

EXHIBIT "A"

TO

THE HAMILTON FAMILY TRUST

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - SPECIAL INSURANCE AND EMPLOYEE BENEFIT PLAN PROVISIONS	1
1.1. Overriding Limitation on Powers of Specific Trustees	1
1.2. Designation of Trust or Trustee as Beneficiary of Insurance Policies and Employee Benefit Plans	1
(a) Retained Ownership Rights	2
(b) Trustee's Responsibilities While Trust is Revocable	2
1.3. Collection of Insurance and Employee Benefit Plan Proceeds	2
(a) Trustee's Powers to Settle Claims	2
(b) Special Provision for Collection of Employee Benefit Plan Proceeds	3
(c) Powers and Authority	3
1.4. Trustee Insurance Powers During Irrevocable Period of Trust	3
(a) Purchase of Insurance	3
(b) General Powers of Insurance Assets	3
ARTICLE II - GENERAL TRUSTEE PROVISIONS	4
2.1. Elimination of Bond Requirement	4
2.2. Trustee Fees and Expenses	4
(a) Additional Fees for Active Business Investments	4
(b) Fees for Co-Trustees	4
(c) Trustee Expenses	4
(d) Professional Fees for Trustees	4
2.3. Settlor's Power to Remove Trustees	4
(a) Reservation of Powers	5
(b) Exercise of Removal Powers	5
2.4. Provisions Pertaining to the Appointment of Successor Trustees	5

(a)	Successor Related Trustee	5
(b)	Successor Independent Trustee	5
(c)	Suspension of Powers of Previous or Resigning Trustee	5
(d)	Acceptance of Assets by Successor Trustee	6
(e)	Liability for Predecessor Fiduciaries	6
(f)	Successor Trustee's Powers and Liabilities	6
(g)	No Duty of Investigation by Successor Trustees	6
2.5.	Trustee's Right to Resign	7
(a)	Notice of Resignation or Renouncement	7
(b)	Duties of Resigning Trustee	7
2.6.	Appointment of Ancillary Trustee	7
2.7.	Special Trustee Co-Administration Provisions	8
(a)	Custody of Trust Assets	8
(b)	Actions of Single Trustee Authorized	8
(c)	Agreement Between Co-Trustees	8
(d)	Delegation of Duties by a Trustee	9
(e)	Disclaimer of Powers, Duties and Responsibilities	9
ARTICLE III - TRUST B AND MARITAL DEDUCTION PROVISIONS		9
3.1.	General Statement Regarding Purposes of Article	9
3.2.	Marital Deduction Bequest Provisions	9
(a)	Statement of Settlor's Intent	10
(b)	Marital Deduction Computation	10
(c)	Marital Deduction Satisfaction	10
(d)	Definition of Value of Settlor's Estate	10
(e)	Definition of Other Qualifying Assets	11
3.3.	Simultaneous Death Provisions	11
(a)	Preliminary Calculation of Estimated Estates	11
(b)	Presumption that Settlor Wife Survived	11
(c)	Presumption that Settlor Husband Survived	12
3.4.	Special Income Provisions	12

3.5. General Powers and Duties of Trustee 12

3.6. Administration of Trust Subsequent to the Surviving Settlor's Death 12

 (a) Distributions During Administration 13

 (b) Obligations to Pay Share of Administrative Expenses, Estate Taxes and Interest 13

