid deeds therefor, with full power to change securities and investments at their discretion. My executors and my wife shall be the guardians of the estates of my children during their minority. In the prosecution of my business as above directed, the executors shall not be liable personally for any losses or debts except those arising from bad faith or gross mismanagement. In witness whereof I have hereunto set my hand and seal on _____[date].

Pecuniary fairly representative formula.

Article _____: If my wife/husband, _____, survives me, I give [her/him, outright and in fee,] [to the trustee hereafter named, in trust] that minimum amount of my estate (the "Marital Share") which, after satisfying all other nonresidual devises and taking into account all credits, deductions, and other tax preferences allowed to my estate for federal estate tax purposes (including the available unified credit), is necessary to increase the federal estate tax marital deduction sufficiently to eliminate or reduce to the lowest possible sum the [state and] federal estate tax liability of my estate [based on the assumption that my personal representative will elect for all of the property in this trust to be treated as qualified terminable interest property as defined in §2056(b)(7) of the Internal Revenue Code of 1986]. Only assets that qualify for the marital deduction are to be allocated to the Marital Share, and no property for which a tax credit is allowable for estate tax purposes, no life insurance policy insuring my wife/husband, nor any property that I have received from my wife/husband within one year prior to my death, is to be allocated to the Marital Share if other assets of my estate that qualify for the marital deduction are available. In determining the amount of this devise, the values as finally determined for federal estate tax purposes are to be used. In distributing the assets to satisfy this devise, however, the personal representative shall select assets, including cash, that are fairly representative of the

appreciation or depreciation in the value of all property available for distribution, based on fair market values of these properties on the date or dates of distribution. If my wife/husband does not survive me, this devise of the Marital Share is to lapse.

Agreement to devise or bequeath property—To person performing personal services for lifetime care of testator at testator's residence.

This agreement is made on _____[date], at _____[address], _____ County, _____[state], between _____[testator], who resides at _____[address], _____ County, _____[state], and _____[promisee], who resides at _____[address], _____ County, _____[state].

The parties hereto stipulate and agree as follows:

RECITALS

1. _____[Testator], is _____ years old, is in poor health, and is unable to perform the tasks necessary to properly feed and clothe _____[himself or herself], or to perform the other tasks necessary to maintain _____[himself or herself].

2. _____[Promisee] is young, able-bodied, and capable of performing the services necessary to maintain _____[testator] in a comfortable existence.

3. _____[Testator] owns the following described real and personal property:

Description	Real Property	Value
a.	_____	\$.....
b.	_____	\$.....
c.	_____	\$.....
Total\$.....		

Description	Personal Property	Location	Value
a.	_____	_____	\$.....
b.	_____	_____	\$.....
c.	_____	_____	\$.....
Total\$.....			

Intangible Property
[Bank, saving, savings and loan, etc., accounts, stocks, bonds, chooses in action, insurance policies, etc.]

Description	Location	Value
a.	_____	\$.....
b.	_____	\$.....

[Testator] has the following income:

Income Source Monthly Amount

a.

Pension \$.....

b.

Social Security \$.....

c.

Stocks, bonds, and securities \$.....

d.

Bank, Savings and Loan, Credit Union, etc., accounts \$.....

e.

Rental property; leases \$.....

f.

Loans \$.....

g.

Interest in business \$.....

h.

_____ [Other] \$.....

Total \$.....

5. _____ [Testator] owes the following debts and obligations:

Debts and Obligations

Nature of Obligation	Description	Total Amount	Amount of Monthly Payment

a.

Personal Loans		\$.....	\$.....

b.

Encumbrances		\$.....	\$.....

c.

Taxes and Assessments		\$.....	\$.....

d.
Installment contracts\$..... \$.....

e.
Insurance premiums\$..... \$.....

f.
.....[Other]\$..... \$.....
Total\$..... \$.....

It is mutually agreed: SECTION ONE. PERSONAL SERVICES[Promissee], agrees to live and reside with[testator] at[testator's] residence at[address], ... County, ...[state], or at any other reasonable residence which may be hereafter selected by[testator], for the remainder of[testator's]life, to care for[him or her], perform necessary and usual household duties at the residence, including cooking and sewing, and, in general, to look after the general welfare and comfort of[testator] so long as[testator] shall live. SECTION TWO. COMMENCEMENT OF PERFORMANCE OF SERVICES[Promissee's] performance of the terms of this agreement is to commence on[date]. SECTION THREE. EXECUTION OF WILL[Testator] agrees to mMake and execute a valid will bequeathing and devising to[promissee] all the real, personal, and intangible property listed in this agreement. SECTION FOUR. REVOCATION OF PRIOR WILLS AND CODICILS[Testator] agrees to include a clause in the will revoking any and all wills and codicils previously made by[him or her].

SECTION FIVE.
.....[Testator] agrees to mMake and execute the will on or before[date], and agrees to submit the will to[promissee] on or before[date] for examination by and approval of[promissee] and[his or her] attorney.

SECTION SIX.
RESTRICTION ON REVOCATION OR EXECUTION OF OTHER WILL

1.
.....[Testator] agrees not to revoke, in whole or in part, the will executed pursuant to this contract, and agrees not to mMake and execute any other will in which disposition is made of the property.

2.
.....[Testator] agrees to include appropriate clauses in the will which will prevent the revocation of the will by operation of law. SECTION SEVEN. CUSTODY OF WILL The will of[testator] is to be[kept] in the custody of at or deposited for safekeeping with the Court of at], ... County, ...[state]. SECTION EIGHT. COMPENSATION FOR SERVICES; ROOM AND BOARD

.....[Testator] agrees to furnish[promissee] with reasonable living accommodations and food at[testator's] residence without any charge therefor. However, ...[promissee] is not to receive any other compensation for the performance of[his or her] agreements under this agreement other than the property which[testator] agrees to bequeath and devise to[promissee] pursuant to this agreement.

SECTION NINE. HOUSEHOLD AND PERSONAL EXPENSES[Testator] agrees to pay all household expenses, including those relating, but not limited, to food, utilities, and maintenance, and all[testator's] personal expenses, including those relating, but not limited, to clothing and medical care. SECTION TEN. INSURANCE; LIFE, HEALTH, BURIAL, ETC.

1.
.....[Testator] agrees to keep in full force and effect any and all life, health, accident, liability, and burial

insurance policies set out in this agreement, and agrees that the proceeds of the policies are subject to the provisions of this contract.

2.

On or before _____[date], _____[testator] agrees to change the beneficiary of _____[designate insurance policies] to _____[testator's] estate, and agrees to furnish _____[promisee] with documentary evidence that the change of beneficiary has been made.

3.

_____ [Testator] further agrees that _____[he or she] will not mMake any other change in the beneficiary of the policies during the term of this contract.

4.

On or before _____[date], _____[testator] agrees that _____[he or she] will give written notification of this agreement to _____[insurance companies], and agrees to furnish _____[promisee] with documentary evidence that such notice was given.

5.

_____ [Testator] further agrees to participate in, and pay all premiums or charges for, any state and federal medical programs in which _____[he or she] is eligible to participate, including, but not limited to, the Federal Medicare Program.

SECTION ELEVEN.

PRESERVATION AND PROTECTION OF PROPERTY

1.

_____ [Testator] agrees to do everything necessary to protect and preserve the property, including, but not limited to, the obtaining of, or keeping in force and effect, appropriate insurance policies covering the property; making all payments for taxes, liens, assessments, mortgages, and other encumbrances as they become due; providing for the safekeeping of the property; keeping the property in reasonable repair; and paying all other debts and obligations of testator as they mature.

2.

_____ [Testator] agrees that all proceeds from insurance policies insuring the property are subject to the provisions of this agreement. SECTION TWELVE. SALES, MORTGAGES, AND TRANSFERS OF PROPERTY
_____ [Testator] agrees not to sell, pledge, encumber, lease or transfer any interest in and to the property, except as provided in this agreement, unless the written consent of _____[promisee] has been obtained. SECTION THIRTEEN. APPLICATION OF PROPERTY TO PAYMENT OF DEBTS AND OBLIGATIONS

_____ [Testator] agrees that _____[his or her] assets will be used to pay _____[his or her] debts and obligations under this contract in the following order: _____[specify order, such as proceeds of pension checks, insurance proceeds, bank interest, cash dividends, cash in bank accounts, personal property, real property, etc.].
SECTION FOURTEEN. DEATH OR INABILITY TO PERFORM SERVICES If _____[promisee] should predecease _____[testator], or if _____[promisee], because of any illness or for any other reason, is unable to perform the promises on _____[his or her] part to be performed, _____[promisee] is not to receive or be entitled to receive any property under and by virtue of the will, or to receive any compensation for the services theretofore performed under this agreement. SECTION FIFTEEN. ARBITRATION

1. Any dispute or disagreement arising under the terms of this contract during testator's lifetime is to be submitted to arbitration.

2. _____[Testator] will select one arbitrator, _____[promisee] will select one arbitrator, and the two arbitrators so selected will select a third arbitrator.

3. An award made by a majority of the arbitrators is a final determination of the dispute or disagreement.

In witness whereof, the parties have executed this agreement at the place and on the day and year first above written.

[Signatures] [Acknowledgment]

Pecuniary fixed sum provision.

Article _____: If my wife/husband, _____, survives me, I give [her/him, outright and in fee,] [to the trustee hereafter named, in trust,] that minimum amount of my estate (the "Marital Share") which, after satisfying all other nonresidual devises and taking into account all credits, deductions, and other tax preferences allowed to my estate for federal estate tax purposes (including the available unified credit), is necessary to increase the federal estate tax marital deduction sufficiently to eliminate or reduce to the lowest possible sum the [state and] federal estate tax liability of my estate [based on the assumption that my personal representative will elect for all of the property in this trust to be treated as qualified terminable interest property as defined in §2056(b)(7) of the Internal Revenue Code of 1986]. Only assets that qualify for the marital deduction are to be allocated to the Marital Share, and no property for which a tax credit is allowable for estate tax purposes, no life insurance policy insuring my wife/husband, nor any property that I have received from my wife/husband within one year prior to my death, is to be allocated to the Marital Share if other assets of my estate that qualify for the marital deduction are available. In determining the amount of this devise, the values as finally determined for federal estate tax purposes are to be used. In distributing assets to satisfy this devise, however, the personal representatives shall select assets, including cash, having an aggregate fair market value at the date or dates of distribution equal to at least the amount of this devise as finally determined for federal estate tax purposes. If my wife/husband does not survive me, this devise of the Marital Share is to lapse.

Alternative form.

The entruster, _____, whose chief place of business within this state is at _____[or who has no place of business within this state and whose chief place of business outside this state is at _____], is or expects to be engaged in financing under trust receipt transactions and acquisition of merchandise by the trustee, _____, whose chief place of business within this state is at _____, of goods, both new and used, of the following description:
_____.
_____, Entruster _____, Trustee

For benefit of settlor and fiancée.

Grantor, _____, a widower, of _____, in county of _____, state of _____, hereinafter referred to as grantor, without consideration, conveys to _____ of the same place, hereinafter referred to as trustee, the following described real estate, namely: _____, in the city of _____, with the building and improvements thereon, in trust, to manage said property for the parties named in this instrument, in the following manner:

First. Grantor shall occupy said premises during his natural lifetime, and receive all rents and income arising therefrom, paying out of the same all repairs, taxes, assessments and insurance.

Second. After the death of grantor, if C, whom he is about to marry, survives him as his widow, C shall have the right, during her natural life, to occupy the rear house now on said lot, and to draw all rents accruing from the lower story of the house now on the front part of said premises, C to pay for all repairs necessary to be made during her said lifetime on said premises, and the insurance thereof.

Third. That during life of C, _____, daughter of D, shall have the right to occupy or draw the rents arising from upper story of house now on the front part of premises, paying during said time all taxes and assessments that may be levied on said lot and improvements thereon.

Fourth. After death of grantor, if he should die unmarried to C, or after the death of C, if she should survive grantor as his widow, trustee shall convey said property, by good and sufficient deed, to _____, her heirs and assigns, in fee simple.

Fifth. The taxes, assessments, insurance and repairs shall be paid by the respective parties in interest herein, as hereinbefore stated, and it shall not be obligatory on trustee or his successor in office to see to it that such payments are made.

Sixth. In case either of the parties hereinbefore mentioned shall fail to pay the taxes, assessments and insurance as they

become due upon said premises, or to mMake the necessary repairs thereon it shall be the duty of trustee to tMake immediate possession of said premises, collect all rents accruing therefrom, and to apply the same, so far as they may go, towards the payment of such taxes, assessments, insurance and repairs.

Seventh. In case of death, resignation or removal from the state of _____, of trustee, the circuit court of _____ county, on application of any party in interest, shall appoint a successor in trust in the premises.

Eighth. Trustee joins in execution of this deed, for purpose of signifying his acceptance of trust hereby created.

Shared child custody agreement.

AGREEMENT FOR SHARED CUSTODY

Petitioner, _____[petitioner], and Respondent _____[respondent], are in the process of dissolving their marriage. In an attempt to provide for the best interest of their minor children, _____[name children and state ages] the parties voluntarily enter into the following agreement:

1. We believe that both of us are fit and proper parents to be awarded legal custody of our minor children, _____[name child(ren)].

or

1. The parties are both fit and proper persons to have the care, custody and control of the minor children, _____[name child(ren)].

2. We agree to advance the welfare and the best interests of our child(ren). We realize that our divorce may be a painful and traumatic event for them. We wish to try to reduce the trauma by demonstrating our continuing desire and ability to coparent. We agree not to undermine the respect and affection the children have for the other parent.

3. We believe it is in our children's best interests to share the physical and legal custody of our children.

or

3.

Considering the best interests of our children, we agree to rest the physical and residential care of the minor children with _____[specify parent] with paternal access and parental rights in _____[specify parent] as specified in this document.

4.

To provide for continuity during the school year, since _____[specify parent] intends to be living outside of the city limits, the residence of the children shall be with _____[name] from one week before the beginning of school until one week after school has terminated. _____[Name] will have the primary day-to-day responsibility for the guidance and upbringing of the children during the school year.

5.

The residence of the children shall be with _____[specify parent] during the summer months from one week after school is out until one week before school begins. _____[Name] shall have the primary day-to-day responsibility for the guidance and upbringing of the children during that period.

6.

During the time that the children's residence is with one parent, the other parent shall have the children for one overnight every weekend and during the week as the children's schedules allow.

7.

We both have the right to mMake major decisions affecting the children, including but not limited to: authorization for major medical or psychiatric care; educational placement; and religious training. We each have the right to receive and inspect all school and medical records. The parent having residential custody shall be responsible for taking the children to any regularly scheduled medical or dental appointments and for handling any medical and dental emergencies. In an emergency situation, the permissions of both parents are unnecessary.

or

7.

We agree to consult each other frequently by telephone, in person or by correspondence to mutually agree as to the

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general health and welfare, education and development of our children. Both of us shall have access to medical and school records. The parent having physical custody of the children shall tMake the child to any medical or dental appointments.

8.

From September through May of each year, _____[respondent] agrees to pay to _____[petitioner] the sum of \$_____ for the support of the children. From June through August _____[name of parent] will reduce the amount paid to \$_____ per month because _____ [he or she] will be paying child care and camp expenses for the children as well as buying their summer clothes. There shall be no further child support owed by either party to the other. All payments are due on the first day of each month.

9.

We agree to review the support needs of our children annually. If adjustments need to be made upward due to increased needs of the children or increased resources for either of us, we will attempt to agree on increases. We will not reduce the amount specified in this agreement without the approval of the court.

10.

_____[Specify parent] agrees to keep in effect the family health insurance policy provided by his/her employer. Should _____[name] change jobs or should the employer provide other health care options, _____[name] agrees to maintain health care benefits at least equivalent to those that existed on the date of this agreement. _____[Name] agrees to pay all medical and dental costs not covered by insurance. If either child needs orthodontic work, _____[name] agrees to pay the full costs.

11.

We agree not to remove the physical custody of the children from this state without the permission of the other parent or court order. Notice must be given of any intent to move at least 21 days prior to the move and shall constitute a sufficient change of circumstances to allow modification of this agreement and the court decree.

12.

In the event we cannot agree on a matter involving the children, including any increases in support, we agree to contact the Dispute Resolution Center and apply for mediation of the dispute. If mediation proves unsuccessful, either of us may move for modification of the custody order as provided by the law of this state.

13.

We feel that it is important for the children to know both sets of grandparents. Because _____[specify parent]'s parents live out of state, the parties agree that the children may visit the grandparents for one week in the summer at their home in Arkansas or in some other mutually agreed upon place. _____[Name] agrees to tMake the responsibility for making the arrangements and for paying for the transportation costs involved.

14.

This agreement reflects our current feelings with respect to the best interests of our children. We want to remain flexible. We feel that if any of the following events should occur, either of us may ask to reconsider the existing custody arrangement in light of the new circumstances:

a.

One parent wishing to move from the state;

b.

Serious problems affecting the physical or emotional health of either of us or one of the children;

c.

Remarriage of either of us or cohabitation;

d.

A change in the development needs of the children.

[Petitioner] [Respondent]

[Attorney for Petitioner] [Attorney for Respondent]

Employment of broker to tMake charge of branch of business.

This agreement made _____[date] between _____ Company, a corporation, referred to as A, and _____, of _____, referred to as B, provides:

A is desirous of establishing in connection with its stock and bond brokerage, corporate agency and promotion business, a real estate department, for the purpose of carrying on and conducting, in the City of _____ and elsewhere, a general real estate, rental, collection and insurance business.

B is desirous of taking charge of, managing and conducting a real estate department for and in behalf of and in conjunction with A.

Therefore, A agrees to furnish and equip a suitable room, in connection with its general offices in the City of _____ for the use of B in conducting a real estate department, and it is also agreed that A will pay all reasonable expenses of maintaining the same, such as rent, telephone, stationery and advertising and mMake all other outlays necessary or incident to the proper conduct of the real estate business in a businesslike manner.

A agrees that it will pay and allow B, as compensation, and in full for services in conducting such real estate department, one-half of all commissions, fees, charges or gross profits, of all and every character accruing from sales made or other business pertaining or incident to the real estate department, negotiated by B through or in connection with conducting and handling the general real estate agency business.

B agrees to faithfully devote h— whole time during reasonable business hours to the real estate department, to exert h— best endeavors to conduct the affairs of the real estate department in a businesslike manner and for the best mutual interests of all parties to this agreement, and to accept, in full payment for services, one-half of the gross receipts of all business negotiated, handled and conducted by h— as expressed above.

The business of the real estate department shall consist in buying, selling, owning, handling or otherwise dealing in real estate or real property or interests in it, as a real estate agent or broker; acting as a general insurance agent in negotiating and placing fire insurance on all and every character of property either as broker for insurance companies or representative of other agents for such companies; acting as agent for owners of real property in renting or leasing same and collecting and accounting for rentals or other profits of it; and the business of the department shall in no wise be construed to include the stock, bond, brokerage or other business of A and the proportion of profit accruing to B shall bear no relation to that business.

All the business of the real estate department shall be conducted in, by and under the name of A, as a corporation, and B shall act in all things pertaining to conducting the real estate department, by, through and with the general direction of the officers of A.

All profits accruing from such business, so handled or negotiated by B, and all record of business pertaining to it shall be reported as soon as practicable to the secretary or other authorized officer of A, and record kept of it, and all money or property incident to it handled, in pursuance of bylaws and authorized orders of the board of directors of A.

Profits from which B shall receive h— share or division, as set out above, shall include profits arising from transaction of the business of the department, whether the same be brought in or negotiated by B or by any of the officers of A.

The life of this contract shall be one year from date subject to revocation or amendment by the parties to it.

Incident to sale and subdividing of land subject to vendor's lien.

This agreement made at _____ between _____, hereinafter called seller, and _____, hereinafter called purchasers, and _____, hereinafter called trustee, witnesseth:

Whereas, seller is the owner of the real property described as follows: _____, altogether containing _____ acres of land more or less. Together with the privileges and appurtenances thereto belonging:

Whereas, seller is willing to sell and purchasers are willing to buy said land for \$_____ of which amount \$_____ shall

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be paid on the signing of this agreement and \$_____ shall be paid in manner hereafter set forth and fully paid within _____ years from the date hereof with interest thereon from the date hereof at the rate of _____ percent per annum, payable semiannually to trustee; and

Whereas, purchasers desire to have said land platted into lots with streets, under an arrangement whereby each lot may be released from the purchase-money lien of the unpaid balance of \$_____ and the interest accrued on the release value as hereinafter provided,

schedule of such release values to be attached to this agreement, and marked Exhibit A:

It is hereby agreed that in consideration of the covenants herein, of purchasers, and the payment by them to seller of _____ dollars on the signing of these presents, seller will convey said real property to _____, as trustee, free, clear and unincumbered, except the taxes and assessments due and payable after _____[Date], with opinion of title, showing title vested in trustee free from material defects to be held and conveyed by trustee under the following trusts and conditions:

Purchasers agree to buy said real property for \$_____, to pay to seller _____ dollars thereof on the signing of this agreement by all parties, to pay trustee the remainder in the manner herein provided with interest as aforesaid, to pay the taxes and assessments on said property due and payable _____[Date], and thereafter as they become due, to keep all buildings now on hand fully insured in companies satisfactory to seller, and pay all insurance premiums for insurance on the buildings on land and deposit said policies with trustee, to pay all costs and expenses incident to the platting of land, to grade and turnpike all streets in plat of land, to lay stone or cement sidewalks on south side of _____ street of plat, to pay for all grading, turnpiking, and sidewalks and prevent the filing of mechanic's liens against land therefor, and the same to be completed within _____ from the date of this agreement.

The plat of lands shall be satisfactory to seller, and approved by him. And when plat shall be completed and approved by the city and county authorities having jurisdiction over the approval of plat, seller shall fix a schedule giving the lot number and opposite thereto the amount that must be paid to trustee by purchasers or their nominees, which schedule shall be made in triplicate, one copy deposited with trustee, one copy with seller and one copy with purchasers. Each schedule shall be signed by all parties hereto.

Trustee shall semiannually make a detailed report of its transactions under this contract, and from the funds so received by it shall, after deducting from said funds its compensation and expense, pay the balance one-third to _____, one-third to _____, and one-third to _____.

Purchasers shall be under no obligation as to the disposition or application of the money paid by them to trustee. The right of possession of purchasers and trustee shall be subject to a lease of said property whereby lessee is entitled to hold land only to the _____[Date].

Seller and trustee do not assume any obligations or responsibility to any persons to whom purchasers may sell or contract to convey the whole or any part of property, and trustee shall be bound to purchasers only to convey land to purchasers or their nominees upon the performance of the terms and conditions herein to be kept and performed by purchasers herein expressly set forth.

Purchasers shall pay all taxes and assessments levied and assessed against property, now or hereafter, due and payable after the payment due _____[Date], and shall pay the same before any penalty or interest shall accrue thereon, and file such tax receipts with the trustee.

Trustee will hold the legal title to property so long as no default shall be made by purchasers in the faithful performance of each and every condition and payment by them to be made and performed; on any failure of purchasers to keep and perform the conditions or acts to be done by said parties, trustee shall upon written demand of seller and _____ days' notice to purchasers reconvey said premises to seller, except such parts therein as trustee has already conveyed to purchasers or their nominees, and this agreement and trust hereby created shall cease and terminate and be void.

Trustee shall not be responsible for any act, omission or default of purchasers, or of any agent, person, or attorney employed by them and shall only be responsible for its own acts or fraud.

Trustee may terminate the trust hereby created in any manner and at any time it may deem proper and upon reasonable notice to the other parties hereto.

Trustee will upon payment to it of the full release value of any lot, or lots, set out in the attached schedule, and the interest from the last semiannual payment, on the release price of such lot, or lots, and the revenue required on the selling price and one dollar for preparation of each deed, execute a deed for such lot, or lots to purchasers or their

nominees.

This agreement shall benefit and bind the heirs, administrators, executors, legal representatives and assigns of the parties.

In witness whereof, etc.

Trust agreement to hold title to land for several owners—Beneficiary management and control of property.

This trust agreement, dated this _____, and known as Trust Number _____, is to certify that the _____, a corporation of _____ as trustee, is about to tMake title to the following described real estate in _____ County, _____, namely: _____, otherwise known as No. _____ Street and that when it has tMaken the title, or to any other real estate deeded to it as trustee, it will hold it for the uses and purposes and upon the trusts here set forth. The following named persons shall be entitled to the earnings, avails and proceeds of the real estate according to the respective interests herein set forth, namely: _____.

It is understood and agreed between the parties, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary shall consist solely of a power of direction to deal with the title to the property and to manage and control the property as hereafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of the premises, and that such right in the avails of the property shall be deemed to be personal property, and may be assigned and transferred as such. In case of the death of any beneficiary during the existence of this trust, his or her right and interest shall, except as here otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary at any time shall have any right, title or interest in or to any portion of the real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as stated. The death of any beneficiary shall not terminate the trust nor in any manner affect the powers of the trustee. No assignment of any beneficial interest shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee, and every assignment of any beneficial interest, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually mMake all such reports, and pay any and all taxes, required with respect to the earnings, avails and proceeds of the real estate or growing out of their interest under this trust agreement.

In case the trustee shall mMake any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to the real estate or in connection with this trust, or in case the trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries jointly and severally agree that they will on demand pay to the trustee, with interest at the rate of _____ percent per annum, all such disbursements or advances or payments made by the trustee, together with its expenses, including reasonable attorneys' fees. The trustee shall not be called upon to convey or otherwise deal with the property at any time held under this instrument until all of the disbursements, payments, advances and expenses made or incurred by the trustee shall have been fully paid, together with interest on them as stated. However, nothing here contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest unless it shall be furnished with sufficient funds or be satisfactorily indemnified in respect to the matter.

It shall not be the duty of the purchaser of the premises or of any part of them to see to the application of the purchase money paid; nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or of provisions of this instrument.

This trust agreement shall not be placed on record in the recorder's office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person under this instrument, derogatory to the title or powers of the trustee.

The trustee may at any time resign by sending by registered mail a notice of its intention to do so to each of the then beneficiaries at his or her address last known to the trustee. Such resignation shall become effective 10 days after the mailing of such notices by the trustee. In the event of this resignation, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trustee shall then convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within 10 days after the mailing of such notices by the trustee, then the trustee may convey the trust

property to the beneficiaries in accordance with their respective interests under this instrument, or the trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

Every successor trustee or trustees appointed under this instrument shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties and by any person who may later become a party, that _____ will deal with the real estate only when authorized to do so in writing, and that (notwithstanding any change in the beneficiary or beneficiaries) it will, unless otherwise directed in writing by any of the beneficiaries, on the written direction of _____ or will on the written direction of such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to the real estate, provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with the land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries, in his, her or their own right shall have the management of the property and control of its selling, renting and handling, and each beneficiary or his or her agent shall collect and handle his or her share of the rents, earnings, avails and proceeds, and the trustee shall have no duty in respect to such management or control, or the collection, handling or application of such rents, earnings, avails or proceeds, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as above provided, and after the payment to it of all money necessary to carry out the instructions. No beneficiary shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust 20 years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled to it under this trust agreement.

The _____ shall receive for its services in accepting this trust and in taking title the sum of \$____; also the sum of \$____ per year for holding title after _____, 19____, so long as any property remains in this trust; also its regular schedule fees for making deeds, and it shall receive reasonable compensation for any special services which may be rendered by it, or for taking and holding any other property which may later be deeded to it, which fees, charges or other compensation, the beneficiary or beneficiaries jointly and severally agree to pay.

In testimony, the _____ has caused these presents to be signed by its vice-president and attested by its assistant secretary, and has caused its corporate seal to be attached as and for the act and deed of the corporation, the day and date above written.

By _____, Vice-President Attest: _____, Assistant Secretary.

And on this day the beneficiary or beneficiaries have signed this declaration of trust and trust agreement in order to signify their assent to its terms.

_____[Seal] _____[Seal] [Etc.] [Seal] Address _____ Address _____ Address _____

May the name of any beneficiary be disclosed to the public? _____.

To whom shall written inquiries be referred? _____.

May oral inquiries be referred directly? _____. To whom? _____.

To whom shall bills be mailed? _____.

Acknowledgment and consent of lessee.

Certificate of Acceptance and Acknowledgement of Assignment

As Lessee under a lease agreement Number _____, dated _____ (the "Lease") the original of which is in your possession, with _____ (the "Lessor"), we here certify that we have, as of the date of this Certificate, received and inspected each item of leased property described in the Lease and found each item to be in good operating condition, and, by execution and delivery of this Certificate, we unconditionally accept each item of leased property, as installed, under the Lease.

In addition, in consideration of your financing of the leased property, intending to be legally bound, we here

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acknowledge and consent to the assignment by Lessor to Lender of all right, title, interest, claim, and demand, as Lessor, in, to and under the Lease, including any rights of Lessor in the leased property and the rental payments due under the Lease, and all other monies from time to time payable to or receivable by the Lessor under any provision of the Lease. We agree to mMake all payments due and to give all notices and information required under the Lease from and after _____[date], directly to Lender.

Lessee acknowledges to Lender that the Lease is in full force and effect and agrees to remit and deliver to Lender _____ monthly rental payments of _____ each, commencing _____ on the _____ day of every month after that until _____ (plus applicable taxes), none of which have been prepaid.

For the express benefit of Lender, we affirm that Lender shall be entitled to the benefits of, and to receive and enforce performance of, all covenants and agreements to be performed by us under the Lease and here specifically covenant and agree that, with respect to the monthly rental charges and other payments due and to become due under the Lease, we shall not assert for any reasons whatever against Lender, as assignee of the lease, any defense, set-off, counterclaim (including recoupment against or any diminution of amounts payable by Lessee to Lender) which we may have against any third party, including without limitation the distributor or manufacturer of the leased equipment, Lessor, or Lender. We further represent, warrant, and covenant for the express benefit of Lender (1) to send to Lender, at the above address during the term of the Lease, annual financial statements of the Lessee, within 90 days after the end of each fiscal year; (2) not to move the leased property, or any part of it, from the location specified in the Lease and not to assign the Lease or sublease the leased property without Lender's prior written consent; (3) to tMake such action as Lender may from time to time reasonably request to maintain the perfection and first priority of Lender's security interest in the Lease and leased property; (4) that no loss, damage, theft, or destruction of the leased property or the enforcement of any lien or encumbrance against the leased property or the bankruptcy or insolvency of Lessor or any subsequent owner or lessor of the leased property shall relieve us in any way of our obligation to mMake rental payments or perform any other obligation to Lender under the Lease or this Certificate of Acceptance and Acknowledgment of Assignment; (5) that we shall maintain proper insurance and name Lender as loss-payee under the insurance policies and will require our insurers to give written notice to Lender 30 days before any material change or cancellation of the insurance cover of the leased property. We further agree that we shall not enter into any agreement amending, modifying, subordinating, or terminating the Lease without the prior written consent of Lender, and that any such attempted agreement to amend, modify, subordinate, or terminate the Lease without that consent shall be void and shall not relieve us of our existing or future obligations under the Lease or under this Certificate.

We understand the Lessor has assigned its rights to (but none of its obligations under) the Lease to Lender, including, but not limited to the rights and remedies of Lessor under the Lease and under applicable law upon an occurrence of an Event of Default under the Lease.

We here represent and certify to Lender that: (i) we have not entered into any understandings or agreements with respect to the leased property other than the Lease and this Certificate of Acceptance and Acknowledgment of Assignment; (ii) there are no judgments, suits, or proceedings pending or threatened against us that would adversely affect our ability to mMake payments under the Lease; and (iii) no Events of Default (or events that would constitute an Event of Default with the passage of time, giving of notice, or both) on our part, or to our knowledge, on the part of Lessor, have occurred in the performance of each such party's obligations under the Lease.

Lender here agrees that so long as no Event of Default (as defined in the Lease) shall have occurred and be continuing and we shall not be in default of our obligations hereunder to mMake all payments due to Lender as assignee of the interests of Lessor under the Lease, Lender will not disturb our quiet and peaceful possession of the leased property and our unrestricted use of the leased property for its intended purpose under the terms of the Lease.

In witness, we have executed this Certificate and Acknowledgment of Assignment on the _____ day of _____, _____[date].

Acknowledged and Agreed:

Lender Lessee By: _____ By: _____ Title: _____ Title: _____

As to retention, sale, investment, etc.

In addition to any powers given to it by law or otherwise, I authorize and empower my executor as well as my trustee with respect to any property at any time held under any provision of this will, including accumulated income, if any, and any property held pursuant to any power in trust, and until the actual distribution of such property:

1. To sell upon such terms and conditions as it in its sole discretion may determine.

2.

To invest and reinvest in and to acquire by exchange or otherwise property of any character including stocks of any classification, obligations or other property, real or personal, whether or not of the same kind, and participations in any common trust fund administered by _____ Trust Company, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

3.

To retain property of any kind received by it without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

4.

To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange, or other transaction and any plan or action under or in connection with such transactions; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

5.

To exercise all conversion, subscription, voting and other rights of any nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect to any such property.

6.

To mMake and retain joint investments and investments of undivided interests in any property, real or personal, whether or not all the property be held this instrument and whether or not the provisions under which such other property is held are similar.

7.

With respect to any real property (including real property acquired on foreclosure or by deed in lieu of foreclosure) at any time held under this instrument, to sell, exchange, partition, lease, sublease, mortgage, improve or otherwise alter upon such terms as it may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments relating to such property. Any lease may be made for such period of time, including a lease beyond a five-year period, as it may deem proper and without the approval of any court.

8.

To extend the time of payment of any bond (or other obligation) and mortgage held by it, or of any installment of principal or interest or hold such bond (or other obligation) and mortgage after maturity as past due; to consent to the alteration or modification of any terms of such instruments; to waive defaults in the performance of the terms of such instruments; to foreclose any such mortgage or compromise or settle claims under them; to tMake over, tMake title to or manage the property, or any part of it affected by any such mortgage, either temporarily or permanently, and in partial or complete satisfaction of any claim under any such mortgage; to protect such property against or redeem it from foreclosure or nonpayment of taxes, assessments or other liens; to insure, protect, maintain and repair such property; and generally without limitation by the above specification to exercise with respect to such bond (or other obligation) and mortgage or such property all rights and powers as may be exercised by a person owning similar property in his or her own right.

9.

To borrow money to provide funds for any purpose without resorting to the sale of any assets; and for the purpose of securing the payment of such borrowings, to pledge, mortgage or otherwise encumber any and all such property upon such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or where the obligations may or should ultimately be borne on such terms, covenants and conditions as it may deem proper.

10.

Without limitation by the specification of the following to exercise any and all the powers, authorities and discretions provided in this instrument in respect of any shares of stock of _____ Trust Company and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.

11.

To register any property belonging to my estate or any trust created by this instrument in the name of its nominee, or to hold such property unregistered, or in such form that title shall pass by delivery.

12. To distribute in cash or in kind or partly in cash and partly in kind.

General forms.

This agreement is made _____[date] between _____ of _____ (seller), and _____, of _____(buyer).

1.

In consideration of mutual agreements of seller and buyer to be set forth, seller agrees to sell and buyer agrees to buy _____[describe goods or property sold].

2.

Buyer agrees to pay seller for the [goods] [property] \$_____. Terms of payment: _____.

3.

Seller agrees to deliver the [goods] [property] to [buyer] [carrier] [on] [before] _____[date] [f.o.b. cars], at _____.

4.

Title to the [goods] [property] shall pass to buyer _____[e.g., on execution of this contract].

5.

Risk of loss, destruction or damages of or to [goods] [property] shall be on seller until _____[e.g., until delivery of goods to carrier at _____].

6. [Insert additional provisions desired or agreed upon]

[Date]

[Signatures] [Acknowledgment]

Lease of warehouse space.

DATED: BETWEEN: _____ LIMITED PARTNERSHIP, an _____ limited partnership LANDLORD AND: _____, INC., a _____ corporation TENANT

Tenant wishes to lease from Landlord the following described property, herein referred to as "the Premises":

Approximately _____ square feet of warehouse space located in _____, _____, _____, and as further described on the attached Exhibit A.

If the Premises consist of a portion but not all of a building, the building housing the Premises is herein referred to as "the Building."

Landlord leases the Premises to Tenant for a term of 60 months commencing December 1, _____ and continuing through November 31, _____ at a base rent of \$_____ per month.

Rent for the first month of the lease term has been paid upon execution of this lease. All rent, including base rent together with the charges, taxes and expenses to be paid to Landlord specified in paragraphs 3 and 4 of this lease, is

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payable in advance on the first day of each calendar month. If Landlord consents, Tenant may occupy the Premises prior to such commencement date upon payment of rent on a prorated basis and compliance with all terms of this lease.

Delivery of possession shall occur when the Premises are occupied by Tenant or are ready to be occupied by Tenant with all work to be performed by Landlord substantially completed. No notice shall be required from Landlord if the Premises are ready on the date set for commencement of the term or on the first business day thereafter. If Landlord is unable to deliver possession of the Premises to Tenant because of strikes, acts of God, or any other cause beyond Landlord's control, then Tenant may take possession when Landlord notifies Tenant that the Premises are ready for possession, and the term of this lease shall commence on the first day of the first month following such date and continue for the specified number of months thereafter, notwithstanding the commencement and termination dates stated above. Tenant shall owe no rent until the Premises are ready for possession. Landlord shall have no liability for such delays in delivery of possession, and neither party shall have the right to terminate except that Landlord may cancel this lease without liability if permission to construct, use, or furnish necessary utilities to the Premises is denied or revoked by any governmental agency or public utility with such authority.

This lease is subject to the following additional terms to which the parties agree:

1. Use of the Premises.

(a). Tenant shall use the Premises only for the purpose of conducting the following business:

If such use is prevented by any law or governmental regulation, Tenant may use the Premises for other reasonable uses.

(b). In connection with its use, Tenant shall at its expense comply with all applicable laws, ordinances, and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use; shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises; shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code or regulation nor conduct any operation that will increase Landlord's fire insurance rates for the Premises; and shall not overload the floors or electrical circuits of the Premises. Landlord shall have the right to approve the installation of any power driven machinery by Tenant and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads. Allowable ground floor load shall be 300 pounds per square foot.

(c). Tenant may erect a sign stating its name, business, and product after first securing Landlord's written approval of the size, color, design, wording, and location, and all necessary governmental approvals. No signs shall be painted on the Building or exceed the height of the Building. All signs installed by Tenant shall be removed upon termination of this lease with the sign location restored to its former state.

(d). Tenant shall make no alterations, additions, or improvements to the Premises or change the color of the exterior without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this lease, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

2. Security Deposit.

Tenant has deposited with Landlord the sum of \$_____, herein referred to as "the Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this lease. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, and condition on its part to be made or performed or kept under this lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damage, attorneys' fees, or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within 5 days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum; Tenant's failure to do so shall be a material breach of this lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms, covenants, and conditions of this lease and at the end of the term of this lease leave the Premises in the condition required by this lease, then the Security Deposit, less any sums owing to

Landlord, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interests hereunder) within 30 days after the termination of this lease and vacancy of the Premises by Tenant.

3. Utility Charges; Maintenance.

(a). Tenant shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, and all other utilities of any kind furnished to the Premises during the lease term. If charges are not separately metered or stated, Landlord shall apportion the utility charges on an equitable basis. Landlord shall have no liability resulting from any interruption of utility services caused by fire or other casualty, strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond Landlord's reasonable control. Tenant shall control the temperature in the Premises to prevent freezing of any sprinkler system.

(b). Landlord shall repair and maintain the roof, gutters, downspouts, exterior walls, building structure, foundation, exterior paved areas, and curbs of the Premises in good condition. Except for such obligations of Landlord, Tenant shall keep the Premises neatly maintained and in good order and repair. Tenant's responsibility shall include maintenance and repair of the electrical system, plumbing, drainpipes to sewers, air conditioning and heating systems, overhead and personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage the septic tank or sewers serving the Premises.

(c). If the Premises have a separate entrance, Tenant shall keep the sidewalks abutting the Premises or the separate entrance free and clear of snow, ice, debris, and obstructions of every kind.

4. Taxes, Assessments, and Operating Expenses.

(a). In conjunction with monthly rent payments, Tenant shall each month pay a sum representing Tenant's proportionate share of real property taxes and operating expenses for the Premises. Such amount shall annually be estimated by Landlord in good faith to reflect actual or anticipated costs. Upon termination of this lease or at periodic intervals during the term hereof, Landlord shall compute its actual costs for such expenses during such period. Any overpayment by Tenant shall be credited to Tenant, and any deficiency shall be paid by Tenant within 15 days after receipt of Landlord's statement. Landlord's records of expenses for taxes and operating expenses may be inspected by Tenant at reasonable times and intervals.

(b). Tenant's proportionate share of real property taxes shall mean that percentage of the total assessment affecting the Premises which is the same as the percentage which the rentable area of the Premises bears to the total rentable area of all buildings covered by the tax statement. Tenant's proportionate share of operating expenses for the Building shall be computed by dividing the rentable area of the Premises by the total rentable area of the Building. If in Landlord's reasonable judgment either of these methods of allocation results in an inappropriate allocation to Tenant, Landlord shall select some other reasonable method of determining Tenant's proportionate share.

(c). Real property taxes charged to Tenant hereunder shall include all general real property taxes assessed against the Premises or payable during the lease term, installment payments on Bancrofted special assessments, and any rent tax, tax on Landlord's interest under this lease, or any tax in lieu of the foregoing, whether or not any such tax is now in effect. Tenant shall not, however, be obligated to pay any tax based upon Landlord's net income.

(d). Operating expenses charged to Tenant hereunder shall include all usual and necessary costs of operating and maintaining the Premises, Building, and any surrounding common areas including, but not limited to, the cost of all utilities or services not paid directly by Tenant, property insurance, property management, maintenance and repair of landscaping, parking areas, and any other common facilities. Operating expenses shall not include roof replacement or correction of structural deficiencies of the Building.

5. Parking and Storage Areas.

(a). Tenant, its employees, and customers shall have the exclusive right to use any private parking spaces immediately adjacent to the Premises. Tenant shall control the use of such parking spaces so that there will be no unreasonable interference with the normal traffic flow, and shall permit no parking on any landscaped or unpaved surface. Under no circumstances shall trucks serving the Premises be permitted to block streets.

(b). Tenant shall not store any materials, supplies, or equipment outside in any unapproved or unscreened area. If Tenant erects any visual barriers for storage areas, Landlord shall have the right to approve the design and location. Trash and garbage receptacles shall be kept covered at all times.

6. Tenant's Indemnification; Liability Insurance.

(a). Tenant shall not allow any liens to attach to the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss arising out of any activity on the Premises by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease.

(b). Tenant shall carry general liability insurance on an occurrence basis with combined single limits of not less than \$1,000,000. Such insurance shall be provided by an insurance carrier reasonably acceptable to Landlord and shall be

evidenced by a certificate delivered to Landlord stating that the coverage will not be canceled or materially altered without 10 days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

7. Property Damage; Subrogation Waiver.

(a). If fire or other casualty causes damage to the Building or the Premises in an amount exceeding 30 percent of the full construction replacement cost of the Building or Premises, respectively, Landlord may elect to terminate this lease as of the date of the damage by notice in writing to Tenant within 30 days after such date. Otherwise, Landlord shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be reduced during the period to the extent the Premises are not reasonably usable for the use permitted by this lease because of such damage and required repairs.

(b). Landlord shall be responsible for insuring the Building, and Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises.

(c). Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with extended coverage and sprinkler leakage endorsements, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

8. Condemnation.

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

9. Assignment and Subletting.

(a). Tenant shall not assign its interest under this lease nor sublet the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law or through mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no one assignment or subletting shall be a consent to any further assignment or subletting.

(b). Subject to the above limitations on transfer of Tenant's interest, this lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

10. Default.

Any of the following shall constitute a default by Tenant under this lease:

(a). Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20 day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

(b). Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

11. Remedies for Default.

In case of default as described in paragraph 10 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a). Terminate this lease without relieving Tenant from its obligation to pay damages.

(b). Retake possession of the Premises by summary proceedings or otherwise, in which case Tenant's liability to Landlord for damages shall survive the tenancy. Landlord may, after such retaking of possession, relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's leasehold interest.

(c). Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of 6% per annum.

(d). Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case

Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest at the rate of 10% per annum from the date of the expenditure.

12. Surrender on Termination.

(a). On expiration or early termination of this lease, Tenant shall deliver all keys to Landlord, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris inside and out, with all mechanical, electrical, and plumbing systems in good operating condition, all signing removed and defacement corrected, and all repairs called for under this lease completed. The Premises shall be delivered in the same condition as at the commencement of the term, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove said property shall be an abandonment of same, and Landlord may dispose of it in any manner without liability.

(b). If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to all provisions of this lease except the provision for term and at a base rental of 120 percent of that specified in this lease; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13. Landlord's Liability.

(a). Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through Landlord.

(b). All persons dealing with _____, L.P. ("Partnership") must look solely to the property and assets of Partnership for the payment of any claim against Partnership or for the performance of any obligation of Partnership as neither the general partner, limited partners, employees, nor agents of Partnership assume any personal liability for obligations entered into on behalf of Partnership (or its predecessors in interest) and their respective properties shall not be subject to the claims of any person in respect of any such liability or obligation. As used herein, the words "property and assets of partnership" exclude any rights of Partnership for the payment of capital contributions or other obligations to it by the general partner or any limited partner in such capacity.

14. Mortgage or Sale by Landlord; Estoppel Certificates.

(a). This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this lease and affecting the Building and the land upon which the Building is located. However, if any lender holding an Encumbrance secured by the Building and the land underlying the Building requires that this lease be subordinate to the Encumbrance, then Tenant agrees that this lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations under this lease no foreclosure, deed given in lieu of the foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph.

(b). If the Building is sold as a result of foreclosure of any Encumbrance thereon or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee, and the transferor shall have no further liability hereunder.

(c). Either party shall within 20 days after notice from the other execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

15. Attorneys' Fees; Disputes.

In the event of any litigation arising out of this lease, the prevailing party shall be entitled to recover from the other party, in addition to all other relief provided by law or judgement, its reasonable costs and attorneys' fees incurred both at and in preparation for trial and any appeal or review, such amount to be as determined by the court(s) before which the matter is heard. Disputes between the parties which are to be litigated shall be tried before a judge without a jury.

16. Severability.

If any provision of this lease is held to be invalid, unenforceable or illegal the remaining provisions shall not be affected and shall be enforced to the fullest extent permitted by law.

17. Interest and Late Charges.

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Rent not paid within 10 days of when due shall bear interest from the date due until paid at the rate of 10% per annum. Landlord may at its option impose a late charge of \$.05 for each \$1.00 of rent for rent payments made more than 10 days late in addition to interest and other remedies available for default.

18. General Provisions.

- (a). Waiver by either party of strict performance of any provision of this lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.
- (b). Subject to the limitations on transfer of Tenant's interest, this lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.
- (c). Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. During the last two months of the term, Landlord may place and maintain upon the Premises notices for leasing or sale of the Premises.
- (d). If this lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of real property taxes, if any) shall be prorated as of such date, and in the event of termination for reasons other than default all prepaid rent shall be refunded to Tenant or paid on its account.
- (e). Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

19. Tenant Improvements.

The Premises shall be taken by Tenant in "as is" condition with existing improvements configured generally as shown on the attached Exhibit A [omitted] except that Tenant shall, at its expense, install a fence as shown on Exhibit A.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

[Signatures and addresses]

By letter accompanying distribution of proceeds to participating certificate holders.

The trustees have in their possession a very few notes and judgments remaining unpaid, and which, in their opinion, are of questionable value. These few remaining assets will be sold at public sale to the highest bidder, at _____, on the _____ day of _____, in the corridor of the courthouse at _____. The list of the assets to be sold will be available for examination at the office of the sheriff of _____ County in the courthouse, _____.

Affidavit of extradition agent.

Affidavit State of _____ [asylum state] County of _____
_____[Extradition agent], being first duly sworn on oath, deposes and says:

1.

_____[He or She] is the same _____[name] who was duly appointed extradition agent in the matter of the extradition of _____[name of fugitive] by the governor of the State of _____[demanding state] on _____.

2.

_____[He or She] found the same _____[name of fugitive] on _____ in the custody of _____[name], _____[office], County of _____, State of _____[asylum state].

3.

_____[Name of fugitive] has been positively identified as the same _____[name of fugitive] named in the requisition order of the Governor of the State of _____[demanding state] by _____[admission or the personal

knowledge of affiant or indicate other foundation of positive identification, for example, photographs and fingerprints accompanying extradition papers].

4. This requisition order has not been revoked or withdrawn, and it remains of full force and effect.

5. _____[Name of fugitive] has been arrested, detained, and _____[delivered into _____ (his or her) custody after execution by _____ (name of fugitive) of a written waiver of extradition or surrendered] in full conformity with the laws of the United States and the State of _____[asylum state].

Dated: _____.

[Signature] [Jurat]

Entire agreement settling all rights.

The parties have agreed to voluntarily separate from each other.

The parties are desirous of entering into this agreement in order to provide for the custody, maintenance and support of the minor children, as well as a division of their property.

Therefore, it is agreed that in consideration of the mutual promises, agreements and undertakings contained in this agreement, the parties agree as follows:

1.

Wife shall have custody and control of the minor children, _____ and _____, with the right of the husband to visit the children at reasonable times and places. It is specifically understood and agreed that the wife, shortly after the execution of this agreement, will move to _____[state or nation], and husband's visitation privileges shall have to be exercised there, or wherever else wife may reside.

It is agreed that husband will pay all the expenses of moving wife and children.

2.

The parties have divided up the furniture, household furnishings and all articles of personal property, and each of the parties shall own, have and enjoy independently of any claim or right of the other all such items of personal property, free and clear of any claim by the other.

3.

Each of the parties covenants they will contract no debts in the name of the other, and each agrees to hold harmless and indemnify the other in the event of the breach of this agreement.

4. Husband will transfer to wife the _____[mMake and model] automobiles now titled in the husband's name.

5.

Husband shall have the sole and exclusive right to reside in the residence at _____, which residence is owned by the parties as tenants by the entirety. Husband will pay the monthly mortgage payments, real estate taxes, and insurance on the residence, and shall keep the property in a well-maintained condition.

6.

Each of the parties shall have the right at any time to demand that the residence be sold. Upon the sale of the residence each of the parties shall receive ½ of the net proceeds of sale. In the event husband fails to maintain the house in an A-1 condition, the expense of restoring the home to such a condition shall be borne by husband out of his proceeds of sale. Upon request to sell the property by one of the parties, the other shall execute such real estate listing agreements, contracts, deeds, or other documents as may be necessary to sell the property at no less than the market price.

7.

Each of the parties declares that he or she has had the opportunity of independent legal advice, and that each fully understands the facts and has been fully informed of all legal rights and liabilities; that after such advice and knowledge, each believes this agreement to be fair, just and reasonable, and that each signs the agreement freely and voluntarily.

8.

Each of the parties waives and renounces the right to share in the estate of the other, and to administer on the estate of the other, and each releases any and all dower, curtesy or statutory share or other rights in and to the property of the other, and covenants to execute whatever instruments may be required to effectuate the waiver, renunciation and release.

For rent.

Received this check on account of rent for _____ store. This does not waive right to collect balance due.

Repossession by seller.

In the event buyer defaults in any payment due under this agreement, or fails to comply with any of the terms or conditions here, or a proceeding in bankruptcy, receivership, or insolvency is instituted by or against the buyer or his or her property, or the seller has reasonable cause to believe that the property is in danger of misuse or confiscation, or in the event either that the buyer fails for any reason to purchase physical damage insurance as required by this contract or that the required physical damage insurance (whether procured by the seller or by the buyer) is cancelled by the insurer prior to expiration, seller or any sheriff or other officer of the law may tMake immediate possession of the property without demand, including any equipment or accessories, and for this purpose seller may enter upon the premises where the property may be and remove same. Seller may tMake possession of any other property in the previously described motor vehicle at time of repossession, wherever such other property may be there and hold same for buyer at buyer's risk without liability on the part of the seller, buyer to be liable for any charges for storing such property incurred by seller. Such repossession shall not affect seller's right, confirmed here, to retain all payments made prior to it by the buyer under this agreement.

In the event of repossession of the property, the seller shall have all rights and remedies provided and permitted by law including the right to apply the proceeds of disposition to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, reasonable attorneys' fees, legal expenses incurred, and satisfaction of indebtedness. Any surplus should be paid to the buyer or as otherwise required by law. The buyer shall be liable for any deficiency.

Intercreditor and subordination agreement.

RECORDING REQUESTED

BY AND WHEN RECORDED

MAIL TO:

INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (the "Agreement") is made as of

_____[date], among _____, a _____ ("Senior Lender"), _____, a _____ ("Subordinate Lender"), and _____, a _____ ("Borrower"), and is made with reference to the following facts:

A. Senior Lender has agreed to mMake a loan to Borrower in the aggregate principal sum of up to \$_____ (the "Senior Loan"), which Senior Loan is evidenced by that certain Promissory Note dated _____ (the "Senior Note") executed by Borrower and payable to Senior Lender or its order.

B. Payments under the Senior Note are secured by, among other things, that certain Deed of Trust and Security Agreement With Assignment of Rents and Fixture Filing of even date herewith (the "Senior Deed of Trust"), executed by Borrower for the benefit of Senior Lender, recorded concurrently herewith in the Official Records (the "Official Records") of the County Recorder's Office, encumbering certain real property described more fully in Exhibit A attached hereto (the "Property") and by that certain Assignment of Leases of even date herewith (the "Senior Assignment of Leases"), executed by Borrower in favor of Senior Lender, recorded concurrently herewith in the Official Records, also encumbering the Property. The Senior Note, the Senior Deed of Trust, the Senior Assignment of Leases and all other documents and instruments evidencing and securing the Senior Loan are hereinafter collectively referred to as the "Senior Documents." All amounts due under the Senior Note and any other Senior Loan Document

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are hereinafter referred to collectively as the "Senior Indebtedness."

C. Subordinate Lender is the owner and holder of that certain Deed of Trust, dated as of _____ (the "Subordinated Deed of Trust"), executed by Borrower for the benefit of Subordinate Lender, recorded on _____ [date], as Document No. _____ in the Official Records, encumbering the Property and securing indebtedness in the original principal amount of \$_____ (the "Subordinate Loan"). The Subordinate Loan is evidenced by that certain Promissory Note dated _____ (the "Subordinate Note"). The Subordinate Note, the Subordinated Deed of Trust and all other documents evidencing and securing the Subordinated Loan are hereinafter referred to collectively as the "Subordinate Loan Documents." All amounts due under the Subordinate Note and any other Subordinate Loan Document are hereinafter referred to collectively as the "Subordinate Indebtedness."

D. As an inducement to Senior Lender to disburse the proceeds of the Senior Loan, Subordinate Lender has agreed to subordinate the Subordinate Indebtedness to the Senior Indebtedness and the liens and security interests of the Subordinate Loan Documents to the liens and security interests of the Senior Loan Documents.

E. The parties desire to set forth the certain agreements among them relating to the Senior Loan, the Senior Indebtedness, the Subordinate Loan and the Subordinate Indebtedness.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1.

Subordinate Lender represents and warrants that copies of the Subordinate Loan Documents previously delivered to Senior Lender represent all of the documents evidencing and securing the Subordinate Indebtedness and that such previously delivered copies are true, correct and complete copies of such documents.

2.

Subordinate Lender hereby agrees that the Subordinate Indebtedness is and shall be subject and subordinate to the Senior Indebtedness and that the liens and security interests created by the Subordinate Loan Documents are and shall be subject and subordinate to the liens and security interests created by the Senior Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made under the

Senior Loan Documents pursuant to the terms thereof.

3.

Until such time as the Senior Indebtedness has been paid in full, the payment of all or any part of the Subordinate Indebtedness shall be postponed and subordinated to the payment in full of the Senior Indebtedness. Notwithstanding the foregoing, so long as no default under any Senior Loan Document has occurred and is continuing, Subordinate Lender shall be permitted to receive regularly scheduled payments (but not prepayments) as provided in the Subordinate Loan Documents.

4.

In the event that Subordinate Lender receives any payment from Borrower or from any other source whatsoever in respect of all or any part of the Subordinate Indebtedness other than as expressly permitted by the terms of this Agreement, such payment shall be received and held by Subordinate Lender in trust for Senior Lender and, upon request from Senior Lender, shall be promptly paid over by Subordinate Lender to Senior Lender.

5.

Subordinate Lender hereby waives (a) all diligence in collection or protection of or realization upon the Senior Indebtedness or any thereof or any security therefor, and (b) any and all rights Subordinate Lender may have pursuant to Section 3433 of the Civil Code of the State of California.

6.

Subordinate Lender shall not, without the prior written consent of Senior Lender (a) transfer or assign all or any part of the Subordinate Indebtedness or any rights in respect thereof, (b) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower, or (c) seek any accounting from Senior Lender in respect to the proceeds of the Property.

7.

Subordinate Lender agrees that in the event of a casualty to the buildings or improvements constructed on the Property or a condemnation or taking under a power of eminent domain of all or any portion of the Property, the buildings or improvements thereon, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at Senior Lender's election, by Senior Lender, and all payments and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a taking shall be paid to Senior Lender or at Senior Lender's direction for use and application pursuant to the terms and provisions of the Senior Loan Documents. Subordinate Lender irrevocably assigns to Senior Lender all of its interest in any such claims, settlements or awards and irrevocably grants to Senior Lender a power of attorney, coupled with an interest, to execute any and all documents on Subordinate Lender's behalf necessary in connection with the prosecution or settlement of such claims, awards and payments. Senior Lender shall promptly notify Subordinate Lender of any documents executed under the aforesaid power of attorney.

8.

Subordinate Lender shall deliver to Senior Lender copies of any notice of default or other notice given or received by Subordinate Lender with respect to the Subordinate Indebtedness and Senior Lender shall have the right to cure any default under any of the Subordinate Loan Documents within the applicable cure period set forth in such Subordinate Loan Documents.

9.

Senior Lender shall deliver to Subordinate Lender copies of any notice of default or other notice given or received by Senior Lender with respect to the Senior Indebtedness and Subordinate Lender shall have the right to cure any default under any of the Senior Loan Documents within the applicable cure period set forth in such Senior Loan Documents.

10.

Until such time as the Senior Indebtedness has been paid in full, Subordinate Lender waives and releases any and all rights of subrogation which it may have against the Property which subrogation would result in Subordinate Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents for any funds which Subordinate Lender may advance either to cure defaults under the Senior Loan Documents or pay liens encumbering the Property or otherwise protect the lien of the Subordinate Loan Documents or any of them.

11.

This Agreement shall inure to and be binding upon the successors and assigns of each of the parties hereto. The parties hereto shall execute such further documents or instruments and tMake such further action as may be necessary from time to time to carry out the intent of this Agreement.

12.

Senior Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act of Borrower, or Subordinate Lender, or any non-compliance of Borrower or Subordinate Lender with any agreement or obligation, regardless of any knowledge thereof which Senior Lender may have or with which Senior Lender may be charged; and no action of Senior Lender permitted hereunder shall in any way affect or impair the rights of Senior Lender and the obligations of Subordinate Lender under this Agreement. No delay on the part of Senior Lender in the exercise of any rights or remedies shall operate as a waiver thereof, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Senior Lender except as expressly set forth in writing duly signed and delivered on behalf of Senior Lender.

13. All notices, demands and other communications in connection with this Agreement shall be in writing and shall be deemed to be given to or served upon the addressee thereof upon actual delivery to the addresses designated below for the parties, respectively, or 72 hours after the deposit thereof at any branch of the United States Post Office, certified or registered mail, postage prepaid, addressed as follows:

If to Senior Lender: _____

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Attention: _____
If to Subordinate Lender: _____
Attention: _____
If to Borrower: _____
Attention: _____

By notice complying with this Section, each party may from time to time change the address to be subsequently applicable to it for the purpose of this Section.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. This Agreement shall terminate upon full and final payment of any and all amounts due under the Senior Indebtedness.

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

Senior Lender: _____,
a _____
By: _____
Name: _____
Title: _____

Subordinate Lender: _____,
a _____
By: _____
Name: _____
Title: _____

Borrower: _____,
a _____
By: _____
Name: _____
Title: _____

Theater in trust for use of people of city.

This deed of trust is made on _____[date], between _____, of _____(donor), and _____, _____, and _____, all of _____(trustees).

Donor, in appreciation of mutual esteem and kindly feelings existing between h—self and the citizens of _____, desires to manifest and perpetuate the same by deeding and conveying to trustees and to their successors in interest, that certain piece, lot or parcel of land in the town of _____, state of _____, upon which is situated that certain building, with appurtenances, commonly known as and called the "_____ opera house."

Now, therefore, donor hereby deeds, conveys and forever quitclaims unto trustees and to their successors in interest, as provided below, subject to the conditions of trust in this deed specified below, the following real estate, to wit:

_____, together with all buildings, and all appurtenances of and all furnishings in such buildings, to have and to hold forever, subject to the following conditions, to wit:

First. The real estate, buildings situated on such real estate, and the furnishings of such buildings, shall be kept free from debt as they now are.

Second. The above-described premises and buildings shall be for the use of the people of _____ on all public occasions, in a manner not deemed harmful, inexpedient or unwise by trustees or their successors in interest, and no discrimination in the use of the premises and buildings on such occasions by the public shall be made on account of political opinions, religious beliefs, or any other considerations whatsoever not immoral nor detrimental to good citizenship.

Third. Trustees and their successors in interest as provided for below, shall have the right to exact such compensation

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for the use of the premises and buildings, in cases of entertainment or amusement, usually had or given for hire, but such compensation shall be used only for the purpose of keeping the premises in repair, suitable for the uses for which the same has been constructed, and for meeting such ordinary expenses as may be incurred or which may accrue and be a charge against the same.

Fourth. In the event of the death, removal from _____, or the resignation of either of trustees, the remaining surviving trustees shall have the right, and it shall be their duty, to select from among the actual residents of the town of _____, a successor or successors to fill such vacancy, or vacancies, as the same may occur; and successor or successors shall be under the same obligations, and have the same right to fill any further vacancies which may occur, in the same manner as conferred upon trustees named in this instrument.

[Signature of grantor]

We, the above named trustees, by our signatures below, receive as trust grantees the premises and properties in the deed mentioned above, and agree to hold, manage and control the same, as honorary trustees, and without compensation, subject to the conditions and restrictions specified in the deed.

[Signatures of trustees]

[Acknowledgment of grantor]

Revivor agreement.

In and for one dollar and other valuable consideration received, I agree to revive my liability to _____ Loan, Inc., of _____, _____, in the partial sum of my indebtedness to it, being the sum of \$_____ as of the date of my adjudication in bankruptcy, which occurred on _____[date].

I agree that this revivor shall apply to and cover the obligation incurred under the terms of a note and chattel mortgage which I executed on _____[date], in favor of _____ and of which note and chattel mortgage _____ Loan, Inc., is the owner and holder. I further agree that the revivor shall apply to and cover any and all claims, warrants of attorney, and judgments which _____ Loan, Inc., may hold or have against me by virtue of the above described note and chattel mortgage, and _____ Loan, Inc., shall be authorized to proceed against me upon the claims, warrants of attorneys, and/or judgments in the event of my failure to comply with the terms contained in this agreement.

I further promise to pay my debt to _____ Loan, Inc., in monthly (weekly) installments, of \$_____ each, beginning _____[date].

This agreement shall be operative regardless of any discharge which I may obtain in bankruptcy.

Provisions in deed made pursuant to receiver's sale.

This grant, conveyance, and assignment is subject to all of the obligations and indebtedness of the receivers, party of the first part, as of the _____ day of _____, and to all the unmatured obligations of the parties of the second part arising out of the operations of the plant and business of the party of the second part as a going concern, all of which obligations and indebtedness of the receivers and unmatured obligations of the creditor so specified are assumed by the purchaser, which agrees to pay all obligations and indebtedness.

General charitable purpose alternative.

I direct and authorize my trustees, or the survivor of them ("trustees"), to separate and set aside the remainder of my intangible personal property not included in "Fund A" and "Fund B" provided for above, (and my trustees shall be the sole judge of the propriety, justice and equality of such separation, without the assent or approval of any court), and join therewith: all surplus of the income of the _____[description] real estate included in the residue of my estate after paying the charges and expenses incident to the maintenance of my homestead estate provided for above; all such real estate after the final and permanent termination of the authority and right of granting permission to occupy my homestead estate as heretofore provided; my homestead estate and all the tangible personal property owned by me and wherever located, not specifically bequeathed herein; and to designate such property as "Fund C." Trustees are directed and authorized to hold "Fund C" separately, to invest and reinvest and keep it invested, to collect the rents, income, dividends and profits arising from it and, after payment of the rents, income, dividends and profits all taxes and assessments that may be levied on such fund and all charges and expenses incident to such fund and to the

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management of it, including a reasonable compensation to my trustees, for their services as trustees not only of "Fund C" but also their services as trustees of all the trusts created in this, my last will and testament, to pay over semiannually on the judgment of my trustees, to apply for the support, maintenance and general purposes thereof or for the purchase of books written in either the Spanish or English language or both therefor, forever the net amount of the rents, income, dividends and profits arising from "Fund C" to such free public library or libraries now existing or that may be hereafter established in the city of _____, state of _____, as my trustees may determine and select. If they shall select more than one library as a beneficiary under "Fund C," my trustees are hereby authorized to determine the proportions in which such net income, rent, dividends and profits shall be divided and applied among such libraries, and they may vary the proportions from time to time (my trustees being the sole judge of the propriety of such allocations without the assent or approval of any court). As I am making this donation in memoriam of my father, the late _____, it is my wish that in some way his name may be connected and associated publicly and permanently with this donation, and I direct my trustees to see that my wish is accomplished, and if, at any time, there shall be no free public library operating and functioning in the city of _____ in a way satisfactory to my trustees (and my trustees shall be the sole judge of that issue, without the assent or approval of any court), then to pay over to or to apply the net amount of the rents, income, dividends and profits of "Fund C" in the possession of my trustees or the survivor of them, on such dates and at the times, to such other institution or institutions as may be operating and functioning in the city of _____ for charitable purposes such as a hospital or other institution providing care and treatment for poor and worthy persons, as my trustees may determine (and my trustees shall be the sole judge of such selection and determination of such beneficiary or beneficiaries without the assent or approval of any court), and I direct my trustees to see that the name of my father, _____, continue to be associated with such donation throughout.

General form.

This agreement is made _____, 19____, in duplicate original, to form a limited partnership, among _____ and _____(called general partners) and _____ and _____(called limited partners), witnesseth: Article I. In General

1.
The parties form a limited [or special] partnership, under _____[statutory citation]. The name of the partnership is _____. The character of the business of the partnership is _____, and other business which relates to it, including (by way of example without limitation) _____.

2.
Concurrently the parties, pursuant to _____[statutory citation] have executed and acknowledged [executed, acknowledged and verified] in duplicate original a certificate of limited partnership and have filed one of the duplicate originals in the office of the county clerk of _____ county and have recorded the other duplicate original in the office of the county recorder of _____ county. The parties pursuant to _____[statutory citation] shall file [record] in the office of _____ a fictitious name certificate as to the name under which the partnership will do business, publish it, and file [record] in the office of _____ an affidavit of publication.

3.
The location of the principal place of the business of the partnership is _____.

4.
The term for which the partnership is to exist is _____, commencing _____.

5.
The name and place of residence of each member is:

General Partners
Name Residence

.....
.....

.....
.....
Limited Partners
.....
.....
.....
.....

6.
Each limited partner may substitute an assignee as a contributor and substitute limited partner in his or her place, subject to the following terms and conditions: _____.

7. The partners may admit additional limited partners upon the following terms and conditions: _____.

8.
Limited partner[s] _____[name(s)] shall have priority over other limited partners, as to contributions or as to compensation by way of income as follows: (1). The name of limited partner is _____. The nature of priority as to contributions is _____. The nature of priority as to compensation by way of income is _____. [Etc.]

Article II.
Capital

9.
_____ and _____ shall be general partners and shall contribute to the partnership capital the assets of the present firm of _____, which it is agreed have a value of _____ dollars as shown in the balance sheet of _____, dated _____, 19__, marked exhibit _____, attached and incorporated by reference as though fully set forth. Accordingly, the fixed value of their contribution is _____ dollars, and the contribution of each is _____ dollars.

10.
_____ shall be a limited partner and shall contribute _____ dollars to the partnership capital. _____ shall be a limited partner and shall contribute _____ dollars to the partnership capital.

11.
In accordance with the agreements of general partners additional contributions to the capital of the partnership may be made, from time to time, by each general or limited partner.

12.
In accordance with an agreement of general partners withdrawals from partnership capital may be made, from time to time, by each general or limited partner. The time when the contribution to capital of each limited partner is to be returned is _____.

13.
Goodwill shall be deemed to have no value as capital or in valuing the interest of any partner for any purpose, and upon termination of the partnership, no partner shall receive or have any particular right to the goodwill of the partnership and each partner shall be free to seek business with persons who have been clients, patrons or customers of the partnership, provided that this paragraph shall not be construed as limiting in any way provisions in Article VIII as to formation of a new partnership or provisions in Article VI as to purchase by one general partner of the interest of another, including the right to partnership goodwill and to use of the partnership name.

Article III.

Profits, Losses, Income, Debts

14.

The general partners shall be entitled to and interested in the profits of the partnership in the following proportions, namely _____[set out names and percents]. Each of the general partners shall be allowed interest at the rate of _____ percent per annum upon all balances, including the respective capitals, standing to their credits upon the books of the partnership, and shall be charged interest at a similar rate on all balances standing to their debits upon the books.

15.

The limited partners shall be entitled to and interested in the profits of the partnership in the following proportions, namely _____[set out names and percents]. Each limited partner [subject to the provisions of the general statutes of _____, § _____] shall be allowed interest at the rate of _____ percent per year upon all capital contributed to the partnership.

16.

General and limited partners shall be liable for the losses of the partnership in the same proportions in which they are respectively interested in the profits. However, when the losses chargeable against the special partner shall equal the amount of the capital contributed he or she shall not be liable for any loss in excess of that amount, and any excess of loss shall be borne by the general partners in the following proportions, namely: _____[set forth names and percents]. Nor shall any limited partner be liable for the debts of the partnership, notwithstanding anything in this agreement stated or implied to the contrary, beyond the amount of his or her original contribution to the capital of the partnership.

Article IV.

Accounts and Accounting

17.

Proper and usual books of account shall be kept by the partnership, and the books shall first be opened on and as of the _____ day of _____, 19__, and shall be closed and the profits and losses of the business fixed and ascertained, and the accounts adjusted, on the _____ day of _____, 19__. Thereafter, accounting and determination of profits and losses shall be as provided in paragraph

18.

18.

At the expiration of each annual [fiscal] period a full and detailed statement shall be prepared showing the operation of the business during the preceding year, the condition of all accounts with the book and market values of the securities against them, the loans of the partnership with the book and market values of the collateral securing them, the book and market values of all securities and assets owned by the partnership, all outstanding and uncompleted contracts and commitments with a summary of the details and the interests, profits and losses accrued during the preceding year. In fixing and determining the annual interest, profits and losses, no prospective profits or losses, or profits or losses on any contracts then outstanding and uncompleted shall be regarded. Each of the annual statements shall be audited and approved by a certified public accountant of established reputation, and the statements so audited and approved shall be final and conclusive upon all the parties. Copies of each of the statements, shall, as soon as audited and approved, be delivered to each of the parties. Each partner, whether general or special, shall have full right and power to examine at any and all times the books, records, accounts and securities of the partnership.

19.

An interest account shall be kept by the partnership and all interest to which the special and general partners may be respectively entitled, as provided above shall be credited to them respectively on the last day of every month and

charged to that account.

Article V.

Management and Conduct of Business

20.

Limited partners shall not participate in the management of the partnership or in the business of the partnership. They shall have no authority to act for the partnership or to bind it. They shall have no authority to sign any writing for the partnership. They shall receive no salary from the partnership or for any service for the partnership.

21.

Each general partner shall have an equal voice with every other general partner in the management of the partnership, which shall be vested in the general partners exclusively. The general business policy of the partnership, and all questions relating to the management of its business shall, in case of difference of opinion among the general partners, be determined and settled by the general partner or partners at such time owning a majority of the general capital.

22.

A general partner shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without limited partners, except that without the written consent or ratification of the specific act by all the limited partners, a general partner or all of the general partners have no authority to:

- (a). Do any act in contravention of the certificate,
- (b). Do any act which would make it impossible to carry on the ordinary business of the partnership,
- (c). Confess a judgment against the partnership,
- (d). Possess partnership property, or assign their rights in specific partnership property, for other than a partnership purpose,
- (e). Admit a person as a general partner,
- (f). Admit a person as a limited partner.

A general partner shall have such other rights, powers and duties and be subject to any other restrictions and limitations as are provided for by the Uniform Limited Partnership Act.

23. Each general partner will devote his or her full working time exclusively to the partnership and will serve the partnership to the best of his or her ability. In accordance with agreement or majority decision of general partners, from time to time, general partners will receive salaries for their service to the partnership, to be a charge only upon partnership property and not a personal obligation of individual partners.

Article VI.

Purchase by General Partner of Interest of Other General Partners

24.

A general partner owning a majority in amount of the general capital of the partnership may at any time purchase the interest in the partnership of any or all other general partners by paying to each whose interest is purchased the amount he or she would receive upon a liquidation of the partnership at that time. Any dispute as to what a general partner would receive upon a liquidation will be settled by decision of two or more of three appraisers, one of them to be appointed by the general partner the second by the purchasing general partner, the third by the other two appraisers [or by paying the value to be determined by including the amount in the capital and withdrawal account plus his or her share of accrued net profits or less his or her share of net loss and valuing partnership assets at book value, giving no value to goodwill].

25.

Upon the termination of this partnership through the expiration of its term, or in any other manner as provided, then, if no agreement for the extension or the reorganization of the partnership shall be made, the general partner owning a majority in amount of the general capital shall have the right to purchase and acquire the interest of any or all of the other general partners upon the same terms and conditions as set forth in paragraph 24. This purchase and payment shall preclude the partner or partners whose interests are purchased from claiming any interest in the goodwill of the partnership business or the use of the firm name.

Article VII. Termination of Partnership

26. The partnership will [not] be dissolved by the death, insanity or retirement from the partnership of a general partner.

[The following sentence to be used if partnership is dissolved.] In such event, unless a new partnership is formed in accordance with Article VIII the partnership will be liquidated, and the personal representative of the deceased general partner, the guardian of the insane general partner, the partner or other person entitled to receive the interest in the partnership, as the case may be, shall participate in distribution of the partnership property in proportion to his or her share of profits and losses and contribution to capital.

27. In settling accounts after dissolution the liabilities of the partnership shall be entitled to payment in the following order:

- (a). Those to creditors, in the order of priority as provided by law, except those to limited partners on account of their contributions, and to general partners.
- (b). Those to limited partners in respect to their share of the profits and other compensation by way of income on their contributions.
- (c). Those to limited partners in respect to the capital of their contributions.
- (d). Those to general partners other than for capital and profits.
- (e). Those to general partners in respect to profits.
- (f). Those to general partners in respect to capital.

Article VIII.

Continuance of Old or Formation of New Partnership After Retirement, Death or Insanity of General Partner

28.

The partnership will not be dissolved if the business is continued by a remaining general partner or remaining general partners under the right so to do stated in the certificate of partnership [the business of the partnership need not be terminated by the death, insanity or retirement of a general partner], but in such event the continuing partners may continue the [partnership and] business of the partnership with or without admission of another person or other persons to membership in the new partnership, provided that the value of the interest in the partnership of the partner who has died, become insane or has retired from the partnership shall be payable by the partnership to him or her, his or her personal representative or guardian, as the case may be. The value of the interest shall be determined in the same way as is provided in paragraph 24.

29.

In event of [dissolution of the partnership caused by] the death, insanity or separation from the partnership of a general partner, limited partners, if surviving general partners by agreement or majority decision require it, shall enter into a new limited partnership with general partners. In that event each general and limited partner shall contribute as capital of the new partnership the amount of capital (including any undistributed interest and profits accrued to the date of the dissolution) that he or she is entitled to receive upon the liquidation of the old partnership. In that event the surviving general partners shall have the right to purchase out of the capital of the new partnership the interest in the old partnership of the partner who has died, become insane or has retired from the old partnership by paying to him or her, his or her personal representative or guardian, as the case may be, the amount he or she [would be] is entitled to receive on the liquidation of the old partnership, to be determined in the same way as is provided in paragraph 24.

Article IX.

Conclusion

30. Each of the partners agrees with each of the others that he or she will duly and faithfully observe and comply with all the provisions of the statutes of the state of _____ governing limited partnerships and all of the provisions, in so far as they are in any way applicable, are made part of this agreement with the same force and effect as if set forth at length.

In witness the parties have signed this document, etc.

[Signatures, and if required or desired, of general partners with words "general partners" added at end, and signatures, if required or desired, of special partner with words "special partner" added.]

Renunciation of community property rights.

I, _____, wife of _____, hereby certify that I have read the foregoing will of my husband and fully understand that he disposes of all of his separate estate and his and my interests in the entire community property estate. Being fully satisfied with its provisions, I hereby elect to accept and acquiesce in the provisions of the will, waiving all claims to my community property share given me by virtue of the laws of the state of _____, that I may have in any real property or personal property disposed of by the foregoing will of my husband, except that I do not waive any right to family allowance out of my husband's estate during probate. This instrument is not a transfer or release of my right, title or estate in any property now owned or hereafter acquired by me, is revocable by written instrument executed by me and delivered to my husband during his lifetime, and shall be effective and valid for any purpose only after the decease of my husband and provided I survive him, and upon condition that the foregoing will shall be duly admitted to probate by a court of competent jurisdiction and that it shall not be successfully contested or probate revoked.

Dated at _____ on _____[date].

Letter of intent.

LETTER OF INTENT FOR BUILD TO SUIT LEASE

LESSOR: _____, Ltd./_____ Corp.

LESSEE: _____ Corporation

BUILDING STRUCTURE: Pre Cast Concrete/Structural Steel Frame, One Story, 28' Clear Height

OFFICE EXTERIOR: Brick/Glass Curtain Wall, One Story

OFFICE INTERIOR: Class "A" Building Standard, per spec

FLOOR SLAB: 7inch1; 4,000 psi unreinforced concrete floor slab throughout the distribution facility Phase I & Phase II

ROOF: Mechanically fastened R 12 insulation, 15 year warranty, EPDM System

HVAC SYSTEM: Office: A/C & Gas Heat Systems Distribution: Ventilated Fans & Gas Heat, Smoke Evacuation Systems

CLEAR HEIGHT: 28'

AUTO PARKING: 206 spaces

TRAILER PARKING: 38 spaces

TRUCK DOCKS: 42 Total 8' x 10'/1 Total 14inch1; x 12'

LEASE TERM: 10 years (triple net)

GROSS BUILDING AREA: Initial Quotation 320,000 square feet Phase I 123,125 square feet Phase II 443,125 square feet Total

GROSS BUILDING AREA:

Revised Phase I

Distribution: 300,000 s.f.

Configuration: 35,000 s.f.

Distr/Office: 5,000 s.f.

Main Office: 20,000 s.f.

360,000 s.f.

Revised Phase II

Distribution: 85,625 s.f.

TOTAL: 445,625 s.f.

SITE AREA: 16.74 Acres (+/-) LEASE RATE: Note: Includes front end free rent prior to August 1, _____.

Initial Quotation 10 Year Revised Quotation 10 Year

Term Yrs. 1-5 Yrs. 6-10 Rate/SF \$2.85 \$3.06 Term Yrs. 1-5 Yrs. 6-10 Rate/SF \$2.78 \$3.05

Optional Renewal

Yrs. 11-15 \$3.49 Average Lease Rate Years 1-10 = \$2.95 Yrs. 11-15 \$3.48 Average Lease Rate Years 1-5 = \$2.69

EXPANSION SCENARIOS/COSTS/RATES

I. EXPANSION OPTION ONE PROJECT PHASE II (To expand adjacent to Phase I facility)

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TOTAL SQUARE FOOTAGE: 85,625 S.F.

PROJECT COST OF CONSTRUCTION:

A) Concurrent \$2.78 PSF B) 3–9 Months \$2.82 PSF C) 9–24 Months \$2.86 PSF

II. EXPANSION OPTION TWO PROJECT PHASE III (J.B. Hunt tract adjacent to Phase I)

TOTAL SQUARE FOOTAGE: 210,000 S.F. PROBABLE TIMING: 12–24 Months COST OF LAND

ACQUISITION: \$720,000 PROBABLE COST OF DEMOLITION OF EXISTING CONSTRUCTION: \$90,000

210,000 SF OF FREE STANDING DISTRIBUTION/OFFICE FACILITY TILT UP STRUCTURAL STEEL:

\$3,885,000/\$18.50 PSF

PHASE II EXPANSION

LEASE RATE PER S.F.:

Yrs. 1–5 12–24 Months \$3.36 24–36 Months \$3.40 36–48 Months \$3.44

PHASE II EXPANSION

LEASE RATE PER S.F.:

Yrs. 6–10 Yrs. 11–15 \$3.57 \$4.07

III. EXPANSION OPTION THREE PROJECT PHASE IV (Nike tract)

TOTAL SQUARE FOOTAGE: 290,000 S.F.

PROBABLE TIMING: PROBABLE COST OF LAND ACQUISITION: PROBABLE COST OF CONSTRUCTION:

\$5,437 24–54 Months \$780,000 PSF ,500/\$18.75

LEASE RATE:

24–48 Months Yrs. 1–5 \$3.12 Yrs. 6–10 \$3.33 Yrs. 11–15 \$3.73

LEASE

TYPE: Triple net where _____ Constructors will provide a standard 1 year warranty for all construction performed on the project. Further, _____ Constructors will issue an additional warranty limited to the structure, foundation, concrete slab, structural frame, roof deck (metal), and all exterior walls for a period of 24 months from the date of occupancy. No warranty, real or implied, by Contractor or Owner will be in force past the 24th month of occupancy. The warranty shall survive any sale of the facility to the third party. The User shall be responsible for all Taxes, Insurance, Building Maintenance, and Common Area Maintenance/Landscaping on the property for the entire term of the Lease.

PURCHASE OPTION: Lessor grants to Lessee a Right to Purchase for the fixed price of \$10,050,000 upon completion of Phase I of the Project. Lessor grants an additional Right to Purchase Phase I of the Project at the end of year 5 for \$10,900,000. In the event, Lessee does not exercise its Right to Purchase Phase I of the Project at the end of the first 5 year term of the Lease, Lessee agrees to extend the primary term of the Lease to include years 11–15 renewal option period.

ALTERNATIVE OPTION TO PURCHASE: Lessor agrees to grant to Lessee an ongoing Right of First Refusal to Purchase the Premises based on the same terms and conditions of a bonafide offer, as may be presented to Lessor by Lessee.

LEASE COMMENCEMENT: Assuming Landlords receipt of Binding Letter of Intent by February 2, _____, and very timely approval of the plans and specifications by your firm, with Design and Construction to begin February 4, _____. Beneficial incremental occupancy shall tMake place May 31, _____(Phase I).

Actual Lease Commencement to tMake place the latter of August 1, _____, or the first day of the month following Lessor's receipt of permanent building certificate of occupancy. Lessee may occupy the Lease premises in whole or in part prior to actual Lease Commencement at no charge. All other terms and conditions of the to be executed Lease Agreement shall remain in full force and effect.

COST BARTERING OF MATERIALS FOR CONSTRUCTION: The Lessee desires to investigate and utilize as feasible the barter of materials and/or services provided by the Lessee, to defer actual costs of materials incorporated by the Lessor into the building's construction.

The Lessor or designated agent will provide a schedule of items applicable to this procurement method.

No construction time delay, real or implied, will occur as a result of any bartering by or on behalf of the Lessee.

Lessor reserves the right to approve the incorporation of any materials into the Project.

ASSUMPTIONS: We have made numerous assumptions based on the original requests of the _____ Corporation. Should there be any additional improvements or other criteria which significantly increase or decrease the total project cost, we respectfully request the opportunity to modify the aforementioned Lease Schedule accordingly, subject to final approval by the _____ Corporation and _____ Corp. The above mentioned Lease Schedule is contingent

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upon first approve by the _____'s Lender(s) of choice and assumes the Lease Agreement to be Corporately Guaranteed by the _____ Corporation.

AGREED: [signatures]

Real estate mortgage investment conduits —Pooling and servicing agreement.

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This Pooling and Servicing Agreement, effective as of _____ 1, _____[year], between _____, as Seller (the "Company"), _____, as Master Servicer (the "Master Servicer"), and _____, as Trustee (the "Trustee"), provides:

In consideration of the mutual agreements contained in this agreement, the Company, the Master Servicer and the Trustee agree as follows:

ARTICLE I.

Definitions

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article. [This Agreement relates to two Trust Funds interests in which are evidenced by

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Certificates designated as Series _____[year] — — and Series _____[year] — —, respectively, each such series having its own Pass-Through Rate. Accordingly, the following definitions as well as all other provisions of this Agreement should be construed as relating separately to each Trust Fund and the Certificates evidencing interests in such Trust Fund.]

Agreement: This Pooling and Servicing Agreement and all amendments of and supplements to it.

Appraised Value: The appraised value of the Mortgaged Property based upon the appraisal made for the originator at the time of the origination of the related Mortgage Loan, or the sales price of the Mortgaged Property, whichever is less.

Bankruptcy Bond: The bankruptcy bond for proceedings under the federal Bankruptcy Code, a form of which is attached as Exhibit D to this Agreement.

Business Day: Any day other than (i) a Saturday or a Sunday, or (ii) a day on which banking institutions in _____ are authorized or obligated by law or executive order to be closed.

Buydown Earnings: Earnings from the investment of buydown Funds while the same are held in an interest-bearing custodial account pursuant to Section 3.20.

Buydown Funds: Any amount contributed by the seller of a Mortgaged Property, the Company or another source in order to enable the Mortgagor to reduce the payments required to be made by the Mortgagor from the Mortgagor's funds in the early years of a Mortgage Loan.

Buydown Mortgage Loan: Any Mortgage Loan as to which a specified amount of interest is paid out of related Buydown Funds in accordance with a related buydown agreement.

Certificate: Any one of the certificates executed by the Company and authenticated by the Certificate Registrar in substantially the following form, with the blanks therein appropriately completed, for Series 198— — —, the bracketed material indicating the changes therefrom for Series 198— — —.

[Form of Face of Certificate]

Series _____[year]— Fractional Undivided Interest

[Series _____[year]—] —/—th [—/—th]

Date of Pooling and Servicing — _____% Pass-Through Rate]

Agreement and Cut-off Date [— _____% Pass-Through Rate]

_____, 1, _____[year] [Variable Pass-Through Rate]

First Distribution Date _____ 25, _____[year] Aggregate Principal Balance of the Mortgage Loans after deducting payments due on the Cut-off Date

Master Servicer \$ _____ [\$_____]

.....

CONDUIT MORTGAGE PASS-THROUGH CERTIFICATE

evidencing a fractional undivided interest in a pool of conventional single-family mortgage loans formed and sold by _____(Name of Business)

This Certificate does not represent an obligation of or interest in (Company), or the Master Servicer or any of their affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any governmental agency or instrumentality.

This certifies that _____ is the registered owner of a —/—th fractional undivided interest in a pool (the "Pool") of conventional single-family mortgage loans (the "Mortgage Loans"), formed and sold by the "Company", which term includes any successor entity under the Agreement referred to below. The Pool was created pursuant to a Pooling and Servicing Agreement dated as specified above (the "Agreement") among the Company, the Master Servicer and _____, as trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth below. To the extent not defined in this Certificate, the capitalized terms used in this Certificate have the meanings assigned in the Agreement. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the holder of this Certificate by virtue of the acceptance of this Certificate assents and by which such holder is bound. Terms which are defined in the Agreement and which are used but not defined in this Certificate shall have the respective meanings in this Certificate as they have in the Agreement.

The Master Servicer promises to distribute on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing on the First Distribution Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month next preceding the month of such distribution (the "Record Date"), an amount equal to the product of the fractional

undivided interest evidenced by this Certificate and the aggregate of all previously undistributed (a) payments on account of principal (including Principal Prepayments, if any) and interest on the Mortgage Loans subject at any time to the Agreement received by the Master Servicer after the Cut-off Date as specified above and prior to the 15th day (or if such 15th day is not a Business Day, the Business Day immediately preceding such 15th day) of the month of such distribution (the "Determination Date"), (b) any Buydown Funds and Buydown Earnings deposited in the Certificate Account on or before the Distribution Date and (c) certain funds required by the Agreement to be deposited by the Master Servicer due to the operation of certain deductible clauses in blanket policies maintained by the Master Servicer, if any, against hazard losses, except: (i) all payments which were due on or before the Cut-off Date; (ii) all Principal Prepayments received during the month of distribution and all payments of interest representing interest for the month of distribution or any portion of it; (iii) all scheduled payments of principal and interest due on a date or dates subsequent to the first day of the month of distribution; (iv) amounts received on particular Mortgage Loans as late payments of principal or interest and respecting which there is an unreimbursed advance; (v) amounts representing reimbursement for other advances which the Master Servicer has determined to be otherwise nonrecoverable and amounts representing reimbursement for certain losses and expenses incurred by the Master Servicer or the Company and described in the Agreement; (vi) that portion of each payment of interest on a particular Mortgage Loan which, when deducted, will make the portion of that payment distributed equal to interest at the Pass-Through Rate on the Principal Balance of such Mortgage Loan outstanding during the period for which such payment was received; and (vii) where permitted by the Agreement, that portion of the proceeds of the liquidation of defaulted Mortgage Loans which represents unpaid servicing compensation of the Master Servicer. For the purposes of this Certificate, amounts received by the Master Servicer in connection with the liquidation of defaulted Mortgage Loans through Insurance Proceeds, foreclosure or trustee's sales proceeds or otherwise shall be deemed to be amounts received on Mortgage Loans. In addition, the Master Servicer shall include with any such monthly distribution an amount equal to principal payments and interest payments (adjusted to the Pass-Through Rate) due on the first day of the month of distribution and delinquent as of the close of business on the Business Day prior to the Distribution Date, subject to the Master Servicer's determination that such payments are recoverable from Insurance Proceeds or Liquidation Proceeds. Distributions on this Certificate will be made by the Master Servicer by wire transfer in immediately available funds for the account of the Person entitled to them if such Person shall have so notified the Master Servicer, or by check mailed to the address of the Person entitled to them, as such name and address shall appear on the Certificate Register. Notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Company of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency appointed by the Company for that purpose in the City and State of _____.

Reference is here made to the further provisions of this Certificate set forth below, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication on this Certificate has been executed by the Certificate Registrar, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

In Witness of which, the Company has caused this Certificate to be duly executed under its official seal.

Dated:

By _____, Vice President [Seal] Attest: _____, Assistant Secretary

[Form of Certificate of Authentication]

This is one of the Certificates referred to in the within-mentioned Agreement.

Certificate Registrar By _____, Authorized Officer

[Form of Reverse of Certificate]

This Certificate is one of a duly authorized issue of Certificates designated as Conduit Mortgage Pass-Through Certificates of the Series and Pass-Through Rate specified on this Certificate (the "Certificates") and representing the fractional undivided interest set forth above in

(i) the Mortgage Loans, (ii) such assets as from time to time may be identified as deposited in the certificate account created by the Master Servicer pursuant to the Agreement (the "Certificate Account"), (iii) property which secured a Mortgage Loan and which has been acquired by foreclosure or deed in lieu of foreclosure, (iv) the Insurance Policy hereinafter referred to and the Primary Insurance Policies, if any, and Bankruptcy Bond referred to in the Agreement and (v) the Special Hazard Insurance Policy referred to in the Agreement (the Mortgage Loans, such assets deposited in the Certificate Account, such property and such Insurance Policy, Special Hazard Insurance Policy, Primary Insurance Policies and Bankruptcy Bond being collectively called the "Trust Fund" below).

The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth in this Certificate and in the Agreement. In the event Master Servicer funds are advanced

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with respect to any Mortgage Loan, such advance is reimbursable to the Master Servicer from related recoveries on such Mortgage Loan or from other cash deposited in the Certificate Account to the extent that such advance is not otherwise recoverable.

The Master Servicer has obtained, and has agreed to exercise its best reasonable efforts, subject to certain limitations as to cost in the case of any replacement policies for them, to maintain for as long as Certificates shall be outstanding, a mortgage guaranty insurance policy or policies (the "Insurance Policy") for the benefit of Certificateholders. The Insurance Policy is limited in scope and amount and may be examined, together with the Agreement, during normal business hours at the principal office of the Master Servicer by any Certificateholder on request.

As provided in the Agreement, withdrawals from the Certificate Account may be made by the Master Servicer from time to time for purposes other than distributions to Certificateholders, such purposes including reimbursement to the Company and the Master Servicer of advances made, or certain expenses incurred, by either of them.

The Agreement permits, with certain exceptions provided in it, the amendment of the Agreement and the modification of the rights and obligations of the Company and the Master Servicer and the rights of the Certificateholders under the Agreement at any time by the Company, the Master Servicer and the Trustee with the consent of the holders of Certificates evidencing fractional undivided interests aggregating not less than 66% of the Trust Fund. Any such consent by the holder of this Certificate shall be conclusive and binding on such holder and upon all future holders of this Certificate and of any Certificate issued upon the transfer of this certificate or in exchange for or in lieu of it whether or not notation of such consent is made upon this Certificate. The Agreement also permits the amendment of itself in certain circumstances, without the consent of the holders of any of the Certificates.

As provided in the Agreement and subject to certain limitations set forth in the agreement, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies appointed by the Company in the City and State of _____, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Company and the Certificate Registrar duly executed by, the holder of this certificate or such holder's attorney duly authorized in writing, and one or more new Certificates of authorized denominations evidencing the same aggregate fractional undivided interest in the Trust Fund will be issued to the designated transferee or transferees.

The Certificates are issuable only as registered Certificates without coupons in denominations of one or any other positive whole number divided by the denominator specified on this Certificate. As provided in the Agreement and subject to certain limitations set forth in it, Certificates are exchangeable for new Certificates of authorized denominations evidencing the same aggregate fractional undivided interest in the Trust Fund, as requested by the holder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with such registration.

The Company, the Trustee and the Certificate Registrar and any agent of the Company, the Trustee or the Certificate Registrar may treat the Person in whose name this Certificate is registered as the owner of it for all purposes, and neither the Company, the Trustee, nor any such agent shall be affected by notice to the contrary.

The obligations created by the Agreement and the Trust Fund created by it shall terminate upon (i) the later of the maturity or other liquidation (including repurchase by the Company) of the last Mortgage Loan subject to it or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts held by the Company and required to be paid to them pursuant to the Agreement. The Agreement permits, but does not require, the Company to repurchase from the Trust Fund all Mortgage Loans at the time subject to it and all property acquired in respect of any Mortgage Loan at a price equal to the greater of (a) the principal amount of such Mortgage Loans plus the appraised value of such property as provided in the Agreement or (b) the aggregate market value of the Certificates determined as provided in the Agreement, in each case together with accrued interest on the Mortgage Loans at the Pass-Through Rate as provided in the Agreement. The exercise of such right will effect early retirement of the Certificates, the Company's right to repurchase being subject to the aggregate Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the aggregate Principal Balance of the Mortgage Loans at the Cut-off Date.

ASSIGNMENT

For Value Received the undersigned by this instrument sell(s), assign(s) and transfer(s) unto _____ (Please print or typewrite name and address including postal zip code of assignee)

a fractional undivided interest equal to —/—th of the Trust Fund evidenced by this Conduit Mortgage Pass-Through Certificate and authorizes the transfer of registration of such interest to assignee on the Certificate Register of the Trust

Fund.

I (we) further direct the Certificate Registrar to issue a new Certificate of a fractional undivided interest equal to —/—th, to the above named assignee and deliver such Certificate to the following address: _____

Dated: _____, Signature by or on behalf of assignor _____, Signature Guaranteed

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for the information of _____:

Distributions shall be made by wire transfer in immediately available funds to _____ for the account of _____ account number _____, or, if mailed by check, to _____. Applicable statements should be mailed to _____.

This information is provided by _____, the assignee named above, or _____ as its agent.

Certificate Account: The custodial account or accounts created and maintained pursuant to Section 3.07, which shall be entitled "[Trustee]," Conduit Mortgage Pass-Through Certificates, Series [as specified on the face of the Certificate] and which must be an Eligible Account. Funds deposited in the Certificate Account shall be held in trust for the Certificateholders for the uses and purposes set forth in Sections 3.07, 3.10 and 4.03.

Certificateholder or Holder: The Person in whose name a Certificate is registered in the Certificate Register, except that, solely for the purpose of giving any consent pursuant to this Agreement, any Certificate registered in the name of the Company, the Master Servicer or any Sub-Servicer or any affiliate of them shall be deemed not to be outstanding and the Fractional Undivided Interest evidenced by the certificate shall not be taken into account in determining whether the requisite percentage of Fractional Undivided Interests necessary to effect any such consent has been obtained.

Certificate Register and Certificate Registrar: The register maintained and the registrar appointed pursuant to Section 5.02.

Company: _____, a _____ corporation, or its successor in interest.

Custodial Agreement: An Agreement entered into among the Company, the Master Servicer, the Trustee and a Custodian in the form of Exhibit A to this agreement.

Custodian: A Custodian appointed pursuant to a Custodial Agreement.

Cut-off Date: The date specified as the Cut-off Date on the face of a Certificate.

Determination Date: The 15th day (or if such 15th day is not a Business Day, the Business Day immediately preceding such 15th day) of the month of the related Distribution Date.

Distribution Date: The 25th day of any month beginning in the month immediately following the month of the initial issuance of the Certificates or, if such 25th day is not a Business Day, the Business Day immediately following.

Due Date: The first day of the month of the related Distribution Date.

Dwelling: A residential property consisting of one structure or unit or one primary structure along with structures or outbuildings (which may include living quarters) subordinate to the primary structure.

Eligible Account: An account that is either (i) maintained with a depository institution the debt obligations of which have been rated by each Rating Agency in one of its two highest rating categories, or (ii) an account or accounts the deposits in which are fully insured by either the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or (iii) an account or accounts, in a depository institution in which such accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (to the limits established by such Corporations), the uninsured deposits in which accounts are otherwise secured such that, as evidenced by an Opinion of Counsel delivered to the Trustee, the Certificateholders have a claim with respect to the funds in such account or a perfected first security interest against any collateral (which shall be limited to Permitted Investments) securing such funds that is superior to claims of any other depositors or creditors of the depository institution with which such account is maintained.

Event of Default: As defined in Section 7.01.

FHLMC: Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States created and existing under Title III of the Emergency Home Finance Act of 1970, as amended, or any successor to it.

FNMA: Federal National Mortgage Association, a federally chartered and privately owned corporation organized and existing under the Federal National Mortgage Association Charter Act, or any successor to it.

Fractional Undivided Interest: The fractional undivided interest in the Trust Fund evidenced by a Certificate.

Insurance Policy: The pool mortgage guaranty insurance policy, a form of which is attached as Exhibit C to this Agreement or any replacement insurance policy obtained by the Master Servicer pursuant to Section 3.11.

Insurance Proceeds: Proceeds paid pursuant to the Insurance Policy, Bankruptcy Bond or Primary Insurance Policies, if any, and pursuant to the Special Hazard Insurance Policy when the related property has not been restored and amounts

paid by any insurer pursuant to any other insurance policy covering a Mortgage Loan.

Insured Expenses: Expenses covered by the Insurance Policy, any Primary Insurance Policy, the Bankruptcy Bond or the Special Hazard Insurance Policy or any replacement insurance policy or policies or any other insurance policy.

Insurer: _____, a _____ corporation, or any successor to it or the named insurer in any replacement policy obtained by the Master Servicer pursuant to Section 3.11.

Liquidation Expenses: Reasonable expenses which are incurred by the Master Servicer in connection with the liquidation of any defaulted Mortgage Loan and not recovered by the Master Servicer under the Insurance Policy or any Primary Insurance Policy, for reasons other than the Master Servicer's failure to comply with Section 3.11, such expenses including, without limitation, legal fees and expenses, any unreimbursed amount expended by the Master Servicer pursuant to Section 3.12 respecting the related Mortgage Loan and any related and unreimbursed expenditures for real estate property taxes or for property restoration or preservation to the extent not previously reimbursed under the Special Hazard Insurance Policy.

Loan-to-Value Ratio: As of any date, the fraction, expressed as a percentage, the numerator of which is the current principal balance of the related Mortgage Loan at the date of determination and the denominator of which is the Appraised Value of the related Mortgaged Property.

Master Servicer: _____, a _____ corporation, or its successor in interest, or any successor Master Servicer appointed as provided in Section 7.02.

Monthly Advance: The aggregate of the advances made on any Distribution Date pursuant to Section 4.03, the amount of any such Monthly Advance being equal to the aggregate of payments of principal and interest on the Mortgage Loans which were due on the Due Date and delinquent as of the close of business on the Business Day next preceding such Distribution Date, after adjustment of any delinquent interest payment to interest at the Pass-Through Rate, less the amount of any advances which Master Servicer has determined would constitute Nonrecoverable Advances if made.

Mortgage: The mortgage, deed of trust or other instrument creating a first lien on an estate in fee simple interest in real property securing a Mortgage Note.

Mortgage File: The mortgage documents listed in Section 2.01 pertaining to a particular Mortgage Loan and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

Mortgage Loans: Such of the mortgage loans transferred and assigned to the Trustee pursuant to Section 2.01 as from time to time are held as a part of the Trust Fund, the Mortgage Loans originally so held being identified in Exhibit B to this agreement. Exhibit B shall identify each Mortgage Loan by loan number, address of the Mortgaged Property and name of the Mortgagor and shall set forth as to each Mortgage Loan the Appraised Value of the Mortgaged Property, the Loan-to-Value Ratio at origination of the Mortgage Loan, including any secondary financing, the Principal Balance as of the Cut-off Date, the interest rate borne by the Mortgage Note, the current scheduled monthly payment of principal and interest and the maturity of the Mortgage Note.

Mortgage Note: The originally executed note or other evidence of indebtedness evidencing the indebtedness of a Mortgagor under a Mortgage Loan.

Mortgaged Property: The underlying property securing a Mortgage Loan.

Mortgagor: The obligor on a Mortgage Note.

Nonrecoverable Advance: Any advance previously made or proposed to be made by the Master Servicer pursuant to Section 4.03 which, in the good faith judgment of the Master Servicer, will not or, in the case of a proposed advance, would not be ultimately recoverable by the Master Servicer from Insurance Proceeds or Liquidation Proceeds. The determination by the Master Servicer that it has made a Nonrecoverable Advance or that any proposed advance, if made, would constitute a Nonrecoverable Advance, shall be evidenced by an Officers' Certificate of the Master Servicer delivered to the Trustee and detailing the reasons for such determination. In the event that the reasons shall relate to a general inability to recover under the Insurance Policy (as opposed to an inability so to recover for reasons peculiar to a particular Mortgage Loan), notice of such determination shall be mailed by the Master Servicer promptly to each Certificateholder.

Officers' Certificate: A certificate signed by the Chairman of the Board, the Vice Chairman of the Board, the President or a Vice President or Assistant Vice President, and by the Treasurer, the Secretary, or one of the Assistant Treasurers or Assistant Secretaries of the Company or the Master Servicer, as the case may be, and delivered to the Trustee, as required by this Agreement.

Opinion of Counsel: A written opinion of counsel, who may be counsel for the Company or the Master Servicer, who is or are acceptable to the Trustee.

[Parent: _____.]

Pass-Through Rate: [The annual rate of interest specified on the face of the Certificates] [As to each Mortgage Loan, the annual rate of interest borne by the Mortgage Loan minus ____% per annum in the case of a Mortgage Loan contained in the Trust Fund interests in which are evidenced by the Certificates designated as Series _____[year]— and minus ____% per annum in the case of a Mortgage Loan contained in the Trust Fund interests in which are evidenced by the Certificates designated as Series _____[year]—], any regular monthly remittance of interest at such rate being based upon annual interest at such rate on the Principal Balance of the related Mortgage Loan divided by twelve and any partial remittance of interest at such rate by reason of a Principal Prepayment being based upon annual interest at such rate on the prepaid Principal Balance of the related Mortgage Loan multiplied by a fraction the numerator of which is the number of days elapsed since the last scheduled Due Date for a payment on the related Mortgage Note such date of prepayment and the denominator of which is 365. Permitted Investments: One or more of the following:

(i) obligations of, or guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States;

(ii) repurchase agreements on obligations specified in clause (i) maturing not more than three months from the date of its acquisition, provided that the unsecured obligations of the party agreeing to repurchase such obligations are at the time rated by each Rating Agency in one of its two highest rating categories;

(iii) federal funds, certificates of deposit, time deposits and bankers' acceptances of any United States depository institution or trust company incorporated under the laws of the United States or any state provided that the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution in a depository institution holding company) at the date of acquisition of it have been rated by each Rating Agency in one of its two highest rating categories; and

(iv) commercial paper of any corporation incorporated under the laws of the United States or any state of them which on the date of acquisition has been rated by each Rating Agency in its highest rating category.

Person: Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision of it.

Primary Insurance Policy: Each primary policy of mortgage guaranty insurance or any replacement policy for it referred to in

Section 3.11, relating to (i) any Mortgage Loan with a Loan-to-Value Ratio at origination in excess of 80%, [specify any other requirements].

Principal Balance: As of the time of any determination, the principal balance of a Mortgage Loan remaining to be paid by the

Mortgagor or from any Buydown Funds at the close of business on the Cut-off Date, after deduction of all payments due on or before

the Cut-off Date and not paid, reduced by all amounts distributed to Certificateholders and reported to them as allocable to principal.

Principal Prepayment: Any payment or other recovery of principal on a Mortgage Loan which is received in advance of its

scheduled Due Date and is not accompanied by an amount as to interest representing scheduled interest due on any date or dates in any

month or months subsequent to the month of prepayment.

Program Guide: The Lender Operating Manual relating to Residential Funding's mortgage loan purchase program and all program bulletins published by Residential Funding from time to time.

Qualified Insurer: A mortgage guaranty insurance company duly qualified as such under the laws of the state of its principal place of business and each other state having jurisdiction over such company in connection with the Insurance Policy duly authorized and licensed by the insurance regulatory authority of the state of its principal place of business and, to the extent required by applicable law, each such other state to transact a mortgage guaranty insurance business in such state and each such other state and to write the insurance provided by the Insurance Policy and approved as an insurer by FHLMC or FNMA.

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Rating Agency: Any statistical credit rating agency that rated the Certificates at the request of the Company at the time of the initial issuance of the Certificates. References in this agreement to the two highest rating categories of a Rating Agency shall mean such ratings without any plus or minus—e.g., AAA and AA in the case of Standard & Poor's Corporation.

Record Date: The last day of the month (or if such last day is not a Business Day, the Business Day immediately preceding such last day) next preceding the month of the related Distribution Date.

Required Insurance Policies: With respect to any Mortgage Loan, all insurance policies which are required to be maintained from time to time under this Agreement, the Program Guide or the related Sub-Servicing Agreement.

Residential Funding: Funding Corporation, a _____ corporation affiliated with the Company.

Responsible Officer: When used with respect to the Trustee, the Chairman or Vice Chairman of the Board of Directors or Trustees, the Chairman or Vice Chairman of the Executive or Standing Committee of the Board of Directors or Trustees, the President, the Chairman of the Committee on Trust Matters, any Vice President, any Assistant Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, the Controller and any Assistant Controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

Servicing Accounts: account or accounts created and maintained pursuant to Section 3.08.

Servicing Officer: Any officer of the Master Servicer involved in, or responsible for, the administration and servicing of the Mortgage Loans whose name appears on a list of servicing officers furnished to the Trustee by the Master Servicer, as such list may from time to time be amended.

Single Certificate: A Certificate evidencing a Fractional Undivided Interest having a numerator of one and the denominator specified on the face of the Certificate.

Special Hazard Insurance Policy: The Special Hazard Insurance Policy, a form of which is attached as Exhibit E to this Agreement or any replacement policy obtained by the Master Servicer pursuant to Section 3.12.

Special Hazard Insurers: _____ or the named insurer in any replacement policy obtained by the Master Servicer pursuant to Section 3.12.

Sub-Servicer: Any Person with whom the Master Servicer has entered into a Sub-Servicing Agreement and who satisfies any requirements set forth in the Program Guide in respect of the qualification of a Sub-Servicer.

Sub-Servicing Account: An account established by a Sub-Servicer, which must be an Eligible Account and is otherwise acceptable to the Master Servicer.

Sub-Servicing Agreements: The written contract between the Master Servicer and any Sub-Servicer relating to servicing and/or administration of certain Mortgage Loans as provided in Section 3.02, a form of which is attached to this agreement as Exhibit F.

Trustee: _____, or its successor in interest, or any successor trustee as provided in this agreement.

Trust Fund: The corpus of each trust created by this agreement, consisting of the Mortgage Loans, such assets as shall from time to time be identified as deposited in the Certificate Account, property which secured a Mortgage Loan and which has been acquired by foreclosure or deed in lieu of foreclosure, the Insurance Policy, the Special Hazard Insurance Policy, the Bankruptcy Bond and the Primary Insurance Policies, if any.

Trust Receipt: A trust receipt the form of which is attached as Exhibit H to this agreement.

Uninsured Cause: Any cause of damage to property subject to a Mortgage such that the complete restoration of such property is not fully reimbursable by the hazard insurance policies or the Special Hazard Insurance Policy required to be maintained pursuant to Section 3.12.

ARTICLE II.

Conveyance of Mortgage Loans; Original Issuance of Certificates

Section 2.01. Conveyance of Mortgage Loans. The Company, concurrently with the execution and delivery of this agreement, by this agreement assigns to the Trustee without recourse all the right, title and interest of the Company in and to the Mortgage Loans, including all interest and principal received by the Company on or with respect to the Mortgage Loans after the Cut-off Date (other than payments of principal and interest due on the Mortgage Loans on or before the Cut-off Date).

In connection with such assignment, the Company by this agreement delivers to, and deposits with, the Trustee, or to one or more Custodians, as the duly appointed agent or agents of the Trustee for such purpose, the following

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documents or instruments with respect to each Mortgage Loan so assigned:

(i)

The Mortgage Note, endorsed without recourse to the order of the Trustee and showing an unbroken chain of endorsements from the originator of it to the Person endorsing it to the Trustee;

(ii)

The Mortgage with evidence of recording indicated on it or a certified copy of the Mortgage in those instances where the public recording office retains the original; and

(iii) An assignment (which may be included in a blanket assignment) of the Mortgage in recordable form to the Trustee, together with all recorded intervening assignments of it.

In the event that in connection with any Mortgage Loan the Company cannot deliver the Mortgage with evidence of recording thereon concurrently with the execution and delivery of this Agreement solely because of a delay caused by the public recording office where such Mortgage has been delivered for recordation, the Company shall deliver or cause to be delivered to the Trustee or the respective Custodian an Officers' Certificate or a certificate of the related Sub-Servicer, with a photocopy of such Mortgage attached to it, stating that such Mortgage has been delivered to the appropriate public recording official for recordation. The Company shall promptly deliver or cause to be delivered to the Trustee or the respective Custodian such Mortgage with evidence of recording indicated on it upon receipt of it from the public recording official or from the related Sub-Servicer.

The Master Servicer shall promptly cause to be recorded in the appropriate public office for real property records each assignment referred to in this Section 2.01 unless the Master Servicer shall furnish to the Trustee an unqualified Opinion of Counsel to the effect that recordation of such assignment is not necessary to preserve the Trustee's interest in the related Mortgage Loan against the claim of any subsequent transferee of such Mortgage Loan or any successor to or creditor of the Company or the originator of such Mortgage Loan. While each assignment to be recorded is being recorded, the Company shall leave with the Trustee or the respective Custodian a photocopy of such assignment.

Section 2.02. Acceptance by Trustee. The Trustee acknowledges receipt (or, with respect to Mortgage Loans subject to a Custodial Agreement, receipt by the respective Custodian as the duly appointed agent of the Trustee) of the documents referred to in Section 2.01 above and declares that it, or a Custodian as its agent, holds and will hold such documents and the other documents constituting a part of the Mortgage Files delivered to it in trust for the use and benefit of all present and future Certificateholders. The Trustee agrees, for the benefit of Certificateholders, to review each Mortgage File delivered to it within 45 days after the conveyance of the related Mortgage Loan to the Trustee (and each Mortgage that is not delivered upon such conveyance because of a delay at the recording office but is delivered at least 38 days after such conveyance, within seven days after the delivery of it to the Trustee) to ascertain that all required documents have been executed and received, and that such documents relate to the Mortgage Loans identified in Exhibit B annexed to this agreement, as supplemented, that have been delivered to it. If the Trustee finds any document or documents constituting a part of a Mortgage File to be defective in any material respect, the Trustee shall promptly so notify the Master Servicer. Pursuant to Section 2.3 of the Custodial Agreement, the Custodian will notify the Master Servicer of any such defect found by it in respect of any Mortgage File held by it. The Master Servicer shall have a period of 60 days after such notice within which to correct or cure any such defect. The Master Servicer covenants and agrees that, if any material defect cannot be corrected or cured, the Master Servicer will, not later than 90 days after the Trustee's or Custodian's notice to it respecting such defect, purchase the related Mortgage Loan from the Trustee at a price equal to (i) 100% of the Principal Balance of such Mortgage Loan as of the date of repurchase; plus (ii) accrued interest at the Pass-Through Rate to the first day of the month following repurchase. The purchase price for the repurchased Mortgage Loan shall be deposited by the Master Servicer in the Certificate Account maintained by it pursuant to Section 3.07 and, upon receipt by the Trustee of written notification of such deposit signed by a Servicing Officer, the Trustee, or the Custodian, as the case may be, shall release to the Master Servicer the related Mortgage File and the Trustee shall execute and deliver such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in the Master Servicer or its designee any Mortgage Loan released pursuant to this agreement. It is understood and agreed that the obligation of the Master Servicer to repurchase any Mortgage Loan as to which a material defect in a constituent document exists shall constitute the sole remedy respecting such defect available to Certificateholders or the Trustee on behalf of Certificateholders.

Section 2.03. Representations, Warranties and Covenants of the Master Servicer.

(a). The Master Servicer by this agreement represents, warrants and covenants to the Trustee that:

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- (i). The Master Servicer is a corporation duly organized, validly existing and in good standing under the laws governing its creation and existence and is duly authorized and qualified to transact any and all business contemplated by this agreement and possesses all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of this Agreement, the execution, delivery and performance of which have been duly authorized by all necessary action.
- (ii). The Master Servicer will remain subject to supervision and examination by any state or Federal authorities as may be applicable (including Federal Housing Administration, FNMA and FHLMC authorities); will remain in good standing and qualified to do business under the laws of the state of its organization and of any other state where so required by applicable law, and will not dissolve or dispose of a substantial portion of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it. Notwithstanding the foregoing, the Master Servicer may consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entirety and dissolve, and the merger, consolidation, sale or transfer shall not constitute a breach of or default under this agreement if the surviving, resulting or transferee entity, as the case may be (A) is a direct or indirect wholly owned subsidiary of _____, a _____ corporation, (B) assumes in writing all of the obligations of the Master Servicer under this Agreement and (C) is a part to a support letter agreement with Parent that is satisfactory to the Company.
- (iii). The execution and delivery of this Agreement by the Master Servicer and its performance and compliance with the terms of this Agreement will not (A) violate the Master Servicer's Articles of Incorporation or Bylaws, (B) violate any law or regulation or any administrative decree or order to which it is subject or (C) constitute a default) under, (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which the Master Servicer is a party or which may be applicable to the Master Servicer or any of its assets.
- (iv). This Agreement, assuming due authorization, execution and delivery by the Trustee and the Company, constitutes a valid, legal and binding obligation of the Master Servicer, enforceable against it in accordance with the terms of this agreement, except as the enforcement of it may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally.
- (v). The Master Servicer is not in default with respect to any order or decree of any court or any order, regulation or demand of any Federal, state, municipal or governmental agency, which default might have consequences that would materially and adversely affect the condition (financial or other) or operations of the Master Servicer or its properties or might have consequences that would affect its performance under this agreement.
- (vi). The Master Servicer is not a party to or bound by any agreement or instrument or subject to any articles of incorporation, bylaws or any other corporate restriction of any judgment, order, writ, injunction, decree, law or regulation which now or in the future may materially and adversely affect the ability of the Master Servicer to perform its obligations under this agreement or which requires the consent of any third person to the execution of this agreement or the performance by the Master Servicer of its obligations under this agreement.
- (vii). No litigation is pending or, to the best of the Master Servicer's knowledge, threatened against the Master Servicer which would prohibit its entering into this Agreement or performing its obligations under this agreement.
- (viii). The Master Servicer is and will at all times be an FNMA and FHLMC-approved servicer and will comply in the performance of this agreement with all reasonable rules and requirements of each insurer under each Required Insurance Policy.
- (ix). No information, certificate of an officer, statement furnished in writing or report delivered to the Company, any affiliate of the Company, or the Trustee by the Master Servicer will, to the knowledge of the Master Servicer, contain any untrue statement of a material fact or omit a material fact necessary to make the information, certificate, statement or report not misleading.
- (x). The Master Servicer has examined each existing and will examine each new Sub-Servicing Agreement and is or will be familiar with the terms of it. The terms of each existing Sub-Servicing Agreement and each designated Sub-Servicer have been approved by and are acceptable to the Master Servicer and any new Sub-Servicing Agreements or Sub-Servicers will be so approved and will comply with the provisions of Section 3.02. Each approved Sub-Servicer is or will be a mortgage loan servicing company approved by FNMA and FHLMC as an approved seller and servicer of single-family conventional, residential mortgage loans.
- (b). The Master Servicer by this agreement makes the representations and warranties set forth in Exhibit G to this agreement and the following representations and warranties:
- (i). The information set forth in Exhibit B to this agreement is true and correct in all material respects at the date or

dates respecting which such information is furnished;

(ii). The property subject to each Mortgage is a one- to four-family residence [owner-occupied], as of the date of origination of the related Mortgage Loan, consisting of one Dwelling, and located in the state indicated on Exhibit B and each Mortgagor as of the date of origination of the related Mortgage Loan is a natural person, except that, with respect to certain Mortgage Loans secured by property located in the State of Illinois, the related Mortgagor may be a trust;

(iii). No Mortgage Loan had a Loan-to-Value Ratio at origination in excess of 95%, [and no Mortgage Loan which is secured by a second or vacation home had a Loan-to-Value Ratio at origination in excess of 80%]; each Mortgage Loan with a Loan-to-Value Ratio at origination in excess of 80% is insured by a Primary Insurance Policy which insures the portion of the principal amount of such Mortgage Loan which is in excess of 75% of the Appraised Value of the related Mortgage Property; [specify requirements] and as of the date of the initial issuance of the Certificates, the claims-paying ability of each insurer under each such Primary Insurance Policy is acceptable to each Rating Agency for mortgage pass-through certificates rated in one of its two highest rating categories;

(iv). No Mortgage Loan had an original principal balance greater than \$500,000 or less than \$30,000, and each Mortgage Loan complied with the following Loan-to-Value Ratios at origination based on the Appraised Value of the related Mortgaged Property:

Maximum Original Principal Balance	Maximum Original Loan-to-Value Ratio

[\$300,001 to \$500,000	80%

\$200,001 to \$300,000	85%

\$150,001 to \$200,000	90%

\$150,000 or less	95%

and no Mortgage Loan secured by a Mortgaged Property subject to secondary financing at the origination of such Mortgage Loan had a combined Loan-to-Value Ratio at origination in excess of 90% for primary residences or ____% in the case of second or vacation homes properties;

(v). [specify type of Mortgage Loan];

(vi). As of the date of the initial issuance of the Certificates, no more than 5% of the Mortgage Loans by Principal Balance are secured by units located in one condominium project or in a single housing development or in any one zip code area;

(vii). As of the date of the initial issuance of the Certificates, no more than ____% of the Mortgage Loans by Principal Balance are secured by property located in the State of California and, with respect to Mortgage Loans secured by property located in the State of California, no more than 1% of the Mortgage Loans by Principal Balance are secured by Mortgaged Properties located in one condominium project or in a single housing development or any one zip code area;

(viii). With respect to each Mortgaged Property that is a condominium unit in a newly constructed condominium project and on the basis of representations of the developer of such project or the appraiser for such Mortgaged Property, at least 70%, or such lesser percentage, not less than 51%, as the Master Servicer deems appropriate on the basis of information provided to it, of the condominium units in such project have been sold or committed for sale at the time of the origination of the Mortgage Loan secured by such Mortgaged Property; and with respect to each Mortgaged Property that is a condominium unit in a condominium project that is not newly constructed and on the basis of representations of the condominium association or the appraiser for such Mortgaged Property, no more than 30% of the units in such project were for sale at the origination of the related Mortgage Loan; at the time of origination of each Mortgage Loan secured by a condominium unit, 70% of the condominium units in a newly constructed condominium project have been sold or committed for purchase and 60% of the condominium units in an existing condominium project have been represented by the condominium association, project developer or the appraiser of the related Mortgaged Property to be owner-occupied;

(ix). No Buydown Mortgage Loan with a Loan-to-Value Ratio at origination of 90% or less involves Buydown Funds contributed by the seller of the related Mortgaged Property in excess of 15% of the Appraised Value of such property, no Buydown Mortgage Loan with a Loan-to-Value Ratio at origination of more than 90% involves Buydown Funds contributed by the seller of the related Mortgaged Property in excess of 10% of the Appraised Value of such property, and no Buydown Mortgage Loan involves Buydown Funds in excess of ____% of its Principal Balance at the Cut-off Date;

(x). No Buydown Mortgage Loan provides for a reduction in interest rate of more than five percentage points in any given year, and no buydown period exceeds five years; and

(xi). Buydown Mortgage Loans do not represent in excess of ____% of the aggregate Principal Balance of the Mortgage Loans at the Cut-off Date.

It is understood and agreed that the representations and warranties set forth in this Section 2.03(b) (including those set forth in Exhibit G to this agreement) shall survive delivery of the respective Mortgage Files to the Trustee or any Custodian. Upon discovery by either the Company, the Master Servicer, the Trustee or any Custodian of a breach of any of the foregoing representations and warranties which materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties. Within 90 days of its discovery or its receipt of notice of breach, the Master Servicer shall cure such breach in all material respects or shall repurchase the Mortgage Loan from the Trustee. Any such repurchase by the Master Servicer shall be accomplished in the manner and at the repurchase price set forth in Section 2.02. It is understood and agreed that the obligation of the Master Servicer to repurchase any Mortgage Loan as to which a breach has occurred and is continuing shall constitute the sole remedy respecting such breach available to Certificateholders or the Trustee on behalf of Certificateholders.

Section 2.04. Authentication of Certificates. The Trustee acknowledges the assignment to it of the Mortgage Loans and the delivery of the Mortgage Files to it or any Custodian on its behalf, and, concurrently with such delivery, has caused to be authenticated and delivered to or upon the order of the Company, in exchange for the Mortgage Loans, Certificates duly authenticated by the Certificate Registrar in authorized denominations evidencing the entire ownership of the Trust Fund.

ARTICLE III.

Section 3.01. Master Servicer to Act as Servicer. The Master Servicer shall service and administer the Mortgage Loans and shall have full power and authority, acting alone and/or through Sub-Servicers as provided in Section 3.02, to do any and all things which it may deem necessary or desirable in connection with such servicing and administration, including but not limited to the power and authority, subject to the terms of this agreement, (i) to execute and deliver customary consents or waivers and other instruments and documents, (ii) to consent to transfers of any Mortgaged Property and assumptions of the Mortgage Notes and related Mortgages (but only in the manner provided in this agreement), (iii) to collect any Insurance Proceeds and Liquidation Proceeds, and (iv) to effectuate foreclosure or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan; provided that the Master Servicer shall make no action which is inconsistent with or prejudices the interest of the Trustee or the Certificateholders in any Mortgage Loan or the rights and interest of the Trustee or the Certificateholders under this agreement. Without limiting the generality of the foregoing, the Master Servicer in its own name or in the name of a Sub-Servicer is hereby authorized and empowered by the Trustee when the Master Servicer or the Sub-Servicer, as the case may be, believes it appropriate in its best judgment, to execute and deliver, on behalf of the Certificateholders and the Trustee or any of them, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans and with respect to the Mortgaged Properties. The Trustee shall furnish the Master Servicer with any powers of attorney and other documents necessary or appropriate to enable the Master Servicer to service and administer the Mortgage Loans. In servicing and administering any Mortgage Loan respecting which there is no Sub-Servicer, the Master Servicer shall, to the extent not inconsistent with this agreement, comply with the Program Guide as if it were the originator of such Mortgage Loan and had retained the servicing rights and obligations in respect of it.

All costs incurred by the Master Servicer or by Sub-Servicers in effecting the timely payment of taxes and assessments on the properties subject to the Mortgage Loans shall not, for the purpose of calculating monthly distributions to Certificateholders, be added to the amount owing under the related Mortgage Loans, notwithstanding that the terms of such Mortgage Loan so permit, and such costs shall be recoverable by the Master Servicer.

Section 3.02. Sub-Servicing Agreements Between Master Servicer and Sub-Servicers. The Master Servicer may enter into Sub-Servicing Agreements with Sub-Servicers for the servicing and Administration of certain of the Mortgage Loans. In the event that such Sub-Servicing Agreements exist, each Sub-Servicer will represent and warrant that it is duly organized and existing under any applicable laws of the United States or any state and is duly qualified and licensed to do business in each state in which property subject to a Mortgage to be serviced under the related Sub-Servicing Agreement is located. Each Sub-Servicing Agreement will be upon such terms and conditions as are required or permitted by the Program Guide and are not inconsistent with this agreement and as the Master Servicer and the Sub-Servicer have agreed and shall be effective as of the date of conveyance of the mortgage Loans by the Company to the Trustee. A representative form of Sub-Servicing Agreement is attached to this agreement as Exhibit F. The Master Servicer and the Sub-Servicer may enter into amendments to it or different forms of Sub-Servicing agreements and the attached form is merely provided for information and shall not be deemed to limit in any respect

the discretion of the Master Servicer to modify or enter into different Sub-Servicing Agreements; provided, however, that any such amendments or different forms shall be consistent with and not violate the provisions of this Agreement or the Program Guide and provided further that the substance of any such material amendment or material change shall be transmitted promptly to the Trustee.

Section 3.03. Successor Sub-Servicers. The Master Servicer shall be entitled to terminate any Sub-Servicing Agreement that may exist in accordance with the terms and conditions of such Sub-Servicing Agreement and without any limitation by virtue of this agreement; provided, however, that in the event of termination of any Sub-Servicing Agreement by the Master Servicer or the Sub-Servicer, the Master Servicer shall either act as servicer of the related Mortgage Loan or enter into a Sub-Servicing Agreement with a successor Sub-Servicer which will be bound by the terms of the related Sub-Servicing Agreement.

Section 3.04. Liability of the Master Servicer. Notwithstanding any Sub-Servicing Agreement, any of the provisions of this agreement relating to agreements or arrangements between the Master Servicer or a Sub-Servicer or reference to actions taken through Residential Funding or a Sub-Servicer or otherwise, the Master Servicer shall remain obligated and liable to the Trustee and Certificateholders for the servicing and administering of the Mortgage Loans in accordance with the provisions of Section 3.01 without diminution of such obligation or liability by virtue of such Sub-Servicing Agreements or arrangements or by virtue of indemnification from the Sub-Servicer, Residential Funding or the Company and to the same extent and under the same terms and conditions as if the Master Servicer alone were servicing and administering the Mortgage Loans. The Master Servicer shall be entitled to enter into any agreement with Residential Funding, the Company or a Sub-Servicer for indemnification of the Master Servicer and nothing contained in this agreement shall be deemed to limit or modify such indemnification.

Section 3.05. No Contractual Relationship Between Sub-Servicer and Trustee or Certificateholders. Any Sub-Servicing Agreement that may be entered into and any other transactions or services relating to the Mortgage Loans involving a Sub-Servicer in its capacity as such and not as an originator shall be deemed to be between the Sub-Servicer and the Master Servicer alone and the Trustee and Certificateholders shall not be deemed parties to it and shall have no claims, rights, obligations, duties or liabilities with respect to the Sub-Servicer except as set forth in Section 3.06.

Section 3.06. Assumption or Termination of Sub-Servicing Agreement by Trustee. In the event the Master Servicer shall for any reason no longer be the servicer (including by reason of an Event of Default), the Trustee or its designee shall assume all of the rights and obligations of the Master Servicer under each Sub-Servicing Agreement that may have been entered into. The Trustee, its designee or the successor servicer for the Trustee shall be deemed to have assumed all of the Master Servicer's interest in it and to have replaced the Master Servicer as a party to the Sub-Servicing Agreement to the same extent as if the Sub-Servicing Agreement had been assigned to the assuming party except that the Master Servicer shall not be relieved of any liability or obligations under the Sub-Servicing Agreement. The Master Servicer shall, upon request of the Trustee but at the expense of the Master Servicer, deliver to the assuming party all documents and records relating to the Sub-Servicing Agreement and the Mortgage Loans then being serviced and an accounting of amounts collected and held by it and otherwise use its best efforts to effect the orderly and efficient transfer of the Sub-Servicing Agreement to the assuming party.

Section 3.07. Collection of Certain Mortgage Loan Payments; Certificate Account. The Master Servicer shall make reasonable effort to collect all payments called for under the terms and provisions of the Mortgage Loans, and shall, to the extent such procedures shall be consistent with this Agreement and the terms and provisions of the Insurance Policy, the Bankruptcy Bond and any related Primary Insurance Policy, follow such collection procedures as it follows with respect to mortgage loans comparable to the Mortgage Loans and held in its own portfolio. Consistent with the foregoing, the Master Servicer may in its discretion (i) waive any late payment charge or any prepayment charge or penalty interest in connection with the prepayment of a Mortgage Loan and (ii) only upon determining that the coverage of such Mortgage Loan by the Insurance Policy, the Bankruptcy Bond and any related Primary Insurance Policy will not be affected, extend the Due Dates for payments due on a Mortgage Note for a period not greater than 125 days. In the event of any such arrangement, the Master Servicer shall make timely advances on the related Mortgage Loan during the scheduled period in accordance with the amortization schedule of such Mortgage Loan without modification of it by reason of such arrangements.

The Master Servicer shall establish and maintain a separate Certificate Account or Accounts in which the Master Servicer shall deposit on a daily basis, except as otherwise specifically provided in this agreement, the following payments and collections received or made by it subsequent to the Cut-off Date (other than in respect of principal of and interest on the Mortgage Loans due on the Cut-off Date):

(i)

All payments on account of principal, including Principal Prepayments, on the Mortgage Loans;

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(ii)
All payments on account of interest on the Mortgage Loans;

(iii) All Insurance Proceeds and Liquidation Proceeds, other than proceeds to be applied to the restoration or repair of the property subject to the related Mortgage or released to the Mortgagor in accordance with the Master Servicer's normal servicing procedures;

(iv)
All Monthly Advances made by the Master Servicer pursuant to Section 4.03;

(v)
Any amounts required to be deposited by the Master Servicer pursuant to the first paragraph of Section 3.12;

(vi) All proceeds of any Mortgage Loans or property acquired in respect thereof repurchased pursuant to Sections 2.02, 2.03 or 9.01; and

(vii) Any Buydown Funds and Buydown Earnings required to be deposited by the Master Servicer in the Certificate Account pursuant to Section 3.20.

The foregoing requirements for deposit in the Certificate Account shall be exclusive, it being understood and agreed that, without limiting the generality of the foregoing, payments in the nature of prepayment or late payment charges or assumption fees need not be deposited by the Master Servicer in the Certificate Account. In the event the Master Servicer shall deposit in the Certificate Account any amount not required to be deposited in it, the Master Servicer may at any time withdraw such amount from the Certificate Account, any provision in this agreement to the contrary notwithstanding.

The Company may cause the institution maintaining the Certificate Account to invest the funds in the Certificate Account in Permitted Investments, which shall mature not later than the Business Day next preceding the Distribution Date next following the date of such investment (except that if such Permitted Investment is an obligation of the institution that maintains the Certificate Account, then such Permitted Investment shall mature not later than such Distribution Date) and shall not be sold or disposed of prior to its maturity. All such Permitted Investments shall be made in the name of the Trustee (in its capacity as such) or its nominee. All income and gain realized from any such investment shall be for the benefit of the Company and shall be subject to its withdrawal or order from time to time. The amount of any losses incurred in respect of any such investments shall be deposited in the Certificate Account by the Company out of its own funds immediately as realized.

The Master Servicer shall give notice to the Trustee of the location of the Certificate Account, and of any change of it, prior to the use of it.

In those cases where a Sub-Servicer is servicing a Mortgage Loan pursuant to a Sub-Servicing Agreement, the Sub-Servicer will establish and maintain a Sub-Servicing Account. The Sub-Servicer is required to deposit into the Sub-Servicing Account on a daily basis all proceeds of Mortgage Loans received by the Sub-Servicer, less its servicing compensation to the extent permitted by the Sub-Servicing Agreement. On the 20th day of each month the Sub-Servicer shall remit to the Master Servicer for deposit in the Certificate Account all funds held in the Sub-Servicing Account with respect to each Mortgage Loan serviced by such Sub-Servicer. The Sub-Servicer shall also remit on the scheduled date of remittance any monthly installments of principal and interest less its servicing fee on any Mortgage Loan for which payment was not received. This obligation to advance with respect to each Mortgage Loan shall be subject to a maximum of 6 delinquent installments, at which point no additional advances shall be necessary until such time as the Mortgage Loan has been reinstated and thereafter is again in default. Any installments as to which the Sub-Servicer has not made an advance will be subject to the Master Servicer's limited obligation to advance set forth in this agreement.

Section 3.08. Collection of Taxes, Assessments and Similar Items; Servicing Accounts. In addition to the Certificate Account, the Master Servicer and the Sub-Servicers shall establish and maintain one or more Servicing Accounts and shall deposit and retain in them all collections from the Mortgagors for the payment of taxes, assessments, hazard insurance premiums, Primary Insurance Policy premiums, if applicable, or comparable items for the account of the Mortgagors. Servicing Accounts shall be Eligible Accounts. Withdrawals of amounts so collected from the Servicing Accounts may be made only to effect timely payment of taxes, assessments, hazard insurance premiums, Primary

Insurance Policy premiums, if applicable, or comparable items, to reimburse the Master Servicer out of related collections for any payments made pursuant to Sections 3.11 (with respect to the Primary Insurance Policy) and 3.12 (with respect to hazard insurance), to refund to any Mortgagors any sums as may be determined to be overages, to pay interest, if required, to Mortgagors on balances in the Servicing Account or to clear and terminate the Servicing Account at the termination of this Agreement in accordance with Section 9.01. As part of its servicing duties, the Master Servicer or Sub-Servicers shall pay to the Mortgagors interest on funds in this account, to the extent required by law.

Section 3.09. Access to Certain Documentation and Information Regarding the Mortgage Loans. In the event that compliance with this Section 3.09 shall mMake the Certificates legal for investment by federally insured savings and loan associations, the Master Servicer shall provide to the Trustee, the Federal Home Loan Bank Board, the Federal Savings and Loan Insurance Corporation and the Supervisory Agents and examiners of such Board and such Corporation access to the documentation regarding the Mortgage Loans required by applicable regulations of the Federal Home Loan Bank Board, such access being afforded without charge but only upon reasonable request and during normal business hours at the offices of the Master Servicer designated by it. The Master Servicer shall permit such representatives to photocopy any such documentation and shall provide equipment for that purpose at a charge reasonably approximating the cost of such photocopying to the Master Servicer.

Section 3.10. Permitting Withdrawals From the Certificate Account. The Master Servicer may, from time to time, mMake withdrawals from the Certificate Account for the following purposes:

- (i) to mMake payments to Certificateholders in the amounts and in the manner provided for in Section 4.01;
- (ii) to reimburse itself for advances of Master Servicer funds made pursuant to Section 4.03, the Master Servicer's right to reimburse itself pursuant to this subclause (ii) being limited to amounts received on particular Mortgage Loans (including, for this purpose, Insurance Proceeds and Liquidation Proceeds which represent late recoveries of payments of principal and/or interest respecting which any such advance was made);
- (iii) to reimburse itself from Insurance Proceeds and Liquidation Proceeds for amounts expended by it pursuant to Section 3.14 in good faith in connection with the restoration of property damaged by an Uninsured Cause;
- (iv)

to reimburse itself from Insurance Proceeds for Insured Expenses and to pay to itself from Insurance Proceeds any unpaid servicing compensation on the related Mortgage Loan, such payment of servicing compensation being limited to the amount, if any, by which the aggregate of Liquidation Proceeds and Insurance Proceeds received in connection with the liquidation of a defaulted Mortgage Loan is, after the deduction of Insured Expenses and any amounts deducted pursuant to subclause (iii) above, in excess of the Principal Balance of such Mortgage Loan together with accrued and unpaid interest on it at the Pass-Through Rate;

- (v)
- to reimburse itself from Liquidation Proceeds for Liquidation Expenses and, to the extent that Liquidation Proceeds after such reimbursement and any other reimbursement pursuant to subclause (iii) above are in excess of the Principal Balance of the related Mortgage Loan together with accrued and unpaid interest on it at the Pass-Through Rate, to pay, first, to itself out of such excess the amount of any unpaid servicing compensation on the related Mortgage Loan and, second, to the Company the balance of any such excess;

- (vi)
- to pay to itself as servicing compensation that portion of any payment as to interest which, when deducted, will result in the remaining amount of such interest being interest at the Pass-Through Rate on the Principal Balance of such Mortgage Loan;

- (vii) to pay to itself or the Company with respect to each Mortgage Loan or property acquired in respect of it that has been repurchased pursuant to Section 2.02, 2.03, or 9.01 all amounts received on it and not distributed as of the date on which the related Principal Balance is determined;

- (viii) to reimburse itself for any Nonrecoverable Advance or Advances;

- (ix)
- to reimburse itself or the Company for expenses incurred by and reimbursable to it or the Company pursuant to Section 6.03; and

(x)
to clear and terminate the Certificate Account pursuant to Section 9.01.

Since, in connection with withdrawals pursuant to subclauses (ii) through (vii), inclusive, the Master Servicer's entitlement to them is limited to collections or other recoveries on the related Mortgage Loan, the Master Servicer shall keep and maintain separate accounting, on a Mortgage Loan by Mortgage Loan basis, for the purpose of justifying any withdrawal from the Certificate Account pursuant to such subclauses (ii) through (vii), inclusive.

Section 3.11. Maintenance of the Insurance Policy and Primary Insurance Policies; Collections under them. The Master Servicer covenants and agrees to exercise its best reasonable efforts to maintain and keep the Insurance Policy in full force and effect throughout the term of this agreement, unless coverage under it has been exhausted through payment of claims. The Master Servicer as servicer agrees to pay the premiums for the Insurance Policy on a timely basis. In the event that the Insurer shall cease to be a Qualified Insurer because it shall not be qualified to transact a mortgage guaranty insurance business under the laws of the state of its principal place of business or any other state which has jurisdiction over the Insurer in connection with the Insurance Policy or the Insurance Policy is cancelled or terminated for any reason (other than the exhaustion of the total coverage), the Master Servicer shall exercise its best reasonable efforts to obtain from another Qualified Insurer a replacement policy comparable to the Insurance Policy with a total coverage which is equal to the then existing coverage of the Insurance Policy; provided, however, that if the cost of any such replacement policy shall be greater than the cost of the Insurance Policy, the amount of coverage of such replacement policy may be reduced to a level such that the premium rate for it shall not exceed 150% of the premium rate on such Insurance Policy. In the event the Insurer shall cease to be a Qualified Insurer because it is approved as an insurer by neither FHLMC or FNMA, the Master Servicer agrees to review, not less often than monthly, the financial condition of the Insurer with a view towards determining whether recoveries under the Insurance Policy are jeopardized for reasons related to the financial condition of the Insurer. If the Master Servicer determines that recoveries are so jeopardized, it shall exercise its best reasonable efforts to obtain from another Qualified Insurer a replacement insurance policy subject to the cost limitation set forth above.

The Master Servicer shall not tMake, or permit any Sub-Servicer to tMake, any action which would result in non-coverage under any applicable Primary Insurance Policy of any loss which, but for the actions of the Master Servicer or Sub-Servicer, would have been covered under that policy. The Master Servicer shall use its best reasonable efforts to be named a loss payee under each Primary Insurance Policy. The Master Servicer shall use its best reasonable efforts to keep in full force and effect each such Primary Insurance Policy until

(i) the related Mortgage Loan is liquidated in the case of a Mortgage Loan secured by a second or vacation home or property located in the State of California, (ii) the principal balance of the related Mortgage Loan is reduced to 80% or less of the Appraised Value in the case of a Mortgage Loan having a Loan-to-Value Ratio at origination in excess of 80%, and (iii) the principal balance of the related Mortgage Loan is reduced to 60% or less of its Appraised Value in the case of a Mortgage Loan the original principal amount of which exceeded \$250,000 [specify any other requirements]. The Master Servicer shall not cancel or refuse to renew any such Primary Insurance Policy in effect at the date of the initial issuance of the Certificates that is required to be kept in force under this agreement unless the replacement Primary Insurance Policy for such cancelled or non-renewed policy is maintained with an insurer whose claims-paying ability is acceptable to each Rating Agency for mortgage pass-through certificates [having a rating equal to or better than the rating currently assigned to the Certificates by such Rating Agency].

In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims to the Insurer under the Insurance Policy and to the insurer under any Primary Insurance Policies and, in this regard, to tMake such reasonable action as shall be necessary to permit recovery under the Insurance Policy and any Primary Insurance Policies respecting defaulted Mortgage Loans. Pursuant to Section 3.07, any amounts collected by the Master Servicer under the Insurance Policy and any Primary Insurance Policies shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10. In those cases in which a Mortgage Loan is serviced by a Sub-Servicer, the Sub-Servicer, on behalf of itself, the trustee, and the Certificateholders, will present claims to the insurer under the Primary Insurance Policy and all collections under that policy shall be deposited initially in the Sub-Servicing Account.

Section 3.12. Maintenance of Hazard Insurance, the Special Hazard Insurance Policy and Errors and Omissions and Fidelity Coverage. The Master Servicer shall cause to be maintained for each Mortgage Loan fire insurance with extended coverage in an amount which is at least equal to the maximum insurable value of the improvements securing such Mortgage Loan or its principal balance, whichever is less. The Master Servicer shall also maintain on property

acquired upon foreclosure, or deed in lieu of foreclosure, of any Mortgage Loan, fire insurance with extended coverage in an amount which is at least equal to the maximum insurable value of the improvements which are a part of such property. The Master Servicer shall use its best efforts to be named a loss payee under such policies. Pursuant to Section 3.07, any amounts collected by the Master Servicer under any such policies (other than amounts to be applied to the restoration or repair of the property subject to the related Mortgage or property thus acquired or amounts released to the Mortgagor in accordance with the Master Servicer's normal servicing procedures) shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10. Any cost incurred by the Master Servicer in maintaining any such insurance shall not, for the purpose of calculating monthly distributions to Certificateholders, be added to the amount owing under the Mortgage Loan, notwithstanding that the terms of the Mortgage Loan so permit. Such costs shall be recoverable by the Master Servicer out of related late payments by the Mortgagor or out of Insurance Proceeds or Liquidation Proceeds to the extent permitted by Section 3.10. It is understood and agreed that no earthquake or other additional insurance is to be required of any Mortgagor or maintained on property acquired in respect of a Mortgage other than pursuant to such applicable laws and regulations as shall at any time be in force and as shall require such additional insurance. When the Mortgaged Property is located at the time of origination of the Mortgage Loan in a federally designated special flood hazard area, the Master Servicer shall cause flood insurance (to the extent available) to be maintained. In the event that the Master Servicer shall obtain and maintain a blanket policy insuring against hazard losses on all of the Mortgage Loans, it shall conclusively be deemed to have satisfied its obligations as set forth in the first sentence of this Section 3.12, it being understood and agreed that such policy may contain a deductible clause, in which case the Master Servicer shall, in the event that there shall not have been maintained on the related Mortgaged Property a policy complying with the first sentence of this Section 3.12, and there shall have been a loss which would have been covered by such policy, deposit in the Certificate Account the amount not otherwise payable under the blanket policy because of such deductible clause. In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims under any such blanket policy.

As long as the Insurance Policy is in effect, the Master Servicer covenants and agrees to exercise its best reasonable efforts to maintain and keep the Special Hazard Insurance Policy in full force and effect unless coverage under that policy has been exhausted through payment of claims. The Master Servicer as servicer agrees to pay the premium for the Special Hazard Insurance Policy on a timely basis. In the event that the Special Hazard Insurance Policy shall be cancelled or terminated for any reason (other than the exhaustion of total policy coverage), the Master Servicer shall exercise its best reasonable efforts to obtain from another insurer a replacement policy comparable to the Special Hazard Insurance Policy with a total coverage which is equal to the then existing coverage of the Special Hazard Insurance Policy; provided, however, that if the cost of any replacement policy shall be greater than the cost of the Special Hazard Insurance Policy, the amount of coverage of such replacement policy may be reduced to a level such that the cost of such replacement policy shall not exceed the cost of the Special Hazard Insurance Policy. In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims to the Special Hazard Insurers under the Special Hazard Insurance Policy and, in this regard, to take such reasonable action as shall be necessary to permit recovery under the Special Hazard Insurance Policy respecting defaulted Mortgage Loans. Pursuant to Section 3.07, any amounts collected by the Master Servicer under the Special Hazard Insurance Policy which are in the nature of Insurance Proceeds shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10. Any other amounts collected by the Master Servicer under the Special Hazard Insurance Policy shall be applied by it towards the restoration of the related property to a condition requisite to the presentation of claims on the related Mortgage Loan to the Insurer under the Insurance Policy.

The Master Servicer shall obtain and maintain at its own expense and keep in full force and effect throughout the term of this Agreement a blanket fidelity bond and an errors and omissions insurance policy covering the Master Servicer's officers and employees and other persons acting on behalf of the Master Servicer in connection with its activities under this Agreement. The amount of coverage shall be at least equal to the coverage that would be required by FNMA or FHLMC, whichever is greater, with respect to the Master Servicer if the Master Servicer were servicing and administering the Mortgage Loans for FNMA or FHLMC in addition to other mortgage loans being serviced and administered by the Master Servicer. In the event that any such bond or policy ceases to be in effect, the Master Servicer shall obtain a comparable replacement bond or policy from an issuer or insurer, as the case may be, meeting the requirements, if any, of the Program Guide and acceptable to the Company.

Section 3.13. Enforcement of Due-On-Sale Clauses; Assumption Agreements.

(a). When any property subject to a Mortgage is conveyed by the Mortgagor, the Master Servicer shall enforce any

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due on sale clause contained in any Mortgage Note or Mortgage, to the extent permitted under applicable law and governmental regulations, but only to the extent that such enforcement will not adversely affect or jeopardize coverage under any Required Insurance Policy. Notwithstanding the foregoing, (i) the Master Servicer shall not be deemed to be in default under this Section 3.13(a) by reason of any transfer or assumption which the Master Servicer is restricted by law from preventing and (ii) if the Master Servicer determines that it is reasonably likely that any Mortgagor will bring, or if any Mortgagor does bring, legal action to declare invalid or otherwise avoid enforcement of a due on sale clause contained in any Mortgage Note or Mortgage, the Master Servicer shall not be required to contest such action. (b). Subject to the Master Servicer's duty to enforce any due on sale clause to the extent set forth in Section 3.13(a), in any case in which a Mortgaged Property is to be conveyed to a Person by a Mortgagor, and such Person is to enter into an assumption agreement or modification agreement or supplement to the Mortgage Note or Mortgage which requires the signature of the Trustee, or if an instrument of release signed by the Trustee is required releasing the Mortgagor from liability on the Mortgage Loan, the Master Servicer shall deliver or cause to be delivered to the Trustee for signature the assumption agreement with the Person to whom the Mortgaged Property is to be conveyed and such modification agreement or supplement to the Mortgage Note or Mortgage or other instruments as are reasonable or necessary to carry out the terms of the Mortgage Note or Mortgage or otherwise to comply with any applicable laws regarding assumptions or the transfer of the Mortgaged Property to such Person. The Master Servicer shall also deliver or cause to be delivered to the Trustee with the foregoing documents a letter explaining the nature of such documents and the reason or reasons why the Trustee's signature is required. With such letter the Master Servicer shall deliver to the Trustee a certificate of a Servicing Officer certifying that: (i) a Servicing Officer has examined and approved such documents as to form and substance, (ii) the Trustee's execution and delivery of the documents will not conflict with or violate any terms of this agreement or cause the unpaid balance and interest on the Mortgage Loan to be uncollectible in whole or in part, (iii) any required consents of insurers under any Required Insurance Policies have been obtained and (iv) subsequent to the closing of the transaction involving the assumption or transfer (A) the Mortgage Loan will continue to be secured by a first mortgage lien pursuant to the terms of the Mortgage, (B) such transaction will not adversely affect the coverage under any Required Insurance Policies, (C) the Mortgage Loan will fully amortize over its remaining term, (D) the interest rate on the Mortgage Loan will not be altered nor will the term of the Mortgage Loan be increased and (E) if the seller/transferor of the Mortgaged Property is to be released from liability on the Mortgage Loan, such release will not (based on the Master Servicer's good faith determination) adversely affect the collectibility of the Mortgage Loan. Upon receipt of such certificate, the Trustee shall execute any necessary instruments for such assumption or substitution of liability. Upon the closing of the transactions contemplated by such documents, the Master Servicer shall cause the originals of the assumption agreement, the release (if any), or the modification or supplement to the Mortgage Note or Mortgage to be delivered to the Trustee and deposited with the Mortgage File for such Mortgage Loan. Any fee collected by the Master Servicer for entering into an assumption or substitution of liability agreement will be retained by the Master Servicer as additional servicing compensation.

Section 3.14. Realization Upon Defaulted Mortgage Loans. The Master Servicer shall foreclose upon or otherwise comparably convert the ownership of properties securing such of the Mortgage Loans as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments pursuant to Section 3.07. In connection with such foreclosure or other conversion, the Master Servicer shall, consistent with Section 3.11, follow such practices and procedures as it shall deem necessary or advisable, as shall be normal and usual in its general mortgage servicing activities and as shall be required or permitted by the Program Guide. The foregoing is subject to the proviso that the Master Servicer shall not be required to expend its own funds in connection with any foreclosure or towards the restoration of any property unless it shall determine (i) that such restoration and/or foreclosure will increase the proceeds of liquidation of the Mortgage Loan to Certificateholders after reimbursement to itself for such expenses and (ii) that such expenses will be recoverable to it either through Liquidation Proceeds (respecting which it shall have priority for purposes of withdrawals from the Certificate Account pursuant to Section 3.10) or through Insurance Proceeds (respecting which it shall have similar priority).

Section 3.15. Trustee to Cooperate; Release of Mortgage Files.

(a). Upon the payment in full of any Mortgage Loan, or the receipt by the Master Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Master Servicer will immediately notify the Trustee (if it holds the related Mortgage File) by a certification (which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment which are required to be deposited in the Certificate Account pursuant to Section 3.07 have been or will be so deposited) of a Servicing Officer and shall request delivery to it of the Mortgage File. Upon receipt of such certification and request, the Trustee shall

promptly release the related Mortgage File to the Master Servicer and execute and deliver to the Master Servicer the request for reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of the Mortgage, together with the Mortgage Note with written evidence of cancellation on it. No expenses incurred in connection with any instrument of satisfaction or deed of reconveyance shall be chargeable to the Certificate Account.

(b). From time to time as is appropriate for the servicing or foreclosure of any Mortgage Loan, the Master Servicer shall deliver to the Trustee a certificate of a Servicing Officer requesting that possession of all, or any document constituting part of, the Mortgage File to be released to the Master Servicer and certifying as to the reason for such release and that such release will not invalidate any insurance coverage provided in respect of the Mortgage Loan under any of the Required Insurance Policies. With such certificate, the Master Servicer shall deliver to the Trustee a Trust Receipt signed by a Servicing Officer on behalf of the Master Servicer in substantially the form attached as Exhibit H to this agreement, and upon receipt of the foregoing, the Trustee shall deliver the Mortgage File to the Master Servicer. The Master Servicer shall cause each Mortgage File or any document in it so released to be returned to the Trustee when the need for it by the Master Servicer no longer exists, unless (i) the Mortgage Loan has been liquidated and the Liquidation Proceeds relating to the Mortgage Loan have been deposited in the Certificate Account or (ii) the Mortgage File or such document has been delivered to an attorney, or to a public trustee or other public official as required by law, for purposes of initiating or pursuing legal action or other proceedings for the foreclosure of the Mortgaged Property either judicially or non-judicially, and the Master Servicer has delivered to the Trustee a certificate of a Servicing Officer certifying as to the name and address of the Person to which such Mortgage File or such document was delivered and the purpose or purposes of such delivery. In the event of the liquidation of a Mortgage Loan, the Trustee shall deliver the Trust Receipt with respect to it to the Master Servicer upon deposit of the related Liquidation Proceeds in the Certificate Account.

(c). The Trustee shall execute and deliver to the Master Servicer any court pleadings, requests for trustee's sale or other documents necessary to the foreclosure or trustee's sale in respect of a Mortgaged Property or to any legal action brought to obtain judgment against any Mortgagor on the Mortgage Note or Mortgage or to obtain a deficiency judgment, or to enforce any other remedies or rights provided by the Mortgage Note or Mortgage or otherwise available at law or in equity. Together with such documents or pleadings, the Master Servicer shall deliver to the Trustee a certificate of a Servicing Officer requesting that such pleadings or documents be executed by the Trustee and certifying as to the reason such documents or pleadings are required and that the execution and delivery of them by the Trustee will not invalidate any insurance coverage under the Required Insurance Policies or invalidate or otherwise affect the lien of the Mortgage, except for the termination of such a lien upon completion of the foreclosure or trustee's sale.

Section 3.16. Servicing Compensation. As compensation for its activities under this agreement, the Master Servicer shall be entitled to withdraw from the Certificate Account the amounts provided for by Section 3.10(vi). In addition, the Master Servicer shall be entitled to servicing compensation out of Insurance Proceeds or Liquidation Proceeds to the extent permitted by Section 3.10. Additional servicing compensation in the form of prepayment charges, assumption fees, late payment charges or otherwise shall be retained by the Master Servicer to the extent not required to be deposited in the Certificate Account pursuant to Section 3.07. The Master Servicer shall be required to pay all expenses incurred by it in connection with its servicing activities under this agreement (including payment of premiums for Primary Insurance Policies, if any, to the extent such premiums are not paid by the related Mortgagors, payment of the premiums for the Insurance Policy, payment of the premiums for the Bankruptcy Bond, maintenance of the insurance required by Section 3.12 and compensation of Sub-Servicers) and shall not be entitled to reimbursement for them except as specifically provided in Sections 3.10 and

3.14.

Section 3.17. Reports to the Trustee and the Company; Certificate Account Statements. Not later than fifteen days after each Distribution Date, the Master Servicer shall forward to the Trustee and the Company a statement, certified by a Servicing Officer, setting forth the status of the Certificate Account as of the close of business on such Distribution Date and showing, for the period covered by such statement, the aggregate of deposits in or withdrawals from the Certificate Account for each category of deposit specified in Section

3.07 and each category of withdrawal specified in Section 3.10.

Section 3.18. Annual Statement as to Compliance. The Master Servicer will deliver to the Trustee on or before _____ of each year, beginning with the first _____ that occurs at least months after the Cut-off Date, an Officers' Certificate stating, as to each signer of it, that (i) a review of the activities of the Master Servicer during the preceding calendar year and of performance under this Agreement has been made under such officer's supervision, (ii)

to the best of such officer's knowledge, based on such review, the Master Servicer has fulfilled all its obligations under this Agreement throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status of it, (iii) a Servicing Officer has conducted an examination of the activities of each Sub-Servicer during the immediately preceding year and its performance under its Sub-Servicing Agreement, (iv) a Servicing Officer has examined each Sub-Servicer fidelity bond and Sub-Servicer errors and omissions insurance policy and that each such bond and policy are in effect and conform to the requirements of the Sub-Servicer's Sub-Servicing Agreement and (v) to the best of such Servicing Officer's knowledge, based on such examination, each Sub-Servicer has performed and fulfilled its duties, responsibilities and obligations under its Sub-Servicing Agreement in all material respects throughout such year, or if there has been a default in the performance or fulfillment of any such duties, responsibilities or obligations, specifying each such default known to such Servicing Officer and the nature and status of it.

Section 3.19. Annual Independent Public Accountants' Servicing Report. On or before _____ of each year, beginning with the first _____ that occurs at least _____ months after the Cut-off Date, the Master Servicer at its expense shall cause a firm of independent public accountants which is a member of the American Institute of Certified Public Accountants to furnish a statement to the Trustee to the effect that such firm has examined certain documents and records relating to the servicing of the mortgage loans under pooling and servicing agreements substantially similar one to another (such statement to have attached to it a schedule setting forth the pooling and servicing agreements covered by it, including this agreement) and that, on the basis of such examination conducted substantially in compliance with the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC, such servicing has been conducted in compliance with such pooling and servicing agreements except for such significant exceptions or errors in records that, in the opinion of such firm, the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC requires it to report. In rendering such statement, such firm may rely, as to matters relating to direct servicing of mortgage loans by Sub-Servicers, upon comparable statements for examinations conducted substantially in compliance with the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC (rendered within one year of such statement) of independent public accountants with respect to the related Sub-Servicer. For purposes of such statement, such firm may conclusively assume that all pooling and servicing agreements among the Company, the Master Servicer and the Trustee relating to Conduit Mortgage Pass-Through Certificates evidencing an interest in first mortgage loans are substantially similar one to another except for any such pooling and servicing agreement which, by its terms, specifically states otherwise.

Section 3.20. Application of Buydown Funds. With respect to each Buydown Mortgage Loan, the Master Servicer has deposited Buydown Funds in an interest-bearing custodial account (the "Buydown Account"), which shall be an Eligible Account. In the case of a Buydown Mortgage Loan in respect of which the buydown plan requires that only the Buydown Funds (and not any earnings thereon) be applied to payments of interest on such Buydown Mortgage Loan, such Buydown Funds shall be equal to an aggregate amount of payments that, when added, as required by such buydown plan, to the amount required to be paid by the related mortgagor on each Due Date in accordance with such buydown plan, is equal to the full monthly payment due on such Due Date. In the case of a Buydown Mortgage Loan in respect of which the amount of the Buydown Funds is determined through a discounting process set forth in the related buydown plan, such Buydown Funds shall be equal to an aggregate amount of payments that, together with Buydown Earnings on them computed at the rate of 6% per annum [compounded monthly], when added, as required by such buydown plan, to the amount required to be paid by the related Mortgagor on each Due Date in accordance with such buydown plan, is equal to the full monthly payment due on such Due Date. The Master Servicer will withdraw from the Buydown Account and deposit in the Certificate Account on or before each Distribution Date the amount, if any, of the Buydown Funds and Buydown Earnings on them, if any, for each Buydown Mortgage Loan that, when added to the amount due on such date from the Mortgagor on such Buydown Mortgage Loan, equals the full monthly payment due on such Buydown Mortgage Loan.

If the Mortgagor on a Buydown Mortgage Loan prepays such loan in its entirety during the period (the "Buydown Period") when Buydown Funds are required to be applied to such Buydown Mortgage Loan, the Master Servicer shall withdraw from the Buydown Account and deposit in the Certificate Account the Buydown Funds for such Buydown Mortgage Loan remaining in the Buydown Account. The Buydown Earnings, if any, in respect of such Buydown Mortgage Loan remaining in such Buydown Account shall be withdrawn and disbursed to the Company. The amount of Buydown Funds deposited in the Certificate Account pursuant to the preceding sentence will reduce the amount required to be paid by the Mortgagor to fully prepay the related Mortgage Loan. If the Mortgagor on a Buydown Mortgage Loan defaults on such loan during the Buydown Period and the property securing such Buydown Mortgage

Loan is sold in the liquidation of it (either by the Master Servicer, the Insurer or the insurer under any related Primary Insurance Policy), the Master Servicer shall withdraw from the Buydown Account and deposit in the Certificate Account or pay to (i) the Insurer if the Mortgaged Property has been transferred to the Insurer pursuant to the Insurance Policy and 100% of the related claim under the Insurance Policy is paid or (ii) the insurer under any related Primary Insurance Policy if the Mortgaged Property is transferred to such insurer and such insurer pays all of the loss incurred in respect of such default, the Buydown Funds for such Buydown Mortgage Loan still held in the Buydown Account. Any amount deposited in the Certificate Account pursuant to the preceding sentence will reduce the amount owed on the Mortgage Loan. Any Buydown Earnings in respect of such Buydown Funds shall be disbursed to the Company.

Section 3.21. Maintenance of the Bankruptcy Bond; Collections under it. The Master Servicer covenants and agrees to exercise its best reasonable efforts to maintain and keep the Bankruptcy Bond in full force and effect throughout the term of this Agreement unless coverage has been exhausted through payment of claims. The Master Servicer as servicer agrees to pay the premiums for the Bankruptcy Bond on a timely basis. Coverage under the Bankruptcy Bond may be cancelled or reduced by the Master Servicer to the extent permitted by each Rating Agency, provided the then current rating on the Certificates by each Rating Agency is maintained.

In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims to the issuer of the Bankruptcy Bond and, in this regard, to make such reasonable action as shall be necessary to permit recovery under the Bankruptcy Bond. Pursuant to Section 3.07, any amounts collected by the Master Servicer under the Bankruptcy Bond shall be deposited in the Certificate Account, subject to withdrawal pursuant to Section 3.10.

Section 3.22. Rights of the Company In Respect of the Master Servicer. The Master Servicer shall afford the Company, upon reasonable notice, during normal business hours access to all records maintained by the Master Servicer in respect of its rights and obligations and under this agreement and access to officers of the Master Servicer responsible for such obligations. Upon request, the Master Servicer shall furnish the Company with its most recent financial statements and such other information as the Master Servicer possesses regarding its business, affairs, property and condition, financial or otherwise. The Company may, but is not obligated to, enforce the obligations of the Master Servicer under this agreement and may, but is not obligated to, perform, or cause a designee to perform, any defaulted obligation of the Master Servicer under this agreement or exercise the rights of the Master Servicer under this agreement; provided that the Master Servicer shall not be relieved of any of its obligations under this agreement by virtue of such performance by the Company or its designee. The Company shall not have any responsibility or liability for any action or failure to act by the Master and is not obligated to supervise the performance of the Master Servicer under this agreement or otherwise.

ARTICLE IV.

Payments to Certificateholders

Section 4.01. Distributions. On each Distribution Date the Master Servicer shall distribute to each Certificateholder of record on the next preceding Record Date (other than as provided in Section 9.01 respecting the final distribution) either by wire transfer in immediately available funds to the account of such Certificateholder at a bank or other entity having appropriate facilities for such transfers, if such Certificateholder has so notified the Master Servicer, or, if such Certificateholder has not so notified the Master Servicer, by check mailed to such Certificateholder at the address of such holder appearing in the Certificate Register such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest represented by Certificates held by such holder) of all amounts deposited in the Certificate Account which represent payments of the nature required to be distributed on such Distribution Date pursuant to the form of Certificate hereinbefore set forth and all amounts, if any, which the Master Servicer may become obligated to distribute pursuant to Section 4.03 in respect of such Distribution Date.

Section 4.02. Statements to Certificateholders. Concurrently with each distribution charged to the Certificate Account the Master Servicer shall forward by mail to each Certificateholder and the Company a statement setting forth:

(i) the amount of such distribution allocable to principal, separately identifying the aggregate amount of any Principal Prepayments included in it;

(ii) the amount of such distribution allocable to interest;

(iii) the amount of related servicing compensation received by the Master Servicer and such other customary information as the Master Servicer deems necessary or desirable to enable Certificateholders to prepare their tax returns;

(iv)

the aggregate Principal Balance of the Mortgage Loans at the close of business on such Distribution Date;

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(v)

the number and aggregate principal balances of Mortgage Loans delinquent (a) one month and (b) two or more months;

(vi) the book value (within the meaning of 12 CFR §571.13 or comparable provision) of any real estate acquired through foreclosure or grant of a deed in lieu of foreclosure;

(vii) the amount of coverage under the Insurance Policy as of the close of business on the applicable Determination Date;

(viii) the amount of coverage under the Special Hazard Insurance Policy as of the close of business on the applicable Determination Date;

(ix) the amount of coverage under the Bankruptcy Bond as of the close of business on the applicable Determination Date; and

[(x) the weighted average Pass-Through Rate.]

In the case of information furnished pursuant to subclauses (i)–(iii) above, the amounts shall be expressed as a dollar amount per Single Certificate.

Within a reasonable period of time after the end of each calendar year, the Master Servicer shall furnish to each person who at any time during the calendar year was a Certificateholder a statement containing the information set forth in subclauses (i)–(iii) above aggregated for such calendar year or applicable portion of it during which such person was a Certificateholder. Such obligation of the Master Servicer shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided by the Master Servicer pursuant to any requirements of the Internal Revenue Code as from time to time in force.

Section 4.03. Distribution of Reports to the Trustee and the Company; Advances by the Master Servicer. Prior to the close of business on each Determination Date the Master Servicer shall furnish a statement to the Trustee and the Company (the information in such statement to be made available to Certificateholders by the Master Servicer on request) setting forth the amount to be distributed on the next succeeding Distribution Date per Single Certificate on account of (a) principal and (b) interest. On or before each Distribution Date, the Master Servicer shall either (i) deposit in the Certificate Account an amount equal to the Monthly Advance, if any, or (ii) cause to be made an appropriate entry in the records of the Certificate Account that funds in such account being held for future distribution or withdrawal have been, as permitted by this Section 4.03, used by the Master Servicer in discharge of any such Monthly Advance or (iii) make advances in the form of any combination of (i) and (ii) aggregating the amount of such Monthly Advance. Any funds being held for future distribution to Certificateholders and so used shall be replaced by the Master Servicer by deposit in the Certificate Account on or before any future Distribution Date to the extent that funds in the Certificate Account on such Distribution Date shall be less than payments to Certificateholders required to be made on such date. Any advance made by a Sub-Servicer as described in Section 3.07 that has been deposited in the Certificate Account on or before such Distribution Date shall be deemed to be part of the Monthly Advance made by the Master Servicer pursuant to this Section 4.03.

Section 4.04. Reports of Foreclosures and Abandonment of Mortgaged Property. Each year beginning in 198— the Trustee shall make the reports of foreclosures and abandonments of any Mortgaged Property required by Section 6050J of the Internal Revenue Code of 1954, as amended. In order to facilitate this reporting process, the Master Servicer, on or before January 15th of each year, shall provide to the Trustee reports relating to each instance occurring during the previous calendar year in which the Master Servicer (i) on behalf of the Trustee acquires an interest in a Mortgaged Property through foreclosure or other comparable conversion in full or partial satisfaction of a Mortgage Loan, or (ii) knows or has reason to know that a Mortgaged Property has been abandoned. The reports from the Master Servicer shall be in form and substance sufficient to enable the Trustee to meet the reporting requirements imposed by Section 6050J.

ARTICLE V.

The Certificates

Section 5.01. The Certificates. The Certificates shall be substantially in the form set forth in Article I and shall, on original issue, be executed and delivered by the Company to the Certificate Registrar for authentication and redelivery to or upon the order of the Company upon receipt by the Trustee or one or more Custodians of the documents specified in Section 2.01. The Certificates shall be issued in denominations representing Fractional Undivided Interests equal to

that of a Single Certificate or integral multiples of it and shall be executed by manual or facsimile signature on behalf of the Company by its Chairman of the Board, its President or one of its Vice Presidents or Assistant Vice Presidents under its seal imprinted on the Certificate and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries. Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Certificate or did not hold such offices at the date of such Certificates. No Certificate shall be entitled to any benefit under this Agreement, or be valid for any purpose, unless there appears on such Certificate a certificate of authentication substantially in the form provided for herein executed by the Certificate Registrar by manual signature, and such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly authenticated and delivered under this agreement. All Certificates shall be dated the date of their authentication.

Section 5.02. Registration of Transfer and Exchange of Certificates. The Company shall cause to be kept at one of the offices or agencies to be appointed by the Company in accordance with the provisions of Section 6.05 a Certificate Register in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Certificates and of transfers and exchanges of Certificates as provided in this agreement. _____ is initially appointed Certificate Registrar for the purpose of registering Certificates and transfers and exchanges of Certificates as provided in this agreement.

Upon surrender for registration of transfer of any Certificate at any office or agency of the Company maintained for such purpose pursuant to Section 6.05, the Company shall execute and the Certificate Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like aggregate Fractional Undivided Interest.

At the option of the Certificateholders, Certificates may be exchanged for other Certificates of authorized denominations of a like aggregate Fractional Undivided Interest, upon surrender of the Certificates to be exchanged at any such office or agency. Whenever any Certificates are so surrendered for exchange the Company shall execute and the Certificate Registrar shall authenticate and deliver the Certificates which the Certificateholder making the exchange is entitled to receive. Every Certificate presented or surrendered for transfer or exchange shall (if so required by the Company or the Certificate Registrar) be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Certificate Registrar duly executed by, the holder of it or his attorney duly authorized in writing.

No service charge shall be made for any transfer or exchange of Certificates, but the Company may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

All Certificates surrendered for transfer and exchange shall be destroyed by the Certificate Registrar.

Section 5.03. Mutilated, Destroyed, Lost or Stolen Certificates. If (i) any mutilated Certificate is surrendered to the Certificate Registrar, or the Company and the Certificate Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Certificate, and (ii) there is delivered to the Company and the Certificate Registrar such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Company or the Certificate Registrar that such Certificate has been acquired by a bona fide purchaser, the Company shall execute and the Certificate Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like tenor and Fractional Undivided Interest. Upon the issuance of any new Certificate under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to it and any other expenses (including the fees and expenses of the Certificate Registrar) connected with it. Any duplicate Certificate issued pursuant to this Section shall constitute complete and indefeasible evidence of ownership in the Trust Fund, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

Section 5.04. Persons Deemed Owners. Prior to due presentation of a Certificate for registration of transfer, the Company, the Master Servicer, the Trustee, the Certificate Registrar and any the agent of the Company, the Master Servicer, the Trustee or the Certificate Registrar may treat the Person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving distributions pursuant to Section 4.01 and for all other purposes whatsoever, and neither the Company, the Master Servicer, the Trustee, the Certificate Registrar nor any agent of the Company, the Master Servicer, the Trustee or the Certificate Registrar shall be affected by notice to the contrary.

ARTICLE VI.

The Company and the Master Servicer

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Section 6.01. Respective Liabilities of the Company and the Master Servicer. The Company and the Master Servicer shall each be liable in accordance with this agreement only to the extent of the obligations specifically and respectively imposed upon and undertaken by the Company and the Master Servicer in this agreement. By way of illustration and not limitation, the Company is not liable for the servicing and administration of the Mortgage Loans, nor is it obligated by Section 7.01 to assume any obligations of the Master Servicer or to appoint a designee to assume such obligations, nor is it liable for any other obligation under this agreement that it may, but is not obligated to, assume unless it elects to assume such obligation in accordance with this agreement.

Section 6.02. Merger or Consolidation of the Company and the Master Servicer. The Company and, subject to Section 2.03(a)(ii), the Master Servicer will each keep in full effect its existence, rights and franchises as a corporation under the laws of the state of its incorporation, and will each obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, the Certificates or any of the Mortgage Loans and to perform its respective duties under this Agreement.

Any Person into which the Company or the Master Servicer may be merged or consolidated, or any corporation resulting from any merger or consolidation to which the Company or the Master Servicer shall be a party, or any Person succeeding to the business of the Company or the Master Servicer, shall be the successor of the Company or the Master Servicer, as the case may be, under this agreement, without the execution or filing of any paper or any further act on the part of any of the parties to this agreement, anything in this agreement to the contrary notwithstanding; provided, however, that the successor or surviving Person to the Master Servicer shall be qualified to sell mortgage loans to, and service mortgage loans on behalf of, FNMA.

Section 6.03. Limitation on Liability of the Company, the Master Servicer and Others. Neither the Company, the Master Servicer nor any of the directors, officers, employees or agents of the Company or the Master Servicer shall be under any liability to the Trust Fund or the Certificateholders for any action taken or for refraining from the taking of any action in good faith pursuant to this agreement, or for errors in judgment; provided, however, that this provision shall not protect the Company, the Master Servicer or any such person against any breach of warranties or representations made in this agreement or any liability which would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in the performance of duties or by reason of reckless disregard of obligations and duties under this agreement. The Company, the Master Servicer and any director, officer, employee or agent of the Company or the Master Servicer may rely in good faith on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising under this agreement. The Company, the Master Servicer and any director, officer, employee or agent of the Company or the Master Servicer shall be indemnified by the Trust Fund and held harmless against any loss, liability or expense incurred in connection with any legal action relating to this agreement or the Certificates, other than any loss, liability or expense related to any specific Mortgage Loan or Mortgage Loans (except as any such loss, liability or expense shall be otherwise reimbursable pursuant to this agreement) and any loss, liability or expense incurred by reason of willful misfeasance, bad faith or gross negligence in the performance of duties under this agreement or by reason of reckless disregard of obligations and duties under this agreement. Neither the Company nor the Master Servicer shall be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its respective duties under this agreement and which in its opinion may involve it in any expense or liability; provided, however, that the Company or the Master Servicer may in its discretion undertake any such action which it may deem necessary or desirable in respect to this agreement and the rights and duties of the parties to this agreement and the interests of the Certificateholders under this agreement. In such event, the legal expenses and costs of such action and any liability resulting from it shall be expenses, costs and liabilities of the Trust Fund and the Company and the Master Servicer shall be entitled to be reimbursed for them out of the Certificate Account as provided by Section 3.10.

Section 6.04. Company and Master Servicer Not to Resign. Neither the Company nor the Master Servicer shall resign from its respective obligations and duties imposed by this agreement on it except upon determination that its duties under this agreement are no longer permissible under applicable law. Any such determination permitting the resignation of the Company or the Master Servicer shall be evidenced by an Opinion of Counsel to such effect delivered to the Trustee. No such resignation by the Master Servicer shall become effective until the Trustee or a successor servicer shall have assumed the Master Servicer's responsibilities and obligations in accordance with Section 7.02 of this agreement.

Section 6.05. Appointment of Office or Agency. The Company will appoint at its expense an office or agency in the city of _____ where Certificates may be surrendered for registration of transfer or exchange. The Company initially designates the corporate trust office of _____ for the purpose of keeping the Certificate Register. The

Company will maintain an office at the address stated in Section 10.05(a) of this agreement where notices and demands to or upon the Company in respect of the Certificates and this agreement may be served. The Company will give prompt written notice to the Trustee of any change in the location of the Certificate Register or any such office or agency. If at any time the Company shall fail to furnish the Trustee with the address of such office, such surrenders may be made at the address of the Company stated in Section 10.05(a) of this agreement.

ARTICLE VII.

Default

Section 7.01. Events of Default. "Event of Default", wherever used in this agreement, means any one of the following events (whatever reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i)

the Master Servicer shall fail to distribute to Certificateholders any payment required to be made under the terms of the Certificates and this agreement and such failure shall continue unremedied for a period of 5 days after the date upon which written notice of such failure, requiring such failure to be remedied, shall have been given to the Master Servicer by the Trustee or the Company or to the Master Servicer, the Company and the Trustee by the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund; or

(ii)

the Master Servicer shall fail to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer in the Certificates or contained in this agreement and such failure such continue unremedied for a period of 15 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Company, or to the Master Servicer, the Company and the Trustee by the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund; or

(iii) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises in an involuntary case under any present or future federal or state bankruptcy, insolvency or similar law or appointing a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Master Servicer or the Parent and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or

(iv) the Master Servicer or the Parent shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Master Servicer or the Parent or of relating to all or substantially all of the property of the Master Servicer or the Parent; or

(v) the Master Servicer or Parent shall admit in writing its inability to pay its debts generally as they become due, file a petition to tMake advantage of, or commence a voluntary case under, any applicable insolvency or reorganization statute, mMake an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations. If an Event of Default shall occur, then, and in each and every such case, so long as such Event of Default shall not have been remedied, either the Company or the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 51% of the Trust Fund, by notice in writing to the Master Servicer (and to the Trustee and the Company if given by the Certificateholders) may terminate all of the rights and obligations of the Master Servicer under this agreement and in and to the Mortgage Loans and the proceeds of them. On or after the receipt by the Master Servicer of such written notice, all authority and power of the Master Servicer under this agreement, whether with respect to the Certificates or the Mortgage Loans or otherwise, shall pass to and be vested in the Trustee or, if the Company so notifies the Trustee and the Master Servicer, to the Company or its designee pursuant to and under this Section; and, without limitation, the Trustee, the Company and any such designee of the Company is by this agreement authorized and empowered to execute and deliver, on behalf of the Master Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement or assignment of the Mortgage Loans and related documents, or otherwise. The Master Servicer agrees to cooperate with the Trustee, the Company and any such designee of the Company in effecting the termination of the Master Servicer's

responsibilities and rights hereunder, including, without limitation, the transfer to the Trustee or the Company or its designee, as the case may be, for administration by it of all cash amounts which shall at the time be credited to the Certificate Account or may later be received with respect to the Mortgage Loans.

Section 7.02. Trustee or Company to Act; Appointment of Successor. On and after the time the Master Servicer receives a notice of termination pursuant to Section 7.01, the Trustee or the Company or its designee, as the case may be, shall be the successor in all respects to the Master Servicer in its capacity as servicer under this agreement and the transactions set forth or provided for in this agreement and shall be subject to all the responsibilities, duties and liabilities relating to them placed on the Master Servicer by the terms and provisions of this agreement (except that if the Trustee is prohibited by law from obligating itself to mMake advances regarding delinquent Mortgage Loans, then the Trustee shall not be obligated to mMake Monthly Advances pursuant to Section 4.03). As compensation for this, the Trustee or the Company or its designee, as the case may be, shall be entitled to all funds relating to the Mortgage Loans which the Master Servicer would have been entitled to charge to the Certificate Account if the Master Servicer had continued to act under this agreement. If the Trustee has become the successor to the Master Servicer in accordance with Section 7.01, then notwithstanding the above, the Trustee may, if it shall be unwilling to so act, or shall, if it is unable to so act (exclusive of the obligations set forth in Section 4.03), appoint, or petition a court of competent jurisdiction to appoint, any established housing and home finance institution having a net worth of not less than \$10,000,000 as the successor to the Master Servicer under this agreement in the assumption of all or any part of the responsibilities, duties or liabilities of the Master Servicer under this agreement. Pending appointment of a successor to the Master Servicer under this agreement, the Trustee, unless the Company has notified it pursuant to Section 7.01 that the Company or its designee will become the successor to the Master Servicer, shall act in such capacity as provided above. In connection with such appointment and assumption, the Trustee may mMake such arrangements for the compensation of such successor out of payments on Mortgage Loans as it and such successor shall agree; provided, however, that no such compensation shall be in excess of that permitted the Master Servicer under this agreement. The Company, the Trustee, any Custodian and such successor shall tMake such action, consistent with this agreement, as shall be necessary to effectuate any such succession.

Section 7.03. Notification to Certificateholders.

(a). Upon any such termination or appointment of a successor to the Master Servicer, the Trustee shall give prompt written notice of it to Certificateholders at their respective addresses appearing in the Certificate Register.

(b). Within 60 days after the occurrence of any Event of Default, the Trustee shall transmit by mail to all holders of Certificates notice of each such Event of Default under this agreement known to the Trustee, unless such Event of Default shall have been cured or waived.

ARTICLE VIII.

Concerning the Trustee

Section 8.01. Duties of Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this agreement. In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by this agreement, and use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of such investor's own affairs.

The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee which are specifically required to be furnished pursuant to any provision of this Agreement, shall examine them to determine whether they conform to the requirements of this agreement.

No provision of this agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own misconduct; provided, however, that:

(i)

Prior to the occurrence of an Event of Default, and after the curing of all such Events of Default which may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this agreement, no implied covenants or obligations shall be read into this agreement against the Trustee and, in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed in them, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this agreement;

(ii)

The Trustee shall be personally liable for an error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Trustee shall not be personally liable with respect to any action tMaken, suffered or omitted to be tMaken by it in good faith in accordance with the direction of Certificateholders holding Certificates which evidence Fractional Undivided Interests aggregating not less than 25% of the Trust Fund relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this agreement.

Section 8.02. Certain Matters Affecting the Trustee. Except as otherwise provided in Section 8.01:

(i)

The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Officers' Certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(ii)

The Trustee may consult with counsel and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action tMaken or suffered or omitted by it under this agreement in good faith and in accordance with such Opinion of Counsel;

(iii) The Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this agreement or to institute, conduct or defend any litigation under this agreement or in relation to this agreement at the request, order or direction of any of the Certificateholders, pursuant to the provisions of this agreement, unless such Certificateholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred in or by such litigation; nothing contained in this agreement shall, however, relieve the Trustee of the obligation, upon the occurrence of an Event of Default (which has not been cured), to exercise such of the rights and powers vested in it by this agreement, and to use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of such investor's own affairs;

(iv)

The Trustee shall not be personally liable for any action tMaken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this agreement;

(v)

Prior to the occurrence of an Event of Default under this agreement and after the curing of all Events of Default which may have occurred, the Trustee shall not be bound to mMake any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund; provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this agreement, the Trustee may require reasonable indemnity against such expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Master Servicer or, if paid by the Trustee, shall be repaid by the Master Servicer upon demand; and

(vi)

The Trustee may execute any of the trusts or powers hereunder or perform any duties under this agreement either directly or by or through agents or attorneys.

Section 8.03. Trustee Not Liable for Certificates or Mortgage Loans. The recitals contained in this agreement and in the Certificates (other than the certificate of authentication on the Certificates) shall be tMaken as the statements of the

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Company or the Master Servicer as the case may be, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this agreement or of the Certificates or of any Mortgage Loan or related document. The Trustee shall not be accountable for the use or application by the Company or the Master Servicer of any of the Certificates or of the proceeds of such Certificates, or for the use or application of any funds paid to the Company or the Master Servicer in respect of the Mortgage Loans or deposited in or withdrawn from the Certificate Account by the Company or the Master Servicer.

Section 8.04. Trustee May Own Certificates. The Trustee in its individual or any other capacity may become the owner or pledgee of Certificates with the same rights it would have if it were not Trustee.

Section 8.05. Master Servicer to Pay Trustee's Fees and Expenses. The Master Servicer covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) for all services rendered by it in the execution of the trusts created by this agreement and in the exercise and performance of any of the powers and duties under this agreement of the Trustee, and the Master Servicer will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or bad faith.

Section 8.06. Eligibility Requirements for Trustee. The Trustee under this agreement shall at all times be a corporation having its principal office in a state and city acceptable to the Company and organized and doing business under the laws of such state or the United States of America, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.07.

Section 8.07. Resignation and Removal of the Trustee. The Trustee may at any time resign and be discharged from the trusts by this agreement created by giving written notice of it to the Company. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee.

If at any time the Trustee shall cease to be eligible in accordance with the provisions of Section 8.06 and shall fail to resign after written request for it by the Company, or if at any time the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee.

The holders of Certificates evidencing Fractional Undivided Interests aggregating more than 50% of the Trust Fund may at any time remove the Trustee and appoint a successor trustee by written instrument or instruments, in triplicate, signed by such holders or their attorneys-in-fact duly authorized, one complete set of which instruments shall be delivered to the Company, one complete set to the Trustee so removed and one complete set to the successor so appointed.

Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section shall become effective upon acceptance of appointment by the successor trustee as provided in Section 8.08.

Section 8.08. Successor Trustee. Any successor trustee appointed as provided in Section 8.07 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment under this agreement, and the resignation or removal of the predecessor trustee shall then become effective and such successor trustee, shall become effective and such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the rights powers, duties and obligations of its predecessor under this agreement, with the

like effect as if originally named as trustee in this agreement. The predecessor trustee shall deliver to the successor trustee all Mortgage Files and related documents and statements held by it under this agreement (other than any Mortgage Files at the time held by a Custodian, which shall become the agent of any successor trustee under this agreement), and the Company, the Master Servicer and the predecessor trustee shall execute and deliver such instruments and do such other things as may reasonably be required for more fully and certainly vesting and confirming in the successor trustee all such rights, powers, duties and obligations.

No successor trustee shall accept appointment as provided in this Section unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Section 8.06.

Upon acceptance of appointment by a successor trustee as provided in this Section, the Company shall mail notice of the succession of such trustee under this agreement to all holders of Certificates at their addresses as shown in the Certificate Register. If the Company fails to mail such notice within 10 days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

Section 8.09. Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee under this agreement, provided such corporation shall be eligible under the provisions of Section 8.06, without the execution or filing of any paper or any further act on the part of any of the parties to this agreement, anything in this agreement to the contrary notwithstanding.

Section 8.10. Appointment of Co-Trustee or Separate Trustee. Notwithstanding any other provisions of this agreement, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Fund or property securing the same may at the time be located, the Company and the Trustee acting jointly shall have the power and shall execute and deliver all instruments to appoint one or more Persons approved by the Trustee to act as co-trustee or co-trustees, jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Trust Fund, and to vest in such Person or Persons, in such capacity, such title to the Trust Fund, or any part of it, and, subject to the other provisions of this Section 8.10, such powers, duties, obligations, rights and trusts as the Company and the Trustee may consider necessary or desirable. If the Company shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment. No co-trustee or separate trustee under this agreement shall be required to meet the terms of eligibility as a successor trustee under Section 8.06 under this agreement and no notice to holders of Certificates of the appointment of co-trustee(s) or separate trustee(s) shall be required under Section 8.08 of this agreement.

In the case of any appointment of a co-trustee or separate trustee pursuant to this Section 8.10 all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or co-trustee jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed (whether as Trustee under this agreement or as successor to the Master Servicer under this agreement), the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Fund or any portion thereof in any jurisdiction) shall be exercised and performed by such separate trustee or co-trustee at the direction of the Trustee.

Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this agreement and the conditions of this Article VIII. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided in the instrument, subject to all the provisions of this agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Trustee. Every such instrument shall be filed with the Trustee.

The right of the Company to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Principal Balances of such Mortgage Loans at the time of any such repurchase aggregating less than 10% of the aggregate Principal Balance of the Mortgage Loans at the Cut-off Date. If such right is exercised, the Company shall provide to the Trustee the certification required by Section 3.15 and the Trustee and any Custodians shall promptly release to the Company the Mortgage Files pertaining to the Mortgage Loans being repurchased.

Notice of any termination, specifying the Distribution Date upon which the Certificateholders may surrender their Certificates to the Company for payment of the final distribution and cancellation, shall be given promptly by the

Company by letter to Certificateholders mailed not earlier than the 15th day and not later than the 25th day of the month next preceding the month of such final distribution specifying (A) the Distribution Date upon which final payment of the Certificates will be made upon presentation and surrender of Certificates at the office of the Company designated in it, (B) the amount of any such final payment and (C) that the Record Date otherwise applicable to such Distribution Date is not applicable, payments being made only upon presentation and surrender of the Certificates at the office of the Company specified in it. The Company shall give such notice to the Certificate Registrar at the time such notice is given to Certificateholders. In the event such notice is given, the Company shall deposit in the Certificate Account on the applicable Distribution Date an amount equal to the repurchase price for the Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund. Upon presentation and surrender of the Certificates, the Company shall cause to be distributed to Certificateholders an amount equal to (i) the amount otherwise distributable on such Distribution Date but for such repurchase and (ii) the repurchase price for the Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund calculated as above provided. Upon certification to the Trustee by a Servicing Officer, following such final deposit, the Trustee and any Custodians shall promptly release to the Company the Mortgage Files for the repurchased Mortgage Loans. In the event that all of the Certificateholders shall not surrender their Certificates for cancellation within six months after the time specified in the above-mentioned written notice, the Company shall give a second written notice to the remaining Certificateholders to surrender their Certificates for cancellation and receive the final distribution with respect to them. If within one year after the second notice all the Certificates shall not have been surrendered for cancellation, the Company may tMake appropriate steps, or may appoint an agent to tMake appropriate steps, to contact the remaining Certificateholders concerning surrender of their Certificates, and the cost of them shall be paid out of the funds and other assets which remain subject to this agreement.

Any separate trustee or co-trustee may, at any time, constitute the Trustee its agent or attorney-in-fact, with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 8.11. Appointment of Custodians. The Trustee may, with the consent of the Company, appoint one or more Custodians to hold all or a portion of the Mortgage Files as agent for the Trustee, by entering into a Custodial Agreement. Subject to Article VIII, the Trustee agrees to comply with the terms of each Custodial Agreement and to enforce the terms and provisions of it against the Custodian for the benefit of the Certificateholders. Each Custodian shall be a depository institution subject to supervision by federal or state authority, shall have a combined capital and surplus of at least \$10,000,000 and shall be qualified to do business in the jurisdiction in which it holds any Mortgage File. Each Custodial Agreement may be amended only as provided in Section 10.01.

ARTICLE IX.

Termination

Section 9.01. Termination Upon Repurchase by the Company or Liquidation of All Mortgage Loans. The respective obligations and responsibilities of the Company, the Master Servicer and the Trustee created by this agreement (other than the obligation of the Company to mMake payments to Certificateholders as set forth below) shall terminate upon (i) the repurchase by the Company of all Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund at a price equal to the greater of (a) 100% of the Principal Balance of each Mortgage Loan as of the day of repurchase plus accrued interest on it at the Pass-Through Rate to the first day of the month following repurchase plus the appraised value of any such property, such appraisal to be conducted by an appraiser mutually agreed upon by the Company and the Trustee, and (b) the then fair market value of the Certificates (as defined below), or (ii) the later of the final payment or other liquidation (or any advance with respect to it) of the last Mortgage Loan remaining in the Trust Fund or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan; provided, however, that in no event shall the trust created by this agreement continue beyond the expiration of 21 years from the death of the last survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James, living on the date of this agreement.

For purposes of this Section 9.01, the fair market value of the Certificates shall be deemed to be (1) the most recent bid price for the Certificates in the over-the-counter securities market if the Certificates are traded in such market, or (2) if the Certificates are traded on a securities exchange, the average closing sale price for the Certificates on such securities exchange for the last five trading days of such exchange immediately preceding such repurchase, or (3) if the Certificates are not so traded, a value determined on the basis of current prices of securities deemed by the Company to be most comparable to the Certificates, in each case together with accrued interest at the Pass-Through Rate on the

aggregate Principal Balance of the Mortgage Loans to the first day of the month following repurchase.

ARTICLE X.

Miscellaneous Provisions

Section 10.01. Amendment. This agreement or any Custodial Agreement may be amended from time to time by the Company, the Master Servicer and the Trustee, without the consent of any of the Certificateholders, to cure any ambiguity, to correct or supplement any provisions in them, which may be inconsistent with any other provisions in them, or to make any other provisions with respect to matters or questions arising under this agreement or such Custodial Agreement which shall not be inconsistent with the provisions of this agreement, provided that such action shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any Certificateholder.

This Agreement or any Custodial Agreement may also be amended from time to time by the Company, the Master Servicer and the Trustee with the consent of the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the Trust Fund for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this agreement or such Custodial Agreement or of modifying in any manner the rights of the holders of Certificates; provided, however, that no such amendment shall (i) reduce in any manner the amount of, or delay the timing of, payments received on Mortgage Loans which are required to be distributed on any Certificate without the consent of the holder of such Certificate or (ii) reduce the percentage of Certificates the holders of which are required to consent to any such amendment, without the consent of the holders of all Certificates then outstanding.

Promptly after the execution of any such amendment the Trustee shall furnish written notification of the substance of such amendment to each Certificateholder.

It shall not be necessary for the consent of Certificateholders under this Section 10.01 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance of it. The manner of obtaining such consents and of evidencing the authorization of the execution of them by Certificateholders shall be subject to such reasonable regulations as the Trustee may prescribe.

Section 10.02. Recordation of Agreement. To the extent permitted by applicable law, this agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the properties subject to the Mortgages are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Master Servicer and at its expense on direction by the Trustee, but only upon direction accompanied by an Opinion of Counsel to the effect that such recordation materially and beneficially affects the interests of the Certificateholders.

For the purpose of facilitating the recordation of this agreement as provided in this agreement and for other purposes, this agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 10.03. Limitation on Rights of Certificateholders. The death or incapacity of any Certificateholder shall not operate to terminate this agreement or the Trust Fund, nor entitle such Certificateholder's legal representatives or heirs to claim an accounting or to make any action or proceeding in any court for a partition or winding up of the Trust Fund, nor otherwise affect the rights, obligations and liabilities of the parties to this agreement or any of them.

No Certificateholder shall have any right to vote (except as provided in Section 10.01) or in any manner otherwise control the operation and management of the Trust Fund, or the obligations of the parties to this agreement nor shall anything here set forth in this agreement, or contained in the terms of the Certificates, be construed so as to constitute the Certificateholders from time to time as partners or members of an association; nor shall any Certificateholder be under any liability to any third person by reason of any action taken by the parties to this agreement pursuant to any provision of it.

No Certificateholder shall have any right by virtue of any provision of this agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this agreement, unless such holder previously shall have given to the Trustee a written notice of default and of the continuance of it, as provided above, and unless also the holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the Trust Fund shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee under this agreement and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred in or by it, and the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding; it being understood and intended, and being expressly covenanted by each Certificateholder with every other Certificateholder and the Trustee, that no one or more holders of Certificates shall have any right in any manner whatever by virtue of

any provision of this Agreement to affect, disturb or prejudice the rights of the holders of any other of such Certificates, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under this agreement, except in the manner provided it and for the equal, ratable and common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 10.04. Governing Law. This agreement and the Certificates shall be construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties under this agreement shall be determined in accordance with such laws.

Section 10.05. Notices. All demands and notices under this agreement shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, to (a) in the case of the Company, _____, Attention: President, or such other address as may hereafter be furnished to the Master Servicer and the Trustee in writing by the Company, (b) in the case of the Master Servicer, _____, or such other address as may be hereafter furnished to the Company and the Trustee by the Master Servicer in writing, (c) in the case of the Trustee, _____, or such other address as may hereafter be furnished to the Company and the Master Servicer in writing by the Trustee. Any notice required or permitted to be mailed to a Certificateholder shall be given by registered mail, postage prepaid, at the address of such holder as shown in the Certificate Register. Any notice so mailed within the time prescribed in this agreement shall be conclusively presumed to have been duly given, whether or not the Certificateholder receives such notice.

Section 10.06. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this agreement shall be for any reason whatever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this agreement and shall in no way affect the validity or enforceability of the other provisions of this agreement or of the Certificates or the rights of the holders of them.

In Witness of which, the Company, the Master Servicer and the Trustee have caused their names to be signed to this agreement by their respective officers duly authorized to do so and their respective seals, duly attested, to be affixed to this agreement, all as of the day and year first above written.

Mortgage Securities Inc. [Seal] By: _____, Vice President Attest: _____, Assistant Secretary [Seal] [Master Servicer] Attest: _____, Assistant Secretary By: _____, Vice President [Seal] [Trustee] Attest: _____, Assistant Secretary By: _____, Vice President

Will disposing of entire community with marital deduction.

Last Will and Testament of _____ I, _____, of the City of _____, in the State of _____, declare this to be my last will and revoke all other wills and codicils which I have made.

Article I.

Payment of Debts, Final Illness and Funeral Expenses

I direct my executor to pay as soon after my death as is convenient my expenses of last illness, funeral expenses and just debts, except

as may be specifically provided to the contrary.

Article II.

Extent of Family

I declare that I am married, that my spouse's name is _____; that I have had only _____ children, all of whom are now living;

that their names are _____, born _____, _____, born _____, and _____, born _____.

Article III.

Intention To Dispose of all Property; No Exercise of Powers of Appointment

It is my intention by this will to dispose of my separate property, all of my quasi-community property and the entire community

property of myself and my spouse. I do not intend by this will to exercise any power of appointment which I may have.

Article IV.

Bequest of Personal Residence

I devise and bequeath to my spouse, _____, if he or she survives me, any interest I may have in my home located at _____, City of _____, State of _____, or any other home which we may be occupying as our principal residence at my death, including all fire and casualty insurance held with reference to it, subject to any trust

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deed or other encumbrance and all unpaid real estate taxes and special assessments which are a lien at the date of my death. If my spouse does not so survive me, this devise and bequest shall lapse, and my executor is authorized and requested, but not directed, in its discretion, to sell the home and the proceeds of the sale, or the home if not sold, shall be added to and become part of the residue of my estate.

Article V.

Bequest of Personal Effects

I bequeath to my spouse, _____, if he or she survives me, any interest I may have in all household furniture, furnishings and fixtures, jewelry, china, silverware, books, pictures, clothing and all other items of domestic, household or personal use or adornment and all automobiles which at the time of my death shall be in, about or used in connection with my home. If my spouse does not so survive me, then I bequeath the property described in this article to my children, _____, _____ and _____, in equal shares, or to the survivors or survivor of them and, if none of my children survives me, this bequest shall lapse and my executor is authorized and requested, but not directed, in its discretion, to sell all or part of this property and the proceeds of the sale, or the property, if not sold, shall

be added to and become part of the residue of my estate. Article VI. Bequests to Children

(A). My son, _____, the sum of \$ ____.

(B). My daughter, _____, the sum of \$ ____.

(C). My son, _____, the sum of \$ ____.

If any one or more of the legatees mentioned in this article does not survive me, then I bequeath the sum of money to his or her lawful descendants living at my death, upon the principle of representation and, if he or she leaves no lawful descendants living at my death, then his or her bequest shall lapse and the property shall become part of the residue of my estate.

Article VII.

Marital and Residuary Trust

All of the rest, residue and remainder of my estate, of every kind or nature and wherever situated, including all of my quasi-community property and my spouse's share of our community property, but excluding property over which I may have power of appointment, I devise and bequeath to _____, a _____ corporation, or any successor or assign of this corporation whether by way of consolidation, merger, transfer or otherwise, in trust, for the uses and purposes set forth.

(A). Division of trust estate. If my spouse, _____, survives me, I direct that the trustee shall divide the entire trust estate into two separate trusts, which are hereinafter referred to as "Trust A," the marital trust, and "Trust B," the residuary trust. There shall be placed in Trust A:

(1). My spouse's fractional share of our community property passing under the terms of this provision of my will and subject to administration, less a proportionate part of all amounts properly chargeable against such entire community property.

(2). Out of the assets of my residuary estate which are eligible to satisfy the marital deduction, that fractional share of the assets which is equal to the minimum marital deduction, which, if allowed for federal estate tax purposes, will result in the least federal estate taxes being payable by reason of my death.

(3). In making the computations and the allocation of property to Trust A required by subparagraphs (1) and (2), the determination of the character, ownership and value of property shall be as finally established for federal estate tax purposes.

(4). All of the rest, residue and remainder of the assets passing to the trustee under this will shall be allocated to Trust B.

(B). Management and administration expenses. Upon distribution to or receipt by the trustee of the trust estate or a substantial part of it, the trustee shall, from income which accrues or is received after such distribution or receipt, or from principal, pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including the compensation of the trustee, all or any part of which may, in the discretion of the trustee, be charged either to income or principal of the trust estate.

(C). Net income. The remaining income shall be and is referred to as "net income."

(D). Distribution of trust estate; principal of marital trust. The net income and principal of the trust estate shall be distributed as follows:

(1). The net income from both Trust A and Trust B shall be distributed to or for the use and benefit of my spouse, _____, in convenient installments, not less frequently than quarterly, during his or her lifetime.

(2). Anything herein to the contrary notwithstanding, upon the death of my spouse, _____, the trustee shall

distribute the principal of Trust A, and any accrued or undistributed net income, to or in trust for the use and benefit of the person or persons, including his or her estate, his or her creditors or the creditors of his or her estate, upon the conditions and estates, with the powers, in the manner and at the time or times as are appointed and directed by my spouse's last will admitted to probate by a court of competent jurisdiction, specifically referring to this power of appointment. Unless within ninety (90) days after the death of my spouse the trustee has actual notice of the existence of a will or of probate proceedings, it shall be deemed for all the purposes of this will that the power of appointment was not exercised (but the provisions of this paragraph shall not affect any right which an appointee, or beneficiary in default of appointment, may have against any distributee).

(3). To the extent that my spouse does not exercise this power of appointment, the principal of Trust A, and any accrued or undistributed net income thereon, shall be added to and commingled with Trust B, shall be held, administered and distributed in whole or in part, as if it had been an original part of Trust B.

(4). Upon the death of my spouse, _____, the trustee may pay the expenses of my spouse's last illness and funeral, from either income or principal of Trust A, to the extent not appointed, or of Trust B, at the discretion of the trustee, unless other adequate provision shall have been made therefor.

(E). Administration of trust after death of spouse. Upon the death of my spouse, _____, or upon the distribution of my estate if my spouse should predecease such event, to the extent that my spouse has not exercised the power of appointment granted in this will, the trustee shall continue to hold and administer the entire trust estate remaining after paying or reserving for all amounts then payable as previously provided (including Trust B, augmented by Trust A, if such is the case), for the use and benefit of my then living children and of the living lawful descendants of any deceased children of mine, upon the principle of representation.

(F). Distribution of net income after death of spouse.

(1). The net income of the trust estate may be paid to or applied for the use and benefit of any one or more or all of my children and descendants of deceased children, in the amounts and at the time or times as the trustee in its sole and absolute discretion shall determine, without regard to equality of distribution of the income among the beneficiaries. The trustee, in its discretion, may withhold the distribution of all or any part of said net income. In determining the amount of net income to be so paid or applied, the trustee shall take into consideration any other income and financial resources available to the beneficiaries from any source, so far as known to the trustee.

(2). Any net income not paid or applied by the trustee during any trust accounting year shall be added to and become part of the principal of the trust estate.

(G). Final distribution of principal. Distributions of principal shall be made as follows:

(1). When the youngest of my then living children shall have attained the age of 25 years, the trustee shall distribute the principal of the entire trust estate and any accrued or undistributed net income thereon to my then living children and to the living lawful descendants of any deceased children of mine upon the principle of representation, as provided below.

(2). If none of my children survives to attain the age of 25 years, then upon the death of the last survivor of my children the trustee shall apportion the trust estate, without being required to make a physical segregation of it, into shares for the then living lawful descendants of my deceased children upon the principle of representation. Each share shall constitute and be held, administered and distributed as a separate trust, as provided below.

(3). Subject to the provisions for termination hereinafter provided, if any share or trust becomes distributable to a minor, then that share or trust shall immediately vest in the minor, but the trustee shall retain the minor's share or trust until he or she shall have attained the age of 21 years and shall then distribute it to him or her. While so retained, the trustee in its sole and absolute discretion, shall distribute to or for the use and benefit of the minor so much of the net income and principal of such minor's share or trust as it deems necessary or advisable for his or her reasonable care, support, maintenance and education and any income not so distributed shall be added to and become part of the principal of such share or trust.

(4). The trustee shall have with respect to each share or trust so retained, all the powers and discretions granted with respect to this trust generally.

(H). Rule against perpetuities; distribution upon termination of trust estate. Unless sooner terminated in the manner provided below, each trust created here shall cease and terminate not later than 21 years after the death of the survivor of my spouse, _____, and my children and descendants who are living at the date of my death. Upon such termination the entire trust estate, including principal and any accrued or undistributed net income thereon, shall be distributed to the persons for whom said estate is then held in trust, in proportion to the shares or trusts then held for such persons and, if there shall be no such persons surviving, then ½ of the trust estate shall be distributed to my heirs, and ½ shall be distributed to the heirs of my spouse, _____, both classes of heirs to be then determined according

to the laws of the State of _____ relating to the succession of separate property in force at the date of such termination, except that, if my spouse, _____, shall have elected to tMake the rights given by law, including the law affecting community property or quasi-community property, as provided for in Article XI, the entire trust estate shall be distributed to my heirs.

Article VIII.

Powers and Discretion of Trustee

In addition to all other powers and discretions granted or vested in the trustee by law or by this will, the trustee shall have the following powers and discretions:

(A). Management of trust. To do all acts, tMake all such proceedings and exercise all rights and privileges in the management of the trust estate as if it were an individual and the absolute owner of it, including, without limiting the generality of the terms, the following:

(1)

To grant, bargain, sell, convey, exchange or convert any real or personal property;

(2)

To lease for terms either within or beyond the duration of this trust;

(3)

To enter into oil, gas and other mineral leases, on such terms as it may deem proper, and to enter into any pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties;

(4)

To assign, partition, divide, subdivide and improve any properties;

(5)

To loan, reloan, invest and reinvest the trust estate or any part thereof;

(6)

To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights;

(7)

To participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements and voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the trustee may deem advisable;

(8) To hold securities or other property in its own name or in the name of its nominee, without disclosing any fiduciary relation;

(9)

To procure and carry at the expense of the trust estate insurance of such kind and in such form and amount as the trustee deems advisable to protect the trustee and the trust estate against any hazard;

(10)

To borrow money for any trust purpose, use the trust estate or any part of it as security and replace, renew and extend any encumbrance on it, upon the terms, conditions and security as may be determined by the trustee and to pay loans or other obligations of the trust estate, as the trustee in its discretion deems advisable.

(B). Receiving and holding property. The trustee is expressly authorized to receive and accept additions to the trust of any kind of property, from any source or sources other than my estate, at any time or times, in its discretion and

subject to approval of the court having jurisdiction of my estate and this trust, and to hold and retain any securities, properties or other investments, including shares of the trustee or any affiliated or related corporation, and to continue to hold, manage and operate any property, business or enterprise received and acquired at any time, as long as in its discretion it elects to do so, the profits or losses, if any, to inure to or be chargeable against the trust estate and not the trustee; provided that unproductive property shall not be held as an asset of Trust A for more than a reasonable time during the lifetime of my spouse without his consent.

(C). Standard of care. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this trust, the trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the trustee is authorized to acquire every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, participation in any common trust funds administered by the trustee, corporate obligations of every kind and stocks, preferred or common, which persons of prudence, discretion and intelligence acquire for their own account.

(D). Determination of income and principal. Unless otherwise specifically provided herein, the trustee in its discretion may determine what is principal or income and what shall be charged or credited to either, and its judgment shall bind everyone with a beneficial interest. The trustee may rely upon the statement of the paying corporation as to whether dividends are paid from profits or earnings or are a return of capital or a distribution of assets, and as to any other relevant fact concerning the source or character of dividends or distributions of corporate assets.

(E). Use of principal to support beneficiary. If the trustee deems the net income payable at any time not sufficient to provide for the reasonable care, support, maintenance and education of any beneficiary who is at the time receiving or entitled to receive income, taking into consideration any other income and financial resources of the beneficiary, so far as known to the trustee, it may as often as it deems necessary, pay to or apply for the use and benefit of the beneficiary an additional part, up to and including the whole, of the principal of the trust estate or, if the trust estate has been apportioned into shares, of the principal of the respective share or trust of the beneficiary, all as the trustee in its sole and absolute discretion believes will be in the best interests of and will tend to promote the welfare of the beneficiary, including but not limited to the specific power to disburse funds to or for the use and benefit of the beneficiary for the purpose of acquiring a home or an equity in one; provided that, any distributions of principal to or for the use and benefit of my spouse shall be made first from Trust A. If Trust A has been exhausted, distributions of principal shall be made from Trust B.

(F). Payments for minors. If at any time or from time to time any beneficiary entitled to receive income or principal shall be a minor, or an incompetent, or a person whom the trustee deems to be unable wisely or properly to handle funds if paid to him or her directly, the trust may mMake any such payments, in its discretion, in any one or more of the following ways:

(1). directly to such beneficiary.

(3). to any person or organization furnishing care, support, maintenance or education for the beneficiary, or

(4). by itself making expenditures directly for the care, support, maintenance or education of the beneficiary. The trustee shall not be required to see to the application of any funds so paid or applied and the receipt of the payee shall be full acquittance to the trustee. The decision of the trustee to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

(G). Claims against estate. The trustee may, at its option, at any time, in connection with its management of the trust estate or the collection of any moneys due or payable to it as trustee, compromise or abandon any claims existing in favor of or against the trust estate.

(H). Loan of trust funds. The trust may loan or advance its own funds for any trust purpose to this trust, the loans or advances to bear interest at the then current rate from date of advancement until paid and, together with interest, to constitute a first lien upon the entire trust estate until paid.

(I). Division of assets of trust estate. Upon any division of the trust estate into separate shares or trusts and upon any distribution, the trustee may apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in any manner as the trustee in its discretion deems advisable. The trustee may sell such property as it deems necessary to mMake any division or distribution. After any division of the trust estate, the trustee may mMake joint investments with funds from some or all of the several shares or trusts.

(J). Payment of taxes. Taxes shall be paid and charged by the trustee as follows:

(1). Upon the death of any beneficiary, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, trustees' compensation and attorney fees, which shall become due

by reason of the trust estate or any interest in it being includible for such tax purposes, may be paid by the trustee from the trust estate, unless other adequate provision for them shall have been made. These payments shall be charged to principal of the share of the trust estate or the separate trust so included.

(2). If at any time any gift tax becomes due from my surviving spouse by reason of the trust estate or any interest in it being includible for gift tax purposes, the gift tax, together with interest, penalties, costs, trustees' compensation and attorney fees, may be paid by the trustee from the trust estate, unless other adequate provision for them shall have been made. Any such payments shall be charged to principal of the share of the trust estate or the separate trust so included.

(3). The trustee shall have full power and authority to pay from the trust estate any other taxes, charges or assessments for which the trustee, the trust estate or any interest in it becomes liable, and any such payment shall be made from and charged to either income or principal of the trust estate or any share or separate trust thereof, as the trustee in its discretion deems proper.

(4). The trustee may mMake any payments directly or to a personal representative or other fiduciary and the trustee may rely upon a written statement of the fiduciary as to the amount and propriety of the taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

(K). Termination of individual shares or trusts. In the event that the share or separate trust held for any income beneficiary of this trust has, at any time, in the opinion of the trustee, a fair market value of \$5,000.00 or less, the trustee may, in its discretion, but is not required to, terminate such trust and, regardless of the age of such beneficiary, distribute the principal and any accrued or undistributed net income thereon to such beneficiary, or to his guardian, conservator or other fiduciary.

(L). Discretion of trustee. All discretions granted to or vested in the trustee by any provisions of this will are to be exercised in the sole and absolute discretion of the trustee.

Article IX.

Miscellaneous Provisions

(A). Death of beneficiary. Upon the death of any beneficiary for whom a trust is then held, any accrued or undistributed net income shall be held and accounted for, or distributed, in the same manner as if it had been accrued or received after the death of the beneficiary.

(B). Notice to trustee. Until the trustee shall receive from a person interested in this trust, written notice of any death, birth, marriage or other event upon which the right to receive income or principal of the trust estate may depend, the trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

(C). Binding effect. Any instrument executed by the trustee shall be binding on all parties to the trust and on all beneficiaries. No person paying money to the trustee need see to the application of the money so paid.

(D). Inclusion of adopted children. The words "child," "children," "descendants," and "lawful descendants," as used in this will, shall include children legally adopted by me or by any of my descendants and lawful descendants of such legally adopted children.

(E). Incompetent. The word "incompetent," as used in this will, shall be deemed to include not only persons who have been so declared by a court of competent jurisdiction, but also persons for whom a guardian or conservator or other fiduciary of the person or estate or both shall have been appointed by a court of competent jurisdiction.

(F). Spendthrift clause. The interest of any beneficiary in the principal or income of this trust shall not be subject to claims of his or her creditors, or others, or liable to attachment, execution or other process of law, and no beneficiary shall have any right to encumber, hypothecate or alienate his or her interest in this trust in any manner, except as provided for elsewhere. The trustee may, however, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to a beneficiary.

Article X.

Disinheritance of Heirs

I have, except as otherwise provided in this will, intentionally and with full knowledge, declined to provide for any heirs of mine who may be living at my death and I direct that such persons, if any, shall tMake no part of my estate.

Article XI.

Renunciation of Will

I have provided in this will for disposition of all of my separate property and quasi-community property and the entire community property of myself and my spouse, because of my firm belief that the provisions of this will are in the best interests of my spouse, and I urgently request that he or she accept these provisions. If my spouse should elect to tMake the rights given by law, including the law affecting community property or quasi-community property, then my spouse shall receive under this will only the property given in Articles IV and V and the remaining provisions, including the provisions for final termination of the trust in Article VII, shall be carried into effect and the remainder

of the trust estate shall be held, administered and distributed by the trustee in the same manner as though my spouse had predeceased me.

Article XII.

Payment of Death Taxes

All estate, inheritance, succession or other death taxes, duties, charges or assessments, imposed upon or in relation to any property by reason of my death, whether passing under this will or otherwise, shall be paid by my executor out of that part of the residue of my estate remaining after distribution, transfer or allocation of assets to Trust A as provided above, without proration of any charge against any person who receives the property under the terms of this will or otherwise.

Article XIII.

Presumption of Survivorship

If there shall be no sufficient evidence that I have survived my spouse, it shall be conclusively presumed for all purposes pertaining to the probate of my estate that my spouse shall have survived me.

Article XIV.

Validity of Individual Provisions

Should any part, clause, provision or condition of this will be held to be void, invalid or inoperative, then I direct that such invalidity shall not affect any other provisions, which shall be effective as though the invalid provision had not been made.

Article XV.

Appointment of Executor and Guardian of Minor's Estate

I appoint as executor hereof, and as guardian of the estate of any child of mine who at the time of my death is a minor, _____, a corporation, or any successor or assign of the corporation, whether by way of consolidation, merger, transfer or otherwise. I authorize my executor to sell, at either public or private sale, lease or mortgage the whole or any part of my estate, with or without notice, but subject to such confirmation as may be provided by law. My executor may, at its option, and in its sole and absolute discretion, retain any securities, properties or other investments and continue to hold, manage and operate any property, business or enterprise that I may own in whole or in part at the time of my death, with or without order of court, the profits or losses from them, if any, to inure to or be chargeable against my estate and not my executor.

In witness whereof, I have hereunto set my hand on _____[date], at the City of _____, State of _____.

Custody of child.

A is the father of the child B born on the _____ day of _____, 19___. B has for most of the time resided with her [his] grandparents. C, the mother of B, is now seriously ill and may not recover and it has been agreed that in the event of death the grandparents shall assume the care and maintenance of B and tMake over custody, to which A has agreed.

In consideration of the premises and one dollar paid by grandparents to A, A grants and assigns to grandparents all rights to the possession, custody, control, and care of B and all the right and advantage to be derived from the custody and possession of the child until she [he] attains majority or marries under that age.

A appoints grandparents to be the guardians of the personal estate of B until she [he] shall attain the age of eighteen years or marries, and agrees not to revoke this appointment or appoint any other person to be the guardian of the child, and grandparents will adopt the child and covenant and agree with A that until such time as the child attains the age of eighteen years or marries they will maintain, lodge, clothe, and educate B to the same extent and in the same manner as if B were their own lawful child, and will at their own expense provide the child with all necessities, and will pay and discharge all debts and liabilities which the child may incur for necessities, and will indemnify A against all actions, claims, and demands. Grandparents agree that A shall have access to the child at all reasonable times.

A agrees not to try to use these visits for the purpose of influencing the child to leave grandparents. It is further covenanted and agreed that A will not nor shall any person transfer in any way the rights of A in the control and custody of the child.

Subcontract to drill well.

Whereas, the A company, a corporation duly incorporated under the laws of the state of _____, has made and

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entered into a contract with the B company, a corporation duly incorporated under the laws of the state of _____, and herein called "owner," by the terms of which, among other things, the A company has agreed, obligated and bound itself to drill, case, and complete for the owner a deep water well, according to the specifications and to be located as herein set out; and, whereas, the A company desires to sublet the contract for the drilling, casing, and completing of such well:

Therefore, know all by these presents that this contract this day made and entered into by and between the A company, herein called the "company," and _____, _____, and _____, a copartnership doing business under the firm of _____, of _____ county, _____, herein called the "contractor," witnesseth:

1.

The contractor has this day agreed and contracted with the company to drill and case deep water well; the well to be located on a certain lot of ground situated in the city of _____, owned by the B company, and located as follows: _____, the exact location on such lot to be made by the owner.

2.

The well is to be drilled and cased from _____ inches above the normal ground surface of the earth adjacent to the well down to and through all of the _____ sands; but in no event to be drilled to a greater depth than _____ feet. From the surface of the earth down to a depth of _____ feet the well shall be cased with _____ inch inside diameter _____ pound per lineal foot steel casing, which shall be welded where joined. Such casing shall be set in such manner as to case out all shaly, sand, or mud formations, and also all water above.

3.

From such point, that is, from the point _____ feet below the surface of the earth and at the bottom of the _____ inch casing, the well shall be cased to the upper _____ sands with a[n] _____ inch _____ pound per lineal foot _____ wrought iron liner or packer casing, which casing shall be equipped with long oil country couplings, and shall be provided with _____ threads to the inch. The lower or _____ inch casing shall be so set as to center accurately with the _____ inch casing above it, and shall be set in such manner as to case out all shaly, mud, or sand formation and all waters above.

4.

From the lower extremity of the _____ inch casing, the well is to be drilled from such point, until it is completed, with as large a bit as practicable to pass through the _____ inch _____ pound per lineal foot casing. The well shall, at the option of the company, be cased with a strainer casing from the lower extremity of the _____ inch casing to the bottom thereof with _____ inch inside diameter _____ wrought iron _____ pound per lineal foot casing. Such _____ casing to be drilled with _____ inch holes over its entire area, so that the maximum distance between the center of any adjacent holes will be _____ inch centers.

5.

The first _____ feet shall be drilled and casing set before the well is drilled below that depth. It shall then be drilled to the depth that it is to be cased with the _____ inch casing, as above mentioned, and such casing set before it is drilled below that depth; and after the _____ inch casing is set, drilling shall then be completed.

6.

The contractor agrees that all casing shall be set in such manner and all drilling operations conducted in such a way that if it is deemed necessary or advisable the well can be "shot" to increase the flow, without injury or damage to either the casing set or the drilling then completed.

7.

The contractor agrees to furnish all labor, derrick, power, casing, materials, equipment, tools, freight, and delivery expense, and all other things, whether labor or material, without limitation, necessary to drill and equip the well and to finish the same as above set out, and to deliver the same to the company free of all material, labor, or other liens in a first class workmanlike condition, and in accordance with the conditions herein set out at \$_____ per lineal foot for first _____ feet, and \$_____ per lineal foot for the remaining depth, but not to exceed a total depth of _____ feet.

Such amount shall be paid as follows:

a Upon delivery at owner's property above described of well casing for use on the work herein set forth, company will pay to contractor an amount equal to the cost to contractor of such casing, plus freight charges; such amount to be evidenced by paid invoices and freight bills which shall be presented and surrendered to company;

b _____ days after the actual commencement of drilling by contractor, and at the end of each succeeding _____ days thereafter, company will pay to contractor for work completed in the preceding _____ day period an amount equivalent to \$_____ per foot for each foot of _____ inch well completed as above, and \$_____ per foot for each foot of _____ inch well completed as above set forth;

c Upon completion of the well, in accordance with all the provisions of this agreement, and upon acceptance of the work by company and by owner, company will pay to contractor the balance of the contract price provided for in this agreement.

Company may, at its option, in lieu of all or any part of any cash payment required by the provisions of subdivisions a, b, and c, deliver to contractor an equivalent amount of owner's _____% cumulative preferred stock at par value; provided, however, that in no event shall the total amount of such stock so delivered exceed _____% of the total contract price above specified.

8.

The contractor agrees to be informed of and to comply with all laws, regulations, rules, and requirements of the state of _____ regarding the drilling of water wells, and of such laws, regulations, rules, and requirements of any other governmental authority having jurisdiction in the premises, and will assume all liability for damages or penalties arising out of the violation of or failure to observe such laws, regulations, rules, and requirements.

9.

It is further agreed that the contractor will carry liability insurance for the protection of the A company, and the owner, as their interest may appear, against any and all claims of damages of whatever nature arising out of injuries to contractor's or their employees, or any of them, or to the general public, resulting either directly or indirectly from contractor's operations.

10.

The contractor agrees with the company that, in the event it becomes necessary to shoot the well, the company shall pay only the actual cost thereof, but that cost will not exceed, under any circumstances, \$_____ (which shall be in addition to the above specified contract price), which amount shall include any changes or rearrangements made necessary by the result of the shooting of the well.

11.

The contractor agrees to test the well, as the same is being drilled, after the _____ sands have been encountered, whenever and as requested by the company, and in making such test company shall furnish, at its expense, all apparatus for making such test, and the contractor shall, bear the expense of making such test and furnish all labor necessary in making same. The company may have the drilling of the well stopped, at its option, at any time after the _____ sands have been encountered, and payment shall be made in such case for the actual number of feet drilled.

12.

Work shall commence on the well within _____ days from the date of signing this contract, and well shall be completed and fully equipped within _____ workdays from the date of starting. The contractor hereby acknowledges that the time for the completion of the work is of the essence of this contract, and that, in the event of a failure to complete the work within the time specified, the owner will be greatly damaged, and its damages will be difficult of ascertainment. It is therefore agreed, and the contractor binds h—self, to pay the owner \$_____ per day for every day's delay in the completion of the work beyond the date specified, which sum it is hereby agreed shall be construed as liquidated damages and not as a penalty.

13.

The contractor agrees and binds h—self to furnish with the contract a bond in the sum of \$_____, guaranteeing the full and satisfactory performance of this contract, and further guaranteeing the payment of all labor and work done and material and fixtures furnished and used in the carrying out and in the performance of this contract.

14.

The contractor further agrees that where there is a conflict, if there is a conflict, between the former proposals of _____, _____, and _____, _____, and this contract, the stipulations of this contract shall be the agreement between the parties and shall be controlling, and that this contract supersedes all previous agreements or representations, either written or verbal, between the parties hereto.

15.

If, at any time before the well is completed, the company shall desire that another well shall be drilled on the same lot as the well herein contracted for is drilled, the contractor agrees to drill such second well in accordance with each and every of the conditions, provisions, and terms of this contract, save and except that it agrees that the contract price of the second well shall be \$_____ less than the total contract price of the well herein contracted for, for the same depth. If the second well is drilled to a greater depth than the first well, the excess shall be paid for at \$_____ per lineal foot for such excess. In the event the company exercises its option of having second well drilled, it shall give the contractor written notice of its exercise of such option at least _____ full days before the completion of the well herein contracted for.

16.

It is agreed that this contract is executed with the full and complete knowledge of its contents and of all its conditions and provisions, and with the further knowledge of the kind, quantity, and quality of the articles, materials, and work required, and of the guaranties and representations herein stated, made, and set out.

17. It is further specifically agreed that this contract is executed subject to all the laws and governmental regulations of the city of _____, and to the provisions of the franchise from the city of _____ to _____ company, and that this contract is not binding upon the company unless and until signed by one of its executive officers.
In witness whereof, etc.

For rent.

Received of _____ of _____, individually, and _____ and _____, as trustees under deed of trust of _____ bearing date _____, the sum of \$_____ rent for above-named month.

Assignment of limited partner's interest.

For value received, I, the undersigned, of _____, by this instrument assign to _____, of _____, the whole of my interest in the limited partnership of _____, conducting business under a partnership agreement dated _____. Effective upon the signing of this instrument the assignee shall be entitled to receive the share of the profits or other compensation by way of income to which I would otherwise be entitled, and to the return of my contribution to the capital of the partnership. In the event that all the other members of the partnership consent to it, the assignee shall be entitled to all the rights which I, as a limited partner, had in the partnership.

Dated _____. [Signature]

[Acknowledgment]

Commercial district.

1.

—horticultural.

2.

Apartments in connection with business use.

3.

Professional or business offices, agencies, or studios.

4.

Personal service shops, including tailor, barber, beauty, dressmaking, shoe repair, hand laundry, or similar shops.

5.

Retail stores, shops for custom work or for making articles to be sold at retail on the premises.

6.

Offices of veterinarian and kennels.

7.

Telephone, telegraph and express offices, railroad station or auto bus passenger station.

8.

Any commercial use of the same general character as any of the above permitted uses when authorized as a special exception, but in no case may a building be erected, altered or used, or a lot be occupied or used for any trade, commercial use, or business that is noxious or offensive by reason of odor, dusts, smoke, gas, vibration, illumination, noise, or generation of excess traffic.

9.

Accessory use on the same lot with, and customarily incidental to any of the above permitted uses.

10.

Commercial signboards not exceeding 20 feet in area used in connection with a permitted business on the property.

To be incorporated by executors.

My executors named below, or the acting or surviving one of them, or my personal representative shall after the death of my _____[e.g., niece, _____,] select and associate with them, him, or her as many other persons as will make _____ persons, including such executors or representative, who together shall organize, establish and incorporate a free hospital in the city of _____, or within _____ miles of its then corporate limits [to be after the pattern of the _____ hospital of _____], and of which the _____ persons shall be the officers and directors for the _____ years with power in them and their successors to fill vacancies as they may occur. The hospital shall be named the _____ hospital, after _____[e.g., my parents]. It shall be nonsectarian and entirely free from charges and pay by or from its patients and the hospital shall minister to all worthy persons from the city of _____ and the county of _____, who are not able to pay physicians and hospital charges, and _____[e.g., are not incurable and have no contagious diseases].

My executors or personal representative shall at the death of my _____[e.g., niece, _____,] or as soon thereafter as they may deem practicable, turn over, transfer and assign to such officers of the hospital, all [the residue] of my personal and real estate then in their hands or under their control to be used for the establishment and maintenance of the free hospital. But I desire and direct that not more than _____[e.g., one-fifth] of [the residue of] my estate shall be used in the purchase of a site for the hospital and in constructing buildings and furnishings and equipping the same. I desire and direct that the income derived from the balance of [the residue of] my estate shall be used and applied to the maintenance of the hospital. The principal of [the residue of] my estate shall be left intact as an endowment fund of the hospital. The receipts and income from such fund shall be used for maintenance and current expenses of the hospital.

The board of directors of the hospital shall serve without pay.

<http://legalmessenger.weebly.com/>

Oklahoma—Public warehouse.
PICS-WH-1 (3/92)
Oklahoma Department of Agriculture Plant Industry and Consumer Services 2800 North Lincoln Boulevard Oklahoma City, OK 73105-4298

PUBLIC WAREHOUSE LICENSE APPLICATION COVER PAGE

To discuss licensing, you may contact (405) 521-3864, X 255, Virginia Yandell CHECKLIST: (Check off as completed and return this page with packet to above address)

- (1) (Pgs. 1–4) Application completed, signed and NOTARIZED
- (2) (3) (Pg. 5) Supplement Section for Each Functional Unit (Locations) Application for State Surety (30 days before need)
- (4) (Pg. 6) Certificate of Insurance on Commodities, Form PICS-WH-6
..... Ins. Co. & Phone No.
- (5) (Pgs. 7,8) Two Page Financial Statement (PICSWH-7)
- (6) (Pg. 9) Public Warehouse Corporate Bond if not on file
.....

—CORPORATE (CHECK ONE) 3 —STATE SURETY —CD

- (7)
License Fee of \$100.00 State Surety \$____(If applicable) TOTAL ENCLOSED
\$.....

- (8)
(Pg. 10) Copy of Current Scale Ticket(s)

- (9)
(Pg. 11) Authorization to sign Warehouse Receipts

- (10)
Is the Legal Description/Lease Agreement and Appraisal attached?

APPLICANT SIGNATURE _____ PHONE
.....

Bookeeper _____ PHONE
.....

Firm name & mailing address:

FOR OFFICE USE ONLY
EXAMINER _____ COUNTY _____ NO. OF LOCATIONS _____
CAPACITY _____ BU
Ratios: CA/CL _____ TD/TA _____ TD/TE Required Net Worth _____

Current Net Worth _____
FIRM ID# _____ LICENSE # _____

LOCATION ID# LOCATION ID# LOCATION ID# LOCATION ID#

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NEW LICENSE ISSUED EXPIRATION DATE

PICS-WH-2
APPLICATION FOR PUBLIC WAREHOUSE LICENSE
WAREHOUSE NAME

.....
MANAGER

.....
BUSINESS (Fiscal) YEAR BEGIN DATE:

.....
NUMBER OF FUNCTIONAL UNITS (LOCATIONS)
.....

(Attach: Legal Description Of all locations Lease Agreement and Appraisal
CHECK ONE: INDIVIDUAL — PARTNERSHIP — CORPORATION — COOPERATIVE — LIST NAMES,
ADDRESSES AND TITLES OF ALL INDIVIDUAL OWNERS, PARTNERS, CORPORATE OFFICES, MAJOR
STOCKHOLDERS AND/OR BOARD MEMBERS:

.....

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.....

...

2.
HAVE YOU EVER HAD A PUBLIC LICENSE SUSPENDED OR REVOKED IN OKLAHOMA? IF YES, PLEASE
EXPLAIN

3.
HAS A WAREHOUSE YOU OWNED OR OPERATED EVER DECLARED BANKRUPTCY?
YES — NO — IF YES, SPECIFY STATE, COURT AND CASE NUMBER.

4.
HAVE YOU BEEN:
DENIED A BOND FOR WAREHOUSING?
CONVICTED OF A FELONY
.....

EMPLOYED BY OTHER GRAIN FIRM/S IN THE LAST FIVE YEARS? _____
HAVE YOU OWNED OR OPERATED A COMMODITY WAREHOUSE UNDER A DIFFERENT NAME?

IF YOU ANSWERED YES TO ANY OF QUESTION #4, PLEASE EXPLAIN.
PICS-WH-3

COMPLETE THE FOLLOWING INFORMATION FOR EACH LOCATION, INCLUDING THE MAIN ONE. (You may mMake copies for more locations.)

Warehouse located at or near TOWN _____ County _____

Circle One: Own or lease Warehouse
Circle One: Own or lease Equipment
Manager Phone

Do You Plan to Apply for a Federal UGSA—CCC Code #?

List Functional Unit Name or Section(s) or Bin Numbers at this location:
Location Capacity: (Number of Bushels this location will hold): _____ BU.
List Names and License numbers of Weighers & Graders at this location, If known.
Weighers & Graders MUST attend the Spring G.G. School and tMake the written & practical test.

.....
...

.....
***** Warehouse located at or near TOWN _____ County _____ Circle One: Own or lease Warehouse
Circle One: Own or lease Equipment
Manager Phone
Do You Plan to Apply for a Federal UGSA—CCC Code #?

List Functional Unit Name or Section(s) or Bin Numbers at this location:
Location Capacity: (Number of Bushels this location will hold): _____ BU.
List Names and License numbers of Weighers & Graders at this location, If known.
Weighers & Graders MUST attend the Spring G.G. School and tMake the written & practical test.

.....
...

PICS-WH-4 (5). List two personal references with addresses & phone numbers:
PLEASE NOTE: Have you tMaken your Corporate Bond Form and/or Ins. on Commodities form to your Insurance Co.? This is the first step to be completed since it tMakes the longest to get done.
_____ READ CAREFULLY AND SIGN:
This application is made for a license to operate a Public Warehouse for the purpose of Storing and/or handling for Re-storage commodities pursuant to the provisions of 2 O.S.S., 1991, Section 9-21 et seq. and the Rules & Regulations
<http://legalmessenger.weebly.com/>

promulgated by the Oklahoma State Department of Agriculture.
I, _____, as Manager or Owner of this facility, hereby certify that the above statements are true and correct to the best of my knowledge, and as operator or manager of the above applicant warehouse, I will comply with the State Laws, Rules & Regulations promulgated thereto, and will advise of any change in status.
Subscribed & Sworn to Before Me This _____ Day of _____, _____ Signature
_____(Typed or printed name) Notary _____(Title)
(SEAL) (Corporate Seal) My Commission Expires

NO LICENSE WILL BE ISSUED UNTIL:
Application completed in detail & approved
Corporate Bond, State Surety or CD approved
Form PICS-WH-7 Current Financial Statement/Net Worth approved
Form PICS-WH-6 Certificate/Insurance on Commodities approved
PICS-WH-5
OKLAHOMA DEPARTMENT OF AGRICULTURE Plant Industry and Consumer Services 2800 NORTH LINCOLN
BOULEVARD OKLAHOMA CITY, OKLAHOMA 73105-4298
(405) 521-3864, EXTENSION 255
APPLICATION FOR STATE PROVIDED PUBLIC WAREHOUSE SURETY
(NEW APPLICANTS MUST SUBMIT 30 DAYS PRIOR TO NEED)
(Do not complete if you are not changing to State Surety)

I _____ doing business as _____ do hereby mMake application with the Oklahoma Board of Agriculture for surety as provided for in the Public Warehouse and Commodity Indemnity Act. Warehouse Capacity _____ × .25 Per Bu. = *\$_____ (Round to next highest thousand) (\$10.00 per \$1,000 of required surety = Cost for Surety) *(Surety Minimum \$50,000-Maximum \$500,000)
\$_____ Paid by Ck. # _____ I certify that all information furnished to secure this surety is correct and that my Financial Statement has been prepared and audited by a qualified person as required by Rule 5-313, Pursuant to 2 O.S., 1991, 9-21 et seq.
Subscribed & sworn to before me this Signature Day of _____
_____ Title _____ Date _____ Notary (SEAL)
(Corporate Seal) My Commission Expires _____
_____ For Office Use Only
Approved By Disapproved By

COMMENTS:

PICS-WH-6 (Rev. 3/92)
OKLAHOMA DEPARTMENT OF AGRICULTURE PLANT INDUSTRY AND CONSUMER SERVICES 2800
NORTH LINCOLN BOULEVARD OKLAHOMA CITY, OKLAHOMA 73105-4298
(405) 521-3864, EXTENSION 255
CERTIFICATE OF INSURANCE ON COMMODITIES REPRESENTS CONTINUOUS COVERAGE—
CANCELLATION NOTICE REQUIRED
County of _____ State of _____ NAME OF INSURED
..... ADDRESS
OF INSURED
Comes now the undersigned, of lawful age, and swears and verifies: That I am an agent for the _____,
which has insurance policies in force and effect as described below: *List Limits of Stocks and Facilities Separate
Continuous POLICY EFFECTIVE Until (LIMITS OF LIABILITIES) LOCATION/S NUMBER DATE Cancelled
*STOCKS FACILITIES
.....
.....
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.....

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.....
.....

Coverage provided in these policies include loss or damage to commodities by fire, lightning, inherent explosion, windstorm, cyclone, or tornado.
This shall be continuous coverage provided that in the event the policy or policies described above is/are cancelled, I shall notify Plant Industry and Consumer Services, Oklahoma Department of Agriculture, 15 calendar days prior to the cancellation of said coverage or any portion thereof.

Signature _____ Date _____ Subscribed and sworn to before me this Insurer

.....
_____ Day of _____, _____ Notary
.....Resident Agent Signature
My Commission Expires

() _____ Resident Agent's Business Phone
NOTARY SEAL _____ Resident Agent's Business Address If agent is a corporation affix CORPORATE SEAL
PICS-WH-7 OKLAHOMA DEPARTMENT OF AGRICULTURE

PLANT INDUSTRY and CONSUMER SERVICES 2800 NORTH LINCOLN BOULEVARD OKLAHOMA CITY,
OKLAHOMA 73105-4298

FINANCIAL STATEMENT SUBMITTED FOR OKLAHOMA PUBLIC WAREHOUSE LICENSE
Firm Warehouseman
Address Phone
City _____ State _____ Zip + 4 _____
Records audited? Yes — No. — Audit Date _____ Firm _____

ASSETS: LIABILITIES &
MEMBERS EQUITY:
CURRENT ASSETS: CURRENT LIABILITIES:
Cash on Hand Accounts Payable
Cash in Banks Grain Payable
Accounts Receivable Notes Payable
Less: Reserve for Bad Debts Certificates of Indebtedness (1
.....
Yr)
Inventories Accrued Interest
Storage Receivable Accrued Tax/Real Estate
PrePd/Deferred Chgs. Other Accrual Expense
Grain Receivables Storage Payable
Prepaid Storage Income
Grain Contracts Payable
Lease Payable
CURRENT ASSETS CURRENT LIABILITIES
TOTAL TOTAL
LONG TERM LONG TERM
INVESTMENTS: LIABILITIES:
Stocks Notes Payable
Bonds & Securities Land, Bldg, Equip.
Investments Notes Payable/Other

Certificates/Indebt.
Lease Payable
LONG TERM LONG TERM
INVESTMENTS TOTAL LIABILITIES TOTAL
FIXED ASSETS: MEMBERS EQUITY:
Land, Bldg, & Equip. Common Stock
Less Depreciation Res Preferred Stock
Stock Credits

Deferred Patronage
Reserves
Net Fixed Assets Retained Earnings
Net Savings this Yr
OTHER ASSETS TOTAL MEMBERS EQUITY
TOTAL
TOTAL LIABILITIES
NET WORTH
TOTAL ASSETS TOTAL OF BOTH

CERTIFICATION: I certify and declare that the above and/or attached statement and representations constitute a true and accurate account of my financial condition on _____. I agree to and will notify you at once in writing of any materially unfavorable change in my financial condition. I authorized the Oklahoma Board of Agriculture or its authorized agent to verify any part of this financial statement and license application.

Subscribed & sworn to before me this Signature _____ Date _____
_____ Day of _____, _____
Title _____

Notary

(SEAL) (Corporate Seal) My Commission Expires _____
PICS-WH-7a (2/92)
OKLAHOMA DEPARTMENT OF AGRICULTURE Plant Industry & Consumer Services Oklahoma City, OK
73105-4298

SUPPLEMENT TO THE FINANCIAL STATEMENT
FIRM

.....
...
Please list and describe the following assets claimed on page one of the Financial Statement. (You may mMake copies or use the back if needed)

Stocks:
Bonds:
Securities:
Investments:
Other: PLEASE NOTICE: If you use fair market value for your fixed assets, you must have a current appraisal on file with the Department of Agriculture.

Please Attach your most recent PROFIT & LOSS statement.

Application for variance.
Application No. _____
To the _____[Board of Zoning Appeals or Board of Adjustment or as the case may be]

<http://legalmessenger.weebly.com/>

A. Statement of Ownership and Interest.

1. The applicant(s), _____[name(s)], _____[is or are] the owner(s) of property situated at the following address: _____.

2.

The legal description of the property is as follows: _____.

3.

The applicant(s) acquired the above-described property on _____[date].

4.

The _____[applicant's or applicants'] telephone number is _____.

B.

Request.

The _____[applicant requests or applicants request] the following variance(s):

1. Section(s) of Zoning Ordinance concerned: _____.

2.

Description and purpose of use restriction(s) sought to be varied: _____[for example: (a) Reduction in front setback requirements from 35 feet to 28 feet, and (b) increase in unit density for apartment buildings from 1000 square feet to 300 square feet].

3.

Statement of variance sought: _____[for example: To obtain a waiver of the uses permitted in residential zone R-1 by permitting three-family occupancy of the subject property and to obtain a waiver of all provisions set forth in the Denial of Certification or Building Permit as required to permit the proposed construction, as shown on the attached plan drawn to scale].

C. Reasons for Request.

1.

_____ [State reasons in separately numbered paragraphs, for example: The strict application of the above-referenced provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardship inconsistent with the general purpose and intent of the Zoning Ordinance of the _____(Town or City) of _____.

2.

The exceptional or extraordinary circumstances or conditions applying to the _____(property involved or intended use of the property involved or intended development of the property involved) that do not apply generally to other properties or uses in the same zoning district or neighborhood are _____(specify).

3.

The granting of the variance(s) sought will not be a substantial detriment to the public interest or to the property or improvements in the zoning district concerned, and will not materially impair the purpose of the Zoning Ordinance of the _____(Town or City) of _____ because _____(specify).]

4.

Section of Zoning Ordinance proposed for amendment: _____.

5.

Proposed amendatory wording: _____.

6.

Circumstances or changed conditions that justify the proposed amendment: _____.

7. The proposed amendment will clarify or improve the ordinance for the following reason(s): _____. Dated:

Affidavit as to identity of prisoner by officer in asylum state.

Affidavit State of _____ [asylum state] County of _____

_____, of _____ [street address], _____ [city], _____ [county], _____ [state], being first duly sworn on oath, deposes and says:

1.

_____ [He or She] was, on _____, the _____ [office, for example: Chief of Police of the City of _____, State of _____ (asylum state)].

2.

On that date, _____ [he or she] had the physical custody of _____ [name of fugitive], arrested pursuant to an arrest and extradition warrant issued by the governor of the State of _____ [asylum state].

3.

_____ [He or She] has carefully examined the extradition papers forwarded from the State of _____ [demanding state] in the matter of the extradition of _____ [name of fugitive], and particularly the _____ [photograph of the fugitive or fingerprints or indicate other exhibits relating to identification] contained in such papers, which are duly authenticated in accordance with the laws of the State of _____ [demanding state].

4.

Based on that information, _____ [he or she] truly believes the person in _____ [his or her] custody to be the same _____ [name of fugitive] who is the subject of the extradition papers.

Dated: _____.

[Signature] [Jurat]

Powers of executor.

(1). In addition to any powers now or hereafter conferred upon executors by law, including all powers granted under the Independent Administration of Estates Act, the executor shall have the power to: (A). Sell estate assets at public or private sale, for cash or on credit terms. (B). Lease estate assets without restriction as to duration. (C). Invest any surplus moneys of the estate in real or personal property, as the executor deems advisable. (2). The executor may distribute estate assets otherwise distributable to a minor beneficiary to one of the following: (A). The guardian of the minor's person or estate. (B). Any adult person with whom the minor resides and who has the care, custody, or control of the minor. (C). A custodian of the minor under the Uniform Transfers to Minors Act as designated in the California statutory will form. The executor is free of liability and is discharged from any further accountability for distributing assets in compliance with the provisions of this paragraph. (3). On any distribution of assets from the estate, the executor shall have the discretion to partition, allot, and distribute the assets in the following manner: (A). In kind, including undivided interest in an asset or in any part of it. (B). Partly in cash and partly in kind. (C). Entirely in cash. If a distribution is being made to more than one beneficiary, the executor shall have the discretion to distribute assets among them on a pro rata or non pro rata basis, with the assets valued as of the date of distribution.

Option to grantor to repurchase.

1.

The grantor, his [her] heirs and assigns, shall have the option to purchase the property conveyed by this deed from the grantee for _____ dollars at any time after one year from date. The above option shall be a first lien upon the above described property and shall be a covenant running with the land.

2.

If the grantee is sued or goes into the hands of a receiver or into bankruptcy prior to the exercise of the above option, the grantor shall immediately have the right to exercise the option.

3.

The grantee shall, at the time this deed is delivered, execute a deed to the grantor for the property described and place it in escrow at _____ trust company.

4.

The grantor shall exercise his [her] option by giving _____ days' notice in writing of his [her] intention to do so to the grantee and at the expiration of the _____ day period by tender of _____ dollars to the escrow agent, _____ trust company, which shall deliver to the grantor the deed from the grantee to the grantor when the tender is made. If, however, the grantee is sued or goes into the hands of a receiver or into bankruptcy, the grantor may, immediately tender _____ dollars to _____ trust company, the escrow agent, which shall then deliver to the grantor the deed from the grantee to the grantor.

5.

The _____ days' notice which the grantor shall give to the grantee prior to the exercise of the option shall be delivered by registered mail addressed to the grantee at the premises described.

Note in series issued by receiver.

On or before _____ months after date, the undersigned, _____ as receiver of _____, and not individually, promises to pay to the order of _____, at its office in the City of _____, the sum of \$_____, with interest at the rate of _____% per annum.

This note is one of a series of notes issued under the authority of an order of the District Court of the United States, for the _____ District of _____, made _____, in a cause pending in that court where _____ is plaintiff, and _____ is defendant, being consolidated in cause No. _____.

This note is, by the terms of the order, a first lien on all fixed property and assets of _____, owned by it at the date of the order or later acquired by it, and is prior in right to the mortgage of _____ to _____, as trustee.

This note is also, by the terms of the order, a first lien upon the proceeds of any fixed property and assets which shall be sold under the orders of the court, and the receiver is directed to apply all of the proceeds towards the payment of the note.

Payments on account of the principal of this note may be made at any time in the sums of \$_____ or more.

In witness whereof, _____, as receiver, but not individually, has signed this note this _____ day of _____.

Limited partnership for brokerage of real estate.

Agreement of limited partnership made on this _____ day of _____, 19____, by and among _____ BROKERS, INC., A _____ Corporation, as General Partner, and _____ as Limited Partners.

The above named parties agree to form a limited partnership under the Uniform Limited Partnership Law of the State of _____ on the following terms and conditions.

I. Name of Partnership

The name of the Partnership shall be _____ Associates, Ltd. referred to as the "Partnership."

<http://legalmessenger.weebly.com/>

II. Business of Partnership

The Partnership shall be formed for the purpose of engaging in the business of purchasing, owning, managing, leasing, selling and brokering real property, with a particular emphasis to brokering motels, hotels, commercial and multifamily real property for the benefit of the general public and in any other related matters as may be agreed on by the Partners.

III. Certificate of Limited Partnership

The parties to this agreement shall immediately execute a certificate of limited partnership and shall cause the certificate to be filed with the State of _____ Department of State, a certified copy of which shall be filed with the clerk of the circuit court of _____ County, _____. The amended certificates as may be required by the laws of the State of _____ shall be executed and filed by the partners as necessary.

IV. Place of Business

The principal place of business of the Partnership shall be _____ and in those other place or places as may be agreed on by the partners.

V. Contributions-General Partner

(a). Contribution to Capital. The general partner, as its respective share, shall contribute to the capital of the Partnership as follows:

..... Services or Other Property: Agreed Value of Service or

Other Property:

Brokers, Inc. Cash: _____

(b). When Contribution Is To Be Made. The contribution to the capital of the Partnership of the General Partner shall be made on or before _____.

(c). Effect of Failure To mMake Contribution. If the General Partner fails to mMake its entire contribution to the capital of the Partnership on or before _____, this agreement shall be void and of no effect. In the event the General Partner fails to mMake its capital contribution, any contributions to the capital of the Partnership previously made by the Limited Partners shall be returned to the partners who have made these contributions.

VI. Contributions-Limited Partners (a). Contribution to Capital. Each Limited Partner, as his or her respective share, shall contribute to the capital of the Partnership as follows:

Other Property: Agreed Value of Other

Property:

(b). Receipt of Contributions. Receipt of one-half of the capital contributions of each of the Limited Partners as above specified is acknowledged by the Partnership and its members.

(c). Additional Contributions. Each Limited Partner has agreed to contribute as capital the additional one-half balance of their contribution in cash within fifteen days after the initial subscription has been completed.

VII. Duties and Rights of Partners

(a). General Partner: Time To Be Devoted To Business. The General Partner shall devote to the business of the Partnership the following amount of time:

Name Time to Be Devoted

_____ Brokers, Inc. "Full Time"

(b). General Partner: Conflicting Business Activities. The General Partner, during the continuance of the Partnership, shall not pursue, or become directly or indirectly interested in, any business or occupation which is in conflict either with the business of the Partnership or with the duties and responsibilities of the General Partner to the Partnership.

(c). Limited Partners: Participation in Conduct of Business. No Limited Partner shall have any right to be active in the conduct of the partnership's business or have power to bind the Partnership in any contract, agreement, promise or undertaking.

VIII. Distribution of Profits

(a). Determination. The General Partner or successor General Partner shall have the right, except as provided, to determine whether Partnership profits from time to time shall be distributed in cash or shall be left in the business, in which event the capital account of all Partners shall be increased.

(b). Restrictions. Available distributable funds (net profits) shall be distributed, upon the approval of the General

Partner, annually on a non-cumulative basis as follows: 100% to the Limited Partners until the Limited Partners have received a noncumulative annual return of 20% on their original Capital Contribution (the "Priority Distribution"). Annually, cash distributions shall be made 60% to the Limited Partners as a class and 40% to the General Partner. The General Partner shall distribute funds in a timely manner and shall not allow net profits to accumulate excessively.

(c). Distribution of Cash from Sale or Refinancing. Cash distributions from sale or refinancing shall first be distributed to the Partners in proportion to their Capital Contributions to the Partnership until such time as the Partners have received a return of their Capital Contributions (exclusive of the Priority Distributions). Thereafter, distributions shall be 60% to the Limited Partners as a class and 40% to the General Partner.

IX. Profit and Loss Sharing by Limited Partners.

(a). Net Profits. The Limited Partners shall receive the following shares of the net profits of the Partnership: The Partners' taxable income (and loss) will be allocated with respect to operations in accordance with the distribution of available cash to the Partners. Taxable income for sale or refinancing will be allocated to the Partners in proportion to the amounts of those proceeds to which they are entitled, subject to the Partners for tax allocation purposes only making up any negative basis in their Partnership capital account with respect to the allocation of income.

(b). Losses; Share. Each Limited Partner shall bear a share of the losses of the Partnership equal to the share of the profits to which he or she is entitled. The share of the losses of each Limited Partner shall be charged against his or her contribution to the capital of the Partnership.

(c). Losses; Maximum Liability. No Limited Partner shall at any time become liable for any obligations or losses of the Partnership beyond the amount of his or her respective capital contribution.

X. Profit and Loss Sharing by General Partners

(a). Expenses and fees. Expenses and fees incurred in connection with the formation of the business will be reimbursed by the Partnership.

(b). Profits. After provision has been made for the share of profits of the Limited Partners as provided, all remaining profits of the Partnership business shall be distributed between the General Partner in the following proportion:

_____ Brokers, Inc.: _____%

In addition to the above distribution, the General Partner shall receive, on a per-deal basis, an override of 10% of the Partnership gross commissions payable at each closing. The aggregate of these override commissions shall be credited against the 40% due to the General Partner as described above. In no event shall the General Partner receive a total annual compensation greater than 40% of the available distributable income of the Partnership.

The General Partner shall be reimbursed for the following expenses as reflected in Exhibit II to the Agreement to enter into partnership: Travel, auto (gas and oil), entertainment. Each of these expenses, in order to entitle the General Partner to reimbursement, shall be business-related, shall be validated to the satisfaction of the Partnership's accountant, and shall in no event exceed _____ dollars in any year.

(c). Losses. After giving effect to the share of losses chargeable against the capital contributions of Limited Partners, the remaining Partnership losses shall be borne by the General Partner.

XI. Accounting

(a). Books of Account To Be Kept. It is agreed that there shall be kept, at all times during the continuance of this Partnership, good and accurate books of account of all transactions, assets, and liabilities of the Partnership. The books shall be balanced and closed at the end of each fiscal year, and at any other time on reasonable request of any General Partner.

(b). Method of Accounting. All accounts of the Partnership shall be kept on a cash basis. All matters of accounting for which there is no provision in this agreement are to be governed by generally accepted methods of accounting.

(c). Calendar Year Basis. The profits and losses of the Partnership and its books of account shall be maintained on a calendar year basis until otherwise determined by the General Partner.

(d). Place Where Books To Be Kept; Inspection. The Partnership books of account shall be kept at the office of the General Partner, and shall be open for inspection by any Partner at all reasonable times.

(e). Capital Accounts. A capital account shall be maintained on the Partnership books on behalf of each Partner. The account shall be credited with that Partner's contribution to the capital of the Partnership and shall be debited and credited in the manner prescribed by Article XI(f).

(f). Income Accounts. An income account shall be maintained on the Partnership books on behalf of each Partner. The account shall be closed to the capital account of each Partner at the close of each fiscal year.

As soon as practicable after the close of each fiscal year, and at such other times as the Partners may decide, the income account of each partner shall be credited with that partner's distributive share of profits or debited with his or her share of losses.

Any losses to be debited to a Partner's income account that exceed the credit balance of the account shall be debited to that Partner's individual capital account. If, as a result of the debiting a Partner's individual capital account with the excess losses, his or her capital account is depleted, future profits of that Partner shall be credited to his or her capital account until the depletion has been eliminated.

(g). The General Partner shall distribute to the Limited Partners a P&L quarterly statement, which shall be delivered in a timely fashion.

XII. Substitution, Assignments, and Admission of Additional Partners

(a). Substitution for Limited Partners; Sale or Assignment of Interest. No Limited Partner may, without the written consent of all the other Partners, substitute a Partner in his or her stead.

(b). Additional General or Limited Partners. Additional General or Limited Partners may be admitted to the partnership on terms as may be agreed on in writing between all the Partners and the new Partners. The terms so agreed on shall constitute an amendment of this Partnership agreement.

XIII. Termination of Interest of Limited Partner; Return of Capital Contribution

(a). Termination of Interest. The interest of any Limited Partner may be terminated by:

(1). Dissolution of the Partnership for any reason provided.

(2). Agreement of 90% of the Partners.

(3). Consent of the personal representative of a deceased Limited Partner and all of the remaining Partners.

(b). Payment on Termination. On the termination of the interest of a Limited Partner, there shall be payable to the Limited Partner, or to his or her estate, the value of his or her interest, as determined by Article XIII(c), as of the date of termination. The payment shall be made within three (3) months of the termination of the Limited Partner's interest, provided that all funds due have actually been received by the Partnership.

(c). Value of Limited Partner's Interest. The value of a Limited Partner's interest in the Partnership shall be computed by (1) adding the total of (a) the Limited Partner's capital account, (b) his or her income account, and (c) any other amounts owed to him or her by the partnership; and (2) subtracting from the sum of the above totals the sum of the total of all amounts owed by that Limited Partner to the Partnership. For the purposes of valuation, it is agreed that the good will of the partnership business, as well as other intangible items, is not to be valued.

XIV. Term of Partnership; Dissolution

(a). Term; Dissolution. The Partnership term shall commence on _____ at 5:00 P.M., and continue for ten years unless terminated earlier according to the terms of this agreement in one of the following ways:

(1). On the dissolution of the Partnership by law.

(2). On dissolution at the close of the month following the qualification and appointment of the personal replacement having been agreed upon by the Limited Partners in accordance with the terms of this agreement.

(b). Right To Continue Business on Death, Retirement, or Insanity of General Partner. On the death, retirement, or insanity of any General Partner, the remaining Partners shall have the right to elect to continue the business of the Partnership under the same name, by themselves, or with any additional persons they may choose. In the event of death of the General Partner, _____ [one of the Limited Partners] shall serve as the General Partner and _____

Brokers Inc. shall revert to a limited partnership status. If the Partners remaining desire to continue the business, but not together, the Partnership shall be liquidated.

(c). Payment if Partnership Continued. If the remaining Partners elect to continue the business under Article XIV(b), they shall pay to the Retiring partner, the estate of a deceased General Partner, or the legal representative of an insane General Partner, the value of the Partner's interest as determined by Article XIV(d), as of the date of the Partner's death or withdrawal from the Partnership. The payment must be made within three (3) months after the General Partner's death or withdrawal, provided that all funds have actually been received by the Partnership.

(d). Value of General Partner's Interest. The value of a General Partner's interest in the Partnership shall be computed by (1) adding the totals of (a) the General Partner's capital account, (b) his or her income account, and (c) any other amounts owed to him or her by the partnership, and (2) subtracting from the sum of the above totals the sum of the total of (a) his or her drawing account, and (b) any amount owed by him or her to the partnership. For the purposes of valuation, it is agreed that the good will of the Partnership business, as well as other intangible items, not be valued.

XV. Amendments

This agreement, except with respect to vested rights of the Partners, may be amended at any time by a majority vote of the Partners.

XVI. Binding Effect of Agreement

This agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

In Witness the parties have executed this agreement on the date first written above.

Ordinance.

Section 1. An appeal may be made to the board of zoning appeals by any city official or by any person aggrieved by or affected by any decision of any city official or agency in the enforcement of the provisions and regulations of the zoning ordinances of this city. Such appeal shall be made within _____ days from the date of such decision.

Section 2. Every person making an appeal shall file with the board of zoning appeals and with the agency filing the decision appealed from a copy of the application of appeal.

Section 3. The board of zoning appeals shall prescribe the form, scope and content of the application required, and the information to be furnished in connection therewith. No application shall be accepted by the board unless it is complete and in compliance with all such requirements.

Section 4. The application shall be accompanied by a fee in the sum of _____ Dollars (\$_____).

Section 5. On receipt of the application for appeal by the board of zoning appeals, the secretary of the body rendering the decision appealed from or _____[the city clerk or as the case may be] shall transmit to the board of zoning appeals all papers constituting the record on which the action appealed from was made.

Section 6. The filing of an application of appeal shall stay all proceedings and the action appealed from, unless a statement is filed by the agency rendering the decision appealed from that such a stay would pose an imminent peril to life or property. In such cases, proceedings shall be stayed only on a restraining order being issued by the _____[applicable city body, if any] or by a court of this state.

Section 7. The board of zoning appeals shall fix a reasonable time for the public hearing of the appeal, giving public notice thereof, by one publication in a newspaper of general circulation in the city at least _____ days prior to such hearing, as well as due notice to the parties in interest, and shall act on the appeal within a reasonable time. Any party desiring to be heard during the hearing may appear in person or may be represented by an agent or attorney.

Section 8. Before the time set for the public hearing, the board of zoning appeals shall review all materials relating to the appeal, and shall, at the hearing, hear all persons interested in the subject matter.

Section 9. After the public hearing, the board of zoning appeals, on good cause being shown, shall confirm wholly or partly, modify or reverse the decision from which the appeal is made, shall report such action in the minutes, and shall notify all interested parties of its decision.

South Carolina—Warehouseman's bond.

PLEASE READ INSTRUCTIONS ON BACK BOND NO. _____

STATE OF SOUTH CAROLINA

DEPARTMENT OF AGRICULTURE

WAREHOUSE DIVISION

WAREHOUSEMAN'S BOND

For Storage of Agricultural Commodities

KNOW ALL MEN BY THESE PRESENTS: That we _____(Name of Warehouse) _____ of _____, as principal and _____(Name of Surety Company) of _____(Home office address), as Surety, are held and firmly bound unto THE COMMISSIONER OF AGRICULTURE FOR THE STATE OF SOUTH CAROLINA, and his successors in office, for the use and benefit of every person establishing legal rights hereunder, in the full and just sum of TWENTY FIVE THOUSAND AND No/100 DOLLARS, (\$25,000), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Whereas, by South Carolina Code Section 39-22-20 (1990), warehousemen storing agricultural commodities in the State Warehouse System are required to obtain a license from the Commissioner of Agriculture for the State of South Carolina and to give bond in such form and amount and conditioned upon full compliance with the provisions of Section 39-22-10, et seq., and any rules and regulations promulgated thereunder or amendments thereto.

Now, therefore, the condition of this obligation is such that if the above-named principal shall faithfully and truly perform and fulfill all duties as required by the State Warehouse System, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond shall be effective from the _____ day of _____, _____, and shall continue in effect until

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terminated by mutual agreement or cancelled as herein provided. The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims which may accrue during the term hereof. The surety may withdraw from this bond by giving 90 days written notice by registered mail to the Commissioner of Agriculture, provided such withdrawal shall not release said surety from any liability existing hereunder at the time of the effective date of said withdrawal.

Signed, sealed and dated this _____ day of _____, _____

In the presence of: _____ Principal (Name of Warehouse) (Seal) _____ Witness to the Principal By:

_____ Surety (Seal) _____ Witness to the Surety By: _____ Countersigned by South Carolina Agent:

_____ Signature: _____ Address: _____, South Carolina

(A copy of the Power-of-Attorney for the person executing this bond for the surety must be attached.)(This bond must be countersigned by a South Carolina agent of the surety.) (When completed, this bond should be mailed to S. C. Department of Agriculture, P. O. Box 11280, Columbia, S. C. 29211.)

INFORMATION FOR THE PREPARATION AND EXECUTION OF THIS SURETY BOND

A. The name of principal of the bond must be correctly stated. It must agree with the name in which the applicant for license will conduct business.

The name in which business is conducted should follow the name or names of the principal where the applicant does business in a fictitious name. Examples: Individual operating in own name: "John Doe" Individual owner operating in another name: "Richard Roe d/b/a "Farmer's Warehouse" Partners operating in another name: "John Doe, Richard Roe, and Mary Doe d/b/a Acme Warehouse" Corporation operating in own name: "ABC Bonded Warehouse (a corporation)" Corporation operating in another name: "John Doe Enterprises, Inc. d/b/a Superior Storage"

B. Execution by Principal

If the principal of this bond is:

1. 2. 3. An individual: A partnership: A corporation: this bond must be signed by the principal. this bond must be executed in the name of the partnership and signed by the partners. this bond must be executed in the name of the corporation, by its President or Vice President, with impression of corporate seal affixed.

C. Execution by Surety

1.

Must be a properly authorized person whose title should be shown with impression of corporate seal of the surety affixed.

2.

Copy of the Power of Attorney of that person must be attached to the bond.

D. Countersigning of the bond should consist of the typed name, signature, and mailing address of a licensed agent of the surety who is registered with the South Carolina Insurance Commissioner.

Renunciation of community property rights.

I, _____, the wife of _____, the mMaker of the foregoing will, having read it in its entirety, and clearly understanding that my husband by his will disposes not only of all of his separate estate, but also all of our community property, in case there is any such, including the share thereof which I am entitled to tMake and receive by law upon his death, as well as his own share or interest therein, being fully convinced in my own mind of the reasonableness and equity of the will and all of its provisions, including disposition at the death of my husband of all of our community property thereunder, hereby waive all claims to my share of any community property, and any and all other claims, rights, interests and estates which I may have at the time of the demise of my husband, upon or in all of his separate property and all of our community property, including all of his property exempt from execution and my right to a probate homestead, but not including, however, and expressly excepting therefrom my right to a family allowance out of the estate of my husband during the probate administration thereon, and I hereby accept such of the provisions of the will as apply to or concern me, except as above expressly excepted.

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In witness whereof, I have hereunto set my hand on _____[date], at the city of _____, county of _____, state of _____.

Conditional uses.

Section _____. The uses listed in Section _____ of this ordinance have been declared uses that under certain circumstances may be in conflict with the objectives of the general zoning plan. In light of this possible conflict, the uses listed in this ordinance will be permitted only on granting of a Conditional Use Permit after application to the _____[zoning board].

Paragraph 1. Application shall be made on a form prescribed by the _____[zoning board].

The application must contain the following information, and no application shall be heard that does not contain this information.

(a). Name and address of applicant.

(b). Statement of ownership of the questioned property executed by the owner or the owner's agent under penalty of perjury.

(c). Description of the property, including legal description and address, and common means of identification.

(d). Map of the boundaries of the parcel and each separate lot or parcel within 300 feet of the exterior boundaries thereof; together with a list of the names and addresses of the last known owners of public record of each parcel.

(e). A statement indicating the precise manner of compliance with each of the applicable provisions of this ordinance together with any other information pertinent to the findings prerequisite to the granting of a use permit, prescribed in _____[applicable sections] of this ordinance.

(f). An accurate scale drawing of the site showing the contours at intervals of not more than _____ feet and the locations of any existing and proposed streets, property lines, uses, structures, driveways, pedestrian walks, off-street parking and off-street loading facilities and landscaped areas.

(g). Such other information, plans, maps, diagrams and information that may be necessary to assure full presentation of pertinent facts for the record and to assist the _____[zoning board] in making a determination.

Paragraph 2. The application must be accompanied by a receipt showing that the application fee of _____ Dollars (\$_____) has been paid.

Paragraph 3. The _____[zoning board] shall hold a public hearing within _____ days after acceptance of the application.

(a). Notice of the time and place and purpose of each public hearing shall be given as follows:

At least _____ days prior to the date set for the hearing, and not before _____ days prior to that date, the _____[officer, such as: city clerk] shall see that a notice thereof is mailed to each property owner whose name and address appears on the list accompanying the application as required by Paragraph 1(d) above. The notice must give the date, time and place of the hearing, the name of the applicant, the request of the application, the identification of the subject property and such other information as may be prescribed by the _____[zoning board] in any individual case. In the event there are more than _____[number] such property owners listed as required by Section 1(d) above, the _____[city clerk] may, in lieu of the mailing required in this ordinance, cause a notice to be published in a newspaper of general, local circulation at least _____ times each week, for _____ weeks prior to such meeting, and shall also post notices in conspicuous places, including the city hall, and at a location close to the subject property at least _____ days prior to the hearing.

Paragraph 4. The _____[zoning board] shall receive, investigate, hear and decide every application for a use permit which meets the qualifications of Sections 1 and 2 of this ordinance.

Paragraph 5. The _____[zoning board] may grant the use permit provided that it is established by evidence presented to the board that the proposed use is in accordance with the provisions of the general plan and this ordinance, and further that the following qualifications have been met:

(a). The location of the proposed use is compatible to other land uses in the general neighborhood area and does not place an undue burden on existing transportation, utilities and service facilities in the vicinity.

(b). The site is of sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this ordinance.

(c). The site will be served by streets of sufficient capacity to carry the traffic generated by the proposed use.

(d). The proposed use, if it complies with all conditions on which approval is made contingent, will not adversely affect other property in the vicinity or the general welfare of the city.

Paragraph 6. The _____[zoning board] may deny the application for a use permit.

Paragraph 7. In approving any application for a use permit, the _____[zoning board] may require higher standards of site development than listed for such use in this ordinance and may mMake approval contingent on the acceptance and observance by the applicant of specified conditions relating to, but not limited to, the following considerations:

- (a). Conformity to plans and drawings submitted with the application;
- (b). The provision of open spaces, buffer strips, screen walls, fences, hedges and landscaping;
- (c). The volume of traffic generated, vehicular movements within the site, and points of vehicular ingress and egress;
- (d). Performance characteristics related to the emission of noise, vibration and other potentially dangerous or objectionable elements;
- (e). Limits on time of day for the conduct of specified activities;
- (f). Guarantees as to compliance with the terms of the approval.

Paragraph 8. Within _____ days following the date of a decision of the _____[zoning board] on a use permit application, the decision may be appealed to the _____[board of zoning appeals or as the case may be] by the applicant or by any other interested party. An appeal must be in a form prescribed by that board and shall be filed with the _____[secretary] of that board. The appeal shall state specifically the error or abuse of discretion claimed to have been committed by the _____[zoning board], or shall state the reasons that appellant considers the ruling not supported by the evidence.

An appeal filed by any person other than the original applicant or the original applicant's agent shall be subject to a filing fee, and may not be accepted without such fee.

Within _____ days of receipt of the appeal, it shall be transmitted to the _____[city clerk] who shall compile all the evidence presented at the hearing on the application, and all other pertinent information that is part of the record, including the original application, the appeal, the maps and drawings of the subject property and surrounding area as required by Paragraph 1(d), the minutes of the hearing, and the findings and decision of the hearing board. Notice shall be given to the appellant and to the applicant, if they are not the same person, and may be given to any other interested parties, of the date, time and place the appeal will be considered.

Paragraph 9. Within _____ days the _____[board of zoning appeals] may on its own initiative begin proceedings to review the decision made on the application by the hearing board.

Within _____ days after the _____[appellate board] has tMaken such action, the _____[title of officer] shall collect all relevant information, as described in Paragraph 8, and transmit the same to the _____[appellate board]. The _____[officer] shall also notify the applicant and any other interested parties of the decision of the _____[appellate board] within this period of the action tMaken, and the time at which the matter of the application will be formally reviewed by the _____[appellate board].

Paragraph 10. Should an appeal be tMaken by the applicant or any other interested party, or should the _____[appellate board] itself decide to review the _____[zoning board's] decision, the _____[appellate board] shall hold a public hearing within _____ days after such appeal has been filed or decision to review has been made.

All evidence given at the original hearing may be admitted at this hearing without representing it.

The _____[appellate board] may affirm, reverse or modify the original decision on the application, provided that if the decision is to reverse a denial of the application, or to modify a granting of the application, the board must mMake findings pursuant to Paragraphs 5 and 7 of this ordinance.

Paragraph 11. The use permit granted shall become effective _____[date beyond which appeal or review is possible] days after its granting, or affirmation or modification by the _____[appellate board].

Paragraph 12. Unless a renewal of the use permit is requested, it shall lapse _____ days after its issuance unless prior to that date a building permit has been issued and construction is commenced and diligently pursued. A request for a renewal must be accompanied by a statement under penalty of perjury by the applicant or the applicant's authorized agent stating the reason no building permit has been issued and/or the reason no construction has been commenced. A use permit may be renewed by the _____[zoning board] for a period of _____ days. Within _____ days following the denial of a request for renewal, an appeal may be tMaken to the _____[appellate board], which shall render a decision on the denial of this request within _____.

Paragraph 13. On violation of any of the provisions of this or any other applicable ordinances by a holder of a use permit, or on failure of the holder to comply with conditions of a use permit granted on conditions, the use permit shall be suspended automatically. A hearing shall be called within _____ days, and at the hearing the _____[appellate board] must be satisfied that either the violation has been discontinued or the conditions met; otherwise the permit will be revoked.

Inventory security agreement.

_____ [date]

The undersigned ("debtor"), whose place of business is _____ Street, _____ City, _____ County, _____ State, to secure indebtedness of _____ dollars (\$_____) and all other liabilities of debtor to the _____ Bank, _____ [address] ("bank"), represents and agrees as follows:

1. Other places of business.

(a). Debtor has no place of business located outside of the county above stated, except: _____ Street, _____ City, _____ County, _____ State.

(b). Debtor will promptly advise bank in writing of the opening or closing of any place of business.

2. Definitions. As used in this agreement:

(a)

"Liabilities" includes the above-described indebtedness of debtor to bank, and all other indebtedness of debtor to bank of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or in the future arising and however evidenced;

(b)

"Collateral" means the various items of inventory described below or on invoices or schedules attached to and made a part of this agreement, and all replacements of and accessions to that inventory, all of which have been or will be paid for, in whole or in part, by debtor or by bank with the proceeds of loans or advances made by bank to or for the account of debtor.

Quantity Description Serial No. Motor No. Amount

.....				
.....				
.....				

Total amount* \$.....

*Must agree with amount of above indebtedness.

3. Security for liabilities. As security for all liabilities, bank is here granted and shall have a security interest in the following:

(a) The collateral;

(b)

All goods, instruments, documents of title, policies and certificates of insurance, chattel paper, deposits, money or other property now or in the future owned by debtor or in which debtor now has or in the future acquires an interest and which is now or in the future in possession of bank or as to which bank now or in the future controls possession by documents of title or otherwise, whether or not representing, evidencing or relating to the collateral;

(c)

The proceeds and products of all the above items described in (a) and (b) of this section 3, including all accounts arising from the sale or lease of all or any part of the collateral.

4. Disbursement authorization.

(a). Bank is authorized to disburse the loan proceeds as follows: _____.

(b). Debtor agrees to deliver to bank (or to an agent or trustee acting for bank) and bank is authorized to receive and hold the manufacturer's statement of origin or the certificate of title to any motor vehicle which comprises a part of the collateral.

5.

Debtor agrees to hold the collateral in trust for bank with liberty to sell and, with prior written consent of bank, to lease the collateral.

6.

Debtor will not permit any security interest to attach to the collateral or the proceeds of it except that which is evidenced by this agreement.

7.

Debtor will protect and care for the collateral and will, upon request, deliver same to bank. Bank shall have the right at all times to enter the premises where the collateral is located for the purpose of examining, counting and protecting same. Debtor agrees to keep bank informed at all times concerning the location of the collateral.

8.

Each document which secures the liabilities will be delivered or returned to bank upon request and in any event, with or without request, not later than 21 days after the date of the document if debtor has not prior to that time obtained possession of the goods represented by that document.

9.

Debtor will keep the collateral insured in such companies, in such amounts, and against such risks as shall be acceptable to bank, with satisfactory loss payable clauses in favor of bank. Debtor will deposit the policies with bank. Debtor here assigns to bank any return or unearned premium due upon cancellation of any such insurance and directs insurer to pay to bank all amounts so due. All amounts received by bank in payment of insurance losses or return or unearned premium may, at bank's option, be applied on any of the liabilities, or all or any part of those amounts may be used for the purpose of repairing, replacing or restoring the collateral. If debtor fails to maintain satisfactory insurance, bank shall have the option so to do and debtor agrees to repay with interest all amounts so expended by bank.

10.

Bank is here appointed debtor's attorney in fact to make adjustments of all insurance losses, to sign all applications, receipts, releases and other papers necessary for the collection of any such loss and any return or unearned premium, to execute proofs of loss, to make settlements, and to indorse and collect any check or other item payable to debtor issued in connection with such loss.

11.

Debtor agrees to deliver to bank when requested, and in any event not less frequently than once each year, a balance sheet, profit and loss statement and reconciliation of surplus of debtor and if requested by bank such financial statements shall be prepared and certified by an independent public accountant acceptable to bank. Debtor also agrees to permit any employee or representative of bank to examine all of debtor's books and records at any time during normal business hours. Debtor represents and warrants to bank that all financial statements and credit applications furnished to bank have and will accurately reflect the financial condition and operations of debtor at the times and for the periods stated in those documents.

12.

If any part of the collateral is sold, debtor agrees to keep the proceeds of each such sale duly earmarked and separate from debtor's funds and to remit such proceeds to bank promptly in the form received by debtor. Debtor agrees not to lease any of the collateral without prior written consent of bank and bank is here granted a security interest in each such lease and in all amounts due and to become due under it, which lease and amounts debtor agrees to assign to bank by separate instrument at bank's request. If debtor collects any amount due under any such lease, such amounts shall be duly earmarked and kept separate from debtor's funds and shall be remitted by debtor to bank promptly in the form received by debtor.

13.

Debtor agrees to pay to bank on demand all expenses, including reasonable attorney fees, incurred by bank in protecting or enforcing its rights in the collateral. After deducting all of those expenses, the residue of any proceeds arising from the collateral shall be applied on the liabilities in such order of preference as bank shall determine. Any excess, to the extent permitted by law, shall be paid to debtor, who shall be liable for any deficiency.

14.

Bank shall not be deemed to have waived any of its rights in any collateral unless such waiver be in writing and no delay or omission by bank in exercising any right shall operate as a waiver of that right or of any other right. Bank shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in _____[state].

15. The occurrence of any of the following events shall constitute a default under this agreement:

(a) Failure by debtor to pay any of the liabilities when due by acceleration or otherwise;

(b)

Failure by debtor to observe or perform any of the provisions of this agreement or of any instrument or agreement pertaining to the collateral or to any liability;

(c)

The making or furnishing by debtor to bank of any representation, warranty, financial statement or other information which is materially false;

(d)

Death of debtor if an individual, dissolution of debtor if a partnership, or the beginning of any action or proceeding to dissolve debtor if a partnership or a corporation;

(e)

The commencement of any action or proceeding by or against debtor under the Bankruptcy Act or under any other present or future state or federal law for the relief of debtors, or the appointment of a receiver or trustee for debtor or any substantial part of debtor's assets, or the issuance of an attachment or the entry of a judgment against debtor, the effect of which is not stayed within 10 days;

(f)

Bank shall deem itself insecure, in good faith believing that the prospect of payment of any of the liabilities or performance of this agreement is impaired;

(g)

Sale or other disposition by debtor of the collateral or of any substantial portion of debtor's assets or property, except for full value in the ordinary course of business.

Upon occurrence of any event of default, bank is authorized in its discretion to declare any or all of the liabilities to be immediately due and payable without demand or notice to debtor and may exercise any one or more of the rights and remedies granted pursuant to this agreement or given to a secured party under the Uniform Commercial Code as enacted in _____[state], including without limitation the right upon default to take possession and sell, lease or otherwise dispose of the collateral and any proceeds of the collateral.

16.

This agreement shall be governed by the laws of the State of _____ in every respect, shall inure to the benefit of bank, its successors and assigns and to any other holder who derives from bank title to or an interest in any liabilities, and shall be binding upon debtor and the heirs, executors, administrators, successors and assigns of debtor. Bank is authorized to fill in any blank spaces in this agreement to correct patent errors in this agreement, to complete or correct the description of the collateral and to date this agreement. All notices to debtor shall be deemed sufficiently given if mailed to debtor at the address first above stated. If there be more than one debtor, their obligations under this agreement shall be joint and several.

17.

This agreement and the security interest in the collateral created by this agreement shall terminate when the liabilities have been paid in full. Prior to such termination, this shall be a continuing agreement.

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_____, Debtor By _____

Application to zoning board of appeals for variance from zoning restrictions.

Board of Appeals on Zoning City of _____[address]

Application for Variation From the Requirements of the Zoning Ordinance

Names and Addresses

Applicant: _____ Address: _____

Owner: _____ Address: _____

Lessee: _____ Address: _____

Location: _____ Avenue: _____ Block: _____

.....Lot: _____

(As shown on the tax map of the City of _____) To the Zoning Board of Appeals: Application is made for a variation from the requirements of Section _____ of the zoning ordinance, under the discretionary power vested in that board, to: Permit the premises to be used as _____[state use, such as: a boarding home conducted by a practical nurse or a convalescent home]. Premises affected are situated at _____[address], _____[city], _____ County, _____[state], and known as _____.

Description of Proposed or Existing Building

(1). Size of building: _____.

At street level: _____.

Height: _____.

(2). Occupancy (of each floor): _____.

(3). Zoning district: _____.

(4). Date of erection: _____.

(5). Character of construction: _____[explain construction, such as: stone, brick, hollow tile, stucco, fire-retarding].

(6). Inside or outside fire limits? _____.

(7). Has there been any previous application or appeal on these premises? _____.

(7a). If so, state result: _____.

(8). Is there a school or hospital within _____ feet or in same block on either side of the street? _____.

(9). Does appellant rely on a nonconforming use? _____.

(10). Is the proposed change or use prohibited by ordinances of the city other than the zoning ordinance? _____.

Attached hereto and made a part of this application, applicant submits the following:

(a). A plot plan showing block and lot numbers, and existing and proposed structures with necessary dimensions indicating yard spaces and adjoining structures when required. (b). A statement of the principal points on which applicant bases his application, with description of proposed work, if any. (c). A ground and typical floor plan of building with all necessary measurements. (d). Affidavit of ownership. Dated: _____ [Signature of applicant]
[Attachments]

Where third parties furnish consideration for leases.

This agreement made _____[Date], by A as trustee with B, C and D, for the benefit of A, B, C and D, witnesseth:

Whereas, heretofore, A as trustee has entered into a 99-year lease, hereinafter called K lease, dated _____, 19__, from K demising _____ for term commencing _____, 19__, and ending _____, 19__; and

Whereas, it is anticipated that A will shortly enter into two additional 99-year leases one of them to be from L, hereinafter called L lease, demising premises in _____, described as _____, and the other from M, hereinafter called M lease, demising premises in _____, described as _____, each of said two leases to be hereafter entered into by A as lessee and trustee for a term commencing _____, 19__, and ending _____, 19__; and

Whereas, K lease provides for a rental of \$_____ per year for first _____ years, \$_____ per year for next

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_____ years, _____ dollars for next _____ years and \$_____ per year for balance of term; L lease provides for rental of \$_____ per year for first _____ years, _____ dollars for next _____ years, and \$_____ per year for the balance of the term and M lease, provides for a rental of _____; and

Whereas, A for convenience executed K lease and will execute L and M leases on behalf of himself and B, C, and D in proportions hereinafter stated; that is, beneficial interests to said leasehold estates and proceeds thereof are to be vested in parties hereto in proportion hereinafter set forth; and,

Whereas, parties hereto desire to mMake clear status of ownership of leasehold estates with reference to their respective rights therein and their respective contributions;

Now, therefore, in consideration of premises and the mutual terms and conditions hereinafter set forth, it is mutually agreed by and between parties hereto as follows:

1.

A hereby declares to other parties hereto that he, A, entered into K lease as trustee for benefit of himself and other parties hereto and he will hold leasehold estate in premises therein described in trust for the various parties to this instrument as more particularly set forth in paragraph 3 below.

2.

A further declares to and with other parties hereto that as and when he enters into said proposed L and M leases he will hold title to leasehold estates thereunder as and when created in trust for the various parties to this instrument as more specifically set forth in paragraph 3 below.

3.

The beneficial interests of parties hereto to the K, L and M leasehold estates and proceeds and avails thereof are as follows: _____. It is further agreed that the capital contribution of each party hereto has been paid in cash, except that of A of which contribution \$_____ has been paid in cash, and _____ dollars in promotional and other services rendered and to be rendered by him in negotiating and acquiring said leasehold estates, and parties hereto recognize value of said services to be \$_____.

4.

As payments provided for in said leases become due or any other amounts are required to be paid in connection with leasehold estates and buildings thereon, acquired or to be acquired by A, they will be paid by parties hereto in proportion to their interests set forth in paragraph 3 above.

5.

All other costs and expenses incurred in execution of said leases shall be paid by parties hereto in the same proportion set forth in paragraph 3 above; and each of said parties hereby agrees promptly to pay the amount of his respective share of said costs and expenses on demand.

6.

If any party hereto fails to pay the amount required to be paid by him under this agreement, and his default continues for _____ days after written demand to pay same from A delivered to him, either personally or by registered mail, addressed to him at the last address furnished to A by him, then any party or parties hereto, who shall not be in default under this agreement, may pay the amount required to be paid by the party in default and thereupon the beneficial interest of any party making such payment shall be increased by the percentage which the amount of such payment by him bears to the total investment of parties hereto at such time, and the beneficial interest of the party so in default shall be decreased by a corresponding percentage.

7.

A agrees that he will not sell, encumber or otherwise dispose of the leasehold estates acquired or to be acquired by him for the benefit of the parties hereto without being authorized to do so by not less than two-thirds in amount of the beneficial interests hereunder; and the parties hereto hereby authorize A to sell, transfer, encumber or otherwise dispose of said leasehold estates and any of them at any time upon the authorization and direction of not less than two-thirds in amount of the beneficial interests hereunder. Upon sale of the leasehold estates, the net proceeds derived therefrom after deducting all expenses, shall be distributed among the parties hereto in the following manner:

a.

There shall first be repaid to the parties hereto the amounts of their respective capital contributions without interest, except that the amount paid to A shall be his capital contribution less the sum of \$_____.

b.

Any remaining amount realized from the sale of the leasehold estates shall be distributed among the parties hereto according to their respective beneficial interests therein.

8.

A shall have power by and with consent of a majority in amount of beneficial interests hereunder, to manage and operate the leasehold estates and buildings thereon; to execute and renew leases, collect rents and in general to do all things necessary and requisite for management, maintenance and preservation of leasehold properties; provided that nothing herein contained shall require A to attend to such management personally, and he shall have the right to employ rental and other agents in his discretion to manage property and collect rents.

In witness whereof parties hereto have set their hands and seals the day and year first above written.

Notice—Hearing date and requirement of notification of other property owners.

To _____[applicant]: _____[address] _____[Salutation]

Your application, under the Zoning Ordinance, in re the premises at _____[address], _____[city], _____ County, _____[state], has been given Calendar No. _____.

Below is a copy of a form letter, of which you must make the necessary copies, and then send one to each of the property owners as per enclosed list. Within _____ days you must file in this office a verified statement that you have served by registered mail a copy of this notice on each of such owners.

A hearing will be held on such application by the zoning board of appeals on _____[date], at _____[time], in _____[room], City Hall Building, and you must be present, either in person, or by agent or attorney.

Dated: _____

Respectfully, [Authorized signature]

[Attachment]

Life estate in real property.

I give _____[describe real estate] to my wife, _____, for the term of her life to have the possession and management thereof, with power to lease and encumber the same but with no power to sell the same or any part thereof, and she shall have the net income therefrom absolutely as her property after paying out of the gross income therefrom all taxes and assessments thereon, costs of adequate insurance on the improvements thereon, expenses of keeping the property in good condition and all other expenses in the management and care of the property; and she as life tenant of said property shall have power to do all and any of the above-mentioned things in this _____ paragraph as fully as I, if alive, might do, upon such terms and conditions and at such times as she in her unrestricted discretion shall determine, and in no such matter or matters shall she be under obligation to seek the permission of, or to account to, any court or to any other person, and in no such matter or matters shall she be under any personal liability resulting therefrom or from what she does or does not do in regard thereto; provided that she shall have no power to dispose of said real estate by her will and provided further that on her death said real estate with all the improvements thereon and appurtenances thereto shall vest in fee in _____.

Partnership interest.

_____, as executor and trustee under this instrument, is hereby authorized to enter into contract with the surviving partners of _____[name of firm], referred to in this instrument as "partnership," substantially as follows:

1.

In no event shall my executor or trustee become a partner with surviving partners, but either it or a person it shall nominate to represent it may become a subpartner of one or more, but not of all, surviving partners.

2.

The interest of my estate in the capital, goodwill and business of partnership may be assigned and transferred to one or more, but not all of surviving partners, upon agreement and consideration that transferees shall together with other surviving partners constitute themselves a new partnership to which all of the assets of partnership and its goodwill, and all right to use names shall be contributed, including all interest so transferred, the new partnership to be formed under an agreement, the terms of which shall be approved by trustee, to continue for a period of not more than _____ years. Under the new partnership agreement the transferees of the interest of my estate in old partnership shall receive and be entitled to an interest in both profits and assets, at least equal to the proportion of interest of my estate to all of the other capital, provided personal services may be compensated by salaries as trustee may approve, but except as agreed upon, salaries shall not be payable in excess of the stipulations for such salaries.

Transferees of interest of original partnership shall covenant and agree to hold, account for in trust, and shall be held to have assigned and transferred to trustee or its nominee under this instrument, but only as a subpartner, such interest in the interest of transferees in new firm, both in income, profits and assets distributable to transferees as partners in new firm, as trustee shall require, which shall not be less than such an interest in the entire income and assets of new partnership, as the proportion at the time of my death of the interest of my estate in all of the then property of partnership, inclusive of a reasonable valuation for goodwill and use of name.

Trustee is entitled and authorized, by way of loan, but not by way of contribution of capital, or in any way becoming involved or liable as a general partner of new partnership, to devote to or invest with it not exceeding _____ of my general estate, outside of partnership assets, and to invest and reinvest such amount from time to time, but at no time an aggregate in excess of such amount from such general assets.

Surrogate and husband.

[Surrogate's name], surrogate, and [surrogate's husband's name], her husband, hereby agree to hold _____, or his [her] associates of _____, _____, _____ free and clear of any and all fault and/or liability in connection with the artificial insemination of [surrogate's name], surrogate, with the semen of [natural father's name], natural father. However, nothing in this release shall be construed as an attempt by the above-named physicians and or their associates to exonerate themselves or otherwise limit their liability in the event of personal malpractice.

(1). It is understood that a physician can only advise the surrogate to abstain from sexual activity. He or she cannot control or diagnose sexual relations the surrogate may have had at or about the date(s) of her insemination. A pregnancy test may not show a pregnancy if conception has only recently occurred. An HLA paternity test will show whether the semen donor is the father, it is not in any way a guarantee that the semen donor will be the father of the child born to the surrogate.

(2). It is further understood that the physician cannot be professionally responsible if the surrogate fails to keep her prenatal appointments in the event of an obstetrical problem.

[Surrogate's name], surrogate, and [surrogate's husband's name], her husband, agree to give immediate custody of the child she is to conceive and deliver to [natural father's name], its natural and biological father, as agreed in the Surrogate Parenting Agreement.

Surrogate

Surrogate's Husband

[Acknowledgment]

Agreement between owner and municipality to change zone.

This agreement is made on _____[date], between _____, of _____[address], _____[city], _____ County, _____[state], here referred to as owner, and the mayor and _____[City Council] of the City of _____, _____ County, _____[state], a municipal corporation of the State of _____, here referred to as city.

RECITALS

A. Owner is the owner of property at _____[location], more particularly described as follows: _____[set forth legal description].

B. It is proposed to request of the mayor and _____[City Council] of the City of _____ to change from the residential use district to the _____[light commercial use or as the case may be] district the property on the _____[south] side of _____, _____[west] of _____, being the area outlined in red on the plat accompanying this agreement, and being property now vested of record in owner.

C. Owner has agreed to develop the above-mentioned property as a _____[specify use] in consideration of city's changing the zone in which the property is located to a _____[light commercial use or as the case may be] district and owner further agrees, as a part of such consideration, to lay out, develop and maintain the _____ as set forth below.

In consideration of the foregoing and of the mutual promises and obligations of the parties set forth below, the parties agree as follows:

SECTION ONE.

OWNER'S OBLIGATIONS

1.1. Owner will lay out, develop and maintain the above-mentioned property as a _____[specify use, such as: bed and breakfast facility] only.

1.2. Owner shall so lay out and develop the above-mentioned property that the entrances and exits to and from the property shall be on _____ Street only, and not on _____ Street.

1.3. Owner will provide and maintain within the area of the above-described property adequate off-street parking facilities on the _____[west] side of the residence now existing on the property.

1.4. Owner will _____[mMake provision for guest reception within the off-street areas of the above-mentioned property] and not on the public streets.

1.5. Owner shall comply with all applicable rules, regulations, ordinances and laws of the City of _____, _____ County, _____[state].

SECTION TWO.

CONSEQUENCES OF CHANGE IN USE

2.1. Owner will use the above-mentioned property for the purpose of conducting a _____[specify use, such as: bed and breakfast facility] only and, if at any time following the enactment of the ordinance referred to in this agreement, such property shall not be used as a _____[bed and breakfast facility], the ordinance shall be immediately and thenceforth considered abrogated and repealed, and the zoning classification shall immediately and automatically revert from that of _____[light commercial] use district to residential use district.

2.2. If a new ordinance is required to change the property from _____[light commercial] use district back to residential use district, as referred to in 2.1, above, owner will not object to or oppose such an ordinance in any way, directly or indirectly.

SECTION THREE.

ENACTMENT OF ORDINANCE

At the earliest possible time after execution of this agreement, city shall enact an ordinance changing from the residential use district to the _____[light commercial use or as the case may be] district the property on the _____[south] side of _____, _____[west] of _____, being the area outlined in red on the plat accompanying this agreement, and being property now vested of record in owner.

SECTION FOUR.

PARTIES BOUND

This agreement shall be binding on and enforceable against the parties to this agreement, their heirs, successors and assigns, and all subsequent owners, their respective heirs, successors and assigns, of the property described in this agreement.

SECTION FIVE.

RECORDATION OF AGREEMENT

An executed copy of this agreement shall be recorded among the land records of the City of _____ at _____[specify filing

office, such as: in the Office of the Clerk of _____ County, _____(state)]. In witness whereof, the parties have executed this agreement at _____[designate place of execution], on the day and year first above-written.
[Signatures] [Attach plat]

Oil and gas storage.

Section 1. Petroleum products storage, as a principal use, for wholesale or retail distribution, of more than 100,000 gallons aggregate storage capacity, subject to the Fire Prevention Code of the National Board of Fire Underwriters, may be permitted as a conditional use in industrially zoned districts, subject to the following requirements:

(a). All storage tanks and loading facilities shall be located at least _____[number] feet from any exterior property line.

(b). All storage tanks and loading facilities shall be located at least _____[number] feet from any exterior property line bordering a residentially zoned district.

Section 2. As a prerequisite to approval of an application for the conditional use specified in Section 1, above, the _____[specify legislative body, such as: Town Council] must find that:

(a) The use of the proposed site for petroleum storage will not endanger the safety of residential or other properties in the area; and

(b) Vehicular access to the storage facility will be provided from major thoroughfares and will not require the use of minor residential access streets for access to the site.

Section 3. The underground storage of not more than 100,000 gallons of petroleum, accessory to permitted motor vehicle service stations, is permitted in _____[specify zoning districts, such as: neighborhood business, general business, light industrial and general industrial districts] subject to regulations pertaining to accessory uses in those districts and also to the Fire Prevention Code of the National Board of Fire Underwriters.

Memorandum forms.

[Place and date]

1.

Seller: _____.

2.

Buyer: _____.

3.

Goods sold: _____.

4.

Quantity: _____.

5.

Quality: _____.

6.

Price: _____.

7.

Point of delivery: _____.

8.

Time of delivery: _____.

9.

Destination: _____.

10.

Terms of payment: _____.

11. Special conditions: _____. The above is a correct statement of the terms and conditions of a sale negotiated this date between the parties and agreed to, subject to the terms and conditions printed on the back of this agreement, which are made a part of this contract. This contract shall be effective only when executed by the properly authorized representatives of the parties which execution shall be completed not later than _____[date]. [Signatures]

Collateral control agreement.

_____ Warehouse Company

Collateral Control Agreement

This agreement, made and entered into this _____ day of _____, _____, in the City of St. Louis, State of Missouri, by and between _____ Warehouse Company, a Missouri corporation, hereinafter referred to as "_____", and _____ hereinafter referred to as "Customer,"

Witnesseth:

Whereas, _____ is a Collateral Control Company and as such, has available the facilities for field warehousing service, inventory certification service, and other inventory control services;

And whereas, Customer in connection with the conducting of Customer's business, desires to employ _____ to perform such services for Customer.

Now, therefore, in consideration of the premises and of the mutual agreements herein contained and of the payment by Customer to _____ of the sums hereinafter specified, it is agreed as follows:

1.

_____ agrees to furnish and Customer hereby employs _____ to furnish all field warehouse service required by Customer or used in Customer's business and all field warehouse service conducted in or on all buildings, rooms and/or premises owned or controlled by Customer or procured by Customer for warehouse services.

2.

Customer owns or controls or will procure and agrees to furnish to _____ warehouse buildings, rooms and/or premises sufficient in number and capacity to provide adequate storage space for goods and merchandise to be warehoused by _____, so located and constructed as to adequately secure the safety of the goods and merchandise to be warehoused therein or thereon, and to secure the safety of all persons working in or about the warehouse premises, including providing adequate safety devices and working conditions. _____ shall have possession of all inventory within such warehouse premises, to the extent that it is contemplated that such inventory shall be placed on _____ documents issued on behalf of Customer, but it shall be the obligation and responsibility of Customer for all physical movement of inventory into, within, and out of the warehouse area, and to be responsible for the safety requirements in connection with such movement and handling of all inventory.

3.

Customer agrees to rent, demise, lease and let to _____ and _____ agrees to hire and tMake from Customer upon _____'s form of Field Warehouse Lease all buildings, rooms and/or premises owned or controlled or procured by Customer in or on which field warehousing is to be conducted by _____ for Customer; and it is mutually agreed that all the terms and conditions of such lease or leases (except insofar as they are inconsistent with this Agreement) shall upon the execution thereof be and become a part of this Agreement as fully as though set out herein. _____ shall have the right to post such lessee and notice signs as required in its opinion to establish a valid field warehouse.

4.

_____ shall not be obligated to furnish field warehouse services, inventory certification services or other collateral control services under the terms of this Agreement and this Agreement may be cancelled by _____ at any time at its option without prior notice if Customer does not execute a lease or leases upon storage space which is satisfactory and suitable to _____ and which will entitle _____ to uninterrupted and exclusive possession of the buildings, rooms and/or premises so demised, free from any claim of the landlord to a lien or preference upon the goods and merchandise to be stored in said buildings, rooms and/or premises for the entire term of said lease or leases; if Customer fails to obtain the necessary consents to the subletting of the demised buildings, rooms and/or premises for the entire term of said lease or leases; if Customer fails to comply with _____'s installation or reinstallation

approval requirements; if there has been any material adverse change in Customer's or Guarantor(s)' financial condition between the date of this Agreement and the actual date of warehouse installation or reinstallation or at any time during the term of this Agreement; if Customer interferes with _____'s activities as warehouseman; or if there is a shortage of goods, or merchandise in the warehouse; or if Customer shall fail to furnish to _____ a financial statement reflecting Customer's financial condition whenever in the regular course of Customer's business such a statement is prepared; provided, however, that Customer must furnish to _____ such a statement at least once during each warehouse agreement year during the term thereof; or if any indemnitor shall fail to provide

_____ with an annual financial statement upon request by _____.

5.

_____ agrees to maintain a warehouse in or on said buildings, rooms and/or premises so leased by Customer to _____ and agrees to issue its warehouse receipts upon goods and merchandise which Customer may store or cause to be stored in or on said leased buildings, rooms and/or premises.

6.

Customer shall furnish to _____ two or more agents, as required by _____, to permit _____ to operate its field warehouse or other collateral control services. Such agents shall be available to _____ to assist in warehouse audits, inspections, or physical inventories as required by _____. _____ shall have the sole right, if in its discretion _____ deems it advisable, to replace at any time its agents or watchmen in charge of said warehouse or the goods and merchandise stored therein or thereon. _____ employees and agents shall have access to all Customer inventory related records for purposes of verifying all inventory activity for inventory covered by _____ documents.

7.

Customer agrees to promptly pay _____ for the regular warehouse services performed by _____'s agents, watchmen and other employees, and, upon presentation of invoices, to promptly pay _____ for all other warehouse labor performed by _____'s employees or furnished by _____ together with all license taxes or charges levied or imposed by Federal, State, County or Municipal Governments or by a quasi-public or governmental agency upon the operation of said warehouse, the cost of constructing and maintaining enclosures, placing signs, and any similar services, and all other necessary expenses, including attorney's fees, incurred by _____ incident to the conducting of said warehouse under this Agreement and maintaining care, preservation, and possession of the goods and merchandise stored therein for the benefit of warehouse receipt holders and including, without limiting the foregoing, expenses incurred in connection with any claims or litigation affecting the stored goods and merchandise or the warehouse premises, or in connection with the determination, handling, clearing, or settlement of any shortage or shortages of goods and merchandise stored in _____'s warehouse, or in connection with bankruptcy or other insolvency proceeding affecting Customer, or in connection with the termination of the warehouse plus the following charges:

Schedule of Charges

Installation charge per location \$_____, plus a Deposit equal to one half of the total bonded agents' monthly payroll, such Deposit to be refunded upon normal termination of service and payment of all _____ charges in full at time of such termination.

Each additional location in excess of one, \$30.00 per month. Each additional bonded employee in excess of two, \$5.00 per month. Each additional Receipt Holder and/or Certificate Holder in excess of one, \$30.00 per month. Changing any location area already installed or changing any bonded employee, \$50.00 per change. Each line item in excess of 100 received and delivered during each monthly period as evidenced by inbound and outbound inventory documents, \$.10 per line item.

_____ charges, including two bonded employees, computed on inventory valuation on hand first day of each calendar month and inventory valuation received during the month:

For documents issued to a lender—\$275.00 for the first \$100,000.00 inventory value. \$1.75 per \$1,000.00 for the next \$100,000.00 inventory value. \$1.50 per \$1,000.00 on the next \$100,000.00 inventory value. \$1.25 per \$1,000.00 on all inventory value over \$300,000.00.

For documents issued to a supplier—\$275.00 for the first \$100,000.00 inventory value. \$1.75 per \$1,000.00 on all inventory value over \$100,000.00.

8.

The Customer agrees to have _____ and Receipt Holder(s)' named as a loss payee, as its interest may appear, in all insurance policies carried by the Customer affecting all commodities or inventory stored with, or in the custody or control of _____, and further agrees that it hereby waives all rights of subrogation against _____ under all insurance policies insuring in any way real or personal property of the Customer, or in which the Customer has an interest.

9.

_____ shall have a continuing warehouseman's lien on all goods and merchandise of Customer in _____'s warehouse, and all such goods and merchandise are pledged to _____, with power of sale, to secure _____ for all unpaid charges and expenses and advances made by _____ under Paragraph 7 of this Agreement.

10.

The above schedule of charges shall remain in effect, and continue for a period of three (3) years from the date of this Agreement or the date of installation of the warehouse, whichever date is later. In the event that Customer shall decide, for any reason, not to make use of a warehouse service for a period of three (3) years from the date of this Agreement, _____ agrees that Customer shall not be obligated to make any of the payments provided for in this Agreement. It is further understood and agreed that if no Warehouse Receipts are issued and none are outstanding during any calendar month of this Agreement and all agents are removed from the payroll of _____, then until such time as warehouse service is resumed all charges scheduled above will be waived,

except for the installation charge as outlined under Paragraph 7 Schedule of Charges, when such installation has commenced as authorized by the Customer; however, in any calendar month during which there are no Warehouse Receipts issued or outstanding, but an agent or agents are included on _____'s payroll, there shall be a \$50.00 monthly service charge.

11.

Customer agrees that Customer will not tender to _____ for storage in said warehouse any goods or merchandise which Customer does not have the legal right to deposit or store. Customer further agrees that all goods and merchandise of like description or of like kind and size may be treated as fungible.

12.

_____ shall not be required to accept goods and merchandise from Customer not to be covered by Warehouse Receipts, and in the event that _____ shall accept any such goods and merchandise, such goods and merchandise will be received by _____ as a gratuitous bailee and _____'s responsibility shall be strictly limited to that of a gratuitous bailee. Receipts covering goods and merchandise deposited by Customer will be issued by _____ at additional locations or to additional Receipt Holders, other than the original Receipt Holder(s), only by the mutual consent of _____ and Customer.

13.

Customer, in order to induce _____ to execute this agreement, agrees that under no circumstances shall _____ be liable to Customer for any loss of, damage to, or shortage of any goods or merchandise that may be stored in said warehouse or with respect to which Warehouse Receipts, Inventory Certificates or other inventory control documents have been issued; it being the intention of the parties that all loss of, damage to, or shortage of any goods and merchandise that may be stored in said warehouse, or with respect to which Warehouse Receipts, Inventory Certificates or other inventory control documents have been issued, shall be borne by Customer. Customer agrees to indemnify and hold _____ harmless, and does hereby indemnify and hold _____ harmless, from and against any and all claims, liabilities, loss, damage and expenses, including attorney's fees which _____ may pay, sustain or incur; (1) by reason of the failure of Customer to perform and comply with terms and conditions of this Agreement and a lease entered into by Customer and _____; or (2) as a result of or in connection with the warehousing by _____ of goods and merchandise deposited by or for Customer and/or the issuance of Warehouse Receipts, Inventory Certificates or other inventory control documents by _____ covering any goods and merchandise; or (3)

arising out of any loss of, damage to, or shortage of goods and merchandise stored in said warehouse or with respect to which Warehouse Receipts, Inventory Certificates or other inventory control documents have been issued; or (4) resulting from the occupancy of said warehouse by _____ and without limiting the foregoing, any and all claims, liabilities, losses, damage and expenses, including fees of attorneys done or occasioned: (a) by or from plumbing, gas, water, steam, sprinklers or other pipes or sewage or the bursting, leaking or running of any cistern tank, tank, wash stand, water closet, or waste pipe or otherwise, above, upon or about said warehouse; (b) by water, snow or ice coming through the roof, skylight, trap door or otherwise; (c) from acts of neglect of co-tenants or occupants of the same buildings, rooms and/or premises constituting said warehouse or any employees of the owners of said buildings, rooms and/or premises constituting said warehouse or by any owner or occupant of adjacent or contiguous property; (5) arising out of any injury to person or damage to property which may occur within the warehouse area. In no event will the negligence or any other wrongful act of any agent or watchman furnished to _____ by Customer be imputed to _____ by Customer.

14.

Customer also agrees to employ _____ exclusively for all inventory certification and inventory control services which may be required by Customer during the term of this Agreement, including any extensions hereof, based upon the schedule of charges set out in Paragraph 7 hereof. Customer agrees to execute all additional agreements required by _____ for such inventory certification service or inventory control services requested by Customer to be provided by _____. In the event that the Customer employs _____ for its Inventory Certification service or other Inventory Control services, and is not then employing _____ to perform its Field Warehouse service, all of the references solely applicable to Field Warehousing contained in this Agreement shall be considered non-applicable, unless and until the Customer shall request and _____ shall provide its Field Warehousing service to Customer.

15.

This Agreement shall continue in full force and effect for a period of three (3) years from the date of this Agreement or the actual installation of services by _____, whichever date is later, and shall automatically continue for successive periods of three

(3) years each unless either party gives to the other, written notice to terminate at least ninety (90) days prior to the expiration of any such three-year periods; provided, however, that no such notice of intention to terminate given by Customer to _____ shall be effective unless all charges and expenses specified in Paragraph 7 of this Agreement that have accrued under the terms of this Agreement, or under terms of any other Agreements entered into pursuant to the terms of Paragraph 14 hereof, shall have been paid in full to _____ by Customer and all outstanding Warehouse Receipts, Inventory Certificates, or other inventory control documents shall have been cancelled or release order shall have been delivered to _____ from Holder for the goods and merchandise covered by all outstanding Warehouse Receipts, Inventory Certificates, or other inventory control documents at or prior to the expiration of such term. _____ shall have the right, nevertheless, in addition to the optional rights of cancellation contained in Paragraph 4 of this Agreement, to cancel this Agreement at any time by giving thirty (30) days written notice to Customer of its intention to cancel if Customer is in arrears in the payment of the charges or expenses due _____ under the provisions of this Agreement. No cancellation, however, shall affect the rights and obligations of either party as to Warehouse Receipts, Inventory Certificates, or other inventory control documents then outstanding and as to any lease or leases entered into between _____ and Customer.

In witness whereof, _____ has caused this Agreement to be executed by a duly authorized officer and Customer has executed this Agreement or caused this Agreement to be executed by (a) a duly authorized officer and its corporate seal to be affixed hereto or (b) a duly authorized partner, as the case may be, on the day and the year first herein written.

Warehouse Company By _____ Vice-President _____ Customer By _____ Title _____
Agreement

In consideration of, and in order to induce, the execution by _____ Warehouse Company, hereinafter called _____, of the foregoing Collateral Control Agreement, and other related agreements including lease(s) of storage space, with _____ hereinafter called Customer, and/or the issuance by _____ of Warehouse Receipts, Inventory Certificates, or other inventory control documents on behalf of Customer, the undersigned, personally, being

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interested in the affairs of Customer in some manner, jointly and severally hereby unconditionally agree to guarantee the performance by Customer of the aforesaid Collateral Control Agreement, and to indemnify and hold _____ harmless from any and all claims, liability, loss, damage and expense, including attorney fees, which _____ may incur or have asserted against it arising out of the operation of a field warehouse(s) for Customer and/or the issuance of Warehouse Receipts, Inventory Certificates, or other inventory control documents or for loss or damage to commodities stored by or tendered for storage to _____ under any circumstances. In no event will the negligence or any other wrongful act of any agent or watchman furnished to _____ by Customer be imputed to _____ by the undersigned guarantors. The undersigned guarantors hereby agree to furnish annual financial statements to _____ upon request by _____.

This agreement shall not be subject to revocation during the terms of said Collateral Control Agreement or any renewal or extension thereof.

Witness: _____ Individually _____ Individually _____ Individually _____

Accepted: _____ Warehouse Company _____ Address By _____ Vice-President City & State

Certificate to create limited partnership.

The undersigned, being desirous of forming a limited partnership in pursuance of the Uniform Limited Partnership Act of _____, authorizing the creation of such a partnership, by this agreement make and severally sign the following certificate for that purpose:

1.

The name under which the partnership is to be conducted is _____.

2.

The general nature of the business to be transacted is _____.

3.

The principal place of business of the partnership is to be located at _____.

4.

The names and places of residence of each of the general partners are as follows: _____.

5.

The names and places of residence of each of the limited partners are as follows: _____.

6.

The term for which the partnership is to exist is _____ years.

7.

The amount of cash contributed by each limited partner is as follows: \$_____ by _____, and \$_____ by _____ [and so on if more than two limited partners]. The agreed value of the other property contributed by each limited partner is as follows: _____.

8.

Each limited partner is to receive _____ share of the profits of the partnership [or state other compensation by way of income].

9.

The additional contributions, "if any," agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made, are as follows: _____ [state times at which or events on happening of which they shall be made].

10. The time when the contribution of each limited partner is to be returned is _____.

11.

Priority of _____ [or "_____ and _____"] over other limited partners as to contributions and [or "or"] compensation by way of income, is _____.

12.

Each limited partner is to have the right to substitute an assignee as contributor in h— place on condition that _____.

13.

Additional limited partners are to be admitted on the following terms and conditions: _____.

14.

_____ [one of the limited partners] shall be entitled to priority over other limited partners to the extent of _____.

15.

On the death, retirement or insanity of a general partner, the remaining general partner [or "partners"] is [or "are"] to have the right to continue the partnership business on condition that _____.

16.

The limited partners are to have the right to demand and receive property other than cash in return for their contributions in the event that _____.

In witness of the above, we have signed this instrument _____ [date].

[Acknowledgments]

[Signatures]

To mMake leases, manage property, collect rents, etc.

By this agreement, I appoint you my authorized and exclusive agent, to tMake charge of and manage my property at No. _____ Street, _____, for a period of one year from _____ [date], and annually until this agency is terminated on any annual date subsequent to this date, by either of us, giving to the other party a _____ days' written notice previous to such date on which termination is intended. In event of such termination of this agency, I am, at the time such termination tMakes effect to pay you on all existing leases written by you at the rate of _____% of the rental of such leases for the unexpired term of same, after such termination. All leases renewed by the automatic renewal provision and so renewed prior to the date of the termination of this agency, shall be deemed to have been made or renewed during this agency, and compensation will be made to you according to the above terms. This authority pertains to the procuring of all tenants; collection of all rents; drawing of leases; assisting (but in no sense as attorney-atlaw) in the institution or prosecution of all suits for possession, in default or otherwise; making all necessary repairs, decorating and painting; cleaning catch basins; paying all taxes, gas and electric bills; purchasing all supplies; employing and paying janitors; but in agreeing to render such services you assume no obligation except to act as my agent, nor do you agree to mMake advancements of your own money in my behalf.

You are to remit the rents so collected less _____% on the gross collections for your services, and less also all expenditures made by you on my behalf.

You are also requested to place all fire, plate glass and liability insurance on the premises.

[Signature]

We accept the above agency and agree to perform the obligations assumed by us in it.

[Signature]

Generally.

All our property being held by us jointly, share and share alike, both real and personal, it is our wish that the one of us surviving shall hold to have the use and benefits thereof and rents and profits arising therefrom, during the period of his or her natural life, and it is accordingly by us so bequeathed and devised unto the survivor of us during the period of the survivor's natural life.

After the death of the survivor of us, it is our wish that the property _____, more particularly described as _____, which is the homestead on which we now reside, together with building adjoining, should become the property of _____ during her life, and we do therefore devise the property aforesaid to her for her use and benefit during the period of her natural life, with remainder at her death to her children or, if she dies without issue surviving her, then the remainder to our residuary legatees hereinafter named.

After the death of the survivor of us, and after the payment of our debts and after the payment of the two bequests above set forth, it is our wish that the rest, residue and remainder of our estate, real and personal, left thereafter, shall descend and rest in our children _____, _____ and _____ of _____, share and share alike in fee simple, and we do so devise and bequeath the same.

Receiver's certificate of indebtedness.

No. _____

\$ _____

On or before _____[days] [months] after date, the undersigned, _____, as receiver in the above-entitled cause, and not individually or in his [her] own right, promises to pay to the bearer of this certificate, the sum of \$_____, with interest from the date of this certificate until paid at the rate of _____% per annum. Both principal and interest are payable at the office of the receiver in the City of _____, _____.

This certificate is issued under and by virtue of the authority of an order of the District Court of the United States for the _____ District of _____, entered _____, in a cause then pending in entitled "_____, Plaintiff vs. _____, Defendant, in Equity No. _____."

This certificate is a lien upon all property, real, personal and mixed, of the defendant, _____, then in the hands of _____ as receiver and which might later come into the hands of the receiver, and upon the proceeds which might later come into the hands of the receiver, and upon all earnings and income which was then or might later come into the hands of the receiver, which lien is to be prior and superior to the rights and interests of all parties to the suit and prior to the mortgage sought to be foreclosed in the suit and prior to the bonds issued and secured and prior to the claims of all stockholders and creditors of the defendant, _____, or of anyone claiming under them or it (provided, however, that none of the certificates shall have priority one over the other, either as to principal or interest), subject only to: _____[if certificates are issued subject to priorities, here insert priorities].

This certificate of indebtedness is executed by _____, not personally, but as receiver and is payable only out of the property and in the manner provided by the order authorizing the certificate. No personal liability shall be asserted or be enforceable against the promisor.

In witness whereof, _____, as such receiver, has hereunto signed this certificate this _____ day of _____.

_____ as Receiver

[Form of certificate by clerk of court where order so provides]

This is to certify that the foregoing certificate has been duly executed by _____, as receiver of _____, under the order of the District Court of the United States for the _____ District of _____, therein mentioned.

Witness the seal of that court and the signature of the clerk thereof, this _____ day of _____.
_____, Clerk

Petition to cancel registration.

In the Matter of Registration No. _____.

Date of issue _____.

_____[Name of petitioner]

v. _____[Name of registrant]

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Cancellation No. _____[to be inserted by Patent and Trademark Office] _____[name of petitioner], a[n] _____[legal entity of petitioner], located and doing business at _____[street, city and state], believes that petitioner is or will be damaged by the above-identified registration, and here petitions to cancel that registration.

As grounds for the cancellation, it is alleged that:

[Numbered paragraphs should state the grounds and recite facts tending to show why petitioner believes that petitioner is or will be damaged.]

State of _____

ss County of _____

_____ [name of petitioner or of person authorized to sign for petitioner] states that he/she is the petitioner named in the above petition to cancel, or is the person authorized to sign for the juristic petitioner named in this petition to cancel; that he/she has read the petition to cancel and knows the contents of it; and that the allegations are true, except as to the matters stated in the petition to be upon information and belief, and as to those matters he/she believes them to be true.

_____(Signature of petitioner to cancel) [If petitioner is a corporation or other juristic organization, give the official title of the person who signs for petitioner.]

Declaration

Ordinance granting variation.

Be it ordained by the city council of the city of _____ that:

Whereas, the question of granting the variations included in this ordinance was referred to the board of zoning appeals to hold a public

hearing thereon;

And whereas such a public hearing was held, after due public notice, in the manner provided by law;

And whereas the said board has made a report, containing findings of fact, and recommending the granting of said variation:

Now therefore be it ordained by the city council of the city of _____: A variation from the terms of the zoning ordinance is hereby granted to permit the conduct of any business permitted in a light industrial district, as described in the zoning ordinance, on the premises known as: [here insert description of property] and to erect and maintain any building permitted in a light industrial district on the said premises subject to the following conditions: All restrictions as to the intensity of the use of the lot area applicable in residential districts shall be complied with; and all restrictions as to setbacks, side yards and rear yards applicable in residence districts shall be complied with. Parking place for off the street parking of one automobile for each four employees shall be furnished, on the area prescribed for the rear yard and the entrance and egress for all trucks shall be only to _____ street. The findings and recommendations of the zoning board of appeals on the question of granting this variance are hereby accepted and adopted and made a part of this ordinance. Passed on _____[date].

Fractional share formula.

I give the residue of my estate excluding any property over which I have power of appointment, which power I decline to exercise, to _____ Bank, of _____, Illinois, (and _____) as trustee, to be held, managed and distributed as the trust estate upon the following terms and conditions:

1.

If my wife survives me, the trustee shall set aside as a separate trust (hereinafter called "Trust A") a fraction of the marital trust property. "Marital trust property" means any trust property which would qualify for the federal estate tax marital deduction if passing outright to my wife. The numerator of the fraction shall be equal to the maximum marital deduction available to my estate as determined for federal estate tax purposes, less the amount, if any, necessary to result in the tax imposed on my estate being equal to the sum of the unified credit available to my estate and the credit for state death taxes (to the extent the use of such state credit does not increase the death tax payable by my estate).

2.

The balance of the trust estate, or all thereof if my wife does not survive me, shall be held as a separate trust (hereinafter referred to as "Trust B").

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To manage farm for support of settlor and family.

This agreement [deed] made _____[Date], by and between _____, of _____, hereinafter referred to as grantor, and _____, of _____, hereinafter referred to as trustee, witnesseth that grantor hereby conveys to trustee _____[description of real estate], and also conveys to trustee _____[description of other property]. This conveyance and transfer is made upon the following uses and trusts and to _____ as trustee for the following purposes, namely:

I.

Upon the execution of these presents trustee, being invested hereby with the fee-simple title to the real estate and to a right to _____, upon and for the uses and trusts hereinafter set forth and declared, shall at once enter upon and tMake possession of said real estate. Trustee shall use and manage the real estate and _____ in such a way as shall seem to him to the best interest of the parties hereto, and may if he sees proper, permit and allow grantor to cultivate and farm the real estate, but all the income, rents and profits from the real estate and from _____ shall be paid over and delivered to trustee. Trustee may buy stock, farming implements or whatever may be necessary for the profitable and proper use, conduct and management of the real estate and may feed and raise stock of any and every sort, and the property and the proceeds of all such investment and uses shall be and remain the property of trustee upon the uses and trusts aforesaid. Trustee may lease said farm or otherwise conduct and manage it as he may deem to the best interest of the parties hereto. Trustee shall invest the net proceeds arising from said farm operations and the money received from _____ upon such terms, conditions and securities as trustee shall deem safe and secure; trustee shall pay all taxes which may be imposed upon any and all of said property; trustee shall keep a book account of all money received and all disbursements and in which shall be fully stated the facts, and these books shall at all times be open to the examination of the parties hereto. Out of said money, investments, interest and proceeds, trustee shall set apart and pay grantor during his lifetime a sufficient sum of money, monthly or otherwise, as grantor may deem convenient and expedient for the support and maintenance of himself and any family he may have, provided such payments shall never be in such amount as not to leave funds to pay all taxes or in such amount as not to leave the real estate or its proceeds at all times intact and fully protected and preserved for the benefit of the remainderman hereinafter mentioned. It shall be entirely discretionary with trustee to pay over to grantor the sums of money as hereinbefore directed. If any attempt is made to anticipate such payment, or if such money shall be diverted by the contracting of debts or liabilities of grantor, trustee shall withhold the same and shall allow such money to accumulate, but trustee may purchase for the family of grantor, if he have any, provisions and other necessities for their maintenance.

II.

Trustee shall also have full power and authority to sell, transfer and convey the real estate hereinbefore described or others which may be brought in place thereof, as hereinafter directed, and to convey the fee-simple title thereof free from the uses and trusts herein declared upon the written consent of grantor and _____ and _____ or such of them as may be living at the time such sale shall be made, and the proceeds of such sale shall be invested in other real estate or other securities upon the like uses and trusts as are herein declared and set forth with full power to change the investment and convey or assign the same either real or personal but always subject to the same uses and trusts, as are herein declared. Trustee may erect such buildings as may be necessary upon said lands or any of them as may be necessary for the comfortable use and occupancy thereof by grantor.

III.

Upon the death of grantor the trust shall continue for the use and benefit of grantor's wife, if he leave any, during her widowhood and for the use and benefit of grantor's child or children, if he leave any, during their minority or the minority of any of them. Upon the death of grantor leaving no wife or child or children, or upon the death or remarriage of his widow, if he leave any, and upon all his children, if he have any, attaining their majority, trustee shall convey and transfer to _____ the real estate hereinbefore described and shall transfer and deliver to _____ all other trust property.

IV.

Trustee shall retain from the property herein referred to a reasonable compensation for his services and for the care and management of the trust hereby imposed upon him and such necessary expenses and outlays as may be incurred in the exercise of his discretion and in his judgment in the premises.

V.

To sell property for benefit of creditors.

This agreement made _____[Date], between _____(debtor), and _____[list of creditors], (creditors), and _____(trustee), witness.

In consideration of \$_____ and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by debtor, debtor hereby conveys to trustee, subject to and for the trust purposes herein stated, the following described real property: _____, together with the following described personal property: _____, to have and to hold the same as trustee and for the trust purposes stated.

In consideration of the conveyance and transfer of the real estate and personal property above described, trustee agrees to purchase of creditors, who now hold accounts and claims against debtor, valid claims which they now have, provided creditors are willing to accept the same at _____ cents on the dollar.

Trustee will sell the real and personal property conveyed to him [her] above described at the best obtainable price and on the best terms that trustee can obtain which, in trustee's judgment, are for the best interests of the parties; and trustee will keep the premises insured for a reasonable sum and keep up any necessary repairs and pay the taxes on said premises and property; trustee may sell the real estate or personal property or either altogether or in separate parts at the best obtainable prices and terms according to trustee's best judgment for the realization of the most money possible from said premises and property.

Trustee may lease the premises and personal property, either one or both, pending or until able to sell them at a price and terms satisfactory to trustee.

Trustee will keep an accurate account of all receipts and expenditures in connection with the property and after deducting the costs and expenses of caring for the property, including insurance and the amount of the lien of the first mortgage upon the real estate and after deducting the amount of money, together with the interest on the same, advanced for the payment of creditors, who may care to sell their claims for _____ cents on the dollar, trustee shall apply any surplus or remaining amount towards liquidation and payment of the indebtedness now due from debtor to _____.

In consideration of the premises, debtor agrees to renew his [her] indebtedness to creditors or any of them as may be desired or required by trustee.

Trustee shall consult and confer with debtor and creditors in the matter of the sale or leasing of the property or any of it and shall confer with debtor and creditors as to any sale or other disposal or renting of the premises, with a view to cooperating as to what may be best for the interests of debtor and creditors. The judgment of trustee herein shall, however, be final in reference to any action tMaken by trustee in connection with the property.

Application to zoning board of appeals for variance from zoning restrictions—Affidavit of ownership.

State of _____

ss County of _____

_____ being duly sworn, deposes and says that:

1. _____[He or She] resides at _____[address], _____[city], _____ County, _____[state].

2.

_____ [He or She] is the owner in fee of all that certain piece or parcel of land situated and lying in the City of _____ mentioned in Paragraph 1, above, and known and designated as _____.

3.

The statements of fact contained in the application for variance from zoning restrictions No. _____ attached to this affidavit are true.

[Signature] [Jurat]

Certificates required by Uniform Limited Partnership Act and Revised Uniform Limited Partnership Act (1976).

The undersigned, wanting to form a limited partnership in pursuance of the statutes of the state of _____

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authorizing their formation (chapter _____ of _____ statutes) mMake and sign the following certificate, in duplicate original for that purpose:

- 1. The name under which the partnership is to be conducted is _____.
- 2. The character of the business is _____, and other business which relates or is incidental to it including (by way of example) _____.
- 3. The principal place of business of the partnership is to be located at _____.

4. The names of all general and special partners are:

- _____, general partner, whose place of residence is _____.
- _____, general partner, whose place of residence is _____.
- _____, limited partner, whose place of residence is _____.
- _____, limited partner, whose place of residence is _____.

5. The term for which the partnership is to exist is _____ years [indefinite], commencing _____.

6. The amount of cash and a description of and the agreed value of other property contributed by each limited partner are:
Name of Limited Partner Cash Contribution Description of Other Property Agreed Value of Other

Property
.....
...
.....
...
.....
...

7. [Optional.] Additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they will be made are:

Name of Limited Partner	Cash Contribution	Other Contribution	Agreed Value of Other	Time or Event To Be
.....				
.....				
.....				

8. [Optional.] In accordance with agreements with the general partners each limited partner may, from time to time, mMake additional contributions to the capital of the partnership.

9. [Optional.] In accordance with agreements with the general partners each limited partner may, from time to time, mMake withdrawals from the capital of the partnership.

10. [Optional.] The time when the contribution of each limited partner is to be returned is _____.

11.

[Optional.] The shares of the profits or other compensation by way of income [e.g. interest] which each limited partner shall receive by reason of contribution are: Name of Limited Partner Share of Profits Other Compensation

.....
.....

.....
.....

.....

12.

[Optional.] Each limited partner may substitute an assignee as a contributor and substitute limited partner in his or her place, subject to the following terms and conditions: _____.

13. [Optional.] The partners may admit additional limited partners.

14. [Optional.] Limited partner[s] _____[name or names] shall have priority over other limited partners, as to contributions or as to compensation by way of income as follows:

(1). The name of limited partner is _____. The nature of his [her] priority as to contribution is _____. The nature of the priority as to compensation by way of income is _____.

[Etc.]

15.

[Optional.] A remaining general partner or partners shall have the right to continue the business on the death, retirement or insanity of a general partner.

16.

[Optional.] Each limited partner is given the right to demand and receive property other than cash in return for his or her contribution as follows:

(1). _____[Name of partner]. Subject to the following terms and conditions: _____.

[Etc.]

In witness, etc.

_____, General partner [LS] _____, General partner [LS] _____, Limited partner [LS] _____,

Limited partner [LS]

Witnesses:

[Suggested form of acknowledgment and verification.]

State of _____ ss County of _____

On this _____ day of _____ in the year _____ before me, a notary public of the state of _____ in and for the county of _____ personally appeared _____, known to me, and being duly sworn according to law, acknowledged to me that they executed the above [within] certificate as general partners, and depose and say that they are the general partners named in the above [within] certificate and that the facts therein stated [set forth] are true and correct.

_____[LS] _____[LS]

[Use same form for limited partners, substituting "limited" for "general."]

Neighborhood shopping district.

SECTION ONE. PURPOSE Neighborhood shopping districts are designed for the convenience shopping and servicing of persons residing in adjacent residential areas, and to permit primarily such uses as are necessary to satisfy those basic shopping and service needs that occur frequently and so require retail and service facilities in relative proximity to places of residence. SECTION TWO. USES PERMITTED IN NEIGHBORHOOD SHOPPING DISTRICTS In a

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neighborhood shopping district, no building or land shall be used and no building shall be erected that is arranged, intended or designed for any use other than those specified in this section, as follows:

2.1. Any use permitted in any residential district as set forth in _____[cite applicable section(s) of zoning code or ordinance], except _____[mobile home parks or trailer house communities].

2.2. Any use permitted in a restricted office district as set forth in _____[cite applicable section(s) of zoning code or ordinance].

2.3. Banks, federal savings banks, savings and loan associations, personal credit institutions, and other licensed financial institutions of similar type.

2.4. Personal service establishments as follows: (a). Barber shops, beauty parlors and hair-care salons. (b). Shoe repairing and shoe shining, provided that machinery shall be limited to _____[five horsepower]. (c). Physical culture establishments, provided that the total floor area exclusive of locker, shower and storage space shall not exceed _____[number] square feet. (d). Dry cleaning and laundry pickup stations for work to be done elsewhere. (e). Coin-operated laundries and dry cleaning, and retail laundries not using a high-pressure boiler exceeding _____[ten

boiler horsepower] or washers exceeding _____[number] pounds capacity. (f). Tailor, seamstress, pressing and cleaning shops having not more than _____[two pressing machines]. (g). Photographic studios. (h). Funeral homes, provided that the principal and accessory structures shall conform to the area regulations for residential structures of the area district and for every new or enlarged portion of a funeral home, off-street parking shall be provided in the ratio of one parking space for each _____[number] square feet of floor area used for a chapel, parlor or room used for funeral services, but not less than four spaces for each establishment. Parking, other than in structures, shall conform to the provisions of _____[cite applicable section(s) of zoning code or ordinance or other legislation].

2.5. The following retail stores or shops selling new merchandise in a building, but not including the repair of internal combustion engines or the rental of trucks, vans or trailers:

- (a). Dry goods, notions or novelties.
- (b). Flowers.
- (c). Gifts, books, music or stationery.
- (d). Hardware, household furnishings or appliances.
- (e). Jewelry.
- (f). Sporting goods and/or luggage.
- (g). Wearing apparel, including shoes.
- (h). Camera and photographic supplies.
- (i). Hobby, toy and game shops.
- (j). Bicycles.
- (k). Art supplies, pictures and picture framing supplies and services.
- (l). Newspapers and magazines.
- (m). Tobacco products and associated supplies.
- (n). Drugstores and pharmacies.
- (o). Videocassette tapes, laser discs and related goods, including rental of such merchandise.
- (p). Sound recordings in all forms of reproduction.

2.6. Food stores for retail sales of:

- (a). Groceries.
- (b). Meats, poultry and fish.
- (c). Fruits and vegetables.
- (d). Candy, nuts and confections.
- (e). Dairy products.
- (f). Baked goods, including baking for sale at retail.
- (g). Other foods, including, but not limited to, health foods and vitamins.

2.7. Restaurants and other eating and drinking places in which no alcoholic beverages other than wine and beer are sold or served on the premises, provided that establishments generally known as "drive-ins," where foods or beverages are consumed on the premises in motor vehicles, shall not be permitted. However, drive-through fast food establishments shall be permitted, provided foods and beverages purchased from such establishments are not consumed on the premises in motor vehicles.

2.8. Off-street parking as regulated in _____[cite applicable section(s) of zoning ordinance or code or other legislation] and off-street parking in a structure as regulated in this subsection. Parking in a structure shall be permitted subject to the following requirements and conditions:

- (a). The setback and side yards required in _____[cite applicable section(s) of zoning ordinance or code or other legislation] shall be provided and maintained on the premises as minimum open spaces.
- (b). Such off-street parking building or structure shall be limited to off-street parking only.
- (c). No outdoor advertising shall be placed on the premises other than is provided for in _____[cite applicable section(s) of zoning ordinance or code or other legislation] concerning identification of the facility.

2.9. Signs of the following types:

- (a). Identification signs.
- (b). Directional signs.
- (c). Signs advertising products or services available on the premises on which they are displayed.

SECTION THREE. SPECIAL EXCEPTIONS In a neighborhood shopping district, no land shall be used and no building or occupancy permit or any license as required by the _____[city] Municipal Code shall be issued for any of the following specified uses until the Board of Appeals, after receiving a report thereon from the City Planning Commission and after due notice to the parties in interest and public hearing, has determined that the special exception for the use is consistent with the spirit and purpose and intent of this ordinance, will not substantially and permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.

3.1. Skilled-care nursing homes, provided that the ground floor frontage of the building within which the nursing home is located is suitably developed for compatible business uses, necessary nursing home pedestrian and vehicular entry-exit points excepted.

3.2. Dry cleaning establishments operated on a retail basis directly with the ultimate consumer on the premises, subject to compliance with the following regulations:

- (a). Automatic operation in fully closed systems approved by _____[specify appropriate officials, such as: the Inspector of Buildings and the Commissioner of Health] in which cleaning, drying, extracting and deodorizing processes are completed entirely within one unit, provided that where the cleaning, drying, extracting and deodorizing operations require the manual transfer of materials from one machine or machines to another machine or machines, such manual transfer shall be carried out only by competent, trained machine operators.
- (b). The total rated dry cleaning capacity of all machines shall not exceed _____[number] pounds of items to be cleaned.
- (c). Use of a nonflammable solvent approved by _____[specify appropriate officials, such as: the Inspector of Buildings and the Commissioner of Health].
- (d). Located in a structure not containing dwelling accommodations.

SECTION FOUR.

YARD REQUIREMENTS

Whenever a premises in a neighborhood shopping district abuts on a property in a residential district, a side and/or rear yard of not less than _____[number] feet in width shall be provided.

Limited partnership to acquire, hold, manage, improve and sell certain real estate.

This agreement is made and entered into by and between _____, a _____ corporation, referred to as "general partner," and the persons whose names are subscribed referred to as "limited partners."

In consideration of these mutual covenants and conditions, it is agreed by and between the parties as follows:

1.

Formation and Name.

The parties form a limited partnership under the limited partnership provisions of the _____ corporation code. The name of the partnership shall be _____ and the principal place of business shall be _____.

2.

Certificate.

The parties shall, concurrently with the execution of this agreement, sign and acknowledge a certificate of limited

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partnership pursuant to the provisions of section _____ of the corporation code. This certificate shall be filed in the office of the recorder of the county where the principal place of business of the partnership is situated. A copy of the certificate shall also be recorded in the office of the recorder of each county in which the partnership has a place of business.

3.

Term.

The partnership shall commence as of _____, 19__, and shall continue for a period of _____ years unless terminated sooner as provided, or unless extended for a longer term as may be determined by the election of the limited partners entitled to _____ percent or more of the profits of the partnership allocable to the limited partners.

4.

Purpose.

The purpose of the partnership shall be to acquire, hold, operate, improve, lease, sell and otherwise manage the real property described in Exhibit I. The real property is referred to as the "subject property."

5.

Capital Contributions.

(a). The general partner shall transfer to the partnership the right to purchase the subject property for a purchase price not to exceed _____ dollars upon the terms and conditions set forth in Exhibit II attached. The general partner shall assign to the partnership all of its rights under those certain agreements entitled "Management Contract" and "Agreement to Reimburse for Operating Expenses" which are a part of Exhibit II attached.

The partnership agrees to accept the assignment of rights under the above described agreements and further agrees to assume and discharge each and every obligation of the assignor.

The general partner shall not be required to make any additional contributions to capital other than its rights under the agreements referred to above.

(b). The names of each limited partner, the total cash contribution to be made by each limited partner and the percentage of profit of each limited partner in the partnership (both before and after participation by the general partner) are set forth in Exhibit III attached.

(c). Contributions of capital by the limited partners shall be in accordance with the following:

(1). _____ units (each unit representing _____% interest in the partnership before participation by general partner, and _____ interest in the partnership after participation by the general partner) will be available for purchase by the limited partners.

(2). As initial payment for each full unit a limited partner shall contribute to the partnership the sum of _____ dollars in cash on or before _____, 19__.

(3). Further, as the balance of the purchase price for each full unit a limited partner shall execute a series of promissory notes (noninterest bearing before maturity) in the amount of _____ dollars each. Each note represents additional annual contributions of capital to be invested by each limited partner in the partnership during the next _____ calendar years following the year of the close of escrow. Each promissory note shall provide a maturity date of _____ 1st of each calendar year, subject, however, to the limitation that the general partner shall only have the right to require payment of these notes or a portion as shall be necessary in order that the partnership complete the purchase of the subject property and discharge the obligations of the limited partners under this agreement. In the event that the general partner does not require full payment of all notes by all limited partners, then to the extent that payment is required, it shall be made on a pro rata basis by all limited partners in accordance with their respective profit percentage interests in the partnership.

(4). Each promissory note shall provide that if the balance due is not paid within _____ days after maturity (_____ 1st), the balance due shall bear interest at the rate of _____ percent per annum commencing _____ days after maturity and continuing until actual payment or until such time as the interest of the limited partner not paid for is sold in accordance with paragraph 17 below. The general partner shall have the right to offset the amount of interest accruing under a note against any distributions due a limited partner.

(5). In those instances where a limited partner purchases a one-half unit or more than one unit, the initial cash payment and the balances due under the promissory notes shall be divided or multiplied accordingly. No fraction of a unit other than one-half will be allowed.

(6). If a limited partner elects to prepay all or any portion of the balance of his or her capital contributions due for the year 19__ and following years and provided that prepayment is made at least _____ days prior to the maturity date of the promissory note or notes representing the particular payment made, the unpaid balance of the limited partner shall be reduced by the amount derived by increasing the prepaid capital contribution by _____ percent compounded annually computed from the date of prepayment to the date or dates on which the prepaid capital contribution was otherwise payable.

6. Rights, Duties and Obligations of the General Partner.

(a). The partnership business shall be administered by the general partner. In addition to those powers granted to the general partner by law, the general partner shall have the power to execute leases, management contracts, incur obligations on behalf of the partnership in connection with the business, and execute on behalf of the partnership any and all instruments necessary to carry out the purposes of the partnership, including the power to dispose of the real property or other assets of the partnership for full and adequate consideration. However, the general partner may not sell or pledge more than _____ percent of the assets of the partnership owned at time of sale or pledge in one or a series of transactions without the affirmative vote of limited partners entitled to _____ percent or more of the profits of the partnership. The general partner shall devote such time to the business of the partnership as shall be necessary to accomplish the purposes set forth.

(b). Administrative and Brokerage Fees.

In addition to its rights under paragraphs 11 and 12 below, the general partner shall receive and be entitled to the following fees:

(1). At time of closing (acquisition of subject property) the sum of _____ dollars for extraordinary services rendered by the general partner (separate and apart from any services as a real estate broker) in organizing the limited partnership.

(2). An annual minimum administrative fee in the amount of _____ dollars payable on _____ of each year commencing _____, 19__, for services to be rendered in administering the partnership business.

(3). Further, the general partner shall be entitled to an additional incentive administrative fee equal to _____ percent of the operating cash flow (as defined) in excess of _____ dollars of operating cash flow received by the partnership each calendar year. The incentive administrative fee, if any, shall be paid to the general partner within _____ days after the close of each calendar year.

(4). Subject to the affirmative vote of limited partners entitled to _____ percent or more of the profits allocable to the limited partners, the general partner may obtain the financing or refinancing for the partnership property on behalf of the partnership and if successful, the general partner shall be entitled to a mortgage fee not to exceed _____ percent of the total amount of each loan.

(5). The general partner shall also be entitled to reimbursement upon presentation of vouchers for all reasonable out-of-pocket expenses incurred by it in the administration of the partnership business.

7.

Addition of Limited Partners.

Except in those circumstances where default has occurred in the payment of capital contributions by a limited partner, the general partner shall not have the right to admit additional limited partners without the consent of limited partners entitled to _____ percent of the partnership profits allocable to the limited partners, and then only upon those terms as may be agreed upon by the limited partners at the time of the proposed admission of additional limited partners.

8.

Withdrawal of Capital.

No limited partner may withdraw his or her capital contribution to the partnership without the consent of the general partner. Upon withdrawal, the schedule of partnership assets shall be amended, and the certificate of limited partnership shall be amended as required by section _____ of the corporation code of _____.

9.

Rights, Duties, Obligations of the Limited Partners.

- (a). Except as otherwise expressly provided, no limited partner shall participate in the management of the partnership business.
- (b). A limited partner shall have the right to withdraw his or her capital account upon the termination of the partnership as provided except that no part of the capital account of any limited partner shall be withdrawn unless all partnership liabilities, other than liabilities to partners on account of their contributions, have been paid, or unless the partnership has assets sufficient to pay them, and provided that, in the event of any withdrawal, no limited partner shall have the right to demand or receive property other than cash in return for his or her contribution.
- (c). No limited partner shall have priority over any other limited partner, either as to contributions to capital or as to distribution of partnership profits, or operating cash flow.
- (d). No partner, general or limited, shall receive any salary or any other compensation for services rendered on behalf of the partnership other than as expressly set forth in this agreement. No partner shall be entitled to receive interest on his or her capital contribution to the partnership.

10.

Partners Accounts.

Capital accounts shall be maintained for the limited partners, which accounts shall be credited with their capital contributions and their respective shares of partnership profits and charged with their withdrawals and their respective shares of partnership losses.

11.

Profit, Losses and Distributions. (a). Profit. The net profit of the partnership shall be equal to the taxable income of the partnership as shown in the partnership tax information tax return filed in accordance with the requirements of the Internal Revenue Code.

Except as provided in paragraph 12 below, profits shall be divided as follows: (1). _____ percent to the account of the general partner. (2). _____ percent to the accounts of the limited partners in accordance with the percentages set forth in Exhibit III attached hereto.

(b). Losses. All losses of the partnership shall be allocated entirely to the limited partners in proportion to their capital contributions, subject, however, to the limitation of liability of each limited partner to the amount of his or her individual investment in the partnership.

(c). Distributions. Subject to the provisions of paragraph 12 below, in the event of the sale of assets of the partnership, or the liquidation of the partnership, the net proceeds realized from the sale (including the net proceeds derived from the sale or satisfaction of

any purchase money deed of trust), or the proceeds of liquidation, as the case may be, shall be distributed as follows:

(1). _____ percent to the general partner.

(2). _____ percent to the limited partners in accordance with the percentages set forth in Exhibit III.

(d). Definition of Operating Cash Flow. The term "operating cash flow" as used, shall mean the profits of the partnership from the operation of the partnership business (excluding profits derived by any sale or refinancing of partnership assets) ascertained by the use of generally accepted cash basis accounting principles, except that:

(1). Depreciation shall not be deducted.

(2). Amortization of obligations secured by lien or liens on the real property shall be deducted.

(3). Amounts expended by the partnership in the discretion of the general partner for capital improvements to the property shall be deducted.

(4). To the extent determined by the general partner, reasonable reserves for working capital needs, for improvements to the property, and for contingent liabilities of the partnership shall be deducted.

(5). Amounts paid to the general partner for real estate and loan commissions, administrative fees and expenses shall be deducted.

(e). Distribution of Operating Cash Flow. Operating cash flow shall be distributed among the limited partners in accordance with percentages set forth in Exhibit III with distributions to be made by the general partner at convenient

intervals but not less frequently than annually.

12.

Limitation on Allocations and Distributions to General Partner. [Check applicable existing tax law.]

13.

Banking.

Funds of the partnership shall be deposited in the bank or banks as the general partner may select. All withdrawals shall be made upon checks signed by the general partner, or its authorized agent.

14.

Books and Records.

The partnership shall maintain full and accurate books at its principal office, or in such offices as shall be designated for such purpose by the general partner. All books of account, together with a certified copy of the certificate of limited partnership and any amendments shall be during regular working hours and upon reasonable notice open to the inspection and examination of the limited partners. At the end of each calendar year, the general partner shall cause to be made a certified audit of the books and affairs of the partnership by a certified public accountant chosen by the general partner, and shall cause to be distributed to the limited partners a full and detailed statement showing the operations of the partnership business during such year.

15.

Assignment of Partners' Interests.

(a). General Partner. The general partner shall not assign, mortgage, encumber or sell its interest as general partner in the partnership or enter into any agreement as a result of which any firm, person or corporation shall become interested with it in the partnership; provided, however, that the restrictions contained here shall be inoperative after the dissolution of the partnership.

(b). Limited Partners' Right To Receive Income. The right of a limited partner to receive any income from the partnership shall not be transferred, sold or assigned without the prior written consent of the general partner. The general partner shall not unreasonably withhold such consent.

(c). Transfer of Capital Interest—Limited Partner. The capital interest of a limited partner may not be transferred, sold or assigned by a limited partner except in accordance with the following provisions:

A limited partner who desires to sell or transfer his or her capital interest in the partnership shall serve written notice on the general partner which shall contain the name and address of the proposed transferee and the total consideration to be paid by the proposed transferee. If the general partner, within _____ days following receipt of notice, in good faith determines that the purchase price offered by the proposed transferee is less than the fair market value of the interest to be transferred, the general partner shall have the option to notify the proposed transferor within the _____ day period, that the transferor cannot effect a transfer of the interest unless he or she first offers the interest to the remaining limited partners. If the proposed transferor desires them to proceed with the transfer, he or she shall notify the general partner in writing of that intent, and for a period of _____ days from and after receipt of the notice, the remaining limited partners shall have the option to purchase the interest of the proposed transferor for cash, based upon the fair market value of the interest, as previously determined by the general partner. If the limited partners elect to exercise the option to purchase, payment of the purchase price in full shall be made to the transferor within _____ days after exercise of the option. The remaining limited partners shall purchase the offered interest on a pro rata basis determined by the proportion that each has in the profits of the partnership (excluding the profit interest of the proposed transferor).

In the event that (i) the general partner does not exercise its option, or (ii) the remaining limited partners do not elect to purchase the entire interest of the proposed transferor, the transferor may effect the transfer of this interest to the proposed transferee except that as a condition precedent to the admission of the proposed transferee, this person shall execute and acknowledge any instruments the general partner deems necessary or desirable to effect admission and to confirm the agreement of the person being admitted to be bound by all of the terms and provisions of this agreement as they have been amended. The transferee shall pay all reasonable expenses (including legal fees) in connection with

admission as a substituted limited partner. [A definitive permit from the state of _____ must be obtained prior to the sale or transfer of an interest.]

16.

Death or Insanity of Limited Partner.

If any limited partner dies, his or her executors or administrators (or if adjudged insane or incompetent, the guardian or conservator) shall have the same rights as if the limited partner had not died or become insane or incompetent, and the share of the limited partner in the assets of the partnership shall be subject to the terms, provisions and conditions of this agreement as if the limited partner had not died or become insane or incompetent.

17.

Default by Limited Partner.

In the event that a limited partner fails to pay all or any portion of the balance of the capital contribution owed to the partnership within _____ days after the due date, the general partner shall notify each limited partner by mail of default. Upon notice the limited partners shall have a period of _____ days in which to elect to purchase that portion of the defaulting limited partner's interest not paid for. If more than one (1) limited partner wishes to purchase, the interest shall be purchased on a pro rata basis among all those who wish to purchase. Upon election to purchase, the purchasing limited partners shall (within _____ days following election) mMake the cash payment owed by the defaulting limited partner and shall execute promissory notes for the balance of the payment due in succeeding years. If the existing limited partners elect not to purchase in full the balance of the interest of the defaulting partner, then the general partner shall have the right to:

(a)

Sell to third persons the balance of the defaulting limited partner's interest to be purchased; or

(b)

Invest as a limited partner by making the cash payment and executing the promissory notes required.

Upon the sale of the defaulting limited partner's remaining interest under any of the above methods, the general partner and all limited partners, including the defaulting limited partner and new limited partners, shall execute an amendment to the certificate of limited partnership and the new limited partners shall execute the limited partnership agreement.

18. Termination.

Notwithstanding anything to the contrary, the partnership shall terminate upon any of the following events:

(a). A disposition of the partnership of its entire interest in the subject property.

(b). The adjudication of bankruptcy of the general partner or otherwise as provided by the Uniform Limited Partnership Act, unless the business is continued by a general partner elected in place.

(c). A determination by the election of limited partners entitled to _____ percent or more of the profits of the partnership allocable to the limited partners that the partnership shall terminate.

(d). The removal of the general partner by the vote of limited partners entitled to _____ percent or more of the profits of the partnership allocable to the limited partners. In that event there shall be a distribution of assets in accordance with the provisions of paragraph 19 below, unless the limited partners, by an affirmative vote of limited partners owning _____ percent of the profits in the partnership allocable to the limited partners elect to form a new partnership to continue the partnership business.

In the event of the removal of the general partner, the determination of the value of the interest of the general partner shall be submitted to arbitration under the rules of the American Arbitration Association within _____ days after removal. Within _____ days after determination of the value of the interest, the general partner shall receive it in cash together with interest at the rate of _____ percent per annum computed from date of removal. The costs of arbitration shall be borne equally between the general partner and the limited partners.

19. Distribution on Termination.

Upon termination of the partnership, the books of the partnership shall be closed and appropriate credits and debits to the accounts of the general and limited partners shall be made. The partnership shall engage in no further business other than that necessary to wind up and distribute the assets. The general partner shall liquidate the assets of the

partnership and the proceeds of liquidation shall be applied and distributed as follows:

(a). Expenses of liquidation and debts of the partnership shall be paid.

(b). Subject to the limitations contained in paragraph 12, the balance of assets shall be divided and distributed to the general partner and limited partners in accordance with the provisions of paragraph 11 above.

(c). Upon completion of the liquidation, the partnership shall be deemed completely terminated and dissolved.

20.

Continuation Beyond Term.

In the event that the partnership has not been terminated nor dissolved, nor the term of the partnership extended, prior to the expiration date of the term set forth with respect to the assets of the partnership the partners shall become tenants in common together with all other partners if they are living, or their heirs or successors, if they are deceased.

21.

Life Insurance.

The general and limited partners recognize that _____, general partner, has extensive and unique experience in the operation and development of real estate and that the death of _____ could result in serious economic harm to the partnership. In order to have sufficient capital to replace _____ in the event of his death with a qualified manager or managers, on a vote of _____ percent or more of the limited partners, the partnership may elect to obtain a policy of term insurance on the life of _____ in the face amount of _____ dollars. All premiums on the policy shall be paid by the partnership and the partnership shall be the owner and beneficiary of such policy.

22.

Expenses of Acquisition.

All expenses required for the acquisition of the real property described in Exhibit I and the formation of the partnership referred to including but not limited to closing costs, legal fees, tax consultation fees, title expenses, survey fees, accounting fees, printing and stenographic costs and the filing, recording and publishing of partnership papers shall be borne entirely by general partner.

23.

Real Estate Broker.

The limited partners acknowledge that the general partner is a licensed real estate broker in the state of _____ and was active as such in the acquisition of the subject property. The limited partners further acknowledge and agree that the general partner shall be entitled to receive at time of closing a net real estate commission in the amount equal to _____ percent of the purchase price of the subject property.

24.

Power of Attorney.

Each of the limited partners does hereby constitute and appoint _____, general partner, as his or her true and lawful attorney for that limited partner, and in the name and place of each limited partner to make, execute, sign and acknowledge a certificate of limited partnership and a certificate of doing business under a fictitious name, including the execution, acknowledgment and filing of any amendments and to execute other instruments as may be required by the laws of the state of _____.

25.

Notices.

All notices and requests provided for shall be directed by registered or certified mail to the parties at the addresses set forth in Exhibit IV.

26.

Agreement Binding Upon Successors and Assigns.

27.
Applicable Law.

28.
Approval by State.

The sale of the limited partnership interests which are the subject of this agreement has not been qualified with the state of _____ and the issuance of limited partnership interests or payment or receipt of any part of the consideration prior to qualification is unlawful. The rights of all parties to this agreement are expressly conditioned upon qualification being obtained. The issuance of a definitive permit by the state with respect to the sale of the limited partnership interests referred to shall be deemed to be a qualification for the purposes of this paragraph whether the permit is issued for the benefit of named persons or for issues described by class.

29.
Amendment.

This agreement may be amended subject to the approval of limited partners _____ percent or more of the profits allocable to the limited partners.

30.
Counterparts.

Except as otherwise provided this agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, or other representatives, successors and assigns of the respective parties. This agreement and the rights of the parties shall be interpreted in accordance with the laws of the state of _____. This agreement may be executed in counterparts, each of which shall constitute an original. In witness, the parties have executed this agreement this _____ day of _____, 19__.

Limited Partners: General Partner:
[Signatures] [Signature]
[Acknowledgement]

Petition in support of application for variance.
Re: Application No. _____
To the _____[Board of Zoning Appeals or Board of Adjustment or as the case may be]

The petition of _____[name] respectfully shows:

1.
This petition is made under _____[cite applicable ordinance, code, statute or other law governing procedure for relief from zoning ordinance], pertaining to the functions, duties and powers of the _____[Board of Zoning Appeals or Board of Adjustment or as the case may be], and under all acts, rules and regulations applicable to a variation from the requirements of the Zoning Ordinance of the City of _____, insofar as such ordinance applies to the premises owner by the petitioner in _____[city], which are more fully described below. This petition is made to accompany a formal application filed with the _____[Board of Zoning Appeals or Board of Adjustment or as the case may be] on forms supplied by the _____[Board of Zoning Appeals or Board of Adjustment or as the case may be].

2.

The petitioner is the owner in fee of certain real property, with improvements erected on such property, known as _____[address], _____[city], _____ County, _____[state], and more fully described as follows: _____[set forth legal description]. Petitioner's above-described property _____[describe property, duration of use, character of immediate neighborhood and prospective use].

3.

Petitioner therefore asks that the _____[Board of Zoning Appeals or Board of Adjustment or as the case may be] permit a variation so that the above-described premises may be operated as _____[specify use requested] of the nature described in Paragraph 2 or of such other incident of similar nature or character.

4.

The petitioner further respectfully represents that to permit the variance sought by the petitioner would not in any way be detrimental to the neighborhood or the neighbors; that to refuse to permit such a variance would cause the petitioner an unnecessary hardship, in that the above-described premises as constructed are not now fit or usable for dwelling purposes and cannot be used for dwelling purposes; that to require the above-described premises to remain idle and unused would be an undue hardship tantamount to confiscation; and that the use of the premises for the purposes requested in the petitioner's application would do substantial justice, would be in keeping with the spirit of the Zoning Ordinance, and would promote public safety and the general welfare of the people of _____[city] and the immediate neighborhood.

Wherefore, the petitioner requests that the formal application No. _____ submitted by the petitioner be granted.

Dated: _____

[Signature of petitioner]

Lease for storage of goods.

_____ warehouse company does hereby demise and let, and party of the second part hires apartment No. _____(piano in room) in storage warehouse situated on the corner of _____ avenue and _____ street, in city of _____, by the month, _____, _____, from and after the date hereof, at a rate of \$_____ per month, payable in advance on the _____ day of each month during the continuance of this lease, upon the following conditions:

The premises to be occupied by party of the second part for the storage of furniture and household goods, and for no other use or purpose, subject to such regulations as _____ company may mMake from time to time respecting the premises and the use thereof.

This lease not to be assigned nor the premises underlet without the written permission of _____ company.

And _____ company, or the proprietor or proprietors thereof, shall have the right at all times to enter the premises to view the same and mMake repairs, and to ascertain whether the provisions of this lease have been or are being complied with.

The rent aforesaid to be paid within _____ days after due, whether demanded or not; and all the goods and chattels put into the premises to be pledged and holden for the payment of rent and for the performance of the terms and conditions of this lease and shall not be removed until the terms and conditions of this lease shall have been fully complied with and rent paid.

And for nonpayment of rent within the time above specified or for breach of any of the above conditions, _____ company, or the proprietor or proprietors thereof, may at their option and without previous notice determine this lease and enter and repossess the premises as of their former estate.

And party of the second part in consideration hereof does hereby agree to pay _____ company rent for the use of the premises when and as the same shall become due, and to occupy the premises for no other purpose, and to abide by and comply with all the terms and conditions herein contained.

Party of the second part does hereby give and grant unto _____ company full power and authority in case rent shall not be paid when due, or breach shall be made of any of the foregoing conditions, and such default or breach shall continue for _____ days, to enter the premises and tMake possession of all the goods and chattels of tenant therein, and to sell the same at public auction or private sale on the premises or elsewhere, with or without previous notice, and to receive the amount such property may be sold for, and after payment of all the expenses incident to such

sale to apply and appropriate the residue thereof to the payment of the rent for the premises then due, and in discharge of any other claims which _____ company may have against party of the second part under the terms of this lease, and to account with the last named party for the balance thereof.

It is mutually agreed that _____ company does not accept the furniture, goods or property for storage, and is not liable in any manner for the safe keeping or condition of the same, nor responsible therefor as a warehouseman, but that the only relation between them is simply that of landlord and tenant.

The agreement shall apply to and be binding upon the parties hereto and their respective legal representatives.

In testimony whereof, etc.

Betterment of citizens.

All the rest, residue and remainder of my property and estate, real, personal and mixed, of whatever kind and wherever situated, of which I shall die seized or possessed or which I shall be entitled to dispose of by appointment or otherwise at the time of my death, and including any of the foregoing legacies and devises which may have lapsed, I do give, devise and bequeath to _____[names], the survivors or survivor of them, and their successors, in trust, to create and endow, or if already created then to endow, _____ memorial, such memorial to be my residuary legatee and devisee.

The trust fund shall be kept invested by my trustees, and their successors in trust, and the income from it shall be used for the physical, social, civic and educational betterment of residents of the United States, preferably those in the state of _____, on humanitarian lines, but I authorize trustees, and their successors in trust, from the principal of the trust fund to purchase real estate and to construct such building or buildings as in their opinion may from time to time be needed for the purposes of this trust. The trustees may also mMake expenditures for disseminating such information, evidence and argument as they may think necessary or desirable in order to secure efficient government, state or municipal action for the objects of this trust.

The general purpose of this memorial shall be to secure a citizenry which will be more sane, sound and effective because of more satisfactory initial conditions of environment and education.

I direct that there shall, at all times, be _____ trustees of this fund, and that if any individual above named as trustee shall at any time fail to qualify, decline, die, resign, be removed or otherwise be incapable of acting as trustee under the trust, the vacancy or vacancies so created shall be filled by written appointment by the remaining trustees.

I desire that such memorial shall be kept a separate and distinct memorial, and not be merged with any other, or placed under the control or direction, in any manner, of any other board, public or private, or of any institution which now exists or may hereafter be created, and shall not be under any joint control with any other board or institution.

Provided, however, that my trustees may in their discretion cause the memorial to be incorporated, and in such event it is my desire that there shall at all times be at least _____ directors of the corporation so formed.

Affidavit of payment of capital attached to certificate.

State of _____

ss County of _____

_____, being duly sworn, says that —he is the general partner [or "one of the general partners"] named in the foregoing certificate of limited partnership signed by _____ and _____ and _____; that the amount [state amount and whether in "money" or "other property at its cash value"] specified in that certificate to have been contributed by _____, the special partner to the common stock [or "by each of the special partners named in it"] has been actually and in good faith contributed and applied and paid into the firm.

Subscribed and sworn to, etc.

Chicago form.

This agreement, entered into _____[date] by A of the County of _____ and State of _____, and B of the County of _____ and State of _____, provides:

A, in consideration of the covenants and agreements of B set forth below, agree—, upon the performance by B of those covenants and agreements, to convey to B by _____ general warranty deed, including all estates of homestead in it, at a consideration of \$_____ the following-described real estate, situated in the County of _____ and State of _____[legal description]. _____ subject to (1) existing leases expiring _____[date], the purchaser to be

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entitled to the rents accruing after the delivery of the deed by this agreement; (2) all general taxes levied after the year _____[year]; (3) all unpaid special taxes and special assessments levied for improvements not completed at the date of this agreement, and any unpaid installments of special taxes and special assessments for improvements completed at the date of this agreement, falling due subsequent to the date of this agreement; (4) any party wall agreements of record, to building line restrictions and building restrictions of record, and to _____.

B, in consideration of the covenants and agreements of A specified above, agrees, upon the performance by A of the covenants and agreements, to convey to A, by _____ general warranty deed, including all estates of homestead, and all rights of dower in them, at a consideration of \$_____ the following described real estate situate in the County of _____ and State of _____: _____[legal description]. _____ subject to (1) existing leases expiring _____[date], the purchaser to be entitled to the rents accruing after the delivery of the deed by this agreement; (2) all general taxes levied after the year _____[year]; (3) all unpaid special taxes and special assessments levied for improvements not completed at the date of this agreement, and any unpaid installments of special taxes and special assessments for improvements completed at the date of this agreement, falling due subsequent to the date of this agreement; (4) any party wall agreements of record; to building line restrictions and building restrictions of record, and to _____.

_____ further agrees to give [pay] to _____, at the date of the delivery of the deeds, _____.

All taxes, interest, insurance, fuel, janitors' wages and all fixed charges to be prorated to date of closing.

It is mutually agreed that each party is to furnish the other within a reasonable time from the date of this agreement, either a certificate of title issued by the Registrar of Titles of _____ complete merchantable abstract of title, or merchantable copy of it, brought down to cover this date, or merchantable title guaranty policy made by _____ showing good and sufficient title at date of this contract in the respective parties to the property agreed by this agreement to be conveyed by them.

In case material defects be found in the title, and so reported, then if such defects are not cured within sixty days after such notice, this contract shall at the option of the party delivering such objections become absolutely null and void; notice of such election to be given to the other party; but the party delivering such objections may elect to tMake such title as it is, and in such case the other party shall convey as agreed above; provided, however, that the party delivering such objections shall have first given a written notice of such election, within ten days after the expiration of the 60 days and tendered performance of this agreement on h— part. In default of such notice of election to receive such title and accompanying tender within the time so limited, the party delivering such objections shall without further action by either party, be deemed to have abandoned h— claim upon the premises and this contract shall cease to have any force or effect as against the premises, or the title to it or any right or interest in it, but not otherwise.

The notices required to be given by the terms of this agreement shall in all cases be construed to mean notices in writing, signed by or on behalf of the party giving the same, and they may be served upon either the other party or h— agent.

If the taxes and assessments to be paid by the seller cannot be paid at time this contract is to be closed then the seller is to pay them on or before next May 1st.

It is further mutually agreed that brokerage fees or commissions shall be paid to _____ by the respective parties as previously agreed between them and broker.

All deeds shall be passed and this negotiation closed at the office of _____ within five days after the titles have been found good.

Time is declared to be of the essence of this agreement, and of all the conditions of it.

This contract shall be held by _____ for the mutual benefit of the parties concerned, and after consummation of it _____ shall cancel and retain this contract permanently.

In testimony of which, the parties have signed the day and year first written above.

_____(Seal) _____(Seal) _____(Seal)

Compromise by purchase of interest in land to be paid for out of oil royalties.

Recitals:

The parties to this agreement desire and have agreed to compromise the above-mentioned lawsuit in so far as it relates to the

interest described above, together with 1/6 of the royalty reserved by A under the lease to B, which 1/6 is equivalent to 1/48 of the oil,

gas, and other minerals produced from the above-mentioned leases.

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All of the parties to this agreement have agreed that such compromise shall be effected by the sale by B and C to the vendee of 1/24

interest, and by a sale to the same parties by A of an undivided 1/48 interest in the oil, gas and other minerals produced from the land

(including 1/6 of the total royalty reserved by A under the above-mentioned lease):

Therefore, B and C do sell, transfer, and convey unto the above-mentioned vendees the excess royalty of 1/24 of all the oil, gas, and other minerals reserved by them under the lease granted by A and assigned to the _____ Refining Company of _____ in so far as same affects and applies to the above described tract of land; and A sells, transfers and conveys to the vendees an undivided 1/48 interest in the oil, gas, and other minerals in and under the land, including an undivided 1/6 of the royalty reserved by h— under the lease in so far as the same affects and applies to the above-described tract of land under the following terms and conditions, and for the consideration as set forth below:

This sale is made without warranty of any kind as to the return of the purchase price, and the execution of this instrument by the parties to it shall not be regarded as a recognition by any of the vendees under this agreement of the title of the vendors to the interest conveyed or any part of it, and shall not be construed as a recognition by the vendors of any title or interest in D and the vendees in and to the above-described land, and shall be entirely without effect upon the suit now pending in the United States District Court, except with regard to the interest conveyed.

The consideration of this sale is the sum of \$_____, to be paid entirely out of the oil produced from the above-described tract of land, either by the lessees of A and their assigns, or by the lessees of D and their assigns and accruing to the credit of the undivided 1/16 interest that is vested in the vendees by reason of the purchase above referred to by them from D on the one hand, and by reason of their purchase from the vendors under this contract on the other hand.

Immediately upon the execution of this contract the vendees shall be entitled to withdraw and receive from the _____ Refining Company of _____ all sums accruing to the credit of the interest transferred by this agreement to them by the vendors, up to _____[date], which sums shall be retained by them free of any claim on the part of these vendors; but all sums accruing after this agreement to the credit of the 1/16 interest shall be paid by the lessees under the leases granted by A and by D, their heirs and assigns to the _____ Bank & Trust Company of _____, _____, referred to below as the bank, which bank is by this agreement made the agent of all the parties for the purpose of receiving such royalty, acknowledging receipt of it and holding and distributing the sums in accordance with the provisions of this contract.

The sums received by the bank under this contract shall be deposited to the credit of an account to be known as "Escrow Account, A, B and C", and shall be paid out by the bank as follows:

On January 2d, _____[year], _____[year], _____[year], and _____[year], the bank shall withdraw from the account the sum of \$_____, and shall credit same to the vendors in the proportion of 1/3 to each. In the event that there should not be sufficient funds to the credit of the account to mMake such payment at the due date of it, the bank shall pay to the vendors the entire amount to the credit of the account, and shall continue to mMake payments from month to month as sums are received by it to the credit of the account until the deficiency in the payment has been made up.

If the full sum of \$_____ shall not have been received by the bank on or before the 2d day of January, _____[year], then and in that event the royalties accruing to the credit of the 1/16 mineral interest shall continue to be paid to the bank until it shall have received the full sum of \$_____; it being the intent of the parties to this contract that the vendors shall receive \$_____; out of the royalties accruing to the credit of the undivided 1/16 interest before the vendees shall receive any further income from the royalties or become entitled to any portion of them. During the term of this contract, and as long as money shall be deposited with it under this agreement, the _____ Bank & Trust Company shall pay interest on the daily balances to the credit of the escrow account at the rate of _____% per annum, such interest payments to be added to and to form a portion of the funds to the credit of the account, and to be credited to the bank quarterly until the sum of \$_____ shall have been credited to the account, when such interest payments on the sums remaining on deposit in the bank under the terms of this agreement shall be paid to the vendees.

The _____ Bank & Trust Company appears, through its cashier, _____, and accepts the mandate imposed on it by this contract, and agrees to pay interest on the sums deposited with it as set forth above.

Notice of sale of corporate property by receiver.

<http://legalmessenger.weebly.com/>

Receiver's Sale of _____ Company

Pursuant to order of the _____ Court, all properties of _____ Company, a _____ corporation, will be sold at public auction to the highest bidder at the company's plant, _____[place], on _____, at _____ o'clock in the forenoon, Central Standard Time, by _____, special master.

The property offered will include all real estate, buildings, and personal property, wherever situate, excepting cash, free and clear of

mortgage and taxes, but subject to rights and liens of vendors under land contracts, drafts, et cetera.

The property will be offered only in one parcel and as an entirety.

Bidders will be required to deposit, at least 24 hours in advance of the sale, \$_____ in cash, or \$_____ principal of approved claims

against _____ Company.

No bid of less than \$_____, which is the upset price fixed by the _____ Court, will be accepted.

Purchasers are required to assume all outstanding commitments of the receiver.

Upon confirmation of the sale, the purchaser shall mMake further cash payments as are directed by the court.

The business is being conducted by the receiver, and will be sold as a going concern. Full details of the property to be offered and of

the order for sale will be furnished on application to the undersigned receiver.

To mMake leases, manage property, collect rents, etc.

I am the owner of the following-described premise in the City of _____, County of _____ and State of _____, located as follows: _____.

By this agreement I appoint A my exclusive agents for the care and management of the premises with full power and authority under seal in my name, to execute, alter, renew or cancel leases for the premises, or any portion of it; collect rents, or prosecute suits for rent or possession of the premises.

A are to have the exclusive management of the premises from _____[date] until I sell the building.

I agree to pay A for their services as my agents, _____% on all rents collected from the premises. I will pay the cost of necessary advertising of the premises for rent.

I agree to hold A harmless from all damage suits against them in connection with the management of the property.

A are to mMake regular monthly statements the _____ day of each month with remittance for rents collected, less disbursements and their commissions.

In case of withdrawal of management, I will pay A the regular _____ Real Estate Board commission on the unexpired term of new or renewed leases which have been drawn by A.

[Signature] Accepted: _____

Ground rents.

This agreement, made _____[date] between _____ and _____, h— spouse, of _____, vendors, and _____, of the same place, purchaser, provides:

Vendors by this agreement sell to purchaser, and the latter by this agreement purchases from the former the following-described property, situated and lying in _____, and being located on the west side of _____ street, and beginning about _____ feet and _____ inches north of _____ avenue, and running north on the west side of _____ street _____ feet, with a depth of even width of _____ feet, more or less, to the center of an alley _____ feet wide, in fee simple and free and clear and discharged from all claims, liens and incumbrances of every kind, at and for the price of \$_____ and _____¢ which purchase money is to be paid as follows: In two ground rents of \$_____ each to be created, upon lots _____ feet front on _____ street, and with a depth to the _____ foot alley, and forming part of the original lot sold to purchaser in this agreement, the lots to be improved with two-story houses, containing _____ rooms each, and it is further agreed the ground rents so to be conveyed shall be capitalized at _____%, with the rents beginning _____[date], and whatever difference there may be between the two ground rents capitalized at _____% and the purchase money of \$_____ and _____¢ shall be paid in cash by vendors to purchaser, and if the rents shall be created before _____[date], then vendors are to pay the ground rents so conveyed to them to purchaser from the date of such creation to the first day of _____, _____[year], which would entitle them to collect the rents from the date of creating the same. And it is further agreed between the parties to this agreement, that no interest shall be paid on the purchase money of \$_____ by

<http://legalmessenger.weebly.com/>

purchaser from the date of this contract to the first day of _____, _____[year], and that the two ground rents which vendors are to tMake shall be those rents which vendors are to tMake under the fourth and fifth houses to be erected on the lot. And it is further agreed between the parties to this contract that vendors will at the time of the signing of this contract execute to purchaser a deed for the lot in fee and free of all liens, claims and incumbrances, which deed shall convey the lot by a good and marketable title, and that the deed shall be held in escrow by _____, and when the houses to be erected are trimmed out and papered, the deed shall be delivered to purchaser, and —he shall in turn deliver a deed to vendors for the two ground rents, they paying to h— the difference between the purchase price for the lot and the rents capitalized at _____% in cash.

Taxes to be adjusted to date of this agreement and city and street charges of every kind to be paid or allowed by vendors.

Child custody and maintenance.

1. Decree may award the care, custody and control of the minor child of the parties to wife.

2.

Husband shall, on day decree is filed, and monthly thereafter, and on or before _____ day of each month, pay to wife, solely for the support and maintenance of the minor, \$_____ payments to continue during the minority of the child but to cease upon his or her earlier death, and that, in case of the sickness or injury by accident of the minor, husband shall pay such further reasonable and proper charges as may be incurred in his or her care and on his or her behalf in excess of \$_____ monthly, or such accumulation as may accrue in addition to the monthly payments, provided, however, that such additional payments shall be made only upon the presentation of bills duly certified by claimants.

3.

In view of this agreement with reference to the payment of the amounts set forth above at the times and in the manner stated, the same need not and shall not be incorporated in decree to be entered in divorce action, but shall be as binding upon husband and shall have like force as though set forth and contained in the decree.

4.

Husband shall have the right to visit the minor child at reasonable and proper times and with his or her consent, to have the minor child visit his home at reasonable times for a reasonable period.

Husband's share of community property with no marital deduction.

I, _____, domiciled in the County of _____, State of _____, being of sound and disposing mind and memory, do mMake, publish and declare this instrument to be my last will and testament; I revoke all former wills, testaments and codicils made by me, and I expressly reserve the absolute right, at any time, to change or to revoke this will in any manner provided by law, this will representing only my present intention as to the disposition of my property.

First. I direct that my just funeral expenses and expenses of my last illness be paid (or reimbursed) as soon after my death as conveniently may be done.

Second. It is my intention by this will to dispose of all of my separate property but of only my share of the community property of myself and my wife.

Third. All estate, inheritance, succession or other death taxes, including any interest and penalties thereon, levied or assessed by reason of my death upon or with respect to property or interests passing under this will, or upon or with respect to property or interests not passing under this will shall be paid out of my residuary estate, as part of the expenses of administering my estate; except that such taxes levied or assessed solely by reason of my having a power of appointment with respect to property or upon or with respect to qualified terminable interest property no part of which is paid over to my estate shall be borne by such property and not by my general estate and that any tax on generation-skipping transfers levied or assessed under Chapter 13 of the Internal Revenue Code, including any amendments thereto, shall be borne by the property so transferred and not by my general estate.

Fourth. (A) I give to my wife, _____, if she shall survive me for a period of thirty (30) days, such part as my said

wife does not already own at the time of my death of the principal residence occupied by my wife and me at the time of my death, including the land on which it is located, all lands contiguous thereto, all appurtenances thereto and all policies of insurance thereon or relating thereto, as the same may be constituted at the date of my death. If my said wife does not survive me for a period of thirty (30) days, this gift shall lapse.

(B). I give to my wife, _____, if she shall survive me for a period of thirty (30) days, such part as my said wife does not already own at the time of my death of our household furniture, furnishings, goods and effects, silverware, library and books, china, pictures and all other articles intended for utilitarian or ornamental household use; and also all of my jewelry, clothing and other articles of personal adornment or apparel; and also all of my automobiles and accessories thereto; and also all of my recreational and sporting vehicles and equipment as such property may be constituted at the date of my death, together with all policies of insurance thereon. If my said wife does not survive me for a period of thirty (30) days, I give and bequeath such property, in equal shares, to such of my children as shall survive me for a period of thirty (30) days, such equal division to be made in the sole discretion of my executor after taking into consideration any reasonable requests of any of my children for any particular articles; provided, however, that if any child of mine is then a minor, incompetent or for any other reason incapable of receiving such distribution, my executor may, in his discretion, distribute such person's share of such property (or my executor may sell all or any part of such property and distribute the proceeds) or any part thereof instead to a custodian or guardian or other person with whom such person is making his home, without bond, or to the trustees of any trust created hereunder for such person's benefit. The receipt of any person to whom property is transferred pursuant to this article shall fully discharge my executor from any further liability in connection with such distribution. If neither my said wife nor any child of mine shall survive me for a period of thirty (30) days, this gift shall lapse.

Fifth.

(A). I give, devise and bequeath to the trustees hereafter provided for all of the rest, residue and remainder of my separate property and my share of the community property of myself and my wife and estate, real, personal or mixed, wheresoever situated, whether now owned by me or hereafter acquired (including any devise or bequest not disposed of as hereinbefore provided), to be held in trust, which such trust, until its division as hereinbelow provided for, shall be designated the _____ residuary trust and shall be hereinbelow referred to as the "residuary trust," for the following uses and purposes:

(1). The independent trustee may, from time to time, in its absolute discretion, pay or distribute to any one or more then living of the group consisting of my wife, my issue and any spouse of my issue, such part of the net income of such trust as it may deem appropriate.

(2). Upon the death of my wife, or upon my death if my wife shall predecease me, the entire corpus of this trust, or all of the property comprising the residue of my estate, as the case may be, shall be divided into as many equal shares as there shall be children of mine then surviving and deceased children of mine leaving issue then surviving. One such share shall be paid and distributed to each of my then surviving children and one such share, per stirpes, to the then surviving issue of each then deceased child of mine; provided, however, that if any child of mine shall not then have attained the age of _____ (_____) years, or if any child of a deceased child of mine shall not then have attained the age of twenty-one (21) years, the share or partial share which would otherwise be paid and distributed to such child or grandchild of mine (but not the share or partial share of any issue of any deceased grandchild of mine, which such share shall be paid and distributed to such issue free of trust) shall be designated with the name of such child or grandchild and shall continue to be held as a separate and distinct trust and trust fund for the following uses and purposes:

(a). With respect to each such trust, the independent trustee may, from time to time, in its absolute discretion, pay or distribute to any one or more then living of the group consisting of the child or grandchild with whose name such trust is designated, the spouse of such child or grandchild, the issue of such child and the parent of such grandchild, such part of the net income of such trust as it may deem appropriate.

(b). When any child of mine with whose name such a trust is designated shall have attained the age of _____ (_____) years, _____ (_____) of the corpus of the trust designated with the name of said child shall be paid and distributed to said child; when any such child shall have attained the age of _____ (_____) years, _____ (_____) of the remaining balance of the corpus of such trust shall be paid and distributed to said child; provided, however, that the independent trustee may, in its absolute discretion, postpone the date on which the right to the aforesaid distributions vest for a period not exceeding two (2) years.

(c). When any child of mine with whose name such a trust is designated shall have attained the age of _____ (_____) years, or when any grandchild of mine with whose name such a trust is designated shall have attained the age of twenty-one (21) years, the entire remaining corpus of the trust designated with the name of said child or

grandchild shall be paid and distributed to said child or grandchild, as the case may be; provided, however, that the independent trustee may, in its absolute discretion, postpone the date on which the right to the aforesaid distribution of any trust designated with the name of a child of mine vests for a period not exceeding two (2) years.

(d). If any child of mine with whose name such a trust is designated shall die prior to the termination of such trust leaving issue then surviving, the entire corpus of such trust shall be divided into as many equal shares as there shall be children of said child of mine then surviving and deceased children of said child of mine leaving issue then surviving. One such share shall be paid and distributed to each of the then surviving children of said child of mine (being grandchildren of mine) and one such share, per stirpes, to the then surviving issue of each then deceased child of said child of mine; provided, however, that if any child of said child of mine shall not then have attained the age of twenty-one (21) years, the share which would otherwise be paid and distributed to such grandchild shall be designated with the name of such grandchild and shall continue to be held as a separate and distinct trust and trust fund for the same uses and purposes as hereinabove provided for a trust for a grandchild of mine whose parent predeceased my said wife and me.

(e). If any grandchild of mine with whose name such a trust is designated shall die prior to the termination of such trust, the entire corpus of the trust designated with the name of said grandchild shall be paid and distributed to the estate of such grandchild.

(f). If any child of mine with whose name such a trust is designated shall die prior to the termination of such trust leaving no issue then surviving, the entire corpus of such trust shall be divided into equal shares, and one such share shall be paid and distributed to each then surviving brother or sister of said child, and one such share, per stirpes, to the then surviving issue of each then deceased brother or sister of said child; provided, however, that if a trust created by this article designated with the name of any such person should then be in existence, the share or partial share which otherwise would be paid and distributed to such person shall instead be added to and become a part of the corpus of such trust.

(3). Net income not paid or distributed from any trust created by this article may be added to any subsequent income payment from such trust. Until distributed, accumulated income shall be regarded for all purposes under this will as corpus of the respective trusts created by this article.

(4). The independent trustee may, from time to time, in its absolute discretion, pay or distribute to my wife or to any beneficiary then eligible to receive income from any trust created by this article such part of the corpus of the trust from which my wife or such beneficiary is eligible to receive income as the independent trustee may deem appropriate. No such payment or distribution shall constitute an advance against any amount receivable by any person from any trust created by this article unless the independent trustee shall otherwise provide in writing at the time of making such payment and then only to the extent so provided.

(5). At any time after the death of my spouse, the independent trustee may, in its absolute discretion, pay and distribute to the person with whose name any trust created by this article is designated the entire remaining corpus of such trust if it deems such termination appropriate because the corpus of such trust is so small in amount as to make efficient management thereof impracticable.

(B). If, prior to the time that any trust fund shall be set up for and designated with the name of any person under the foregoing provisions, or any addition shall be made to any such fund, or any other fund or share of any other fund shall become payable to him or to a trust for his benefit under the provisions of this will, such person shall have arrived at the age when a mandatory partial or total distribution to him is required under the terms of this will, then such person's fund or his share of any other fund forthwith shall be partially or totally paid and distributed to such person in the same proportions as required by such mandatory provisions.

(C). If at any time after my death there shall be no beneficiary eligible to receive the income or corpus of any trust created hereunder or the residue of my estate, then the entire corpus of any such trust or all of the property comprising the residue of my estate, as the case may be, shall be paid and distributed to the persons then living who would have been my next of kin, if I had died at the time or times of such payment and distribution, under the laws of the State of _____ existing on the date of the execution of this will relating to the distribution of intestate personal property, in the proportions prescribed by such laws.

(D). All interests, both in income and in corpus, in all trusts created by this article are intended for the personal protection and welfare of the beneficiaries thereof; no such interest shall be transferable, voluntarily or involuntarily, by the beneficiary thereof nor subject to the claims of creditors or of a spouse or former spouse of such beneficiary.

(E). Any person may irrevocably disclaim and renounce any part or all of any gift made to such person by this article. Any such disclaimer and renunciation shall be effected in the manner required by applicable law in effect at the date of my death. If any person disclaims and renounces as aforesaid all interest in all or any part of any gift made to such

person by this article, all of such gift or all of such part shall be disposed as if such person had not survived me. If any person disclaims and renounces as aforesaid less than all interest in all or any part of any gift made to such person by this article, all of such gift or all of such part shall be held in trust otherwise as hereinabove provided.

(F). Notwithstanding any other provision of this will with respect to the time of the termination of any trust created by this will, if upon the expiration of the period of twenty (20) years and eleven (11) months immediately following the death of the last survivor of myself, my wife and my issue living on the day preceding the date of my death, any trust created by this will, or any part of any such trust, shall then remain in existence, then such trust or part thereof shall thereupon terminate, and the corpus or part thereof shall immediately be paid and distributed to the person with whose name such trust is designated.

Sixth. In making any division or apportionment of my estate or any trust created by this will, or of any portion thereof, for the purpose of creating any fund or portion, or any part thereof, or for any other purpose of whatsoever nature, my executor or trustees shall not be required to convert any property, real or personal, tangible or intangible, into money, or to divide or apportion each or any item of property, but my executor or trustees may allot all or any part (including an undivided interest) of any item of property, real or personal, tangible or intangible, to any fund or to any legatee, devisee or other beneficiary provided for by this will, or my executor or trustees may convert any property, real or personal, into any other form, it being my intent and purpose to leave all such divisions and apportionments entirely to the discretion of the executor or trustees with the direction merely that the executor or trustees shall constitute each fund, share or portion or part at any time created or provided for herein so that the same, in the judgment of the executor or trustees shall have the value, relative or absolute, designated by this will. This article shall have no application to the satisfaction of any gift made by this will to my wife with respect to which a marital deduction is allowable.

Seventh. In the event that my wife and I shall die in circumstances where there shall be no sufficient evidence that we died otherwise than simultaneously, it shall be presumed for the purposes of this will that I survived my wife.

Eighth. My executor may make partial distributions of any devise or bequest in advance of the time for full satisfaction of such devise or bequest at such times and in such amounts as my executor may determine. My executor may also distribute all or such part of the net probate income of my estate as my executor may determine to the persons entitled to receive such net probate income at any time or times in advance of the termination of my estate if my executor shall deem such advance distributions advisable. Net probate income of my estate allocable to any trust created by this instrument, may, in the discretion of my executor, be paid either to the trustees of such trusts or directly to the beneficiary or beneficiaries eligible to receive income of such trusts; provided, however, that any distribution of income by the executor to the beneficiary or beneficiaries of a trust with discretionary income provisions shall be made by the executor at the times and in the amounts and proportions determined by the independent trustee of such trust.

Ninth. All questions relating to the ascertainment of income and principal and the allocation of receipts and disbursements between income and principal shall be resolved by the executor and trustees in accordance with the terms of the Uniform Principal and Income Act from time to time in effect in the State of _____, or if such Act should be abolished, then in accordance with the terms of such Act as it was last in effect in the State of _____, except that to the extent such Act provides for a different result than that hereinafter specified, the following provisions shall apply:

(A). The executor shall deduct from the net probate income of my estate all interest paid by the executor accruing subsequent to the date of my death.

(B). The executor shall deduct from the net probate income payable to the devisee or legatee of specific property the income taxes, interest and administration expenses attributable to such specific property.

(C). The gain realized on the sale or maturity of U.S. Treasury bills, discount commercial paper and other obligations for the payment of money which are sold by the issuer at a discount from their maturity value in lieu of interest payments shall be income and not principal.

(D). Net profits or losses derived from a business or farming operation, computed in accordance with generally accepted accounting principles, shall be allocated to income.

(E). All interest paid by a trust, whether or not on mortgages on the principal of the trust, shall be paid out of income.

(F). The independent trustee may withhold an amount from trust income for a reasonable allowance for depreciation or depletion on property subject to depreciation or depletion under generally accepted accounting principles.

(G). The entire customary annual fees paid to the trustees shall be charged against income.

(H). Where the application of such Act would not be reasonable and equitable to those entitled to income as well as those entitled to principal, the independent trustee, in its discretion, may make a different determination in

accordance with generally accepted accounting principles.

Tenth.

(A). If any person to whom any payment or distribution from my estate or from any trust created by this will is required or permitted by any provision of this will to be made is then a minor, incompetent or for any other reason incapable of receiving such payment or distribution; or if there is a substantial risk that such payment or distribution will be involuntarily diverted from benefiting such person, my executor or trustees, as the case may be, may, but need not, from time to time, exercise any one or more of the following powers:

(1). Transfer property to the name of such person (as by depositing cash or registering securities in his name), whether or not such person is then able to exercise control over such property.

(2). Transfer property to any custodian or guardian of the property of such person without bond.

(3). Transfer property to the trustee of any trust empowered to receive and hold such property and to distribute such property and any income from it to such person as soon as he is capable of receiving it without substantial risk of involuntary diversion, if such transfer will not fail because of violation of any rule against perpetuities, accumulation of profits, restraint on alienation, duration of trusts or remoteness of vesting.

(4). Transfer property to any creditor of such person in discharge of any debts of such person.

(5). Use such payment or distribution to obtain goods or services for such person if any debt of any other person is not thereby discharged.

(B). Nothing contained in this article shall authorize any fiduciary of mine to transfer any property to himself in a nonfiduciary capacity or to use any such payment or distribution to support or maintain any person whom he is obligated to support or maintain.

(C). No such payment or distribution shall absolve any person from any obligation to support or maintain the beneficiary of such payment or distribution.

(D). The receipt of any person to whom property is transferred pursuant to this article or other evidence of application made hereunder for the benefit of any beneficiary shall fully discharge my fiduciaries from any further liability in connection with such payment or distribution.

(E). The determinations of my fiduciaries with respect to all matters referred to in this article shall be final.

(F). This article shall have no application to any gift made by this will to my wife with respect to which a marital deduction is allowable.

Eleventh. With respect to tax matters, my executor and trustees shall have all of the powers conferred upon executors by state and federal law including the powers to value my gross estate for federal or state death tax purposes on the alternate valuation date prescribed by Section 2032 of the Internal Revenue Code of 1986 and any amendments thereto, and any corresponding provisions of state law; to deduct all or any part of certain administration, medical and other expenses either for federal and state income tax purposes or death tax purposes or for both (when permissible), as provided in Sections 642 and 213 of the Internal Revenue Code of 1986 and any amendments thereto, and any corresponding provisions of state law; to file joint income tax returns with my wife and to pay a portion of such tax; to consent to gifts made by my wife and to pay a portion of such tax; no adjustment shall be made of the amount of income or principal distributed to any beneficiary of my estate or of any trust created by this will who would have received a greater or lesser amount if the executor had made a different or contrary decision in reference to any such matter.

Twelfth. Subject to the provisions and limitations expressly set forth in this will, my executor and trustees shall have the powers hereinbelow granted, and only such powers. While it is my intention that my executor and trustees have broad and effective powers to carry out the provisions of this will, no power conferred upon any fiduciary by this article shall be exercised in such a manner as, in the aggregate, to deprive my estate or any trust created by this will of an otherwise available tax exemption, deduction or credit. The powers hereinbelow granted shall not be exhausted by any use thereof, but each shall be continuing; and each shall continue and be exercisable until all provisions of this will are fully executed. Any of the powers hereinbelow granted may be exercised without the license or authorization of any court or other legal authority. The determination of my fiduciaries with respect to whether to exercise or not to exercise any power shall be final.

Both my executor and the trustees of all of the trusts created by this will shall have the powers hereinbelow granted:

(1). The powers to loan money or other property, with or without formal evidence of indebtedness, with or without collateral security, for such periods of time and upon such terms and conditions as may be deemed appropriate to any beneficiary of any trust created by this will, to any business controlled by any such beneficiary, or to any estate or trust of which any such beneficiary is a beneficiary, out of any trust created by this will from which such beneficiary is eligible to receive income; to make any such loan a lien upon any property payable or distributable to such

beneficiary; and to guarantee any loans of any such beneficiary, business, estate or trust.

(2). The powers to receive, acquire and retain any of the property of several trusts created by this will undivided until division shall become necessary in order to make any payment or distribution, to hold, manage, invest, reinvest and account for the several shares or parts of shares by appropriate entries in books of account, and to allocate to each such share or partial share its proportionate part of all receipts and expenses.

(3). The power to retain for any period of time cash or other unproductive property.

(4). The power to receive, acquire and retain policies and proceeds of policies of life insurance and of immediate and deferred annuities, either in stock or in mutual companies, in any amount, on the life of any beneficiary of my estate or of any trust created by this will, or on the life of any person in whom such beneficiary, my estate or any trust created by this will has an insurable interest; to pay the premiums thereof out of my estate or out of either the income or corpus or both of any trust created by this will which is the beneficiary of such policy or out of which the beneficiary of such policy is eligible to receive income; and to exercise all rights, privileges and options available under such policy.

(5). To change the situs of the trust and of any property which is part of the trust to any place in the United States of America or any other country.

(6). Not to file an inventory of the property which is part of the trust nor annual accounts of administration with and not to have any of such property examined by any court where such filing or examination is not required by applicable law.

(7). To retain for any period of time any property which may be received or acquired, even though its retention by reason of its character or otherwise would not be appropriate apart from this provision.

(8). To collect, receive and receipt for rents, profits or other income from any property which may be held.

(9). To expend money or other property in order to collect, sell, manage, conserve or administer any property which may be held, or in order to improve, repair, equip, develop, furnish, maintain, alter, extend or add to any such property.

(10). To sell at public or private sale (including, specifically, the power to initiate or participate in any public offering or underwriting), partition, exchange for like or unlike property, lease for any period of time even though it may be longer than the duration of the estate or of the trust, modify, renew or extend any lease, grant options upon, release, demolish, abandon, dedicate and otherwise dispose of any property which may be held, upon such terms and conditions, including credit, and for such consideration, even though it may be less than the value at which such property was appraised in the estate or was received or acquired, or for such other benefit, even though it may be intangible, as may be deemed appropriate.

(11). To transfer title to, grant rights in and convey in fee simple or otherwise any property which may be held, free of all trust.

(12). To invest and reinvest in any and all kinds of securities, domestic or foreign, including common and preferred stocks, bonds, debentures, notes, commodity contracts and mortgages; in investment trusts and in common trust funds; in any real property; in any personal or mixed property; in any business, mining or farming operation or other venture; or in any other interest or investment medium, even though such investment would not be of a character authorized by applicable law but for this provision.

(13). Not to diversify the property which may be held, whether such property was originally received or subsequently acquired by exchange, investment or otherwise.

(14). To retain cash for reasonable periods of time in amounts sufficient to meet anticipated needs, including payments of expenses and to beneficiaries.

(15). To do all things necessary, customary or desirable to conduct the affairs of an unincorporated business, mining or farming operation, real estate operation or other venture.

(16). To do all things necessary, customary or desirable to conduct the affairs of any corporation; to act as officer, director, attorney or employee of any corporation; and to place stock in the name of an individual executor or trustee or any beneficiary of the estate or of the trust in order to qualify him as a director of such corporation.

(17). Alone or with others, to organize, reorganize, merge, consolidate, recapitalize, dissolve, liquidate or otherwise create or change the form of any corporation, partnership, joint venture or other entity.

(18). To exercise all voting, sale, purchase, exchange or other rights or options with respect to any security or other property which may be held.

(19). To refuse, reject or not to exercise any offer to purchase, option to purchase, voting or other right or option with respect to any security or other property which may be held.

(20). To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from

any property which may be held; to serve as a member of a securities-holder protective committee; and to deposit securities in accordance with any plan agreed upon.

(21). To expend money or other property, whether by bidding in at foreclosure, by making a contribution to capital, by paying an assessment or otherwise, in order to protect any property which may be held.

(22). To pay, contest, compromise, abandon, release, adjust, submit to arbitration, sue on, defend and otherwise deal with and settle any claim in favor of or against the estate or the trust or the executor or trustees.

(23). To receive, acquire and retain policies of fire, motor vehicle, business-interruption, title, liability, fidelity, indemnity or other casualty insurance, either in stock or in mutual companies, in any amount, against any risk in which the estate or the trust has an insurable interest.

(24). To borrow money or other property for such periods of time, upon such terms and conditions, and for such purposes as may be deemed appropriate; to mortgage, pledge or otherwise encumber any property which may be held as security for any such loan; and to renew, extend or refund any existing loan either as mMaker or endorser.

(25). With respect to any obligation held, whether secured or unsecured, to reduce the interest rate thereon, to continue it upon and after maturity with or without renewal or extension and without regard to the then value of any security, to foreclose upon the security thereof or to acquire such security without foreclosure.

(26). To keep books of account and to mMake reports thereof upon such reasonable basis and with such detail as may be deemed appropriate.

(27). To execute any instrument, under seal or otherwise.

(28). To bind absolutely, by any action tMaken or not tMaken, all beneficiaries, born or unborn, ascertained or unascertained, of my estate or of the trust as against any other party; and no party dealing with the executor or trustees shall have any duty to follow any property transferred by him to the executor or trustees.

(29). To sell any property to, to exchange any property with, to purchase any property from or otherwise to deal with any beneficiary of the estate or of the trust or with any trust or estate of which either I, my wife or any issue of mine is or was a donor or beneficiary, whether created by this will or not, even though some or all of the executors or trustees are also fiduciaries of such other trust or estate; and when dealing with any fiduciaries, my executor or trustees shall have no duty to follow any property transferred by them.

(30). To act notwithstanding the self interest of any of the executors or trustees, including the powers to lease, mortgage or sell any property to or lease or purchase any property from any executor or trustee, to determine the amount of and to receive their compensation for services as executor or trustees or in any other capacity, in the case of a corporate trustee, to borrow from, deposit money or otherwise deal with its own banking department, to invest in its own stock or stock of any of its affiliates, or to invest in its own common trust fund, and to be interested in any investment, corporation, unincorporated business, farming or mining operation, real estate operation or other venture in which the estate or the trust is interested.

(31). To obtain the advice of accountants, attorneys at law, brokers, investment counsel, realtors, appraisers and other experts, and to compensate such experts by salary, commission, fee or otherwise, and to act pursuant to the advice of such experts without independent investigation.

(32). To delegate to one or more executors or to trustees or to agents: the authority to execute contracts, checks, documents of title and other instruments, to keep books of account, to prepare reports and tax returns, to hold possession and record ownership of securities, bank accounts and other property or to perform any other ministerial function; the authority to perform the following discretionary functions: the management of any investment, unincorporated business, farming or mining operation, real estate operation or other venture (whether by employing agents, giving proxies, entering into voting trusts or otherwise) and the selection of the time to acquire or to dispose of any property which may be held; any power, including this power, possessed by the executor or trustees which is necessary, customary or desirable so that the delegate may perform any function delegated pursuant to this paragraph; and to compensate such agents by salary, commission, fee or otherwise.

(33). To enter into binding agreements not to exercise any power which they possess upon such terms and conditions and for such reasons as may be deemed appropriate.

(34). To receive or to elect not to receive additional property from any source and to hold and administer such property as an integral part of the estate or of the trust and to assume any obligations associated with any such property received.

(35). To perform all binding executory contracts to which I was a party at the time of my death, and which had not then been fully performed, or which were entered into by the executor.

(36). To enter into any pooling or unitization agreement.

(37). To purchase options upon any property.

(38). To advance money on behalf of the trust or of the estate, for which advances, with any interest, the executor or trustees shall have a lien on the assets of the trust or estate as against any beneficiary.

(39). To permit any beneficiary to have the use, possession and enjoyment of any property then distributable pending actual distribution thereof.

Thirteenth. (A) I nominate and appoint _____, of _____, _____, to be executor of this will. In the event that _____,

for any reason, does not become or ceases to be executor of this will, I nominate and appoint _____, of _____, _____, to be such executor.

(B). I nominate and appoint _____, of _____, _____, and _____, of _____, _____, as trustees of all trusts created by this will. In the event that _____, for any reason, does not become or ceases to be a trustee of any trust created by this will, no successor trustee shall be appointed, and the remaining trustee shall continue to serve as sole trustee.

(C). If, for any reason, a guardian of the person or of the estate of any child of mine shall be required, I nominate and appoint my said wife to be such guardian. In the event that my said wife, for any reason, does not become or ceases to be such guardian, I nominate and appoint _____, of _____, _____, to be such guardian. I will and direct that no bond or other security be required of my said wife or of any other person appointed as such guardian. The independent trustee of the trusts designated with the names of any minor children of mine under Article Fifth hereof may, in its discretion, distribute to any person acting as guardian of such minor children from such trusts an amount or amounts deemed necessary by the independent trustee to enable the guardian to tMake such minor children into the home of such guardian, including expenses incurred in purchasing and moving to a more suitable home or expenses resulting in permanent improvement to the guardian's home. In the event that such expenditures are made, there shall be no obligation on the part of the guardian to mMake repayment.

(D). Any trustee may resign as trustee of any one or more of the trusts created by this will at any time for any reason. Such resignation shall be effective forthwith upon the filing of a writing to that effect signed by the resigning trustee in the court having jurisdiction of such trust designating the trust or trusts affected.

(E). There shall be at all times, as to each of the trusts created by this will, at least one independent trustee. As used in this will, the term "independent trustee" shall mean, collectively, all persons, corporations, partnerships or associations who have no beneficial interest vested or contingent in the property of the trust of which they are trustees, who are not "related or subordinate parties" as that term is defined in Section 672(c) of the Internal Revenue Code of 1986, and any amendments thereto. In addition, each must be one who can possess the powers vested in him without causing income or principal to be attributable to a trust beneficiary for federal income, gift or estate tax purposes prior to the actual distribution of such income or principal to such beneficiary. The initial independent trustee is _____.

(F). No trustee or executor to or from whom or to or from whose spouse or issue a payment or distribution of property, income or corpus may be made or withheld under any of the provisions of this will shall be permitted or required by the provisions hereof to vote upon or participate in any action tMaken thereon.

(G). All discretionary powers and duties vested in any executor or trustee hereunder which is not a natural person may be exercised on its behalf from time to time by its governing board, or by an appropriate committee, or by its principal officers or trust officers.

(H). No bond or other security shall ever be required to be given or be filed by any executor, trustee, ancillary or special administrator hereunder for the faithful execution of his duty hereunder. If, notwithstanding the foregoing provision, a bond shall nevertheless be required, no sureties shall be required thereon.

(I). No executor or trustee hereunder shall be liable except for his own wilful malfeasance or bad faith.

Fourteenth. (A) Unless the context requires otherwise, all words used in this will in the singular number shall extend to and include the

plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders.

(B). For all purposes under this will, adoption of a minor who is not an issue of mine by a person or persons shall have the same effect except for determining his age as if such minor were born to such person or persons on the date of his adoption.

(C). As used in this will, the terms "brother" and "sister" shall include persons who have acquired the designated relationship by the half as well as the whole blood, but shall be limited to persons related to me by blood or adoption.

(D). As used in this will, the terms "trustee" and "executor" shall include all those holding such offices hereunder from

time to time without regard to whether they were initially appointed, successor or additional fiduciaries, and the term "executor" shall include any ancillary or special administrator holding such office hereunder.

(E). As used in this will, the term "children" means first generation offspring of the designated ancestor; the term "issue" means both children of the designated ancestor and lineal descendants indefinitely.

In witness whereof, I have hereunto set my hand and seal and published and declared this instrument to be my last will and testament at the _____ of _____, _____ County, _____, on _____[date].

_____(Seal)

The foregoing was signed, sealed, published and declared by the therein named _____ as _____ last will and testament at the _____ of _____, _____ County, _____ on _____[date], in the presence of us, the undersigned, who, at _____ request and in _____ presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses at said same place and time.

_____ residing at _____[address] _____ residing at _____[address]

Limited partnership agreement for multiple housing and other real estate ventures.

This agreement of limited partnership, executed on _____, 19__, by and between _____ corporation, a _____ corporation, as general partner, designated "general partner," and those certain individuals identified in Schedule A, limited partners, all of whom desire to form a limited partnership pursuant to the provisions of _____[statutory citation], known as the Uniform Limited Partnership Act.

Article 1. Name and Location of Partnership

The partnership shall be known as _____, Ltd., a limited partnership.

The principal place of business of the partnership shall be _____ street, _____, _____, or at any other place or places as general partner shall determine.

Article 2. Business of Partnership

The business of the partnership shall be the acquisition, ownership, development of, operation and management of multiple housing project units and other income producing structures and/or making of investments in general partnerships, limited partnerships and other real estate oriented business entities to the financial advantage of the partnership.

Article 3. Term of Partnership

The partnership shall commence at the date of this agreement. Except as otherwise provided in Articles 10 and 11 below the term of the partnership shall be for not less than _____ years nor for more than _____ years from the commencement date.

Article 4. Partnership Capital

The capital of the partnership shall consist of the assets described in the most recently prepared statement of condition of the partnership, a copy of which is annexed as Schedule B, and by this reference made a part. The interest of each partner in the net worth of the partnership shall further be scheduled in the statement of condition.

Article 5. Share of Profits

The net profits earned by the partnership shall be allocated to the partners in proportion to their ownership of the capital of the partnership.

Article 6. Losses

The losses of the partnership shall be allocated to the partners in proportion to their ownership of the capital of the partnership: provided, however, unless otherwise agreed upon a limited partner shall not become liable for the obligations of the partnership in an amount in excess of his or her capital contribution to the partnership.

Article 7. Management of Partnership: Powers, Duties and Restrictions

General partner shall have the exclusive power and authority to conduct the management of the partnership business and shall devote the time to the partnership as shall be reasonably required for its welfare and success. General partner shall be empowered and the limited partners acknowledge and understand that from time to time the general partner may deem it to be in the best interest of this partnership to purchase real property or properties from general partner provided that with respect to the development of a project by the partnership or by general partner in behalf of the partnership, the purchase price shall in no event exceed general partner's acquisition cost plus interest on cash invested for the holding period of the property or properties by the general partner at rates not to exceed those then prevailing in the financial community. General partner shall have the right and power to act as a principal either directly or through any entity which it controls, or through any individual who is a director of or owns a controlling interest in general partner, or any entity which it controls, in selling to the partnership personal property, furniture and furnishings and

other articles of a tangible or intangible nature, provided the purchase price of the property purchased by the partnership shall not exceed its cost to the general partner. The powers of general partner shall further include but not be limited to the following:

1.

To purchase, sell, exchange or convey real property (including any mortgage or leasehold interest, or other property which may be acquired by the partnership upon the transfer of real property), interests in partnerships owning real property and/or business entities or interests and to grant or acquire an option or options for the purchase of real property, interests in partnerships owning real property and/or business entities or interests.

2. To lease all or any portion of real property without limit as to its term.

3.

To borrow money for purposes limited to the operation and conduct of the partnership business and as security to mortgage all or any part of the partnership real property. Also, to obtain replacements of any mortgages and to prepay in whole or in part, refinance, consolidate or extend any mortgages affecting real property. All of the above at such price, rental or amount for cash, securities or other property, and upon such terms as it deems proper.

4. The general partner shall receive compensation from the partnership only as provided:

A. The general partner shall have the right to designate itself or any other entity which it controls as listing broker for the partnership for the sale of any real property owned from time to time by the partnership at the time the property is offered for sale, provided that the commission charged the partnership on sale shall not exceed a flat ____% of the sales price or some greater flat percentage of the sales price as shall correspond to any established increases in the commission charges of real estate brokers in the community as may occur from time to time. Under no circumstances shall the partnership be obligated or required to pay a real estate brokerage commission on the purchase of real property, nor shall the general partner or an entity which it controls be entitled to real estate commissions on the purchase of real properties for the partnership either from the partnership, sellers of real properties or listing brokers.

B. The general partner shall be entitled to a partnership management fee for consultative services from the partnership for services rendered as described in this paragraph B in the management, operation and conduct of the partnership business. The consultative services shall consist of the following:

(i). Providing expert and professional research, consultation, analysis and advice concerning real estate investment and development opportunities in furtherance of the partnership's business which, for reasons based upon the general partner's sole and absolute judgment and discretion, do not materialize in acquisition of existing real estate projects or development of new real estate projects. However, the general partner shall be under no duty nor shall it be required to perform any consultative services following the receipt by the partnership of all cash sums constituting the initial partnership capital.

(ii). Establishing rental schedules for each project acquired or developed for the 12-month period following the partnership's acquisition or development.

(iii). Providing initial and nonrecurring expert advice and recommendations to the partnership following the acquisition or development of a project concerning the need for and desirability of painting and decorating, repairing and cleaning the improvements, appurtenances and contents comprising a project and insuring that all rental premises are safe and secure for human habitation and all structures, appurtenances and service systems have been maintained in compliance with the rules of all regulatory agencies and are in good and safe working order and condition.

The compensation payable to the general partner for the above services shall consist of a nonrecurring fee restricted to a sum not to exceed ____% of the cost of each project purchased or developed. However, the cost of the project to the partnership plus partnership management fee shall in no event exceed the value of the project as established by independent _____ appraisal. The compensation shall be allocated as a deduction from the capital accounts of the limited partners to the capital account of general partner, it being understood and agreed that general partner may withdraw from the partnership capital all or any part of the sums so allocated to its account at any time after the allocations for services are made.

C. The general partner or any other entity which it controls shall be entitled to a property manager's fee for operational services to be rendered to the partnership to include the following:

(i). Undertaking a program of continuing partnership property management to establish that the overall business objectives of the partnership are being fulfilled.

(ii). Assuming and discharging its obligation to manage and conduct the partnership business with respect to real property owned by the partnership through liaison with all general partner wholly owned subsidiaries to insure that all partnership owned real property is being professionally and capably managed and properly maintained, that major remodeling and property replacement programs are implemented when necessary, that after the initial rental schedules for partnership properties have been established they are periodically adjusted to reflect current market conditions and that properties are sold at times justified by economic conditions at prices and terms advantageous to the partnership.

(iii). Overall responsibility for operating and managing real estate projects owned by the partnership including employment and supervision of resident apartment house managers, preparing operational manuals for guidance of resident managers, establishing procedures in connection with the following: collection and deposit of rentals, rental of vacant apartment units, eviction procedures, maintenance requests by tenants and preparation of records and reports. The amount of compensation payable to general partner or the controlled entity acting as property manager shall not exceed _____% of gross receipts or the customary fees of property managers which shall prevail in the community from time to time, whichever is the greater.

D. General partner shall have the right to render maintenance and repair service to the partnership for its properties, or to employ any other entity which it controls for that purpose, provided the cost to the partnership for the service shall not exceed the customary charges for services which prevail in the community from time to time.

E. The general partner or any other entity which it controls shall have the right to enter into fixed cost construction contracts with the partnership provided that the contract price established shall be competitive with the charges prevailing in the community of other general contractors similarly situated.

F. The general partner shall have the right to enter into contracts for the development of partnership owned unimproved real property under which the general partner's remuneration will be restricted to an amount the lesser of the excess of the _____ appraised value of the completed project over all development costs (including the partnership management fee for consultative services) or _____% of the development costs of the project. For purposes of computing the development cost of a project, land purchased from the general partner or third parties shall be valued at its acquisition cost to the partnership except if land purchased by the partnership from the general partner has been held for a period of more than _____ months or if held for a period of less than _____ months has been rezoned during that period, the value shall be determined by independent _____ appraisal at the time of acquisition by the partnership.

5. (a) The limited partners shall have no right, individually or collectively, to tMake part in the control or management of the business or affairs of the partnership.

(b). In the event the limited partnership should at any time have more than one person or entity as its general partner, the vote of a majority in number of the general partners shall be sufficient in any and all transactions where the limited partnership may by written instrument borrow money and as security encumber or alienate in any form real property or any interest become obligated to purchase, sell, lease, option, encumber or alienate in any form, real property or any interest, or to acquire, transfer or assign partnership interests or interests in other business entities. In all transactions with third parties requiring a majority vote in accordance with the above, a written certification executed by all general partners representing a majority in number of the general partners, shall be deemed conclusive evidence of the authority of the limited partnership to enter into the particular transaction involved.

(c). Unless permitted by written consent or ratification of all limited partners, the general partner shall have no authority to:

1.

Do any act in contravention of the certificate of limited partnership.

2.

Do any act which would mMake it impossible to carry on the ordinary business of the partnership.

3.

Confess a judgment against the partnership.

4.

Admit a person as a general partner.

Article 8. Distributions

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All surplus cash deposited to the credit of the partnership in excess of the operating requirements of the partnership, including new projects which may be designated by general partner as necessary or desirable for the partnership to achieve its financial objectives, shall be distributed periodically to partners in proportion to their ownership of the capital of the partnership. Surplus cash may be distributed to partners irrespective of whether or not the partnership has taxable income or earnings for tax or accounting purposes.

Article 9. Partnership Books

At all times during the continuance of the partnership, general partner shall keep, or cause to be kept, full and true books of account in which shall be entered, fully and accurately, each transaction of the partnership. The books of account, together with a certified copy of the certificate of limited partnership and any amendments, shall be at all times maintained at the principal offices of the partnership, and shall be open to the reasonable inspection and examination of every partner or his or her duly authorized representative.

Annual statements of partnership gross receipts and operating expense, as prepared by the partnership's accountants, shall be transmitted to each of the partners. Further, within a reasonable period after the close of each year, a report shall be transmitted to each partner indicating his or her share of the profits or losses of the partnership, for the year, for federal and state income tax purposes.

Article 10. Removal of General Partner and Voluntary Dissolution and Termination of Partnership by Partners

Upon the agreement of a majority in interest of the general and limited partners, the general partner may be removed and/or the partnership may be dissolved and the assets liquidated.

The removal of the general partner shall cause the dissolution and termination of this partnership unless with _____ days following the effective date of removal, a majority in interest of the limited partners appoint another person, corporation or other business entity as general partner.

Upon any voluntary dissolution the partnership shall immediately commence to wind up its affairs. The property of the partnership shall be liquidated, and the proceeds distributed to the partners in the manner provided by law.

Article 11. Termination by General Partner

Unless otherwise terminated as provided, it shall be the responsibility of general partner to terminate this partnership in the manner provided in this article. No property other than cash shall be distributed to any limited partner in liquidating and terminating the partnership business.

During the first _____ years of the partnership term, the general partner shall give each limited partner written notice of any proposed sale of partnership real estate projects. No sale shall be concluded if, within _____ days from the date of notice, a majority in interest of the limited partners deliver to the general partner an instrument in which the proposed sale is declared a breach of trust by general partner.

At any time or times from and after _____ years from the commencement date, general partner may, in its sole and absolute discretion, sell and convey any or all of the properties owned by the partnership as a means of effecting a complete sale of all partnership property on or before _____ years from the commencement date. The net cash proceeds realized on the sales shall upon receipt and collection, be distributed to the partners in proportion to their ownership of the capital of the partnership. In all events, the sale of all the properties owned by the partnership shall, and must be consummated and the cash proceeds distributed to the partners not later than _____ years from the commencement date. In its efforts to achieve a sale of partnership properties on terms most advantageous and beneficial to the partnership, general partner may consummate sales for cash and secured promissory notes. In that event, notwithstanding that the term of the partnership might be extended beyond the maximum term specified in Article 3, the general partner is expressly authorized and empowered to accept secured promissory notes in part payment, provided that the due date on each and every promissory note or notes so received shall not extend the term of this partnership for more than _____ years beyond the maximum term.

Article 12. Involuntary and Voluntary Withdrawal

The involuntary withdrawal of a partner shall occur if a partner dies, is expelled, is adjudicated incompetent, is adjudicated insolvent, permits his or her partnership interest to become subject to a charging order, or defaults on an obligation secured by an assignment of his or her partnership interest. In any of these events a partner shall be deemed to have withdrawn from the partnership upon the date of the occurrence, and the value of the partner's interest shall be determined as of that date.

Subject to the paramount rights of a majority in interest of general partner and limited partners to dissolve and liquidate the partnership as provided for in Article 10, a partner may voluntarily withdraw all or a portion of his or her interest in the partnership by notifying the partnership in writing of the intention to do so. The value of an interest of a voluntarily withdrawing partner shall be determined as of the date of the written notice.

In the event of an involuntary withdrawal occasioned either by death or incompetency, and further in the event both

the partnership and the legal representative of the deceased or incompetent partner should both agree, the interest of the partner may devolve to the personal representative or the heirs, successors and/or assigns of the partner without the requirement of a purchase of the interest by the partnership. In all other instances of involuntary or voluntary withdrawal, the partnership shall buy, and the withdrawing partner or his or her legal representative shall sell, the interest of the withdrawing partner for the price and on the terms set forth.

The fair market value of a withdrawing partner's interest shall be determined by the general partner. In this connection, the general partner shall distribute to all partners annually or at more frequent intervals if practicable, a written statement of condition reflecting the value of all partnership assets and liabilities as of the date of the statement. For purposes of this statement, all assets and liabilities shall be valued in accordance with the customary accounting principles and procedures, except for real properties and improvements with personal property situated there, designated as "project" or "projects" according to context, the gross value of which shall be determined in accordance with the most recent appraisal report of an independent _____ appraiser, which report the general partners shall cause to be prepared periodically as deemed necessary to reflect changes in appraised values. There shall appear in this statement of condition as a deduction from the value of each project, a reserve for commission upon sale. The reserve shall be credited annually with a sum equal to _____ of _____ percent of the most recent _____ appraised value for each project. Credits to the reserve account shall accumulate over the period during which each project is held by the partnership and shall represent an estimate of the anticipated real estate commissions to be borne by the partnership upon sale. The value of a withdrawing partner's interest in the net worth of the partnership as determined by the most recently prepared statement of condition shall be allocated to the withdrawing partner in proportion to the partner's ownership of the capital of the partnership. In the event, however, a partner should withdraw prior to the _____ anniversary date of his or her admission to the partnership, there shall be subtracted from the value of the interest a sum equal to _____ percent.

If a withdrawing partner, or his or her personal representative, should not agree with the determination of the value of his or her interest by general partner, then an appraiser acceptable to the general partner and the withdrawing partner or his or her personal representative shall be selected. The appraiser shall submit in writing the determination of the gross value of each project, which determination shall be binding upon the partnership and the withdrawing partner, or his or her personal representative. The cost of the appraisal shall be borne solely by the withdrawing partner or his or her personal representative. To the extent required by the determination of the appraiser selected by the general partner and the withdrawing partner or his or her personal representative, the net worth appearing on the most recently prepared statement of condition of the partnership shall be adjusted accordingly, and the value of the withdrawing partner's interest shall be determined in accordance with the provisions set forth in this article.

In the event of a voluntary or involuntary withdrawal as set forth, the purchase price shall be paid by the partnership by the execution of an unsecured promissory note bearing interest at the rate of _____ percent per annum, and calling for _____ equal annual payments of principal and interest commencing one year from the date of execution, except that in the event of withdrawal resulting from expulsion, the note shall bear interest at the rate of _____ percent per annum. The note will limit recourse of the payee in the event of default to the assets of the partnership. The partnership shall have the sole and exclusive option, however, to pay the purchase price for the withdrawing partner's interest in cash immediately upon that determination and the general partner acknowledges its intention to effectuate this action when and if the partnership's financial condition so warrants.

The partnership books of account as prepared and maintained by the partnership accountant shall be conclusive upon the partners in the determination of the balance in the partners' capital accounts for purposes of the computations set forth.

Article 13. Expulsion

The violation of any of the covenants and conditions of this agreement or the conviction of any crime involving moral turpitude committed by a limited partner shall be grounds for expulsion. If there is more than one general partner acting at the time the unanimous concurrence of all general partners shall be required for expulsion. If there is only one general partner acting at that time, the general partner alone may order expulsion.

Article 14. Dissolution and Termination by Operation of Law

The withdrawal or dissolution of general partner shall cause the dissolution and termination of this partnership unless within _____ days following the effective date of withdrawal or dissolution, a majority in interest of the limited partners appoint another person, corporation or other business entity as general partner.

Article 15. Assignment

Except as provided, no limited partner shall sell, transfer or convey all or any part of his or her interest in the partnership, unless he or she has given written notice to the partnership of his or her intention so to do. The notice

must name the proposed transferee and specify the terms of purchase. For a period of _____ days the partnership shall then have the option to purchase the interest of the proposed transferor for the price and terms set forth in the written notice. If the option is exercised within the _____ -day period, the transferor shall be given written notice of that fact. If the option is not exercised within _____ -day period, then the interest of a selling limited partner may be transferred at any time within _____ months from the date of notice for the price specified. The purchaser will receive and hold the interest he or she receives subject to all the terms and conditions of this agreement. No transfer authorized by this article shall be accomplished unless and until the transferring partner shall have obtained the prior written consent of the _____ commissioner of corporations, should be required. The responsibility of securing consent and any and all filing fees and legal costs incidental shall be borne solely by the transferring partner. Any partner may transfer or assign his or her interest in the partnership to another partner or partners or assign for security his or her partnership interest to another partner or partners or to third parties, without notice to the partnership as required and without further complying with the provisions of this article. In the event an assigning partner should default on the obligation secured by the assignment of his or her partnership interest, the partnership shall have the option of either paying to the assignee of the partner those sums as are necessary to satisfy in full the obligation of the assigning partner to the assignee and to release the partnership interest from the assignment, or purchasing the interest of the defaulting partner in accordance with the provisions in Article 12 above. Should the partnership elect to exercise the option to cure the default, the interest of an assigning partner in the partnership capital shall be reduced to the extent of the sums disbursed by the partnership to cure the default. In the event the partnership should not elect to exercise either of the above options, the assignee shall survive to the interest of the defaulting partner only in the event of unanimous consent of all general partners.

Article 16. New Partners; New Capital

(a). In the event new partners are admitted to the partnership or new capital is obtained from existing partners, this instrument shall cover the rights and liabilities of the partners who are original signatories as well as the rights, duties and liabilities of all parties who may later contribute additional capital or be admitted as new partners to this partnership.

(b). The proportionate interest in the capital of the partnership to be allocated to additional capital contributions received from new or existing partners, shall be determined by adding to the total partnership net worth appearing in the most recently prepared statement of condition, the value of the additional capital contributions. The sum resulting shall be designated "partnership net worth" and the proportionate interest to be allocated to the additional capital contributions shall be that fraction having as its numerator the value of the additional capital contributions, and as its denominator "partnership net worth."

(c). The proportionate interest in the capital of the partnership of all existing partners shall be that fraction having as its numerator the value of the partners' capital accounts appearing in the most recently prepared statement of condition, and as its denominator "partnership net worth."

(d). If any offering made under this article should constitute an offering to the public, or in any other manner require approval of the _____ commissioner of corporations, this approval shall be obtained by this general partner.

Article 17. Filing of Certificates

The parties shall, with the execution of this instrument, sign and acknowledge a duplicate certificate of limited partnership, pursuant to the provisions of _____[statutory citation]. They shall cause one (1) of the certificates to be recorded in the office of the recorder of the county in which the principal place of business of the partnership is situated. Amended certificates shall likewise be recorded when and as the amendments are made.

Article 18. Power of Attorney

Each of the limited partners irrevocably constitutes and appoints the general partner the true and lawful attorney for the undersigned to make, execute, sign, acknowledge and file the certificates of limited partnership and/or amendments, as required under the laws of the state of _____, and to include all information required by those laws, and also to make, execute, sign, acknowledge and file all other instruments as may further be required under the laws of the state of _____.

Article 19. Notices

(a). All notices given to the partnership or to the general partner shall be given in writing by registered or certified mail addressed to the partnership at the principal office of the partnership.

(b). All notices given by the partnership or by the general partner to any limited partners shall be given in writing by registered or certified mail addressed to the address set opposite his or her signature at the end of this agreement or to any address as the limited partner may designate in writing.

Article 20. Arbitration

In the event any controversy or claims arising out of this partnership agreement cannot be settled by the partners, or their legal representatives, the controversy or claim shall be settled by arbitration in accordance with the current rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. In addition to any other sums found to be due, if any, the prevailing party in any proceedings shall be entitled to recover from the other party the cost of the proceedings, including reasonable attorneys' fees.

Article 21. Counterparts

This agreement may be executed in any number of counterparts and when so executed, all of the counterparts shall constitute a single instrument binding upon all parties notwithstanding the fact that all parties are not signatory to the original or to the same counterpart.

Article 22. Notice of Dissolution

Upon dissolution of the partnership a notice of dissolution shall be published and an affidavit of shall be published and filed as required by law.

In witness, the partners have executed this agreement this _____ day of _____, 19__.

Schedule A.

Limited Partners

Name Address Date

.....

.....
[Etc.]

Schedule B.

_____, Ltd.

Statement of Condition _____, 19__

Initial Investment Partner's Equity [Date]

General Partner:

_____ Corporation \$.....%

Limited Partners:

.....%
.....%
.....% [Etc.]

Totals \$.....100.0000%

Consent to will disposing of community property.

I, _____, wife of _____, the mMaker of the foregoing will, having read it in its entirety, and clearly understanding that my said husband by his said will disposes not only of all of his separate estate, in case there be any such, but also all of our community property, including the share thereof which I would be entitled to tMake and receive by law upon his death, as well as his own share or interest therein, and being fully convinced in my own mind of the reasonableness and equity of said will and the wisdom of its provisions, and in consideration of the provisions made for me therein, hereby elect to and do accept, acquiesce in and consent to said will and all of its provisions, including disposition at the death of my said husband of all his separate and of all of our community property. I hereby accept such of the said provisions of said will as apply to or concern me.

In witness whereof, I have hereunto set my hand on _____[date].

Witnesses:

_____, residing at _____.

_____, residing at _____.

General form.

As to the child [or "children"] of the parties, referred to above, it is agreed as follows:

- 1. Wife is to have the sole custody and control of child [or "children"] without any interference on part of husband.

2.

Husband shall pay to wife \$_____ each and every month [or as otherwise agreed on], beginning on _____, 19____, to be applied by wife to the support, maintenance and education of child [or "children"] until he [or "they"] reach the age of 21.

3.

Wife agrees to educate and maintain child [or "children"] in the style and manner in which he [or "she" or "they"] is now living and in which he [or "she" or "they"] has been accustomed to live.

4.

Wife agrees to not remove or allow to be removed child [or "children"] more than _____ miles from the city of _____, without consent of husband.

5.

After child [or "children"] attains the age of 14 years [or age agreed on] he [or "they"] shall be at liberty to reside with either of the parties at his [or "their"] election.

6.

Husband shall have the right to visit child [or "children"] once a week [or as agreed] if he so desires, at such reasonable times and places as wife may designate.

Lease of warehouse.

This lease, made and entered into this the _____ day of _____, _____, by and between _____ (herein called owner) and _____, Inc., a _____ corporation with its principal place of business in _____ [city, state] (herein called lessee): witnesseth:

That the owner has hereby leased to the lessee, and the lessee has hereby hired and taken from the owner the following-described property: _____.

The terms and conditions of this lease are agreed to be as follows:

1.

The term of this lease shall be three (3) years, beginning January 1, _____ and terminating December 31, _____, provided, however, that on or before November 1, _____ lessee shall have the option for renewal for another 2 year term provided such option is exercised by written notification to the owner on or before November 1, _____, upon the same terms and conditions as provided for the original term of this lease except as to monthly rental, which shall be \$_____ per month for the years _____ and _____.

2.

As rental for said premises, lessee shall pay to owner for the first 12 months of this lease, the sum of \$_____ per month, payable in advance on or before the first day of each month, beginning with the month of January _____, and for the remaining period of lease, the sum of \$_____ per month, beginning January 1, _____, payable monthly in advance on or before the first day of each month, beginning with the month of January _____.

3. It is also mutually agreed as follows:

(a). The owner shall be responsible for and shall pay all taxes and assessments imposed on the demised premises by any lawful authority.

(b). The owner shall carry insurance on the building but not on the contents thereof, and shall maintain the sprinkler system and the roof, walls and structural parts of the building in proper condition for use by lessee.

(c). Electrical service will be separately metered at the expense of and for the account of the lessee. Any alterations to the building shall be at the expense of the lessee and shall be restored by the lessee at its own expense at the termination of the lease except upon written consent of the owner.

4. The lessee covenants and agrees that it will take good care of the premises and upon the termination of this lease, will surrender the premises in as good order and condition as they are in the beginning of this lease, ordinary wear and tear excepted; and that it will make no unlawful or offensive use of the premises. If the lessee shall fail and neglect to make any payment of rent when due or within 15 days after written notice thereof, or shall violate any of the provisions of this lease, the owner, without any other notice or demand, may at their option, terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the owner may in lieu of the above or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this lease.

Lease of warehouse property—South Carolina.

Lease of Warehouse Property

State of South Carolina County of _____

Whereas, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That _____ hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth,

All that certain lot of land, with the improvements thereon, situate in the City of _____, County of _____, South Carolina, described as follows: _____.

Also: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2.

The term of this Lease shall commence on the _____ day of _____ and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3.

The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4.

It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly take over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5.

The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6.

The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the _____ day of _____ County of _____.

_____, _____.

Witness our hands and seals, this the _____ day of _____, A.D. _____.

(Seal) Witnesses as to Lessor:

_____ (Seal) _____ Lessor

Witnesses as to the Commissioner:

Commissioner of Agriculture, State of South
Carolina

State of South Carolina

Personally appeared before me _____ who, upon oath, says that he saw the within named _____ sign, seal
and deliver the within lease and that he with _____ witnessed the execution thereof.

Sworn to before me this _____ day of _____, _____.

Notary Public for South Carolina State of South Carolina County of _____

Personally appeared before me _____ who, upon oath, says that he saw _____, Commissioner of Agriculture
of the State of South Carolina, sign, seal and deliver the within lease and that he with _____ witnessed the
execution thereof.

Sworn to before me this _____ day of _____, _____.

Notary Public for South Carolina

Intercreditor and subordination agreement.

RECORDING REQUESTED

BY AND WHEN RECORDED

MAIL TO:

INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (the "Agreement") is made as of

_____[date], among _____, a _____ ("Senior Lender"), _____, a _____ ("Subordinate Lender"), and _____, a _____ ("Borrower"), and is made with reference to the following facts:

A. Senior Lender has agreed to make a loan to Borrower in the aggregate principal sum of up to \$_____ (the "Senior Loan"), which Senior Loan is evidenced by that certain Promissory Note dated _____ (the "Senior Note") executed by Borrower and payable to Senior Lender or its order.

B. Payments under the Senior Note are secured by, among other things, that certain Deed of Trust and Security Agreement With Assignment of Rents and Fixture Filing of even date herewith (the "Senior Deed of Trust"), executed by Borrower for the benefit of Senior Lender, recorded concurrently herewith in the Official Records (the "Official Records") of the County Recorder's Office, encumbering certain real property described more fully in Exhibit A attached hereto (the "Property") and by that certain Assignment of Leases of even date herewith (the "Senior Assignment of Leases"), executed by Borrower in favor of Senior Lender, recorded concurrently herewith in the Official Records, also encumbering the Property. The Senior Note, the Senior Deed of Trust, the Senior Assignment of Leases and all other documents and instruments evidencing and securing the Senior Loan are hereinafter collectively referred to as the "Senior Documents." All amounts due under the Senior Note and any other Senior Loan Document are hereinafter referred to collectively as the "Senior Indebtedness."

C. Subordinate Lender is the owner and holder of that certain Deed of Trust, dated as of _____ (the "Subordinated Deed of Trust"), executed by Borrower for the benefit of Subordinate Lender, recorded on _____ [date], as Document No. _____ in the Official Records, encumbering the Property and securing indebtedness in the original principal amount of \$_____ (the "Subordinate Loan"). The Subordinate Loan is evidenced by that certain Promissory Note dated _____ (the "Subordinate Note"). The Subordinate Note, the Subordinated Deed of Trust and all other documents evidencing and securing the Subordinated Loan are hereinafter referred to collectively as the "Subordinate Loan Documents." All amounts due under the Subordinate Note and any other Subordinate Loan Document are hereinafter referred to collectively as the "Subordinate Indebtedness."

D. As an inducement to Senior Lender to disburse the proceeds of the Senior Loan, Subordinate Lender has agreed to subordinate the Subordinate Indebtedness to the Senior Indebtedness and the liens and security interests of the Subordinate Loan Documents to the liens and security interests of the Senior Loan Documents.

E. The parties desire to set forth the certain agreements among them relating to the Senior Loan, the Senior Indebtedness, the Subordinate Loan and the Subordinate Indebtedness.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1.

Subordinate Lender represents and warrants that copies of the Subordinate Loan Documents previously delivered to Senior Lender represent all of the documents evidencing and securing the Subordinate Indebtedness and that such previously delivered copies are true, correct and complete copies of such documents.

2.

Subordinate Lender hereby agrees that the Subordinate Indebtedness is and shall be subject and subordinate to the Senior Indebtedness and that the liens and security interests created by the Subordinate Loan Documents are and shall be subject and subordinate to the liens and security interests created by the Senior Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made under the

Senior Loan Documents pursuant to the terms thereof.

3.

Until such time as the Senior Indebtedness has been paid in full, the payment of all or any part of the Subordinate Indebtedness shall be postponed and subordinated to the payment in full of the Senior Indebtedness. Notwithstanding

the foregoing, so long as no default under any Senior Loan Document has occurred and is continuing, Subordinate Lender shall be permitted to receive regularly scheduled payments (but not prepayments) as provided in the Subordinate Loan Documents.

4.

In the event that Subordinate Lender receives any payment from Borrower or from any other source whatsoever in respect of all or any part of the Subordinate Indebtedness other than as expressly permitted by the terms of this Agreement, such payment shall be received and held by Subordinate Lender in trust for Senior Lender and, upon request from Senior Lender, shall be promptly paid over by Subordinate Lender to Senior Lender.

5.

Subordinate Lender hereby waives (a) all diligence in collection or protection of or realization upon the Senior Indebtedness or any thereof or any security therefor, and (b) any and all rights Subordinate Lender may have pursuant to Section 3433 of the Civil Code of the State of California.

6.

Subordinate Lender shall not, without the prior written consent of Senior Lender (a) transfer or assign all or any part of the Subordinate Indebtedness or any rights in respect thereof, (b) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower, or (c) seek any accounting from Senior Lender in respect to the proceeds of the Property.

7.

Subordinate Lender agrees that in the event of a casualty to the buildings or improvements constructed on the Property or a condemnation or taking under a power of eminent domain of all or any portion of the Property, the buildings or improvements thereon, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at Senior Lender's election, by Senior Lender, and all payments and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a taking shall be paid to Senior Lender or at Senior Lender's direction for use and application pursuant to the terms and provisions of the Senior Loan Documents. Subordinate Lender irrevocably assigns to Senior Lender all of its interest in any such claims, settlements or awards and irrevocably grants to Senior Lender a power of attorney, coupled with an interest, to execute any and all documents on Subordinate Lender's behalf necessary in connection with the prosecution or settlement of such claims, awards and payments. Senior Lender shall promptly notify Subordinate Lender of any documents executed under the aforesaid power of attorney.

8.

Subordinate Lender shall deliver to Senior Lender copies of any notice of default or other notice given or received by Subordinate Lender with respect to the Subordinate Indebtedness and Senior Lender shall have the right to cure any default under any of the Subordinate Loan Documents within the applicable cure period set forth in such Subordinate Loan Documents.

9.

Senior Lender shall deliver to Subordinate Lender copies of any notice of default or other notice given or received by Senior Lender with respect to the Senior Indebtedness and Subordinate Lender shall have the right to cure any default under any of the Senior Loan Documents within the applicable cure period set forth in such Senior Loan Documents.

10.

Until such time as the Senior Indebtedness has been paid in full, Subordinate Lender waives and releases any and all rights of subrogation which it may have against the Property which subrogation would result in Subordinate Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents for any funds which Subordinate Lender may advance either to cure defaults under the Senior Loan Documents or pay liens encumbering the Property or otherwise protect the lien of the Subordinate Loan Documents or any of them.

11.

This Agreement shall inure to and be binding upon the successors and assigns of each of the parties hereto. The parties hereto shall execute such further documents or instruments and take such further action as may be necessary from time to time to carry out the intent of this Agreement.

12.

Senior Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act of Borrower, or Subordinate Lender, or any non-compliance of Borrower or Subordinate Lender with any agreement or obligation, regardless of any knowledge thereof which Senior Lender may have or with which Senior Lender may be charged; and no action of Senior Lender permitted hereunder shall in any way affect or impair the rights of Senior Lender and the obligations of Subordinate Lender under this Agreement. No delay on the part of Senior Lender in the exercise of any rights or remedies shall operate as a waiver thereof, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Senior Lender except as expressly set forth in writing duly signed and delivered on behalf of Senior Lender.

13. All notices, demands and other communications in connection with this Agreement shall be in writing and shall be deemed to be given to or served upon the addressee thereof upon actual delivery to the addresses designated below for the parties, respectively, or 72 hours after the deposit thereof at any branch of the United States Post Office, certified or registered mail, postage prepaid, addressed as follows:

If to Senior Lender: _____

Attention: _____

If to Subordinate Lender: _____

Attention: _____

If to Borrower: _____

Attention: _____

By notice complying with this Section, each party may from time to time change the address to be subsequently applicable to it for the purpose of this Section.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. This Agreement shall terminate upon full and final payment of any and all amounts due under the Senior Indebtedness.

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

Senior Lender: _____,

a _____

By: _____

Name: _____

Title: _____

Subordinate Lender: _____,

a _____

By: _____

Name: _____

Title: _____

Borrower: _____,

a _____

By: _____

Name: _____

Title: _____

Incident to sale and subdividing of land subject to vendor's lien.

This agreement made at _____ between _____, hereinafter called seller, and _____, hereinafter called purchasers, and _____, hereinafter called trustee, witnesseth:

Whereas, seller is the owner of the real property described as follows: _____, altogether containing _____ acres of land more or less. Together with the privileges and appurtenances thereto belonging:

Whereas, seller is willing to sell and purchasers are willing to buy said land for \$_____ of which amount \$_____ shall be paid on the

signing of this agreement and \$_____ shall be paid in manner hereafter set forth and fully paid within _____ years from the date

hereof with interest thereon from the date hereof at the rate of _____ percent per annum, payable semiannually to trustee; and

Whereas, purchasers desire to have said land platted into lots with streets, under an arrangement whereby each lot may be released

from the purchase-money lien of the unpaid balance of \$_____ and the interest accrued on the release value as hereinafter provided,

schedule of such release values to be attached to this agreement, and marked Exhibit A:

It is hereby agreed that in consideration of the covenants herein, of purchasers, and the payment by them to seller of _____ dollars on the signing of these presents, seller will convey said real property to _____, as trustee, free, clear and unincumbered, except the taxes and assessments due and payable after _____[Date], with opinion of title, showing title vested in trustee free from material defects to be held and conveyed by trustee under the following trusts and conditions:

Purchasers agree to buy said real property for \$_____, to pay to seller _____ dollars thereof on the signing of this agreement by all parties, to pay trustee the remainder in the manner herein provided with interest as aforesaid, to pay the taxes and assessments on said property due and payable _____[Date], and thereafter as they become due, to keep all buildings now on hand fully insured in companies satisfactory to seller, and pay all insurance premiums for insurance on the buildings on land and deposit said policies with trustee, to pay all costs and expenses incident to the platting of land, to grade and turnpike all streets in plat of land, to lay stone or cement sidewalks on south side of _____ street of plat, to pay for all grading, turnpiking, and sidewalks and prevent the filing of mechanic's liens against land therefor, and the same to be completed within _____ from the date of this agreement.

The plat of lands shall be satisfactory to seller, and approved by him. And when plat shall be completed and approved by the city and county authorities having jurisdiction over the approval of plat, seller shall fix a schedule giving the lot number and opposite thereto the amount that must be paid to trustee by purchasers or their nominees, which schedule shall be made in triplicate, one copy deposited with trustee, one copy with seller and one copy with purchasers. Each schedule shall be signed by all parties hereto.

Trustee shall semiannually make a detailed report of its transactions under this contract, and from the funds so received by it shall, after deducting from said funds its compensation and expense, pay the balance one-third to _____, one-third to _____, and one-third to _____.

Purchasers shall be under no obligation as to the disposition or application of the money paid by them to trustee.

The right of possession of purchasers and trustee shall be subject to a lease of said property whereby lessee is entitled to hold land only to the _____[Date].

Seller and trustee do not assume any obligations or responsibility to any persons to whom purchasers may sell or contract to convey the whole or any part of property, and trustee shall be bound to purchasers only to convey land to purchasers or their nominees upon the performance of the terms and conditions herein to be kept and performed by purchasers herein expressly set forth.

Purchasers shall pay all taxes and assessments levied and assessed against property, now or hereafter, due and payable after the payment due _____[Date], and shall pay the same before any penalty or interest shall accrue thereon, and file such tax receipts with the trustee.

Trustee will hold the legal title to property so long as no default shall be made by purchasers in the faithful performance of each and every condition and payment by them to be made and performed; on any failure of purchasers to keep and perform the conditions or acts to be done by said parties, trustee shall upon written demand of seller and _____ days' notice to purchasers reconvey said premises to seller, except such parts therein as trustee has already conveyed to purchasers or their nominees, and this agreement and trust hereby created shall cease and terminate and be void.

Trustee shall not be responsible for any act, omission or default of purchasers, or of any agent, person, or attorney employed by them and shall only be responsible for its own acts or fraud.

Trustee may terminate the trust hereby created in any manner and at any time it may deem proper and upon reasonable notice to the other parties hereto.

Trustee will upon payment to it of the full release value of any lot, or lots, set out in the attached schedule, and the interest from the last semiannual payment, on the release price of such lot, or lots, and the revenue required on the selling price and one dollar for preparation of each deed, execute a deed for such lot, or lots to purchasers or their nominees.

This agreement shall benefit and bind the heirs, administrators, executors, legal representatives and assigns of the parties.

In witness whereof, etc.

Illustrative agreements.

An action for divorce is now pending between the parties in the _____ Court of _____[county, state], in Cause No. _____;

In the event a decree for divorce is entered and the marriage of the parties is dissolved, the parties desire to settle all rights to alimony and the rights of each of the parties in the property of the other or in jointly owned property, and of fixing the custody of the children of the parties and their support.

Therefore, when a decree for divorce is entered dissolving the marriage existing between the parties, the parties agree:

(1)

That husband will pay to wife \$_____ per month as alimony, which payments shall continue throughout the life of _____, or until the death of husband;

(2)

Husband shall pay to wife \$_____ in cash for all of wife's stock in _____ Company, which payment shall be in full satisfaction of all of wife's interest of any kind or character in the corporation. This obligation may be discharged by husband by the corporation redeeming wife's stock for \$_____;

(3)

Wife's interest in the home of the parties at _____[address], shall be divested out of _____ and vested absolutely and in fee simple in husband, _____, in consideration of which husband will pay wife \$_____ in cash and shall execute a note in the principal sum of \$_____ due 10 years from the date of the entry of divorce decree with interest at _____% per annum payable annually to wife or the holder of the note. Husband shall have the right to prepay this note or any part of it at his option;

(4)

Husband shall have custody of the children of the parties and shall support them, but wife shall have the right to have the children visit with her at reasonable times. The right to change the custody of the children shall be retained by the court and shall be subject to the future orders of the court;

(5)

Husband shall have title to all furnishings in the property known as _____[address], with the exception that wife shall be entitled to all wedding gifts, items that she needs for her personal use and items of personal property for which she has a sentimental attachment;

(6) The automobile which was used by wife shall be her absolute property.

It is understood and agreed that upon entry of a divorce decree dissolving the marriage this agreement shall be incorporated in such decree, and that each party will execute all documents, instruments, deeds and contracts necessary to effectuate the purposes stated in this agreement.

It is further understood and agreed that neither party shall have any other rights in any property of the other except as expressly stated in this agreement, and that this agreement is a final and complete settlement of all marital rights or other rights in property which either of the parties may have.

General forms.

This agreement is made _____[date] between _____ of _____ (seller), and _____, of _____(buyer).

1.

In consideration of mutual agreements of seller and buyer to be set forth, seller agrees to sell and buyer agrees to buy _____[describe goods or property sold].

2.

Buyer agrees to pay seller for the [goods] [property] \$_____. Terms of payment: _____.

3.

Seller agrees to deliver the [goods] [property] to [buyer] [carrier] [on] [before] _____[date] [f.o.b. cars], at _____.

4.

Title to the [goods] [property] shall pass to buyer _____[e.g., on execution of this contract].

5.

Risk of loss, destruction or damages of or to [goods] [property] shall be on seller until _____[e.g., until delivery of goods to carrier at _____].

6. [Insert additional provisions desired or agreed upon]

[Date]

[Signatures] [Acknowledgment]

Lease of warehouse space.

DATED: BETWEEN: _____ LIMITED PARTNERSHIP, an _____ limited partnership LANDLORD AND: _____, INC., a _____ corporation TENANT

Tenant wishes to lease from Landlord the following described property, herein referred to as "the Premises":

Approximately _____ square feet of warehouse space located in _____, _____, _____, and as further described on the attached Exhibit A.

If the Premises consist of a portion but not all of a building, the building housing the Premises is herein referred to as "the Building."

Landlord leases the Premises to Tenant for a term of 60 months commencing December 1, _____ and continuing through November 31, _____ at a base rent of \$_____ per month.

Rent for the first month of the lease term has been paid upon execution of this lease. All rent, including base rent together with the charges, taxes and expenses to be paid to Landlord specified in paragraphs 3 and 4 of this lease, is payable in advance on the first day of each calendar month. If Landlord consents, Tenant may occupy the Premises prior to such commencement date upon payment of rent on a prorated basis and compliance with all terms of this lease.

Delivery of possession shall occur when the Premises are occupied by Tenant or are ready to be occupied by Tenant with all work to be performed by Landlord substantially completed. No notice shall be required from Landlord if the Premises are ready on the date set for commencement of the term or on the first business day thereafter. If Landlord is unable to deliver possession of the Premises to Tenant because of strikes, acts of God, or any other cause beyond Landlord's control, then Tenant may take possession when Landlord notifies Tenant that the Premises are ready for possession, and the term of this lease shall commence on the first day of the first month following such date and continue for the specified number of months thereafter, notwithstanding the commencement and termination dates stated above. Tenant shall owe no rent until the Premises are ready for possession. Landlord shall have no liability for

such delays in delivery of possession, and neither party shall have the right to terminate except that Landlord may cancel this lease without liability if permission to construct, use, or furnish necessary utilities to the Premises is denied or revoked by any governmental agency or public utility with such authority.

This lease is subject to the following additional terms to which the parties agree:

1. Use of the Premises.

(a). Tenant shall use the Premises only for the purpose of conducting the following business:

If such use is prevented by any law or governmental regulation, Tenant may use the Premises for other reasonable uses.

(b). In connection with its use, Tenant shall at its expense comply with all applicable laws, ordinances, and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use; shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises; shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code or regulation nor conduct any operation that will increase Landlord's fire insurance rates for the Premises; and shall not overload the floors or electrical circuits of the Premises. Landlord shall have the right to approve the installation of any power driven machinery by Tenant and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads. Allowable ground floor load shall be 300 pounds per square foot.

(c). Tenant may erect a sign stating its name, business, and product after first securing Landlord's written approval of the size, color, design, wording, and location, and all necessary governmental approvals. No signs shall be painted on the Building or exceed the height of the Building. All signs installed by Tenant shall be removed upon termination of this lease with the sign location restored to its former state.

(d). Tenant shall make no alterations, additions, or improvements to the Premises or change the color of the exterior without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this lease, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

2. Security Deposit.

Tenant has deposited with Landlord the sum of \$_____, herein referred to as "the Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this lease. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, and condition on its part to be made or performed or kept under this lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damage, attorneys' fees, or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within 5 days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum; Tenant's failure to do so shall be a material breach of this lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms, covenants, and conditions of this lease and at the end of the term of this lease leave the Premises in the condition required by this lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interests hereunder) within 30 days after the termination of this lease and vacancy of the Premises by Tenant.

3. Utility Charges; Maintenance.

(a). Tenant shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, and all other utilities of any kind furnished to the Premises during the lease term. If charges are not separately metered or stated, Landlord shall apportion the utility charges on an equitable basis. Landlord shall have no liability resulting from any interruption of utility services caused by fire or other casualty, strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond Landlord's reasonable control. Tenant shall control the temperature in the Premises to prevent freezing of any sprinkler system.

(b). Landlord shall repair and maintain the roof, gutters, downspouts, exterior walls, building structure, foundation, exterior paved areas, and curbs of the Premises in good condition. Except for such obligations of Landlord, Tenant

shall keep the Premises neatly maintained and in good order and repair. Tenant's responsibility shall include maintenance and repair of the electrical system, plumbing, drainpipes to sewers, air conditioning and heating systems, overhead and personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage the septic tank or sewers serving the Premises.

(c). If the Premises have a separate entrance, Tenant shall keep the sidewalks abutting the Premises or the separate entrance free and clear of snow, ice, debris, and obstructions of every kind.

4. Taxes, Assessments, and Operating Expenses.

(a). In conjunction with monthly rent payments, Tenant shall each month pay a sum representing Tenant's proportionate share of real property taxes and operating expenses for the Premises. Such amount shall annually be estimated by Landlord in good faith to reflect actual or anticipated costs. Upon termination of this lease or at periodic intervals during the term hereof, Landlord shall compute its actual costs for such expenses during such period. Any overpayment by Tenant shall be credited to Tenant, and any deficiency shall be paid by Tenant within 15 days after receipt of Landlord's statement. Landlord's records of expenses for taxes and operating expenses may be inspected by Tenant at reasonable times and intervals.

(b). Tenant's proportionate share of real property taxes shall mean that percentage of the total assessment affecting the Premises which is the same as the percentage which the rentable area of the Premises bears to the total rentable area of all buildings covered by the tax statement. Tenant's proportionate share of operating expenses for the Building shall be computed by dividing the rentable area of the Premises by the total rentable area of the Building. If in Landlord's reasonable judgment either of these methods of allocation results in an inappropriate allocation to Tenant, Landlord shall select some other reasonable method of determining Tenant's proportionate share.

(c). Real property taxes charged to Tenant hereunder shall include all general real property taxes assessed against the Premises or payable during the lease term, installment payments on Bancrofted special assessments, and any rent tax, tax on Landlord's interest under this lease, or any tax in lieu of the foregoing, whether or not any such tax is now in effect. Tenant shall not, however, be obligated to pay any tax based upon Landlord's net income.

(d). Operating expenses charged to Tenant hereunder shall include all usual and necessary costs of operating and maintaining the Premises, Building, and any surrounding common areas including, but not limited to, the cost of all utilities or services not paid directly by Tenant, property insurance, property management, maintenance and repair of landscaping, parking areas, and any other common facilities. Operating expenses shall not include roof replacement or correction of structural deficiencies of the Building.

5. Parking and Storage Areas.

(a). Tenant, its employees, and customers shall have the exclusive right to use any private parking spaces immediately adjacent to the Premises. Tenant shall control the use of such parking spaces so that there will be no unreasonable interference with the normal traffic flow, and shall permit no parking on any landscaped or unpaved surface. Under no circumstances shall trucks serving the Premises be permitted to block streets.

(b). Tenant shall not store any materials, supplies, or equipment outside in any unapproved or unscreened area. If Tenant erects any visual barriers for storage areas, Landlord shall have the right to approve the design and location. Trash and garbage receptacles shall be kept covered at all times.

6. Tenant's Indemnification; Liability Insurance.

(a). Tenant shall not allow any liens to attach to the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss arising out of any activity on the Premises by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease.

(b). Tenant shall carry general liability insurance on an occurrence basis with combined single limits of not less than \$1,000,000. Such insurance shall be provided by an insurance carrier reasonably acceptable to Landlord and shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be canceled or materially altered without 10 days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

7. Property Damage; Subrogation Waiver.

(a). If fire or other casualty causes damage to the Building or the Premises in an amount exceeding 30 percent of the full construction replacement cost of the Building or Premises, respectively, Landlord may elect to terminate this lease as of the date of the damage by notice in writing to Tenant within 30 days after such date. Otherwise, Landlord shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be reduced during the period to the extent the Premises are not reasonably usable for the use permitted by this lease because of such damage and required repairs.

(b). Landlord shall be responsible for insuring the Building, and Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises.

(c). Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with extended coverage and sprinkler leakage endorsements, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

8. Condemnation.

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

9. Assignment and Subletting.

(a). Tenant shall not assign its interest under this lease nor sublet the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law or through mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no one assignment or subletting shall be a consent to any further assignment or subletting. (b). Subject to the above limitations on transfer of Tenant's interest, this lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

10. Default.

Any of the following shall constitute a default by Tenant under this lease:

(a). Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20 day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. (b). Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

11. Remedies for Default.

In case of default as described in paragraph 10 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a). Terminate this lease without relieving Tenant from its obligation to pay damages. (b). Retake possession of the Premises by summary proceedings or otherwise, in which case Tenant's liability to Landlord for damages shall survive the tenancy. Landlord may, after such retaking of possession, relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's leasehold interest. (c). Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of 6% per annum. (d). Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest at the rate of 10% per annum from the date of the expenditure.

12. Surrender on Termination.

(a). On expiration or early termination of this lease, Tenant shall deliver all keys to Landlord, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris inside and out, with all mechanical, electrical, and plumbing systems in good operating condition, all signing removed and defacement corrected, and all repairs called for under this lease completed. The Premises shall be delivered in the same condition as at the commencement of the term, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove said property shall be an abandonment of same, and Landlord may dispose of it in any manner without liability.

(b). If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to all provisions of this lease except the provision for term and at a base rental of 120 percent of that specified in this lease; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13. Landlord's Liability.

(a). Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through Landlord.

(b). All persons dealing with _____, L.P. ("Partnership") must look solely to the property and assets of Partnership for the payment of any claim against Partnership or for the performance of any obligation of Partnership as neither the general partner, limited partners, employees, nor agents of Partnership assume any personal liability for obligations entered into on behalf of Partnership (or its predecessors in interest) and their respective properties shall not be subject to the claims of any person in respect of any such liability or obligation. As used herein, the words "property and assets of partnership" exclude any rights of Partnership for the payment of capital contributions or other obligations to it by the general partner or any limited partner in such capacity.

14. Mortgage or Sale by Landlord; Estoppel Certificates.

(a). This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this lease and affecting the Building and the land upon which the Building is located. However, if any lender holding an Encumbrance secured by the Building and the land underlying the Building requires that this lease be subordinate to the Encumbrance, then Tenant agrees that this lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations under this lease no foreclosure, deed given in lieu of the foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph.

(b). If the Building is sold as a result of foreclosure of any Encumbrance thereon or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee, and the transferor shall have no further liability hereunder.

(c). Either party shall within 20 days after notice from the other execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

15. Attorneys' Fees; Disputes.

In the event of any litigation arising out of this lease, the prevailing party shall be entitled to recover from the other party, in addition to all other relief provided by law or judgement, its reasonable costs and attorneys' fees incurred both at and in preparation for trial and any appeal or review, such amount to be as determined by the court(s) before which the matter is heard. Disputes between the parties which are to be litigated shall be tried before a judge without a jury.

16. Severability.

If any provision of this lease is held to be invalid, unenforceable or illegal the remaining provisions shall not be affected and shall be enforced to the fullest extent permitted by law.

17. Interest and Late Charges.

Rent not paid within 10 days of when due shall bear interest from the date due until paid at the rate of 10% per annum. Landlord may

at its option impose a late charge of \$.05 for each \$1.00 of rent for rent payments made more than 10 days late in addition to interest and other remedies available for default.

18. General Provisions.

(a). Waiver by either party of strict performance of any provision of this lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

(b). Subject to the limitations on transfer of Tenant's interest, this lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

(c). Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this

lease, to make necessary repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. During the last two months of the term, Landlord may place and maintain upon the Premises notices for leasing or sale of the Premises.

(d). If this lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of real property taxes, if any) shall be prorated as of such date, and in the event of termination for reasons other than default all prepaid rent shall be refunded to Tenant or paid on its account.

(e). Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

19. Tenant Improvements.

The Premises shall be taken by Tenant in "as is" condition with existing improvements configured generally as shown on the attached Exhibit A [omitted] except that Tenant shall, at its expense, install a fence as shown on Exhibit A.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

[Signatures and addresses]

General forms.

To _____: Application is made for a loan of \$_____ at _____ percent per year, payable semiannually [or as the case may be], on the following described real estate in the city of _____, county of _____, state of _____.

The subscriber agrees to furnish at his or her own expense a complete and satisfactory abstract of title to the premises, or a title policy, at the option of _____, and to pay all charges for recording all deeds, and all other instruments required by _____, and if this application is approved and the loan completed, the abstract or title policy shall remain in the custody of _____ until the loan is fully paid, and it is agreed that all loan papers shall be on such forms as may be required by _____.

_____ shall not be required to make any settlement of the loan or any advance on account of it unless the title to the premises shall be satisfactory to it at the time such settlement or advance is requested.

Interest on the loan applied for here shall commence with the date of the check sent in settlement.

[Date]

_____, Applicant

Another form.

Know all by these presents that _____ of _____, herein referred to as contractor, and _____ of _____, herein referred to as owner, have made and entered into the following agreement, to wit:

1.

Contractor will sink, entirely at its own expense at the power house of the owner, an artesian well _____ inches in diameter, which will have a continuous flow at surface of not less than _____ gallons of water per minute, and a pumping capacity of not less than _____ gallons of water per minute.

2.

All the materials used in the construction of well and the workmanship thereof shall be first class, and all material and labor to be at the expense of the contractor.

3.

The water flowing from well is to be deep strata water and no strainer will be placed to obtain flow from intermediate or intervening strata, as water from that source is likely to be of such quality as is not adapted to the use of owner.

4.

Owner in consideration of the above premises, _____ days after satisfactory completion of well above mentioned and the compliance with the conditions promised by contractor, will pay to contractor \$_____ in the following manner: _____.

5.

Owner will furnish, free, the steam and water required in the work by contractor, who will place at its expense whatever pipes may be necessary for such supply.

6.

It is the spirit of this agreement that contractor undertakes the work herein proposed at its own risk and responsibility, and that failing in the supply of water to the quantity herein stipulated and on the conditions above mentioned it is to receive no pay from owner.

General forms

This agreement is made in duplicate original at _____ this _____[date] between _____, of _____(seller) and _____, of _____(buyer).

Seller is engaged in business as a _____ in the City of _____, State of _____, and has agreed to sell to buyer all h— right, title and interest in h— business and the goodwill in it.

Therefore, it is mutually agreed as follows:

1.

Seller sells to buyer all h— right, title and interest in h— business of _____, including the goodwill of it as a going concern, stock in trade, fixtures, equipment, tools, effects, book accounts and other debts now due and owing to seller upon account or in respect of the business, and all securities for same, and also all contracts and engagements, benefits, and advantages, which have been entered into by seller, or to which —he is or can be entitled on account or in respect of the trade or business.

2. Buyer purchases above-described property from seller and agrees to pay for it to seller \$_____ payable as follows: _____.

3.

Seller agrees not to, for a period of _____ years from the date of this contract, directly or indirectly, engage in the business of _____ within _____, nor aid or assist anyone else in that business in the territory, except as an employee of buyer.

4.

It is agreed that if at any time seller shall violate paragraph three, damages to buyer from such violation shall be substantial but difficult of ascertainment, seller agrees for each such violation to pay to buyer \$_____ as liquidated damages, it being agreed by the parties that \$_____ is a fair measure of damages for each such violation.

5.

Seller, for h—self, h— heirs, executors, and administrators, covenants with the buyer, h— executors, and administrators, and assigns, that seller has now good right to assign the goodwill, stock in trade, fixtures, and effects, book and other debts, and premises, in the manner set forth above, and that same shall be enjoyed by buyer, h— executors, administrators, and assigns, free from any interruption or disturbance as; and also seller shall not, either by h—self or with any other person or persons, cause to be done, any wilful act or thing to the prejudice of the trade or business of a _____, as carried on and conducted by seller, h— executors, administrators, and assigns, but will, whenever required by buyer, h— executors, administrators, or assigns, render every assistance and give all necessary evidence for the purpose of recovering or otherwise enforcing payment of all or any of the trade debts, and vesting absolute ownership in buyer, h— executors, administrators, or assigns.

6.

Seller, for h—self, h— executors, administrators, and assigns, covenants with buyer, h— executors, administrators, and assigns that seller will at all times save harmless and keep indemnified buyer, h— executors, administrators, and assigns, and h— and their estate and effects, from and against all losses, costs, expenses and damages which may be incurred by or by reason of any action or proceeding which shall or may be brought and instituted against buyer, h— executors, administrators or assigns, for or in respect of any debts, contracts, and engagements for or on account of the business or credit of them which do not appear from the books or from seller's affidavit of creditors furnished buyer with this agreement, and also all interest, costs, expenses, losses, claims, and demands on account of the same debts, contracts, and engagements respectively or otherwise in relation to the premises.

7.

[If sales tax payable on transaction] [Seller] [Buyer] shall pay the _____[state or tax levying authority] sales tax on the sale of business and personal property under this contract, and covenants to save harmless and indemnify [buyer] [seller] from and against all liability for the tax.

8.

Buyer, for h—self, h— executors, administrators [successors] and assigns, covenants with seller, h— executors, administrators [successors] and assigns, that buyer will save harmless and keep indemnified seller, h— executors, administrators [successors] and assigns, and h— and their estate and effects, from and against all losses, costs, expenses, and damages which may be incurred by or by reason of any action or other proceeding which may be brought or instituted against buyer, h— executors, administrators, or assigns, for or in respect of the goodwill, stock in trade, effects, and premises, or for the recovery of the several sums of money which by the books appear to be due and owing from seller in respect of the trade or business, and also from and against the contracts and engagements to which by the books seller appears to be now liable, and also all interest, costs, expenses, losses, claims, and demands on account of the same debts, contracts, and engagements respectively or otherwise in relation to the premises.

9. The proration of the consideration for this contract is as follows:

a.

Stock in trade \$.....

b.

Fixtures \$.....

c.

Equipment, tools, effects \$.....

d.

Debts receivable \$.....

e.

Goodwill as going concern \$.....

10.

Seller agrees to furnish buyer with seller's affidavit containing a true, correct and full list of the names and addresses of all creditors of seller for or on account of the business and a schedule of the property transferred, as is required by the Uniform Commercial Code—Bulk Transfers of _____[state], to wit, _____[statutory citation]; and the parties agree that this contract of sale and [down] payment of \$_____ shall be placed in escrow with _____, Esq., who is instructed to notify all creditors listed in the affidavit and to publish notice to creditors of this sale and of the time and place for presentation and payment of their claims, to pay all claims of creditors presented to h— out of the funds in escrow and to do all things, in his sound discretion, without liability for so doing, as are required by the Uniform Commercial Code—Bulk Transfers of _____, in regard to execution of this contract.

11.

This contract is effective upon its execution, but the sale of the business shall not be completed until close of the escrow, which shall be on or before _____[date], and, upon close of escrow, a duplicate original of this contract shall be delivered to buyer and the other duplicate original shall be delivered to seller, and out of funds in escrow, attorney fees of _____, Esq., for services in connection with this contract and escrow first will be paid, expenses in connection with this contract and escrow next will be paid, and the balance shall be paid over to seller. Also, upon close of escrow the sale under this contract shall be fully executed, title to the business and property sold by this agreement shall pass from seller to buyer and vest in buyer absolutely, and possession of the business and property shall be delivered to buyer.

12.

This agreement shall bind and inure to the heirs, executors, administrators, successors and assigns of the parties.

13.

In witness, etc.

[Signatures]

[Acknowledgment where required]

General form.

As to the child [or "children"] of the parties, referred to above, it is agreed as follows:

1. Wife is to have the sole custody and control of child [or "children"] without any interference on part of husband.

2.

Husband shall pay to wife \$_____ each and every month [or as otherwise agreed on], beginning on _____, 19__, to be applied by wife to the support, maintenance and education of child [or "children"] until he [or "they"] reach the age of 21.

3.

Wife agrees to educate and maintain child [or "children"] in the style and manner in which he [or "she" or "they"] is now living and in which he [or "she" or "they"] has been accustomed to live.

4.

Wife agrees to not remove or allow to be removed child [or "children"] more than _____ miles from the city of _____, without consent of husband.

5.

After child [or "children"] attains the age of 14 years [or age agreed on] he [or "they"] shall be at liberty to reside with either of the parties at his [or "their"] election.

6.

Husband shall have the right to visit child [or "children"] once a week [or as agreed] if he so desires, at such reasonable times and places as wife may designate.

General form.

This agreement is made _____, 19__, in duplicate original, to form a limited partnership, among _____ and _____(called general partners) and _____ and _____(called limited partners), witnesseth: Article I. In General

1.
The parties form a limited [or special] partnership, under _____[statutory citation]. The name of the partnership is _____. The character of the business of the partnership is _____, and other business which relates to it, including (by way of example without limitation) _____.

2.
Concurrently the parties, pursuant to _____[statutory citation] have executed and acknowledged [executed, acknowledged and verified] in duplicate original a certificate of limited partnership and have filed one of the duplicate originals in the office of the county clerk of _____ county and have recorded the other duplicate original in the office of the county recorder of _____ county. The parties pursuant to _____[statutory citation] shall file [record] in the office of _____ a fictitious name certificate as to the name under which the partnership will do business, publish it, and file [record] in the office of _____ an affidavit of publication.

3.
The location of the principal place of the business of the partnership is _____.

4.
The term for which the partnership is to exist is _____, commencing _____.

5.
The name and place of residence of each member is:

General Partners

Name Residence

.....
.....

Limited Partners

.....
.....

6.
Each limited partner may substitute an assignee as a contributor and substitute limited partner in his or her place, subject to the following terms and conditions: _____.

7. The partners may admit additional limited partners upon the following terms and conditions: _____.

8.
Limited partner[s] _____[name(s)] shall have priority over other limited partners, as to contributions or as to compensation by way of income as follows: (1). The name of limited partner is _____. The nature of priority as to contributions is _____. The nature of priority as to compensation by way of income is _____. [Etc.]

Article II.
Capital

9.

_____ and _____ shall be general partners and shall contribute to the partnership capital the assets of the present firm of _____, which it is agreed have a value of _____ dollars as shown in the balance sheet of _____, dated _____, 19__, marked exhibit _____, attached and incorporated by reference as though fully set forth. Accordingly, the fixed value of their contribution is _____ dollars, and the contribution of each is _____ dollars.

10.

_____ shall be a limited partner and shall contribute _____ dollars to the partnership capital. _____ shall be a limited partner and shall contribute _____ dollars to the partnership capital.

11.

In accordance with the agreements of general partners additional contributions to the capital of the partnership may be made, from time to time, by each general or limited partner.

12.

In accordance with an agreement of general partners withdrawals from partnership capital may be made, from time to time, by each general or limited partner. The time when the contribution to capital of each limited partner is to be returned is _____.

13.

Goodwill shall be deemed to have no value as capital or in valuing the interest of any partner for any purpose, and upon termination of the partnership, no partner shall receive or have any particular right to the goodwill of the partnership and each partner shall be free to seek business with persons who have been clients, patrons or customers of the partnership, provided that this paragraph shall not be construed as limiting in any way provisions in Article VIII as to formation of a new partnership or provisions in Article VI as to purchase by one general partner of the interest of another, including the right to partnership goodwill and to use of the partnership name.

Article III.

Profits, Losses, Income, Debts

14.

The general partners shall be entitled to and interested in the profits of the partnership in the following proportions, namely _____[set out names and percents]. Each of the general partners shall be allowed interest at the rate of _____ percent per annum upon all balances, including the respective capitals, standing to their credits upon the books of the partnership, and shall be charged interest at a similar rate on all balances standing to their debits upon the books.

15.

The limited partners shall be entitled to and interested in the profits of the partnership in the following proportions, namely _____[set out names and percents]. Each limited partner [subject to the provisions of the general statutes of _____, § _____] shall be allowed interest at the rate of _____ percent per year upon all capital contributed to the partnership.

16.

General and limited partners shall be liable for the losses of the partnership in the same proportions in which they are respectively interested in the profits. However, when the losses chargeable against the special partner shall equal the amount of the capital contributed he or she shall not be liable for any loss in excess of that amount, and any excess of loss shall be borne by the general partners in the following proportions, namely: _____[set forth names and

percents]. Nor shall any limited partner be liable for the debts of the partnership, notwithstanding anything in this agreement stated or implied to the contrary, beyond the amount of his or her original contribution to the capital of the partnership.

Article IV.

Accounts and Accounting

17.

Proper and usual books of account shall be kept by the partnership, and the books shall first be opened on and as of the _____ day of _____, 19__, and shall be closed and the profits and losses of the business fixed and ascertained, and the accounts adjusted, on the _____ day of _____, 19__. Thereafter, accounting and determination of profits and losses shall be as provided in paragraph

18.

18.

At the expiration of each annual [fiscal] period a full and detailed statement shall be prepared showing the operation of the business during the preceding year, the condition of all accounts with the book and market values of the securities against them, the loans of the partnership with the book and market values of the collateral securing them, the book and market values of all securities and assets owned by the partnership, all outstanding and uncompleted contracts and commitments with a summary of the details and the interests, profits and losses accrued during the preceding year. In fixing and determining the annual interest, profits and losses, no prospective profits or losses, or profits or losses on any contracts then outstanding and uncompleted shall be regarded. Each of the annual statements shall be audited and approved by a certified public accountant of established reputation, and the statements so audited and approved shall be final and conclusive upon all the parties. Copies of each of the statements, shall, as soon as audited and approved, be delivered to each of the parties. Each partner, whether general or special, shall have full right and power to examine at any and all times the books, records, accounts and securities of the partnership.

19.

An interest account shall be kept by the partnership and all interest to which the special and general partners may be respectively entitled, as provided above shall be credited to them respectively on the last day of every month and charged to that account.

Article V.

Management and Conduct of Business

20.

Limited partners shall not participate in the management of the partnership or in the business of the partnership. They shall have no authority to act for the partnership or to bind it. They shall have no authority to sign any writing for the partnership. They shall receive no salary from the partnership or for any service for the partnership.

21.

Each general partner shall have an equal voice with every other general partner in the management of the partnership, which shall be vested in the general partners exclusively. The general business policy of the partnership, and all questions relating to the management of its business shall, in case of difference of opinion among the general partners, be determined and settled by the general partner or partners at such time owning a majority of the general capital.

22.

A general partner shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without limited partners, except that without the written consent or ratification of the specific act by all the limited partners, a general partner or all of the general partners have no authority to:

- (a). Do any act in contravention of the certificate,
- (b). Do any act which would make it impossible to carry on the ordinary business of the partnership,
- (c). Confess a judgment against the partnership,
- (d). Possess partnership property, or assign their rights in specific partnership property, for other than a partnership purpose,
- (e). Admit a person as a general partner,
- (f). Admit a person as a limited partner.

A general partner shall have such other rights, powers and duties and be subject to any other restrictions and limitations as are provided for by the Uniform Limited Partnership Act.

23. Each general partner will devote his or her full working time exclusively to the partnership and will serve the partnership to the best of his or her ability. In accordance with agreement or majority decision of general partners, from time to time, general partners will receive salaries for their service to the partnership, to be a charge only upon partnership property and not a personal obligation of individual partners.

Article VI.

Purchase by General Partner of Interest of Other General Partners

24.

A general partner owning a majority in amount of the general capital of the partnership may at any time purchase the interest in the partnership of any or all other general partners by paying to each whose interest is purchased the amount he or she would receive upon a liquidation of the partnership at that time. Any dispute as to what a general partner would receive upon a liquidation will be settled by decision of two or more of three appraisers, one of them to be appointed by the general partner the second by the purchasing general partner, the third by the other two appraisers [or by paying the value to be determined by including the amount in the capital and withdrawal account plus his or her share of accrued net profits or less his or her share of net loss and valuing partnership assets at book value, giving no value to goodwill].

25.

Upon the termination of this partnership through the expiration of its term, or in any other manner as provided, then, if no agreement for the extension or the reorganization of the partnership shall be made, the general partner owning a majority in amount of the general capital shall have the right to purchase and acquire the interest of any or all of the other general partners upon the same terms and conditions as set forth in paragraph 24. This purchase and payment shall preclude the partner or partners whose interests are purchased from claiming any interest in the goodwill of the partnership business or the use of the firm name.

Article VII. Termination of Partnership

26. The partnership will [not] be dissolved by the death, insanity or retirement from the partnership of a general partner.

[The following sentence to be used if partnership is dissolved.] In such event, unless a new partnership is formed in accordance with Article VIII the partnership will be liquidated, and the personal representative of the deceased general partner, the guardian of the insane general partner, the partner or other person entitled to receive the interest in the partnership, as the case may be, shall participate in distribution of the partnership property in proportion to his or her share of profits and losses and contribution to capital.

27. In settling accounts after dissolution the liabilities of the partnership shall be entitled to payment in the following order:

- (a). Those to creditors, in the order of priority as provided by law, except those to limited partners on account of their contributions, and to general partners.
- (b). Those to limited partners in respect to their share of the profits and other compensation by way of income on their contributions.
- (c). Those to limited partners in respect to the capital of their contributions.
- (d). Those to general partners other than for capital and profits.
- (e). Those to general partners in respect to profits.
- (f). Those to general partners in respect to capital.

Article VIII.

Continuance of Old or Formation of New Partnership After Retirement, Death or Insanity of General Partner

<http://legalmessenger.weebly.com/>

28.

The partnership will not be dissolved if the business is continued by a remaining general partner or remaining general partners under the right so to do stated in the certificate of partnership [the business of the partnership need not be terminated by the death, insanity or retirement of a general partner], but in such event the continuing partners may continue the [partnership and] business of the partnership with or without admission of another person or other persons to membership in the new partnership, provided that the value of the interest in the partnership of the partner who has died, become insane or has retired from the partnership shall be payable by the partnership to him or her, his or her personal representative or guardian, as the case may be. The value of the interest shall be determined in the same way as is provided in paragraph 24.

29.

In event of [dissolution of the partnership caused by] the death, insanity or separation from the partnership of a general partner, limited partners, if surviving general partners by agreement or majority decision require it, shall enter into a new limited partnership with general partners. In that event each general and limited partner shall contribute as capital of the new partnership the amount of capital (including any undistributed interest and profits accrued to the date of the dissolution) that he or she is entitled to receive upon the liquidation of the old partnership. In that event the surviving general partners shall have the right to purchase out of the capital of the new partnership the interest in the old partnership of the partner who has died, become insane or has retired from the old partnership by paying to him or her, his or her personal representative or guardian, as the case may be, the amount he or she [would be] is entitled to receive on the liquidation of the old partnership, to be determined in the same way as is provided in paragraph 24.

Article IX.

Conclusion

30. Each of the partners agrees with each of the others that he or she will duly and faithfully observe and comply with all the provisions of the statutes of the state of _____ governing limited partnerships and all of the provisions, in so far as they are in any way applicable, are made part of this agreement with the same force and effect as if set forth at length.

In witness the parties have signed this document, etc.

[Signatures, and if required or desired, of general partners with words "general partners" added at end, and signatures, if required or desired, of special partner with words "special partner" added.]

General form.

This agreement made _____, 19__, between _____ of _____ and _____ of _____, referred to as the general partners, and _____ and _____, of _____, referred to as the limited partners.

The parties mutually agree to become partners in the business of _____ for the period and upon the terms below:

1. The partnership shall commence on _____ and shall continue until _____.

2. _____ and _____ shall be general partners and _____ and _____ shall be special partners.

3. The firm name under which the business of the partnership shall be conducted shall be _____.

4. The general nature of the business to be transacted by the partnership shall be _____.

5. The parties shall execute a certificate (and an affidavit) and cause the certificate to be recorded and published, with proof of publication to be filed and do all other things requisite for the formation of a limited partnership in conformity to the statutes of the state of _____.

6. The business shall be carried on at _____.

7. The special partner shall not take part in the management of the business or transact any business for the partnership and shall have no power to sign for or to bind the firm.

8. The capital of the partnership shall be _____ dollars. _____ as general partner shall contribute _____ dollars. _____ as special partner shall contribute in actual cash _____ dollars. Each partner shall before the _____ day of _____, 19__, pay into the _____ bank, to the credit of the partnership, their share of the capital.

9. On the death of a special partner, his or her rights shall devolve on his or her personal representatives, and the partnership shall continue as a limited partnership until the expiration of the period for its continuance as limited.

10. Neither special partner shall during the continuance of the partnership be entitled to draw out or receive back any part of his or her share of the capital.

11. The profits of the partnership shall be divided as follows: _____[state what proportion of the profits each general partner and each special partner is to receive].

12. Any losses of the partnership in connection with its business shall be borne by each partner in the following proportion: _____[state proportion of losses each general and each special partner is to bear].

13. Neither special partner shall be entitled to draw any moneys in advance on account of his or her share of profits, but the general partners may draw monthly the sum of _____ dollars.

14.

Proper books of account shall be kept, etc.

15.

Special partners shall be entitled to terminate this partnership in case of _____.

16.

Special partners shall also be entitled to terminate this partnership if at any time during its continuance the share of profits payable to each shall not amount to _____ percent on the capital invested by them respectively.

17.

The general partners shall devote their whole time to the business of the partnership and render to the limited partners an account of all their dealings in relation to the business whenever reasonably required to do so by either of the limited partners.

18. On the termination of this partnership whether by lapse of time or other cause the assets realized after winding up shall be applied first in payment to special partners of the amount of capital contributed by them respectively, and in case of deficiency ratably in proportion to those amounts, and the balance shall belong to the general partners.

General charitable purpose alternative.

I direct and authorize my trustees, or the survivor of them ("trustees"), to separate and set aside the remainder of my intangible personal property not included in "Fund A" and "Fund B" provided for above, (and my trustees shall be the sole judge of the propriety, justice and equality of such separation, without the assent or approval of any court), and join therewith: all surplus of the income of the _____[description] real estate included in the residue of my estate after paying the charges and expenses incident to the maintenance of my homestead estate provided for above; all such real estate after the final and permanent termination of the authority and right of granting permission to occupy my homestead estate as heretofore provided; my homestead estate and all the tangible personal property owned by me and wherever located, not specifically bequeathed herein; and to designate such property as "Fund C." Trustees are directed and authorized to hold "Fund C" separately, to invest and reinvest and keep it invested, to collect the rents, income, dividends and profits arising from it and, after payment of the rents, income, dividends and profits all taxes and assessments that may be levied on such fund and all charges and expenses incident to such fund and to the management of it, including a reasonable compensation to my trustees, for their services as trustees not only of "Fund C" but also their services as trustees of all the trusts created in this, my last will and testament, to pay over semiannually on the judgment of my trustees, to apply for the support, maintenance and general purposes thereof or for the purchase of books written in either the Spanish or English language or both therefor, forever the net amount of the rents, income, dividends and profits arising from "Fund C" to such free public library or libraries now existing or that may be hereafter established in the city of _____, state of _____, as my trustees may determine and select. If they shall select more than one library as a beneficiary under "Fund C," my trustees are hereby authorized to determine the proportions in which such net income, rent, dividends and profits shall be divided and applied among such libraries, and they may vary the proportions from time to time (my trustees being the sole judge of the propriety of such allocations without the assent or approval of any court). As I am making this donation in memoriam of my father, the late _____, it is my wish that in some way his name may be connected and associated publicly and permanently with this donation, and I direct my trustees to see that my wish is accomplished, and if, at any time, there shall be no free public library operating and functioning in the city of _____ in a way satisfactory to my trustees (and my trustees shall be the sole judge of that issue, without the assent or approval of any court), then to pay over to or to apply the net amount of the rents, income, dividends and profits of "Fund C" in the possession of my trustees or the survivor of them, on such dates and at the times, to such other institution or institutions as may be operating and functioning in the city of _____ for charitable purposes such as a hospital or other institution providing care and treatment for poor and worthy persons, as my trustees may determine (and my trustees shall be the sole judge of such selection and determination of such beneficiary or beneficiaries without the assent or approval of any court), and I direct my trustees to see that the name of my father, _____, continue to be associated with such donation throughout.

Future division into shares after providing for annuities.

The rest, residue and remainder of my estate, real, personal and mixed, I give, devise and bequeath to my executors named below in trust, to manage and dispose of as directed in this instrument, the executors to have power to sell and convey any and all stocks and securities and any real estate not specifically devised in this instrument, according to their best judgment whenever necessary or desirable, and to reinvest the proceeds of such dealings, or any other funds, in other securities or in real estate, but except for the payment of the bequests above set forth, the estate is to remain intact until _____[date], upon which date, or as soon thereafter as possible, my executors shall set apart and retain whatever real estate or securities may seem to them necessary to yield sufficient income to insure and protect the payment of the annuities provided, and the remainder of the items comprising the estate shall be separately estimated and appraised and the whole divided into eight equal parts or shares, one share to be allotted to each of my five children above named and be delivered over to them absolutely, or in the event of the death of any of them before the stated date, then the share of such child or children so deceased shall be delivered to the lawful heir or divided among the lawful heirs of the child or children so deceased. The remaining three parts or shares shall be retained by my executors in trust and managed by them and the income paid to my wife, _____, so long as she shall live, and upon her death the three parts or shares and the remainder of my estate, if any, after my executors shall have set apart and retained whatever real estate or securities may seem to them necessary to yield sufficient income to insure and protect the payment of any annuities provided and then remaining to be paid, shall again be separately estimated and appraised and shall be divided into five equal shares, one share to be allotted to each of my five children and to be delivered over to them absolutely, or in the event of the death in the meantime of any of them, then to the lawful heirs of the child or children so deceased, as set forth. In the divisions provided for above, the parties entitled to receive parts or shares shall, if possible, agree among themselves as to which particular part or share each one shall have, but in the event of their failure so to agree, the distribution shall be made by lot.

Expense schedule.

Statement of charges incident to surrogate service. While all expenses incidental to a pregnancy vary from case to case, the following is a list of known expenses which should be considered only as a minimal estimate of the total expenses.

Medical expenses. [Natural Father's name], Natural Father, agrees to pay all unreimbursed medical expenses incident to the pregnancy of [Surrogate's name], Surrogate. Many Surrogates have medical insurance which includes maternity benefits. An insurance policy may be purchased for [Surrogate's name] if she does not have insurance coverage. Medical insurance generally covers almost all of the delivery expenses and a significant portion of the office visits involved. Unreimbursed medical expenses are billed monthly.

Transportation expenses. If it is necessary for [Surrogate's name], Surrogate, or _____, attorney for [Natural Father's name] to travel in regards to meeting the duties and obligations of this agreement, the cost will be billed monthly.

Paternity testing. A set of highly reliable blood tests are available to determine after the child's birth that [Natural Father's name] is the natural and biological father of the child. This test costs approximately \$_____. If elected, this expense is payable after the child is born.

Surrogate fee. This fee is determined by [Surrogate's name], Surrogate, and [Natural Father's name], Natural Father, with _____, attorney for [Natural Father's name] acting as intermediary. The Surrogate fee is due prior to the first insemination. This fee is held in an escrow account. The fee is not paid to [Surrogate's name], Surrogate, until she delivers the child and surrenders custody to [Natural Father's name], Natural Father.

Psychiatric and psychological expenses. [Surrogate's name], Surrogate, must be evaluated by an independent psychiatrist. Two visits are recommended to achieve a more thorough evaluation. The average cost is approximately \$_____. Psychological aptitude testing is optional, and costs an average of \$_____.

Initial medical examination. [Surrogate's name], Surrogate, must be evaluated by a medical doctor. The cost is approximately \$_____, but could be higher depending on the need for additional testing and further evaluation.

Insemination fee. Insemination costs are \$_____, which includes insemination three times monthly for up to six months. This fee is in accordance with other fertility clinics that offer artificial insemination. Insemination must be done without regard to day of the week or holidays, and approximately 50% of the procedures usually involve weekend participation.

Surrogate attorney fee. It is very important for [Surrogate's name], Surrogate, to receive independent legal counseling relevant to the surrogate procedure so that she is aware of potential legal problems incident to the procedure. The typical attorney fee for this counseling is \$_____.

Maternity clothes. This fee covers the cost of maternity clothes up to \$_____.

Legal fees. This fee covers all legal agreement negotiations and representations for [Natural Father's name], Natural Father. The fee includes legal proceedings to amend the child's birth certificate to have his name entered as the natural and biological father if proceedings are instituted in _____.

Court costs, photocopying and postage.

A. Court Costs: due upon filing of a paternity case and run approximately \$_____(This amount is not included in the legal fees.)

B. Photocopying and postage: approximately \$_____.

Advertising fee. This fee covers a pro rata share of advertising costs for surrogates. Cost is approximately \$_____.

Exclusive listing contract to obtain tenant.

THIS AGREEMENT Made by and between(referred to as Broker), and

.....(referred to as Lessor), whether owner or tenant of owner.

Lessor hereby gives Broker the sole and exclusive right to procure a tenant for the real estate known as

....., and more particularly described as: in the of,

County of, State of _____, for any one of the following described rentals:

o 1. \$.... monthly rental, with Lessor paying only real estate taxes and fire and wind storm insurance premiums.

o 2. \$.... minimum annual rental, plus additional rental of _____% of the gross sales of tenant over \$.... annually, such percentage rental payable annually (semi-annually).

o 3. \$.... annually, per square foot of interior area.

o 4. _____% of the total construction cost of the building plus \$.... annually.

o 5. _____% of cost of remodeling plus \$.... annually.

o 6.[Other.]

The length of the lease shall be years and shall commence no later than

If a lease is entered into by a tenant procured by Broker, by Lessor or by any other person, for the rental and upon the terms and conditions hereinbefore set forth or for any other rental or upon any other terms or conditions agreeable to Lessor, during the term of this contract, or if leased, within one year after the termination of this contract to anyone with whom Broker negotiated during the term of this contract and whose name Broker has submitted to Lessor in writing either personally or by mail posted prior to the termination of this contract, Lessor agrees to pay Broker a commission of _____% of the gross rental amount set for the first period covered by the initial lease up to years; should the lease term exceed that number of years then Broker shall be entitled to _____% of the gross rentals for the first years of the term and _____% of the gross rentals for the remainder of the lease term and _____% of the gross rentals due in any renewals or extension of the lease. If the lease is for a term of less than years, and the tenant initially leasing the property enters into any new lease, or leases, without an intervening tenant, Broker shall be paid a commission in the amount of _____% of the gross annual rentals for years. All commissions are to be payable as follows: \$.... upon the execution of the lease and the balance as follows:

.....

In the event Broker has secured a tenant pursuant to the terms of this agreement and this property is sold or offered for sale before the full commission as set forth herein has been paid, the full amount of all commissions due or to become due under the terms of this contract shall be a lien upon the above-described property, upon recording a statement executed by Broker setting forth the legal description and the amount of any commissions due, or to become due, which statement shall also give the name of the owner of the property and shall be recorded with Register of Deeds for the county in which such property is located.

In consideration for Lessor's agreement as set forth above Broker agrees to use reasonable efforts to procure a tenant, or tenants, for the property above described.

The term of this contract shall be from _____[date], to and including _____[date].

Dated: _____

.....[Signatures]

.....[Acknowledgment, if necessary or desired]

For rent.

Received from _____ the sum of \$_____, being for rent of _____ located at _____, from
_____[date] to _____[date].

[Place and date]

Entire agreement settling all rights.

The parties have agreed to voluntarily separate from each other.

The parties are desirous of entering into this agreement in order to provide for the custody, maintenance and support of the minor children, as well as a division of their property.

Therefore, it is agreed that in consideration of the mutual promises, agreements and undertakings contained in this agreement, the parties agree as follows:

1.

Wife shall have custody and control of the minor children, _____ and _____, with the right of the husband to visit the children at reasonable times and places. It is specifically understood and agreed that the wife, shortly after the execution of this agreement, will move to _____[state or nation], and husband's visitation privileges shall have to be exercised there, or wherever else wife may reside.

It is agreed that husband will pay all the expenses of moving wife and children.

2.

The parties have divided up the furniture, household furnishings and all articles of personal property, and each of the parties shall own, have and enjoy independently of any claim or right of the other all such items of personal property, free and clear of any claim by the other.

3.

Each of the parties covenants they will contract no debts in the name of the other, and each agrees to hold harmless and indemnify the other in the event of the breach of this agreement.

4. Husband will transfer to wife the _____[make and model] automobiles now titled in the husband's name.

5.

Husband shall have the sole and exclusive right to reside in the residence at _____, which residence is owned by the parties as tenants by the entirety. Husband will pay the monthly mortgage payments, real estate taxes, and insurance on the residence, and shall keep the property in a well-maintained condition.

6.

Each of the parties shall have the right at any time to demand that the residence be sold. Upon the sale of the residence each of the parties shall receive ½ of the net proceeds of sale. In the event husband fails to maintain the house in an A-1 condition, the expense of restoring the home to such a condition shall be borne by husband out of his proceeds of sale. Upon request to sell the property by one of the parties, the other shall execute such real estate listing agreements, contracts, deeds, or other documents as may be necessary to sell the property at no less than the market price.

7.

Each of the parties declares that he or she has had the opportunity of independent legal advice, and that each fully understands the facts and has been fully informed of all legal rights and liabilities; that after such advice and knowledge, each believes this agreement to be fair, just and reasonable, and that each signs the agreement freely and voluntarily.

8.

Each of the parties waives and renounces the right to share in the estate of the other, and to administer on the estate of the other, and each releases any and all dower, curtesy or statutory share or other rights in and to the property of the other, and covenants to execute whatever instruments may be required to effectuate the waiver, renunciation and release.

For rent.

Received this check on account of rent for _____ store. This does not waive right to collect balance due.

Employment of broker to take charge of branch of business.

This agreement made _____[date] between _____ Company, a corporation, referred to as A, and _____, of _____, referred to as B, provides:

A is desirous of establishing in connection with its stock and bond brokerage, corporate agency and promotion business, a real estate department, for the purpose of carrying on and conducting, in the City of _____ and elsewhere, a general real estate, rental, collection and insurance business.

B is desirous of taking charge of, managing and conducting a real estate department for and in behalf of and in conjunction with A.

Therefore, A agrees to furnish and equip a suitable room, in connection with its general offices in the City of _____ for the use of B in conducting a real estate department, and it is also agreed that A will pay all reasonable expenses of maintaining the same, such as rent, telephone, stationery and advertising and make all other outlays necessary or incident to the proper conduct of the real estate business in a businesslike manner.

A agrees that it will pay and allow B, as compensation, and in full for services in conducting such real estate department, one-half of all commissions, fees, charges or gross profits, of all and every character accruing from sales made or other business pertaining or incident to the real estate department, negotiated by B through or in connection with conducting and handling the general real estate agency business.

B agrees to faithfully devote h— whole time during reasonable business hours to the real estate department, to exert h— best endeavors to conduct the affairs of the real estate department in a businesslike manner and for the best mutual interests of all parties to this agreement, and to accept, in full payment for services, one-half of the gross receipts of all business negotiated, handled and conducted by h— as expressed above.

The business of the real estate department shall consist in buying, selling, owning, handling or otherwise dealing in real estate or real property or interests in it, as a real estate agent or broker; acting as a general insurance agent in negotiating and placing fire insurance on all and every character of property either as broker for insurance companies or representative of other agents for such companies; acting as agent for owners of real property in renting or leasing same and collecting and accounting for rentals or other profits of it; and the business of the department shall in no wise be construed to include the stock, bond, brokerage or other business of A and the proportion of profit accruing to B shall bear no relation to that business.

All the business of the real estate department shall be conducted in, by and under the name of A, as a corporation, and B shall act in all things pertaining to conducting the real estate department, by, through and with the general direction of the officers of A.

All profits accruing from such business, so handled or negotiated by B, and all record of business pertaining to it shall be reported as soon as practicable to the secretary or other authorized officer of A, and record kept of it, and all money or property incident to it handled, in pursuance of bylaws and authorized orders of the board of directors of A.

Profits from which B shall receive h— share or division, as set out above, shall include profits arising from transaction of the business of the department, whether the same be brought in or negotiated by B or by any of the officers of A.

The life of this contract shall be one year from date subject to revocation or amendment by the parties to it.

Employer and employee.

This agreement is made _____[date] by and between [former employee S], referred to below as "A"; _____ Rental Company, a [state] Corporation, referred to below as "_____", and [fellow employee B], referred to below as "B", all of _____ County, [state].

Recitals

A has for several years prior to _____[date] been an employee and officer of _____.

On _____[date], A was relieved of his duties as an employee, Vice President and General Manager of _____.

A has resigned from _____ as an employee and officer effective _____[date].

As a result of A's termination and resignation _____, A and B agree as follows:

1.

A by this instrument releases _____ and B from any and all claims and waives any accrued salary, employee benefits, income, insurance or other employment benefits due from _____ and not received to date.

2.

_____ by this instrument releases and waives any claims it has against A arising out of the employment of A by _____ or otherwise, and B releases and waives any claims—he has against A.

The consideration for releases of the parties and the waiver of claims is the mutual release granted to each party by this agreement. This the day and date first written above.

Discretionary administrative powers.

Always bearing in mind, with respect to assets allocated to and from time to time held in trust under article _____ of this will, my intention that my wife [husband], _____, shall receive and enjoy during h— life such a periodical distributable income from productive trust property as is consistent with the value of the property held in trust under article _____ and with its preservation, my trustees, in addition to and not in limitation of all common-law and statutory authority, shall have the following powers, privileges and duties with respect to the property held in trust under this will:

- (a). Trustees shall have the care, custody, and possession of the trust property and collect the income on it.
- (b). Trustees shall have full power to make or change investments as they, in their own uncontrolled discretion, may see fit to purchase and to continue to hold investments even though of a kind not usually considered suitable for trust investments, or even though a larger proportion of the entire trust property is thereby retained in one investment or one type of investment than otherwise might be considered suitable or prudent in the investment of trust property or combines two or more of such objections; to invest in shares or securities of unincorporated or voluntary associations or investment trusts; to invest or reinvest any portion or portions of the trust property coming into their hands to be held by them as they, in their sole uncontrolled discretion, shall deem advisable and for the best interests of the trust, and to that end at any time or times to sell at public or private sale or to mortgage or pledge stocks, bonds, securities, and real or personal estate of the trust of every kind and nature without the necessity of securing any license or authority from any court to do so, and to invest the proceeds in such securities, loans, mortgages, or other real or personal property as they shall deem advisable; to sell or exercise subscription rights attaching to any securities held by them and to borrow money for that purpose; to convert personal property into real property and the reverse whenever they may think it advisable; to exchange any real estate for other real estate and to convey it in fee or for any less estate; to execute, acknowledge and deliver all deeds, instruments, or writings necessary or convenient to transfer proper title to such property; and no purchaser, mortgagee, or pledgee from the trustees shall be bound to look to the application of the purchase money or to the proceeds of any pledge or mortgage, and the receipt of any trustee shall exonerate the person taking the receipt from any liability to look to the application of the purchase money or to the proceeds of any pledge or mortgage.
- (c). Trustees shall have full power to compromise or compound any debts owing to them or owed by them as such trustees or any other claims, and to adjust any dispute in relation to debts or claims by arbitration or otherwise, and to pay any debts or claims against them as such trustees upon any evidence that to them shall seem sufficient.
- (d). Trustees shall have full power to pay taxes and assessments, provide for insurance, make repairs, set aside from and deduct from the net income and withhold and add to principal such sums for amortization, pay such broker's commissions, employ such agents and counsel and generally to do all such acts and incur and pay all such expenses in the management of the trust property as they in their own uncontrolled discretion may deem wise, prudent and advantageous for the best interest of the trust.
- (e). Trustees shall have full power to determine what shall be charged or credited to income and what to principal in any manner which shall fairly and equitably reflect a proper allocation between principal and income. If they shall hold or at any time acquire any investments which are of the character of a wasting security or the actual value of which may be at a premium above their par value, I authorize them in their uncontrolled discretion to treat the whole or any part of the income accruing from such investments as income for the purposes of the trust without any obligation to provide by sinking fund or otherwise for a diminution in actual value. I also give my trustees full power and authority to become a party to any reorganization or protective agreement affecting any of the securities held by them and to deposit or exchange the securities to which the reorganization or protective plan relates in accordance with such agreement, and in general to act with any of the securities in their charge for the protection of them as fully as they would be entitled to act for their own property.
- (f). Trustees shall have full power in their uncontrolled discretion to employ investment counsel and to consult with such counsel relative to any matter or thing pertaining in any way to the retention, sale, purchase, investment, or reinvestment of any securities or other property constituting the property in their hands or otherwise pertaining to the management or administration of such property, and to determine in their discretion whether or not to act upon the recommendation of such investment counsel; to pay such investment counsel, if employed, such compensation as the trustees shall deem reasonable and such payment shall be independent of and in addition to the compensation to which the trustees are entitled.
- (g). I give to my trustees power conclusively to determine the value of any securities or other property for the purposes of making a fair division of such property between the persons entitled to it, and to pay or set apart distributive shares

of the principal of the trust property whenever the same may be payable or divided either in cash or securities or other property in their sole discretion, and to select the particular securities or other property which shall be distributed to any and all beneficiaries or set apart in any particular share.

(h). Trustees may allow any property, real or personal, at any time subject to any of the trusts expressed in this instrument to stand in their names, and they may allow, also, that property or any part of it to stand in the name of any other person or persons or of any corporation without any indication of any trust, subject to any agreement or agreements they see fit to make in that regard.

Default clauses in note.

The unpaid principal together with all interest accrued or unpaid, shall, at the option of the holder or holders of this note and without presentment, demand or notice, which are waived, become immediately due and payable in the event of the happening of any of the following events of default:

(a)

Default shall be made in the payment of the principal of the note when it becomes due and payable by lapse of time, by call for redemption or otherwise;

(b)

Default shall be made in the payment of interest on the note when it becomes payable as provided and default shall continue for a period of _____ days;

(c)

Default shall be made in the observance or performance of any of the other covenants, conditions, provisions or obligations in this note expressed and the company shall not remedy the default or make good the covenant within _____ days after a written notice has been served upon the company by the holder of any of the notes;

(d)

The company shall be adjudicated a bankrupt or a decree or order approving as properly filed a petition or answer asking reorganization of the company under the federal bankruptcy laws, as now or later amended, or the laws of any state, shall be entered, and any decree or judgment or order shall not have been vacated or stayed or set aside within _____ days from the date of the entry or granting; or

(e)

The company shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy or any petition pursuant, or purporting to be pursuant, to any present or future acts of Congress on the subject of bankruptcies or any amendments to those acts, or the company shall institute any proceedings, or the company shall give its consent to the institution of any proceedings, for any relief of the company under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions; or

(f)

The company shall make any assignment for the benefit of creditors or shall apply for a consent to the appointment of a receiver for the company or any of the property of the company; or

(g)

A decree or order appointing a receiver of the property of the company shall be made and the decree or order shall not have been vacated, stayed, or set aside within _____ days from the date of the entry or granting.

Decision of zoning board of appeals denying appeal from building official's decision.

_____[Name], as owner of premises known as _____, and designated on tax maps of the City of _____ as _____, which is in _____ zone, having heretofore made application to the _____[building inspector] for a special exception to the Zoning Ordinance so that permission may be granted to use the present building as a _____[single-family residence], located at _____[the rear of] premises known as _____, to have a _____ foot setback in lieu of _____ feet from the _____[direction] property line and a _____ foot rear yard in lieu of _____ feet as required by the Zoning Ordinance of the City of _____, and the appeal coming on to be heard, after due and lawful notice to the parties in interest, before the Zoning Board of Appeals on _____, 19____, and the Zoning Board of Appeals having duly considered the matter,

It is, on _____[date],

Decided and Determined

1.

That the use of the remainder of property as divided and as to which this appeal is filed is prohibited by the Zoning Ordinance of the City of _____ except by permission of the Zoning Board of Appeals.

2.

That the premises which it is proposed to use as stated in appeal filed is located in _____ zone.

3.

That the original application to the _____[building inspector] and permit issued called for _____[specify].

4.

That the variance requested by the applicant from the terms of the Zoning Ordinance would be contrary to the public interest as the property is located in _____ zone, which requires a frontage of _____ feet and an area of _____ square feet and, the remaining portion of original plot shown on tax maps of the City of _____ as _____, and which is known as _____, will only have a frontage of _____ feet and an area of approximately _____ square feet.

The applicant did not prove a hardship if there was a literal enforcement of the provisions of the Zoning Ordinance. The Zoning Board of Appeals therefore denies the application of appeal.

Dated: _____

[Signatures]

Custody of child.

A is the father of the child B born on the _____ day of _____, 19___. B has for most of the time resided with her [his] grandparents. C, the mother of B, is now seriously ill and may not recover and it has been agreed that in the event of death the grandparents shall assume the care and maintenance of B and take over custody, to which A has agreed.

In consideration of the premises and one dollar paid by grandparents to A, A grants and assigns to grandparents all rights to the possession, custody, control, and care of B and all the right and advantage to be derived from the custody and possession of the child until she [he] attains majority or marries under that age.

A appoints grandparents to be the guardians of the personal estate of B until she [he] shall attain the age of eighteen years or marries, and agrees not to revoke this appointment or appoint any other person to be the guardian of the child, and grandparents will adopt the child and covenant and agree with A that until such time as the child attains the age of eighteen years or marries they will maintain, lodge, clothe, and educate B to the same extent and in the same manner as if B were their own lawful child, and will at their own expense provide the child with all necessities, and will pay and discharge all debts and liabilities which the child may incur for necessities, and will indemnify A against all actions, claims, and demands. Grandparents agree that A shall have access to the child at all reasonable times.

A agrees not to try to use these visits for the purpose of influencing the child to leave grandparents. It is further covenanted and agreed that A will not nor shall any person transfer in any way the rights of A in the control and custody of the child.

Contract terms and conditions—Merchandise warehousing.

Acceptance—Sec. 1

(a). This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the reverse side of the contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within 30 days from the proposal date shall constitute such acceptance by depositor.

(b). In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.

(c). This contract may be cancelled by either party upon 30 days written notice and is cancelled if no storage or other services are performed under this contract for a period of 180 days.

Shipping—Sec. 2

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the next preceding sentence, warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods. Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors and assigns.

Tender for Storage—Sec. 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

Storage Period and Charges—Sec. 4

(a). All charges for storage are per package or other agreed unit per month.

(b). Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.

(c). Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

(d). When mutually agreed by the warehouseman and the depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

Transfer, Termination of Storage, Removal of Goods—Sec. 5

(a). Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

(b). The warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to the depositor of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such depositor or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman may, without notice, move goods within the warehouse in which they are stored.

(c). The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in

accordance with applicable law.

(d). If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e). If as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. If the warehouseman after a reasonable effort is unable to sell the goods he may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

Handling—Sec. 6

(a). The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.

(b). Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.

(c). Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor.

(d). When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.

(e). The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

Delivery Requirements—Sec. 7

(a). No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.

(b). When a negotiable receipt has been issued no goods covered by that receipt shall be delivered, or transferred on the books of the warehouseman, unless the receipt, properly indorsed, is surrendered for cancellation, or for indorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.

(c). When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

Extra Services (Special Services)—Sec. 8

(a). Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.

(b). Special services requested by depositor including but not limited to compiling of special stock statements; reporting marked

weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge. (c). Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.

(d). By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.

(e). Communication expense including postage, teletype, telegram, or telephone, will be charged to the depositor if such concern more

than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

Bonded Storage—Sec. 9

<http://legalmessenger.weebly.com/>

(a). A charge in addition to regular rates will be made for merchandise in bond.

(b). Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage

period fixed by law. Minimum Charges—Sec. 10

(a). A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.

(b). A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing. Liability and

Limitation of Damages—Sec. 11

(A). The warehouseman shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from the failure by the warehouseman to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances and warehouseman is not liable for damages which could not have been avoided by the exercise of such care.

(B). Goods are not insured by warehouseman against loss or injury however caused.

(C). The depositor declares that damages are limited to _____, provided, however, that such liability may at the time of

acceptance of this contract as provided in section 1 be increased on part or all of the goods hereunder in which event a monthly charge of _____ will be made in addition to the regular monthly storage charge. Notice of Claim and Filing of Suit—Sec. 12

(a). Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(b). No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine months after date of delivery by warehouseman or within nine months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(c). When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by warehouseman.

Contract of receiver.

Agreement entered into this _____ day of _____, between _____, receiver, referred to as receiver, and _____ of _____.

Whereas the receiver is now operating the plant of the _____ Company under authority of the _____ Court for the _____ District of _____ in the case of _____ against _____, No. _____ of the docket of that court, and is furnishing _____ to _____.

It is mutually agreed as follows:

1.

Receiver shall continue to _____.

2.

It is further agreed that _____.

This agreement is not to become effective until approved by the court. [Signature]

Contract of creditors to bid in and convey property to trustee.

Agreement made and entered into _____[Date], by and between _____, party of the first part, _____ and _____, parties of the second part, and _____, party of the third part, witnesseth:

Whereas the party of the first part is the owner, subject to certain incumbrances of record, of the following described real estate, to wit: _____.

And whereas each of the above-named parties of the second part has a judgment in the circuit court of _____ county, _____,

against the party of the first part and his wife and have made a levy on the above described real estate, and the same has been advertised

for sale under the executions issued on said judgments for _____[Date];

And whereas the above-named _____ is a surety on a note for first party, and a judgment has been rendered on said note against first party and an execution levied on said real estate:

It is hereby mutually agreed between the parties hereto as follows: That the parties of the second part will at such sale bid for the above described real estate the full amount of their judgments and costs, and if they or either of them become the highest bidder at such sale and acquire a sheriff's deed for such land, they hereby agree to convey by quitclaim deed the same to third party, as trustee, immediately upon the receipt of such sheriff's deed or deeds.

In consideration of the covenants and agreements herein made by the other parties hereto, the party of the first part hereby agrees to convey by quitclaim deed to _____ as trustee, all his interest in and to the above described real estate for the purposes hereinafter set forth.

For and in consideration of the covenants and agreements of the other parties hereto, the party of the third part hereby agrees to accept such conveyances to him as trustee, and does hereby promise and agree upon the receipt of such conveyances to proceed at once to try to find a buyer for said premises, and when such property is sold, and in any event within one year from this date, the party of the third part does hereby agree to pay to the parties of the second part the full amount of their respective bid or bids at such sale of said real estate, together with interest at the rate of _____ percent per annum from the date of such sale to the date of such payment. Party of the third part further agrees that when said real estate is sold he will account to first party for the proceeds thereof, and will pay out of such proceeds any valid judgments or liens against said real estate owing by party of the first part, and will also pay the necessary expenses incurred in connection with the selling and conveying of said real estate to the purchaser, and, if there is any balance left after making such payments, including the payment so agreed to be made by third party to the parties of the second part, party of the third part hereby agrees to pay and deliver the said balance to first party.

It is further agreed by the parties hereto that any real estate levied on under executions above mentioned other than the land above described, shall upon the signing and delivering of this contract be released from said judgments.

Contract between child placement agency and prospective adoption parents.

This agreement, made and entered into _____, 19__, between B, a licensed child placement agency of _____, referred to as the agency, and H and W, husband and wife, of _____, subject to the approval of the department of social welfare, division of child welfare of _____.

The agency at the request of H and W has placed in the care, custody and control of H and W at their home in _____ for a probationary period of one year, the child, _____, who was born on the _____ day of _____, 19__, and who is an inmate, and under the care, custody and control of the agency. H and W covenant and agree: To receive the child into their home for a trial period of one year; to treat the child as a member of the family and to give the child proper care, and to love, cherish, nurture and educate the child in a suitable manner, as H and W would be required to do were it their own child; to send the child to school at least nine months of each year, or in accordance with the laws of the state of _____; to notify the agency promptly of any change of address of the second parties, and in no case leave with, or surrender the child to, a third party, or to remove him [her] from the state without the written consent of the agency.

It is agreed that the agency shall have at all reasonable times access to the child placed in the home of H and W and to the home in which the child is living, and H and W agree to relinquish and surrender the child whenever, in the opinion of the agency or of the state board of control, relinquishment is to the best interest of the child.

It is further agreed that H and W reserve the right to return the child to the agency any time within one year from the date of this agreement, for due and just cause. H and W agree that after the expiration of a one-year period, and before the expiration of two years from the date of this instrument, H and W will make application for the adoption of the child in accordance with the rules and practice of the agency, and in accordance with the statutes of _____ then in force and effect. H and W agree to pay the costs incident to the adoption proceedings.

Condition of receiver's bond.

By order of the _____ Court of _____ County sitting in chancery, made on the _____ day of _____, where _____ is complainant and _____ defendant, it was ordered, that _____ is appointed receiver of all the property, equitable interests, things in action, and effects of the defendant, _____, except those exempted by law, and that he [she] be vested with all the rights and powers of a receiver in chancery upon his filing of a bond for the faithful performance of his [her] duties, in the penal sum of _____ thousand dollars, upon approval. Now, therefore, if _____ shall account for what shall come to his [her] hands or control as receiver, and pay and apply the same from time to time as he may be directed by the court, and obey all orders that the court may make in relation to the trust, and in all respects faithfully discharge the duties of the trust, then the above obligation will be voided.

Compromise as to title to real property.

_____ and _____ each claim to own a certain plantation situated in _____ described as _____, containing _____ acres more or less and commonly known as _____, and comprising the same property acquired by _____ from _____, and subsequently acquired at sheriff's sale by the grantor, all under deeds of record in the conveyance records of that county and state, which deeds by reference are adopted and made part of this act for greater certainty of description.

After a full, fair and free discussion of the subject matter, _____ and _____, each acting on the advice of counsel, have concluded that their best interest will be served by compromising their respective claims to the plantation and the rents and revenues arising from it for the purpose of preventing litigation.

In consideration of the premises the grantor and grantee have agreed to compromise and settle all of their differences in regard to the ownership of the plantation, and in regard to all rents and revenues arising from it as well as all expenses incurred in improving and clearing the lands, as follows:

The grantor and grantee each recognize the other as the legal and bona fide owner of an undivided one-half interest in the lands, together with all buildings and improvements situated on them, and all appurtenances belonging to them, including the revenues of the current year, _____[year], provided there shall be deducted from those revenues the taxes for the year, and the costs of such improvements as have been placed on the plantation during the year, and the revenues shall be divided between grantor and grantee equally.

It is further agreed and understood that this compromise settlement also includes all claims and counterclaims which the grantor and grantee may have or claim to have against each other in connection with the plantation and operation of same since the purchase to _____[date].

The true intent, and purpose being that this compromise settlement shall be a full and complete compromise settlement not only of the ownership of the plantation but also of all claims and counterclaims which the grantor and grantee may have against each other or may think they have against each other, arising from the operation of the plantation and rents and revenues from it since it was acquired.

Community unit plans.

_____ [title] _____ [preamble]

Section 1. This area is established to include various types of development, such as single-family residences, multiple housing units, neighborhood and community shopping centers, professional and administrative areas, commercial service centers, and industrial parks and other uses or combination of uses which may be made appropriately a part of a planned unit development. This classification is established to allow flexibility of design which is in accordance with the objectives and spirit of the general plan.

Section 2. Planned unit development districts, or PUD districts, may be established or removed from the zoning map on the application of a property owner or owners, or on the initiative of the Planning Commission of the City of _____ or _____ [specify other authorized agency, such as: The City Council] in accordance with the procedures set out in this ordinance.

Section 3. An application for the establishment of a PUD district shall be accompanied by a preliminary development plan which, if approved by the Planning Commission of the City of _____ and _____ [the City Council], shall become a part of the zoning map of this city.

a. The preliminary development plan shall contain the following information:

(1)

Proposed land uses;

(2)

Location of buildings, structures and building groups;

(3)

Proposed dwelling unit density in residential areas;

(4)

Floor area ratios and maximum heights of the proposed buildings;

(5)

Proposed street cross-sections;

(6)

Proposed parks, playgrounds, school sites and other open spaces and public areas;

(7)

Location and type of existing and proposed landscaping, and identification of any existing trees to be removed;

(8)

Economic feasibility analysis of proposed commercial uses;

(9)

Delineation of the major units within the development;

(10)

Relation to future land use in surrounding area as proposed in the general plan;

(11)

Public utilities facilities location, and proposed location of wires and conduits;

(12)

Suitable scale drawings of present area and of planned unit development as proposed; and

(13)

Proposed off-street parking.

b.

The Planning Commission of the City of _____ and _____[the City Council] may require further information for the purpose of determining whether or not the planned unit development as proposed will comply and conform substantially to the general plan.

Section 4. Pursuant to the determination required of substantial conformity with the general plan, the Planning Commission of the City of _____ and _____[the City Council] shall make the following additional findings prior to any zoning or rezoning of the affected area:

(1). That the total development in each individual unit therein shall exist as an independent unit capable of creating an environment of sustained desirability and stability or that adequate assurance will be provided that such objective will be attained; that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.

(2). That the streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic, and that the density shall not generate traffic in such amounts as to overload the street network outside the PUD district.

(3). That any proposed commercial development shall be justified economically at the locations proposed, to provide for adequate commercial facilities of the types proposed.

(4). That the economic impact created by the district shall be absorbed by the city (police, fire service, water supply, sewage disposal, etc.).

[Signature of authorized official] Approved as to form:

[City Attorney]

Community property—Will disposing of separate and community property.

Will of _____

I, _____, of _____[address], _____ County, _____[state], declare this to be my last will, and I revoke all prior wills which I have made.

I.

I direct my executor to pay my just debts, the expenses of my last illness, if any, and all funeral expenses as soon after my death as is convenient.

II.

I declare that I am married, and that my _____[wife's or husband's] name is _____.

III.

1. I declare that I have _____[number] living children whose names and addresses are: _____.

2. I declare that I have had _____[number] children, _____[names], who have died leaving surviving the following children: _____[Insert names of deceased parents and names and addresses of surviving children].

IV.

It is my intention by this will to dispose of my separate property and my one-half interest in the community property of myself and my _____[wife or husband], _____[name]. or

It is my intention by this will to dispose of my separate property, my quasi-community property, if any, and my one-half interest in the community property of myself and my _____[wife or husband], _____[name].

V.

I give to my _____[wife or husband], _____, if _____[she or he] survives me, any interest I may have in _____[describe property]. If my _____[wife or husband] does not survive me, then I give all of the described property to my children, _____[names], or to the survivor of them. If neither of my children shall survive to receive distribution of the described property, then the property shall become a part of the residue of my estate.

VI.

I give, devise, and bequeath:

1.

To _____[name], the following-described real property: _____.

2.

To _____[name], the following-described personal property: _____.

3.

To _____[name], the sum of \$_____.

4.

To _____[name], _____[specify other gifts].

5. If any one or more of the devisees or legatees above-mentioned predecease me or die prior to distribution to them of their respective gifts, the gifts shall lapse and become a part of the residue of my estate.

VII.

All of the rest, residue, and remainder of my estate of every kind or nature and wherever situated, and including separate property and my interest in the community property of myself and my _____[wife or husband], _____[name], I give, devise, and bequeath to _____, _____[if the residuary estate is given in trust, add: in trust for the following uses and purposes].

VIII.

I have, except as otherwise provided in this will, intentionally and with full knowledge, omitted to provide for my heirs who may be living at the time of my death, including any person or persons who may, after the date of this will, become my heir or heirs by reason of marriage or otherwise.

IX.

Should any part, clause, provision, or condition of this will be held to be void, invalid, or inoperative, then I direct that the invalidity shall not affect any other clause, provision, or condition of this will, but the remainder of this will shall be effective as though the void clause, provision, or condition had not been contained in the will.

X.

I direct that every gift, bequest, and interest given under this will be delivered to the devisee or legatee free from all estate and inheritance taxes, and that such taxes be paid out of the residue of my estate.

XI.

I nominate and appoint _____, of _____[address], _____ County, _____[state], as the executor of this will, to serve as the executor without bond.

XII.

I authorize my executor to sell, lease, or mortgage the whole or any part of my estate at either public or private sale, with or without notice but subject to such confirmation as may be provided by law. My executor may, at the executor's option, and in the executor's sole discretion, continue to hold, manage, and operate any property, business, or enterprise that I may hold and own at the time of my death, the profits or losses, if any, therefrom to inure or be chargeable respectively to my estate and not to my executor.

XIII.

I appoint _____, of _____[address], _____ County, _____[state], as the guardian of the person and estate of any child of mine who at the time of my death is a minor.

I subscribe my name to this will on _____[date], at _____[address], _____ County, _____[state], in the presence of _____, _____, and _____, attesting witnesses, who subscribe their names to this will on _____[date] at my request and in my presence.

[Signature]

Attestation Clause

On the date last above written, _____[testator's name], known to us to be the person whose signature appears at the end of this will, declared to us, the undersigned, that the foregoing instrument, consisting of _____ pages, including the page on which we have signed as witnesses, was _____[his or her] will. _____[He or She] then signed the will in our presence and, at _____[his or her] request, in _____[his or her] presence and in the presence of each other, we now sign our names as witnesses.

_____[Signature], residing at _____[Street, city, state]

_____[Signature], residing at _____[Street, city, state]

_____[Signature], residing at _____[Street, city, state]

Certificates required by Uniform Limited Partnership Act and Revised Uniform Limited Partnership Act (1976).
The undersigned, desiring to form a limited partnership under the Uniform Limited Partnership Act as set forth in _____[statutory citation] make the following certificate:

1.
The name of the partnership shall be _____.

2.
The character of the business shall be _____[e.g., the ownership and operation of real property].

3.
The location of the principal place of business shall be _____.

4.
The name and address of the general partner is _____[corporation] whose address [principal place of business] is _____.

5. The partnership shall continue for a term of approximately _____ years.

6.
The amount of initial cash contribution by each limited partner and the percentage of net profit of the partnership to which each limited partner is entitled on account of that contribution (both before and after participation by the general partner) is set forth in Exhibit A, attached. Further, each limited partner for each full unit of ownership (____%) may be required to make additional contributions of capital for a period of _____ years commencing _____, 19__ and continuing on the same day of each year afterwards. Each capital contribution per year for each unit shall not exceed the sum of _____ dollars and shall not be cumulative.

7.
Except to complete sale of the initial _____ units, the general partner shall not have the right to admit additional limited partners except with the consent of limited partners entitled to fifty-one percent or more of the profits of the partnership and then only upon such terms as may be agreed upon by the limited partners at the time of the proposed admission of additional limited partners.

8.
Limited partners entitled to fifty-one percent or more of the profits of the partnership may, by a vote, remove the general partner. The election of a substitute general partner shall be made by an affirmative vote of the limited partners owning fifty-one percent or more of the profits of the partnership. The limited partnership may be terminated by a vote of limited partners entitled to fifty-one percent or more of the profits of the partnership.

9.
This certificate may be executed in counterparts, each of which will constitute an original. In witness etc.,

Limited Partners General Partner

By _____, President
By _____, Secretary

[Acknowledgements]

Central business district.

9. ("B-2" central business district.)

A. Use regulations: Permitted uses are: [Enumerate]

B. Conditional uses: Automobiles or trailers (new or used) offered for sale may be stored in the open on the rear half of the lot, or lots, the front portion of which is occupied by a structure containing automobile or trailer show rooms, and where no part of the open storage area is within fifty feet of any street line. Used car sales lots, independent of automobile sales rooms and service conducted within a building, are not permitted.

C. Height: No building or structure shall be erected or structurally altered to exceed a height of three stories nor shall it exceed forty-five feet in height.

D. Areas: No front or side yards shall be required except that when a building or group of buildings abuts upon a residential district, a yard shall be provided on the side of the lot abutting the residential district, such yard having a width of not less than ten feet. There shall be a rear yard with a depth of not less than fifteen feet when abutting upon a publicly dedicated alley or public way and not less than twenty feet when no dedicated alley or public way exists at the rear of the lot. The rear yard may be used for off-street parking and loading as provided by section _____.

Causes showing authority to give consent.

I am a person of full age and have the lawful custody of the above-named _____ who is a minor about _____ years of age. The minor has no father or mother living [or as the case may be].

By partner to copartner.

I, _____ of _____ county, _____, for and in consideration of the confidence I have and repose in _____, of the same county and state and of \$_____ to me paid by _____, do by this means constitute and appoint _____ my lawful agent and attorney-in-fact, for me and in my name, place and stead, to act for and represent me in all and any transactions connected with the partnership business to be carried on by _____ and _____ in the purchase and sale of oil, gas, and mineral leases, also in the production, refining, transporting, and marketing of petroleum and its products, or interest in them, or any royalties or interest in them, or any land or interest in it, fully authorizing and empowering my agent and attorney-in-fact to make any purchases he [or she] may deem best and proper, and to make any sales he [or she] may deem best and proper, and to execute any and all deeds, notes, mortgages, releases of liens, sign and deliver any and all necessary instruments of writing required in the transaction of the partnership business; by this means ratifying and confirming any and all acts or things whatsoever done or to be done by my agent and attorney-in-fact in the premises and granting to my agent and attorney-in-fact full authority to do and perform any and all acts or things which I could do or perform if present and acting in person; it being contemplated that in the conduct of the partnership business many transactions will take place in the western part of _____ and also in _____, and as I shall remain in _____ county, in order to facilitate the business I deem it necessary to execute this power of attorney.

In witness, etc.

By letter accompanying distribution of proceeds to participating certificate holders.

The trustees have in their possession a very few notes and judgments remaining unpaid, and which, in their opinion, are of questionable value. These few remaining assets will be sold at public sale to the highest bidder, at _____, on the _____ day of _____, in the corridor of the courthouse at _____. The list of the assets to be sold will be available for examination at the office of the sheriff of _____ County in the courthouse, _____.

Affidavit of extradition agent.

Affidavit State of _____ [asylum state] County of _____

_____[Extradition agent], being first duly sworn on oath, deposes and says:

1.

_____[He or She] is the same _____[name] who was duly appointed extradition agent in the matter of the extradition of _____[name of fugitive] by the governor of the State of _____[demanding state] on _____.

2.

_____[He or She] found the same _____[name of fugitive] on _____ in the custody of _____[name], _____[office], County of _____, State of _____[asylum state].

3.

_____[Name of fugitive] has been positively identified as the same _____[name of fugitive] named in the requisition order of the Governor of the State of _____[demanding state] by _____[admission or the personal knowledge of affiant or indicate other foundation of positive identification, for example, photographs and fingerprints accompanying extradition papers].

4. This requisition order has not been revoked or withdrawn, and it remains of full force and effect.

5. _____[Name of fugitive] has been arrested, detained, and _____[delivered into _____ (his or her) custody after execution by _____ (name of fugitive) of a written waiver of extradition or surrendered] in full conformity with the laws of the United States and the State of _____[asylum state].

Dated: _____.

[Signature] [Jurat]

Business interest—Power to manage and control.

Identifying Business

I presently own certain stock which represents the controlling interest in the _____(Name) Company of _____(City), _____(State).

Powers Applicable to Corporations, Partnerships and Sole Proprietorship

I anticipate that at the time of my death I will own such stock in that company or in a successor to it, or that I will own a controlling interest in another business enterprise (whether operated in the form of a corporation, a partnership or a sole proprietorship), referred to below as the "business," and consequently I expect that some such business enterprise will be in my estate at the time of my death. Since I desire that my Executor and Trustee shall continue to hold and operate each such business as a part of my estate and the trust funds created under this instrument, I hereby vest my Executor and Trustee, severally, including any successors to either, with the following powers and authority, as supplemental to the ones contained in Article _____(General Powers) the applicability of which to the business I confirm, without limitation by reason of specification, and in addition to powers conferred by law, all of which may be exercised with respect to every such business, whether a corporation, a partnership or a sole proprietorship:

Retention

A. To retain and continue to operate the business for such period as the Executor or Trustee, as the case may be, may deem advisable.

Management and Delegation

B. To control, direct and manage the business. In this connection, the Executor or Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation, and the Executor or the Trustee may delegate all or any part of its power to supervise and operate, to such person or persons as it may select, including any associate, partner, officer or employee of the business.

Personnel

C. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants and such other representatives as the Executor or Trustee may deem appropriate; including the right to employ any beneficiary (or individual Trustee) in any of the above capacities.

Investments and Loans

D. To invest other estate or trust funds in such business; to pledge other assets of the estate or trust as security for loans made to such business; and to loan funds from the trust to such business.

Incorporation

E. To organize a corporation under the laws of this or any other state or country and to transfer to such corporation all or any part of the business or other property held in the estate or trust, and to receive in exchange for such transfer such stocks, bonds and other securities as the Executor or Trustee may deem advisable.

Partnership Proprietorship

F. To take any action required to convert any corporation into a partnership or sole proprietorship.

Business Separate Entity

G. To treat the business as an entity separate from the estate or trusts. In its accountings to the court and to any beneficiaries, the Trustee shall only be required to report the earnings and condition of the business in accordance with standard corporate accounting practice.

H. To retain in the business such amount of the net earnings for working capital and other purposes of the business as the Executor or Trustee may deem advisable in conformity with sound business practice.

Merchandise and Equipment

I. To purchase, process and sell merchandise of every kind and description; and to purchase and sell machinery and equipment, furniture and fixtures and supplies of all kinds.

Sale and Liquidation

J. To sell or liquidate all or any part of any business at such time and price and upon such terms and conditions (including credit) as the Executor or Trustee may determine. The Executor or the Trustee is specifically authorized and empowered to make such sale to any partner, officer or employee of the business (or to any individual Personal Representative or Trustee) or to any beneficiary under this instrument.

Conjunctive Action

K. To exercise any of the rights and powers conferred by this instrument in conjunction with another or others.

Scope of Business

L. To diminish, enlarge or change the scope or nature of any business.

Exoneration of Trustee

I am aware that certain risks are inherent in the operation of any business. Therefore, I direct that my Personal Representative and Trustee shall not be held liable for any loss resulting from the retention and operation of any business unless such loss shall result directly from the Personal Representative's or Trustee's gross negligence or wilful misconduct. In determining any question of liability for losses, it should be considered that the Personal Representative or Trustee, as the case may be, is engaging in a speculative enterprise at my express request.

Indemnity for Trustee

If any business operated by my Personal Representative or Trustee pursuant to the authorization contained in this will shall be unincorporated, then I direct that all liabilities arising from such business shall be satisfied first from the business itself and second out of the estate or trust estates. It is my intention that in no event shall any such liability be enforced against the Personal Representative or Trustee personally. If the Personal Representative or Trustee shall be held personally liable, it shall be entitled to indemnity first from the business and second from the estate or trust estates.

Bill of sale by receiver.

I, _____, receiver for _____, duly appointed, qualified and acting under orders of the District Court of _____ County, _____, in cause No. _____, styled _____, for and in consideration of \$_____ cash and paid by _____ of _____, the receipt of which is acknowledged, have transferred, assigned, sold and conveyed, to _____ the following shares of corporate stock belonging to the estate of _____: _____[describe specifically, giving number of shares and certificate numbers], together with all other shares of corporate stock, stock certificates, and other securities of every kind and character owned by _____ or in which the estate of _____ has any right, title, interest or claim, including those specifically listed and described above, and any and all others. And for the same consideration, I, _____, receiver, for _____, have granted, sold and conveyed to _____ any and all other properties, assets, claims, choses in action, real estate and interests in real estate, which _____ owns, has a claim to, or has any right, title, and interest in; and fully transfer, assign and convey all remaining and undisposed of properties, real, personal and mixed, of _____, to _____. To have and to hold the same unto _____, his [her] heirs and assigns, forever.

Bill of sale by liquidating trustees.

We, _____, _____ and _____, liquidating trustees of _____ Company of _____, _____, for a valuable consideration, to us paid by _____ of _____, receipt of which is acknowledged, have granted, bargained, sold, released and delivered to _____, all the right, title and interest of the liquidating trustees in and to all of the remaining unpaid notes, judgments and/or other claims receivable owing to _____, without prejudice to the ownership of _____ because of any omissions, in the attached schedule which is incorporated into this Bill of Sale.

To have and to hold the receivables, all and singular, for the use, ownership and behoof of _____, and its assigns.

In witness, we have set our hands and seals this _____ day of _____, at _____, _____.

[Signatures, liquidating trustees of _____ Company]

Bankruptcy proceedings representation.

To _____:

The _____ company, a corporation organized and existing under and by virtue of the laws of the state of _____, having its principal office in the _____ of _____, in the county of _____ and state of _____, does by this means authorize you, or any one of you, to attend the meetings of creditors of the bankrupt named at a court of bankruptcy, wherever advertised or directed to be held, on the day and at the hour appointed and notified by the court in the matter, or at such other place and time as may be appointed by the court for holding such meeting or meetings, or at which such meeting or meetings, or any adjournment may be held, and then and there from time to time, and as often as there may be occasion, for it and in its name to vote for or against any proposal or resolution that may be then submitted under the acts of Congress relating to bankruptcy; and in the choice of trustee or trustees of the estate of the bankrupt, and for it to assent to such appointment of trustee; and with like powers to attend and vote at any other meeting or meetings of creditors, or sitting or sittings of the court, which may be held for any of the purposes stated; also to accept any composition proposed by the bankrupt in satisfaction of his [or her] debts, and to receive payment of dividends and of money due it under any composition, and for any other purpose in its interest whatsoever, with full power of substitution.

Default.

If lessee shall default in the payment of any of the rental payments due under this lease, or if lessee fails to perform any covenant, condition or obligation required to be performed by lessee under this lease agreement, or if lessee becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefits of creditors, or if a petition for a receiver or under the Bankruptcy Act is filed by or against the lessee, lessor may declare the entire amount of rental payments accrued and to accrue over the term of this lease (less a discount of _____%) immediately due and payable. If the sum is not paid on demand, lessor shall have the right to take possession of the equipment and dispose of it in a commercially reasonable manner upon written notice to lessee or any intended disposition which will be deemed reasonably and properly given if mailed at least 10 days before such disposition, postage prepaid, to lessee at the address shown above. The rights and remedies contained in this lease agreement are cumulative and alternative and, in addition, lessor shall have all the rights and remedies granted by the Uniform Commercial Code or any other applicable law. Upon any such default, lessee, to the extent permitted by law, agrees to pay all costs of collection and enforcement of lessor's rights under this lease agreement, including the reasonable fees of an attorney who is not a salaried officer or employee of the lessor or its assigns. Waiver by lessor of any default shall not be a waiver of any other default.

Assignment of registered trademark.

_____ [name of assignor], of _____ [street, city, and state], has adopted, used and is using a mark which is registered in the United States Patent and Trademark Office, Registration No. _____, dated _____; and _____ [name of assignee] of _____ [street, city, and state] is desirous of acquiring that mark and the registration of it;

Now, therefore, for good and valuable consideration, receipt of which is here acknowledged, _____ [name of assignor] does here assign unto _____ [name of assignee] all right, title and interest in and to that mark, together with the goodwill of the business symbolized by the mark, and the above-identified registration of the mark.

_____ [Signature of assignor; if assignor is a corporation or other juristic organization, give the official title of the person who signs for assignor.]

State of _____

ss County of _____

On this _____ day of _____, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf [or on behalf of the identified corporation or other juristic entity with authority to do so].

_____, Notary Public

Assignment application.

STATE OF _____

TRADEMARK OR SERVICE MARK

ASSIGNMENT APPLICATION

Complete and Return with \$_____ Recording Fee

Must be typewritten

WHEREAS:

1.
Name of Present Owner: _____[Assignor]

2.
Business Address: _____[street], _____[city], _____[state], _____[zip code]

3.
Is present owner a (check one)

☐ Corporation

☐ Union

☐ General Partnership

☐ Limited Liability Partnership (LLP)

☐ Individual

☐ Association

☐ Limited Partnership (LP)

☐ Limited Liability Company (LLC)

4. A. If a Corporation, LP, LLP, or LLC, in what state is it organized? _____

B. If an LP or LLP what is the name of one of the general partners? _____

5. Has adopted and used the _____[trademark or servicemark] which is registered under number _____ as of _____[original registration date], in the Office of the Secretary of State of _____.

NOW, THEREFORE, to all whom it may concern:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, said owner has sold, assigned, and transferred the registered mark, and by these presents does sell, assign and transfer unto:

6.
Name of New Owner: _____[Assignee]

7.
Business Address: _____[street], _____[city], _____[state], _____[zip code]

8.
Is new owner a (check one)

☐ Corporation

- ☐ Union
- ☐ General Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Individual
- ☐ Association
- ☐ Limited Partnership (LP)
- ☐ Limited Liability Company (LLC)

9. A. If a Corporation, LP, LLP, or LLC , in what state is it organized? _____

B. If an LP or LLP, what is the name of one of the general partners? _____

10. The entire right, title and interest in and to the said _____[trademark or servicemark] and the registration thereof, together with the good will of the business in connection with which the said mark is used, or with that part of the goodwill of the business connected with.

The undersigned affirms, under penalty of perjury, that the facts stated herein are true.

[Signature of Assignor (Old Owner)] [Type or Print Name of Assignor] [Official Capacity]

Return to:

Office of Secretary of State's

_____ [Address]

Assignment and sublease of book center.

This assignment and sublease, made and entered into as of _____, _____, by and between _____ Publishing Corporation, a _____ corporation qualified to do business in the State of _____, having its principal office at _____, _____ (hereafter referred to as the "Sublessor"), and _____ Book Center, Inc., a _____ corporation qualified to do business in the State of _____, having its principal place of business at _____, _____, _____ (referred to as the "Sublessee").

Witness:

Whereas, sublessor is the lessee under a lease agreement (referred to as the "Lease") made and entered into as of _____, _____, by and between sublessor and the _____ County Industrial Development Agency (referred to as the "Agency"), a copy of which is attached as Exhibit "A", pursuant to which the Sublessor is entitled to occupy the "Facility", there defined, on the terms and conditions there set forth; and

Whereas, sublessor desires to assign all of its existing rights under the lease and sublet the premises described to sublessee on the terms and conditions here set forth;

Now, therefore, for and in consideration of the premises and the mutual covenants contained, the parties formally covenant, agree and bind themselves as follows:

1.

Sublessor sublets to sublessee, and sublessee hires, the "leased land" (which for purposes of this assignment and sublease shall include the property described in Exhibit II attached and made part of this agreement), the "project" and the "leased equipment" (all of which are defined in Article I of the lease and all of which are collectively referred to there and here as the "facility"), and sublessee agrees to occupy the facility on the terms and conditions stated.

2.

Except as may otherwise be provided here and to the extent that sublessor's rights and obligations under the lease (the terms of which are incorporated here by reference) are still existing, sublessor assigns such rights and obligations to sublessee and sublessee (i) shall, and does, become entitled to exercise such rights and (ii) shall, and does, assume the performance of such obligations as though sublessor were the "agency" or the "bank" (as such terms are defined in the Lease) and sublessee were the lessee thereunder. Sublessor shall, for the purposes of this assignment and sublease, have all of the rights and obligations accruing to the agency and the bank under the lease. Nothing here shall relieve sublessor from the primary liability for any of its obligations under the lease, nor shall _____ Companies, Inc. be relieved from any of its obligations under the guaranty.

3. Sublessee agrees to pay to sublessor the following rentals:

(a)

An amount equal to the "basic rent" as described in section 5.3(a) of the lease; plus

(b)

An amount equal to the "additional rent" as described in section 5.3(b) of the lease; plus

(c)

\$_____ which amount represents sublessor's annual payment in lieu of taxes made to the Town of _____ pursuant to the agreement dated _____, _____ between sublessor and the Town of _____ (referred to as the "town agreement"), a copy of which is set forth in Exhibit IV attached and made a part of this agreement; plus

(d)

Any other taxes, assessments or other charges which sublessor is obligated to pay by reason of its position as lessee under the lease, which amounts shall be paid by sublessee to sublessor no later than 10 days after sublessor bills sublessee therefor.

The rental payments provided for in (a), (b) and (c) above shall be made by sublessee to sublessor no later than 10 business days prior to the payment dates provided for in section 5.3 of the lease and in the town agreement,

respectively.

4. (a) Sublessor assigns to sublessee the option to purchase the facility in accordance with and subject to the provisions of section

11.3 of the lease; provided, however, that on the occurrence of any "event of default", as such term is defined in the lease, by sublessee in the performance of its obligations under the lease or under this assignment and sublease, and the failure by sublessee to cure such default, the right to occupy the premises and to exercise the option assigned to sublessee pursuant to this assignment and sublease shall immediately revert to sublessor and sublessee agrees to reimburse sublessor for any costs it might incur by reason of the default.

(b). In the event the sublessee wishes to exercise the right of prepayment granted in section 5.5(a) of the lease, the sublessee shall so notify the sublessor and shall deposit with the sublessor, at least 15 days in advance of the proposed prepayment date, the amount to be prepaid as set forth in section 5.5(c) of the lease. On such deposit, the sublessee shall promptly notify the agency and the bank of such prepayment and make the appropriate payment of the prepayment amount in accordance with the requirements of section 5.5(a) of the lease. The sublessee expressly agrees that on the occurrence of the event described in section 5.5(b) of the lease and on notice from sublessor it shall, at least 15 days prior to the next succeeding date on which the basic rent is payable, pay to sublessor the amount required to be paid by section 5.5(b) of the lease.

(c). Sublessee agrees to comply with sections 6.4, 6.5, 6.6 and 6.7 of the lease regarding insurance and, in connection therewith, to provide sublessor with the certificates of insurance provided for in section 6.5 of the lease, which certificates of insurance shall be substantially the same in form and substance as those attached as Exhibit V.

(d). Anything in this assignment and sublease to the contrary notwithstanding, the sublessor and the sublessee waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the subleased premises, improvements to the building of which the subleased premises are a part, or personal property (building contents) within the building, by reason of fire, the elements or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the sublessor or the sublessee and their agents, officers and employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this assignment and sublease agrees immediately to give to each insurance company which has issued to its policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this paragraph.

(e). The sublessor shall not be liable to the sublessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the subleased premises caused by the negligence or misconduct of the sublessee, its agents, servants or employees, or of any other person entering on the subleased premises under express or implied invitation by the sublessee, or caused by the buildings and improvements located on the subleased premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the subleased premises, or due to any other cause unless caused by the negligence of sublessor. The sublessee agrees to indemnify and hold harmless the sublessor of and from any loss, attorney's fees, expenses or claims arising out of damage or injury caused by negligence of sublessee. Any liability insurance which may be carried by the sublessor or the sublessee with respect to the subleased premises shall be for the sole benefit of the party carrying the insurance and under its sole control.

(f). The sublessor and the sublessee shall for the remainder of the term of the lease cooperate with each other to the extent necessary to enable each of them fully to realize its rights pursuant to the lease and this assignment and sublease and to perform its obligations in accordance with the terms of the Lease and this assignment and sublease.

5. The sublessee expressly agrees to use and maintain the premises in accordance with the terms of the lease and not do or omit to do anything which will breach any of the terms. If the lease is terminated, this assignment and sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the sublessee, provided that such termination is not the result of a breach by the sublessee of the lease or this assignment and sublease.

6. The covenants and agreements contained here shall be binding on the parties and their respective successors and assigns.

In witness, the parties have caused this assignment and sublease to be executed as of the date first above written.

As to retention, sale, investment, etc.

In addition to any powers given to it by law or otherwise, I authorize and empower my executor as well as my trustee with respect to any property at any time held under any provision of this will, including accumulated income, if any, and any property held pursuant to any power in trust, and until the actual distribution of such property:

1. To sell upon such terms and conditions as it in its sole discretion may determine.

2.

To invest and reinvest in and to acquire by exchange or otherwise property of any character including stocks of any classification, obligations or other property, real or personal, whether or not of the same kind, and participations in any common trust fund administered by _____ Trust Company, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

3.

To retain property of any kind received by it without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

4.

To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange, or other transaction and any plan or action under or in connection with such transactions; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

5.

To exercise all conversion, subscription, voting and other rights of any nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect to any such property.

6.

To make and retain joint investments and investments of undivided interests in any property, real or personal, whether or not all the property be held this instrument and whether or not the provisions under which such other property is held are similar.

7.

With respect to any real property (including real property acquired on foreclosure or by deed in lieu of foreclosure) at any time held under this instrument, to sell, exchange, partition, lease, sublease, mortgage, improve or otherwise alter upon such terms as it may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments relating to such property. Any lease may be made for such period of time, including a lease beyond a five-year period, as it may deem proper and without the approval of any court.

8.

To extend the time of payment of any bond (or other obligation) and mortgage held by it, or of any installment of principal or interest or hold such bond (or other obligation) and mortgage after maturity as past due; to consent to the alteration or modification of any terms of such instruments; to waive defaults in the performance of the terms of such instruments; to foreclose any such mortgage or compromise or settle claims under them; to take over, take title to or manage the property, or any part of it affected by any such mortgage, either temporarily or permanently, and in partial or complete satisfaction of any claim under any such mortgage; to protect such property against or redeem it from foreclosure or nonpayment of taxes, assessments or other liens; to insure, protect, maintain and repair such property; and generally without limitation by the above specification to exercise with respect to such bond (or other obligation) and mortgage or such property all rights and powers as may be exercised by a person owning similar property in his or her own right.

9.

To borrow money to provide funds for any purpose without resorting to the sale of any assets; and for the purpose of

securing the payment of such borrowings, to pledge, mortgage or otherwise encumber any and all such property upon such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or where the obligations may or should ultimately be borne on such terms, covenants and conditions as it may deem proper.

10.

Without limitation by the specification of the following to exercise any and all the powers, authorities and discretions provided in this instrument in respect of any shares of stock of _____ Trust Company and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.

11.

To register any property belonging to my estate or any trust created by this instrument in the name of its nominee, or to hold such property unregistered, or in such form that title shall pass by delivery.

12. To distribute in cash or in kind or partly in cash and partly in kind.

As tenants in common.

[Commence as in form in §8.4717, but substitute for fourth paragraph of that form the following:] In the event of the death of any of the undersigned the interests in the account as of the close of business on the date of the death of the decedent (or on the next following business day if the date of death is not a business day), shall be as follows:

_____ [participant] or his or her estate _____ percent _____ [participant] or his or her estate _____ percent _____ [participant] or his or her estate _____ percent

but any taxes, costs, expenses or other charges becoming a lien against or being payable out of the account as the result of the death of the decedent, or through the exercise by his or her estate of any rights in the account shall, so far as possible, be deducted from the interest of the estate of the decedent. This provision shall not release the decedent's estate from the liability provided for in the next paragraph.

Articles of limited partnership.

Articles of Limited Partnership This limited partnership agreement is made on _____[date] in _____ by and between _____ as general partners and _____ as limited partners.

Article I.

Governing Law

The parties to this agreement by it form a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act of the

State of _____, and that act shall govern the rights and liabilities of the parties to this agreement.

Article II.

Name

The name of this limited partnership shall be _____.

Article III.

Term

This limited partnership shall begin the day the certificate of limited partnership is duly filed and shall continue until terminated in

accordance with this agreement.

Article IV.

Purposes

The purposes of this limited partnership are to invest in improved and unimproved real estate in the State of _____ and to lease,

develop, sell, mortgage, or otherwise transfer all or a portion of the real estate with the goal of earning a profit for the limited partnership.

Article V.

Principal Place of Business

The principal place of business of the limited partnership shall be in _____ or such other place or places as the general partners

may designate from time to time.

Article VI.

Capital Contributions

(a). The general partners shall transfer to the limited partnership the real estate described in Exhibit I under the terms and conditions set

forth in that exhibit. The general partners shall not be required to make any additional contributions to capital.

(b). Each limited partner shall contribute the amount of cash specified in Exhibit II.

(c). If any limited partner fails to make h— entire cash contribution within 30 days after the date of this agreement, then —he will be in default, and the general partners may sell and transfer all or any part of the limited partnership interest of the defaulting limited partner to another limited partner or, if no other limited partner will purchase the interest, to any other person. The sale and transfer shall be made in such manner as the general partners may determine, and upon such sale and transfer, the defaulting limited partner shall cease to have any right, title or interest in the limited partnership with respect to the portion sold and transferred. Notwithstanding any sale and transfer, the defaulting limited partner shall remain liable to the limited partnership for the delinquent amount, less any net amount received from the sale and transfer, plus interest from the date due until the date paid at the rate of _____% per annum and all reasonable attorney fees, costs, and expenses incurred by the limited partnership to recover the delinquent amount.

(d). Each partner's capital contribution shall be credited to a separate capital account to be maintained for each partner. No interest shall be paid on any capital contribution.

Article VII.

Partnership Management

(a). The partnership business shall be managed by the general partners. In addition to those powers granted to the general partners by law, the general partners shall have the power to execute leases and management contracts, incur obligations on behalf of the limited partnership in connection with the business, and execute on behalf of the limited partnership any and all instruments necessary to carry out the purposes of the limited partnership, including the power to dispose of the real property or other assets of the limited partnership for full and adequate consideration. However, the general partners may not sell or pledge more than _____% of the assets owned by the limited partnership at the

time of sale or pledge in one or a series of transactions without the affirmative vote of limited partners entitled to _____% or more of the profits of the limited partnership.

(b). No limited partner may participate in the management of the limited partnership or subject the limited partnership to any liability or obligation.

(c). The general partners may employ persons in the operation and management of the limited partnership business for such compensation as they determine.

(d). The general partners have no authority to do any act in contravention of this agreement or the certificate of limited partnership; to do any act that would make it impossible to carry on the limited partnership's ordinary business; to confess a judgment against the limited partnership; to admit anyone as a partner except as otherwise provided in this agreement; or to possess or assign rights in limited partnership property for other than a limited partnership purpose.

Article VIII.

Status of Limited Partners

(a). The limited partners are not personally liable for the expenses, liabilities, or obligations of the limited partnership.

(b). A limited partner may only withdraw h— capital account following the termination of the limited partnership, but no part of the capital account of any limited partner may be withdrawn unless all partnership liabilities, other than liabilities to partners on account of their capital contributions, have been paid or unless the partnership has sufficient assets to pay such liabilities. In making such a withdrawal, no limited partner may demand or receive property other than cash in return for his capital contribution.

Article IX.

Addition of Limited Partners

Except when a limited partner has defaulted in making h— capital contribution, the general partners may not admit additional limited partners without the consent of limited partners entitled to _____% of the profits of the limited partnership.

Article X.

Profits and Losses

(a). Profit. The net profit of the limited partnership shall be equal to the taxable income of the limited partnership as shown in the limited partnership tax return filed with the United States.

Except as provided in Article XI, profits shall be divided as follows:

(1). _____% to the capital accounts of the general partners in accordance with the percentages set forth in Exhibit I.

(2). _____% to the capital accounts of the limited partners in accordance with the percentages set forth in Exhibit II.

(b). Losses. All losses shall be entirely allocated to the limited partners' capital accounts in proportion to their capital contributions, but no limited partner may be liable for more than h— individual investment in the limited partnership.

Article XI.

Limitation on Allocations and Distributions to General Partners

Notwithstanding Article X, the general partners shall not receive any share of profits or distribution of capital until such time as a limited partner has been returned h— investment through a combination of profits and losses. For the purpose of this computation, the capital contribution of a limited partner shall be considered to be \$_____. From this amount, 100% of the profits distributed to a person making such a capital contribution and 50% of the losses shall be deducted.

Article XII.

Assignment of Partners' Interests

(a). General partners. No general partner may assign, mortgage, encumber, or sell all or a portion of h— interest as general partner to anyone other than another general partner or limited partner. The transferee shall be a general partner to the extent of the interest transferred.

(b). Limited partners. A limited partner's right to receive any income from the limited partnership may not be transferred without the prior, written consent of the general partners, who may not unreasonably withhold such consent. A limited partner may not transfer all or a portion of h— capital interest unless —he first gives the other limited partners the opportunity to purchase the interest at its fair market value, as determined by the general partners. The limited partners shall have _____ days to purchase the interest.

Article XIII.

Compensation for General Partners

In addition to receiving a share of net profits, as provided in Article X, the general partners are entitled to a management fee equal to _____% of the value of the assets listed on the year-end balance sheet of the limited partnership, prepared in accordance with generally accepted accounting principles, but in calculating the value of the

assets for the purpose of determining the management fee, there shall be no reduction for accumulated depreciation.
Article XIV.

Banking
Partnership funds shall be deposited in such bank or banks as the general partners select. All withdrawals shall be made with checks signed by a general partner or h— authorized agent.

Article XV.

Books and Records

The limited partnership shall maintain its books and records at its principal place of business or such other place as designated by the general partners. The books and records shall be available for reasonable inspection by any partner or a partner's authorized representative. At the end of each calendar year, the general partners shall choose a certified public accountant to make a certified audit of the books and distribute to the limited partners a full and detailed statement of business operations during the year. Each partner has the right to conduct, at h— own expense, a private audit of the books and records if —he does so at a reasonable time and after notifying the general partners, but not more often than once in 18 months.

Article XVI.

Termination of Limited Partnership

The limited partnership shall terminate upon the happening of any of the following events:

- (a). Sale of all or substantially all of the partnership assets.
- (b). The death, bankruptcy, retirement, or adjudication of insanity or incompetence of the last remaining general partner.
- (c). The insolvency or bankruptcy of the limited partnership.
- (d). Agreement by limited partners entitled to _____% or more of the profits of the limited partnership that the limited partnership

shall terminate.

Article XVII.

Distribution on Dissolution

After the termination of the limited partnership, the general partners or, if paragraph (b) of Article XVI applies, the limited partners

shall liquidate the partnership property and apply the proceeds in the following order of priority: (a). To creditors (except limited partners on account of their contributions and general partners) in the order of their priority as provided by law.

(b). To partners as follows:

- (1). _____% to the general partners in accordance with the percentages set forth in Exhibit I.
- (2). _____% to the limited partners in accordance with the percentages set forth in Exhibit II.

Article XVIII.

Power of Attorney

Each of the limited partners by this agreement constitutes and appoints _____, general partners, as h— true and lawful attorneys

with the power to make, execute, sign, acknowledge and file in h— name, place, and stead a certificate of limited partnership under the laws of the State of _____, and a certificate of conducting business under an assumed name, and to execute such other instruments as may be required under the laws of the State of _____, and any amendments to the foregoing. Article XIX. Death, Retirement or Incompetency of General Partner When a general partner dies, retires, or is adjudicated insane or incompetent, —he, h— personal representative, or guardian shall be paid the amount the general partner would have received had the limited partnership been liquidated at that time. After such payment is made, the interests of the remaining general partners and the limited partners shall be adjusted in accordance with Exhibits I and II. Article XX. Death or Incompetency of Limited Partner When a limited partner dies or is adjudicated insane or incompetent, h— personal representative or guardian shall succeed to the rights of the limited partner. Article XXI. Notices All notices provided for in this agreement shall be sent by registered or certified mail to the parties at the addresses set forth in Exhibit

III.

Article XXII.

Successors

This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the partners. Article XXIII. Arbitration Any controversy arising in relation to this agreement shall be settled by arbitration in the City of _____ pursuant to the then applicable rules of the American Arbitration Association. Article XXIV. Counterparts This agreement may be executed in counterparts, each of which shall constitute an original of it. Article XXV. Accounting Year The accounting year of the limited partnership shall be the calendar year. Article XXVI. Amendments This agreement may be amended with the consent of limited partners entitled to _____% or more of the profits of the limited partnership. Article XXVII. Organizational Expenses All expenses required for the formation of the limited partnership shall be paid by the limited partnership. Article XXVIII. Integration Clause This agreement constitutes the final written expression of the parties' agreement, and any statements, oral or written, that differ from the terms of this agreement shall have no effect. In witness of which, the parties have executed this agreement _____[date]. _____Limited Partners _____General Partners
[Acknowledgment]

Application for variance.

Application No. _____

To the _____ [Board of Zoning Appeals or Board of Adjustment or as the case may be]

A. Statement of Ownership and Interest.

1. The applicant(s), _____ [name(s)], _____ [is or are] the owner(s) of property situated at the following address: _____.

2.

The legal description of the property is as follows: _____.

3.

The applicant(s) acquired the above-described property on _____ [date].

4.

The _____ [applicant's or applicants'] telephone number is _____.

B.

Request.

The _____ [applicant requests or applicants request] the following variance(s):

1. Section(s) of Zoning Ordinance concerned: _____.

2.

Description and purpose of use restriction(s) sought to be varied: _____ [for example: (a) Reduction in front setback requirements from 35 feet to 28 feet, and (b) increase in unit density for apartment buildings from 1000 square feet to 300 square feet].

3.

Statement of variance sought: _____ [for example: To obtain a waiver of the uses permitted in residential zone R-1 by permitting three-family occupancy of the subject property and to obtain a waiver of all provisions set forth in the Denial of Certification or Building Permit as required to permit the proposed construction, as shown on the attached plan drawn to scale].

C. Reasons for Request.

1.

_____ [State reasons in separately numbered paragraphs, for example: The strict application of the above-referenced provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardship inconsistent with the general purpose and intent of the Zoning Ordinance of the _____ (Town or City) of _____.

2.

The exceptional or extraordinary circumstances or conditions applying to the _____ (property involved or intended use of the property involved or intended development of the property involved) that do not apply generally to other properties or uses in the same zoning district or neighborhood are _____ (specify).

3.

The granting of the variance(s) sought will not be a substantial detriment to the public interest or to the property or improvements in the zoning district concerned, and will not materially impair the purpose of the Zoning Ordinance of the _____ (Town or City) of _____ because _____ (specify).]

4.

Section of Zoning Ordinance proposed for amendment: _____.

5.

Proposed amendatory wording: _____.

6.

Circumstances or changed conditions that justify the proposed amendment: _____.

7. The proposed amendment will clarify or improve the ordinance for the following reason(s): _____. Dated:

Appeal to zoning board of appeals from building official's decision.

Zoning Board of Appeals City of _____[address] Filed _____, 19__ Notified _____, 19__

Hearing _____, 19__ Names and Addresses Appellant: _____ Address: _____ Owner: _____

Address: _____ To the Zoning Board of Appeals: I hereby appeal from decision of the _____[building superintendent] dated _____. Premises affected are situated at _____, and known as _____. Attached hereto is copy of the decision rendered by the _____[building superintendent] in acting on _____[New Building Application No. _____ or Alteration Application No. _____]. Description of Existing or Proposed Building (1). Size of Building: _____. At street level: _____ feet front, _____ feet deep. At typical floor level: _____ feet

front, _____ feet deep. Height: _____ stories, _____ feet. (2). Occupancy: _____[state use of each floor and number of persons on each floor]. (3). Building Zone District: _____ Zone. (4). Date of erection: _____. (5). Character of construction: _____[frame, ordinary brick, or fireproof]. (6). Has any other appeal or petition been filed on premises? If so, give date: _____. Attached hereto and made a part of this appeal, I submit the following:

(a). A typewritten statement of the principal points on which I base my appeal, with description of proposed work, if any. (b). _____ sets of drawings of the structure, with the dimensions and compass points, all on sheets

_____ inches by

_____ inches by size, illustrating clearly the points at issue. (c). Letter of authorization from owner or lessee. (d).

Copy of notice to the _____[building superintendent] that I have appealed. (e). List of property owners considered affected by this appeal, together with mailing address of each owner and location of

property owned. (f). Receipt from the United States Postal Service for mailing required notices by registered mail to property owners affected. State of _____

ss

Affidavit I hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

[Signature] [Jurat] [Attachments]

Agreement between partners and third person.

This agreement is made _____, 19__, between _____ and _____, both of _____, referred to as partners, and B of _____.

The partners have a partnership doing business at _____ under the name of _____, and they desire to secure additional capital for their partnership business and desire to enlarge and incorporate it.

B desires to provide part of the additional capital for a corporation to take over the partnership business.

In consideration of the respective undertakings of the parties it is agreed:

1.

B pays to the partners the sum of _____ dollars, to be paid into the treasury of a corporation to be formed to take over the partnership business and to be part of the capital of the corporation, and for the sum of _____ dollars, B shall be the owner of _____ shares of preferred stock and _____ shares of common stock in the company, certificates for which shall be issued to B immediately upon incorporation.

2.

The corporation shall be incorporated under the laws of the state of _____ or such other jurisdiction as may be agreed upon by the parties, and the name of the corporation shall be _____. The corporation's articles and bylaws are attached and are incorporated in this agreement as though fully set forth. These articles shall be filed immediately, and these bylaws shall be adopted immediately after incorporation. These articles and bylaws are subject to amendment as provided and in accordance with law, except as stated in paragraphs 6 and 7 hereof.

3.

The capital stock of the corporation shall be _____ shares of common stock of the par value of _____ dollars and _____ shares of preferred stock of the par value of _____ dollars, and the preferred stock shall draw interest of _____ percent per year payable annually, to be secured by all the assets and contracts of the corporation, but shall have no voting rights.

4.

The partners will transfer to the corporation all their joint and several titles, rights and interests in all partnership property, real, personal and mixed, legal and equitable, tangible and intangible, including (by way of example and without limitation) land, buildings, leases, equipment, supplies, accounts and debts receivable, contracts, _____[etc.]. The corporation will assume all partnership debts, obligations and liabilities, including liabilities for taxes, special assessments and licenses. The partnership property, less partnership debts and obligations, is appraised by agreement at _____ dollars, and shall constitute capital of the corporation of the value of _____ dollars.

5.

In return for the transfer of partnership property to the corporation, the partners shall receive stock of the corporation as follows: _____ shares of preferred stock and _____ shares of common stock to _____; and _____ shares of preferred stock and _____ shares of common stock to _____. The certificate for stock shall be issued to partners immediately upon incorporation.

6.

The remainder of the capital stock of the corporation, after issuance of stock to the parties shall be [may be] issued and sold by the corporation for money, property or services, and it may be sold for cash or on subscription, in accordance with law and the corporation's articles and bylaws.

7.

The first officers of the corporation shall be _____, president, _____, vice-president, _____, secretary, and _____, treasurer, who shall hold office for at least _____ and until qualification of their successors. Officers shall devote their full time to the affairs of the corporation.

8. Salaries of the officers for _____[length of period] shall be as follows: _____.

9. B shall be entitled as a partner having a _____ interest in the partnership to participate in the partnership

business and have access to the partnership premises and books, without being entitled to compensation therefor, until the corporation is incorporated (that is, until issuance of a certificate of incorporation).

10. All partnership receipts, income, profits, acquisition of property, contracts, and the like, from this date to the date a certificate of

incorporation is issued shall accrue to and be paid or transferred over to the corporation. All partnership books, records and papers

shall be turned over to the corporation and be the property of the corporation.

This contract shall bind the heirs, etc.

In witness etc.

Affidavit—Proof of service of notice by applicant for variance on other property owners concerning hearing by zoning board of appeals.

State of _____ ss County of _____

_____, being duly sworn, deposes and says that:

1.

_____ [He or She] is over _____ years of age and resides at _____ [address], _____ [city], _____ County, _____ [state].

2.

_____ [He or She] is the applicant in a proceeding before the Zoning Board of Appeals of the City of _____, being an application under the Zoning Ordinance, and which has Calendar No. _____ and relates to premises situated at _____ [address], _____ [city], _____ County, _____ [state].

3.

_____ [He or She] gave notice of this proceeding to each and all of the persons named on the list of owners of property affected supplied to _____ [him or her] by the Zoning Board of Appeals of the City of _____, by mailing a copy of such notice on _____ [date], by registered mail, to each of the owners on the above-mentioned list. A true copy of the notice is attached to this affidavit.

[Signature]

[Jurat]

[Attachment]

Affidavit as to identity of prisoner by officer in asylum state.

Affidavit State of _____ [asylum state] County of _____

_____, of _____ [street address], _____ [city], _____ [county], _____ [state], being first duly sworn on oath, deposes and says:

1.

_____[He or She] was, on _____, the _____ [office, for example: Chief of Police of the City of _____, State of _____ (asylum state)].

2.

On that date, _____ [he or she] had the physical custody of _____ [name of fugitive], arrested pursuant to an arrest and extradition warrant issued by the governor of the State of _____ [asylum state].

3.

_____[He or She] has carefully examined the extradition papers forwarded from the State of _____ [demanding state] in the matter of the extradition of _____ [name of fugitive], and particularly the _____ [photograph of the fugitive or fingerprints or indicate other exhibits relating to identification] contained in such papers, which are duly authenticated in accordance with the laws of the State of _____ [demanding state].

4.

Based on that information, _____ [he or she] truly believes the person in _____ [his or her] custody to be the same _____ [name of fugitive] who is the subject of the extradition papers.

Dated: _____.

[Signature] [Jurat]

Acknowledgment and consent of lessee.

Certificate of Acceptance and Acknowledgement of Assignment

As Lessee under a lease agreement Number _____, dated _____ (the "Lease") the original of which is in your possession, with _____ (the "Lessor"), we here certify that we have, as of the date of this Certificate, received and inspected each item of leased property described in the Lease and found each item to be in good operating condition, and, by execution and delivery of this Certificate, we unconditionally accept each item of leased property, as installed, under the Lease.

In addition, in consideration of your financing of the leased property, intending to be legally bound, we here acknowledge and consent to the assignment by Lessor to Lender of all right, title, interest, claim, and demand, as Lessor, in, to and under the Lease, including any rights of Lessor in the leased property and the rental payments due under the Lease, and all other monies from time to time payable to or receivable by the Lessor under any provision of the Lease. We agree to make all payments due and to give all notices and information required under the Lease from and after _____ [date], directly to Lender.

Lessee acknowledges to Lender that the Lease is in full force and effect and agrees to remit and deliver to Lender _____ monthly rental payments of _____ each, commencing _____ on the _____ day of every month after that until _____ (plus applicable taxes), none of which have been prepaid.

For the express benefit of Lender, we affirm that Lender shall be entitled to the benefits of, and to receive and enforce performance of, all covenants and agreements to be performed by us under the Lease and here specifically covenant and agree that, with respect to the monthly rental charges and other payments due and to become due under the Lease, we shall not assert for any reasons whatever against Lender, as assignee of the lease, any defense, set-off, counterclaim (including recoupment against or any diminution of amounts payable by Lessee to Lender) which we may have against any third party, including without limitation the distributor or manufacturer of the leased equipment, Lessor, or Lender. We further represent, warrant, and covenant for the express benefit of Lender (1) to send to Lender, at the above address during the term of the Lease, annual financial statements of the Lessee, within 90 days after the end of each fiscal year; (2) not to move the leased property, or any part of it, from the location specified in the Lease and not to assign the Lease or sublease the leased property without Lender's prior written consent; (3) to take such action as Lender may from time to time reasonably request to maintain the perfection and first priority of Lender's security interest in the Lease and leased property; (4) that no loss, damage, theft, or destruction of the leased property or the enforcement of any lien or encumbrance against the leased property or the bankruptcy or insolvency of Lessor or any subsequent owner or lessor of the leased property shall relieve us in any way of our obligation to make rental payments or perform any other obligation to Lender under the Lease or this Certificate of Acceptance and Acknowledgment of Assignment; (5) that we shall maintain proper insurance and name Lender as loss-payee under the insurance policies and will require our insurers to give written notice to Lender 30 days before any material change or cancellation of the insurance cover of the leased property. We further agree that we shall not enter into any agreement amending, modifying, subordinating, or terminating the Lease without the prior written consent of Lender, and that any such attempted agreement to amend, modify, subordinate, or terminate the Lease without that consent shall be void and shall not relieve us of our existing or future obligations under the Lease or under this Certificate.

We understand the Lessor has assigned its rights to (but none of its obligations under) the Lease to Lender, including, but not limited to the rights and remedies of Lessor under the Lease and under applicable law upon an occurrence of an Event of Default under the Lease.

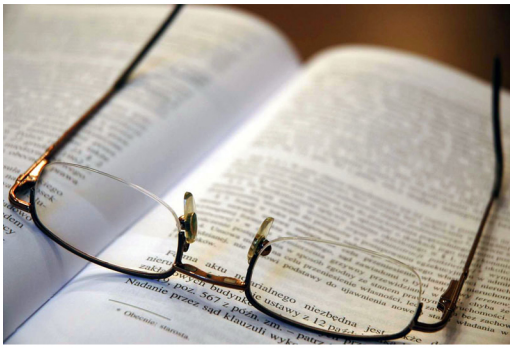
We here represent and certify to Lender that: (i) we have not entered into any understandings or agreements with respect to the leased property other than the Lease and this Certificate of Acceptance and Acknowledgment of Assignment; (ii) there are no judgments, suits, or proceedings pending or threatened against us that would adversely affect our ability to make payments under the Lease; and (iii) no Events of Default (or events that would constitute an Event of Default with the passage of time, giving of notice, or both) on our part, or to our knowledge, on the part of Lessor, have occurred in the performance of each such party's obligations under the Lease.

Lender here agrees that so long as no Event of Default (as defined in the Lease) shall have occurred and be continuing and we shall not be in default of our obligations hereunder to make all payments due to Lender as assignee of the interests of Lessor under the Lease, Lender will not disturb our quiet and peaceful possession of the leased property and our unrestricted use of the leased property for its intended purpose under the terms of the Lease.

In witness, we have executed this Certificate and Acknowledgment of Assignment on the _____ day of _____, _____ [date].

Acknowledged and Agreed:

Lender Lessee By: _____ By: _____ Title: _____ Title: _____

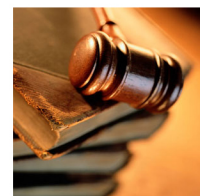


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