 (c) Final Trust B Distributions 13

3.7. Limitation on Investments in Non-Productive Property 14

ARTICLE IV - GENERAL TRUST PROVISIONS 14

4.1. Accumulated Income Becomes Principal 14

4.2. Location and Transfer of Location of Trust 14

4.3. Construction and Interpretation 15

4.4. Additional Assets of Trust 16

4.5. Accountings From Estates or Other Transferors 16

4.6. Special Trust Provisions for Terminations and Continuations of Trusts 17

 (a) Death of a Beneficiary Before Final Distribution 17

 (b) Special Termination Provisions for Grandchildren 17

 (c) Distributions During Continuation of Trust 18

4.7. Ultimate Disposition of Trust Property 18

4.8. Contingent Interests and Separate Property Provisions 18

4.9. Spendthrift Trust Provisions 19

4.10. Maximum Duration of Trust 19

4.11. Distributions to Custodians, Guardians and Other Trusts 20

4.12. Special Disability and Incapacity Provisions 20

 (a) Determination of Disability or Incapacity 21

 (b) General Definitional Guidelines 21

 (c) Effect Upon Distributions and Terminations 21

 (d) Trustee Exoneration 21

4.13. Restrictions on Income Distributions of Support or Contractual Obligations 21

4.14. Special Postponement Provision 21

4.15. Special Generation-Skipping Tax Provisions 22

(a)	Statement of Intent	22
(b)	Grant of General GST Powers	22
(c)	Grant of Specific GST Powers	22
(d)	Administrative Provision	22
(e)	Exoneration of Trustee	23
ARTICLE V - TRUSTEE'S POWERS AND RESTRICTIONS		24
5.1.	Settlors' Expressions of Intent Regarding Trustees' Powers	24
5.2.	Trustee Powers Over Partitions, Divisions and Distributions	25
	(a) General Powers	25
	(b) Distribution of Property to Beneficiaries 	25
5.3.	General Investment Powers	25
	(a) Power to Retain Any Property Transferred to the Trust	25
	(b) General Investment Guidelines and Powers	25
	(c) Power to Invest in Liquid and Illiquid Investments	26
	(d) Real Estate Investment Powers	26
	(e) Mineral Asset Investment Powers	27
	(f) Common Trust Fund Investments	27
	(g) Nominee Investments	27
	(h) Acquisition of Assets Through Indebtedness	27
	(i) Money-Market/Cash Funds	28
	(j) Options, Commodities, Margin Accounts, or Other Investments ...	28
	(k) Power to Sell Assets	28
	(l) Power to Purchase Annuities	28
5.4.	Protection of Third Parties Transacting Business or Dealings With the Trust	28
5.5.	Trustee's Power to Determine Income and Principal	29
5.6.	Loans and Distributions for Beneficiaries	29
	(a) Loans to Beneficiaries	29
	(b) Manner of Distributions to Beneficiaries	29
5.7.	Special Multiple Trust Powers	30
	(a) Commingling Trusts	30

	<u>Page</u>
(b) Termination and Merger of Trusts	30
(c) Transactions Between Separate Trusts	30
(d) Delegation of Powers Between Co-Trustees	31
5.8. Special Trustee Self-Dealing Provisions	31
5.9. Trustee Powers in Transacting or Dealing With Estates	32
(a) Power to Lend Funds to Estates	32
(b) Power to Purchase Assets From Estates	32
(c) Restrictions on Use of Employee Benefit Assets	32
(d) Payment of Expenses and Taxes of Estate	32
5.10. Independent Trustee's Powers To Terminate Trusts	32
5.11. Special Business Powers of Trustee	33
5.12. Protection of Trustee for Acts of Agents	35
5.13. Accounting Responsibilities of Trustee	35
5.14. Ultimate Termination of Trustee's Responsibilities and Duties	35
5.15. Trustee Powers Regarding Settlor's Residence	35
(a) Sale of Residence	36
(b) Purchase of Another Residence	36
(c) Expenses and Maintenance of Residence	36
(d) No Bond	36
(e) Abrogation of Common Law Rules	36
5.16. Special Residence Investment Power	36
5.17. General Borrowing and Lending Powers of Trustee	37
ARTICLE VI - DEFINITIONS AND MISCELLANEOUS TRUST PROVISIONS	37
6.1. Definitions for Children and Descendants	37
(a) Children	38
(b) Descendants	38
(c) Child or Descendants In Being	38
(d) Births Out of Wedlock	38
(e) Adopted Children or Descendants	38
(f) Persons of the Half-Blood	38
6.2. Interpretation of Standards for Health and Educational Distributions	39

(a)	Health	39
(b)	Education	39
6.3.	Divorce of Settlers	39
6.4.	Special Disclaimer Provisions	39
(a)	Disclaimers by Surviving Settlor of Marital Deduction Bequest	39
(b)	Disclaimer of Trust C or Trust B Property	39
(c)	Disclaimers by Representatives	40
(d)	Remaining Rights of Disclaimant	40
6.5.	Attainment of Specified Ages	40
6.6.	Interpretation of Trust Agreement	40
6.7.	Definition of Trust Estate	41
6.8.	Execution in Counterparts	41
6.9.	Cross Incorporation by Reference	41
SIGNATURE PAGE		41
EXHIBIT "B"		42

STANDARD TRUST PROVISIONS

This Exhibit "A" (STANDARD TRUST PROVISIONS) is incorporated by reference for all purposes to the primary portion of THE HAMILTON FAMILY TRUST. It is the expressed intention of all parties to the Trust Agreement that the following terms, conditions and provisions be, and they are hereby made a part of, the primary portion of the Trust Agreement. References to this Exhibit "A" to the "Trust" shall include the initial Trust established by this Trust Agreement as well as any separate Trusts that are to be established by the provisions of this Trust Agreement except where a specific, separate Trust is indicated by the context of the following terms and provisions.

ARTICLE I

SPECIAL INSURANCE AND EMPLOYEE BENEFIT PLAN PROVISIONS

1.1. Overriding Limitation on Powers of Specific Trustees. Settlers hereby expressly provide that in no event shall any individual Co-Trustee possess any powers, duties, obligations, or responsibilities whatsoever over any insurance policies on the life of that individual, all of such duties obligations, investments and responsibilities being exclusively delegated and assigned to the non-insured Co-Trustee. This specific delegation of powers and responsibilities between the Trustees of this Trust shall override any other provision of this Trust Agreement.

1.2. Designation of Trust or Trustee as Beneficiary of Insurance Policies and Employee Benefit Plans. Any person may designate the Trust and/or a Trustee (whether one or more) as the beneficiary of any insurance policy and/or employee benefit plan.

(a) Retained Ownership Rights. Settlers hereby retain any and all ownership rights over any insurance policies and employee benefit plans which either designates this Trust or a Trustee as the beneficiary for so long as this Trust is revocable. These retained incidents of ownership shall include (but shall not be limited to) the rights to all dividends, cash surrender values, interest payments, and all other rights accruing to the owner of such policies or plan. In addition, Settlers shall have the continuing power to cancel any policy, redesignate or change any beneficiary designation, exercise any options associated with the policies or plans as well as irrevocably transferring their rights to any policy or plan.

(b) Trustee's Responsibilities While Trust is Revocable. For so long as the Trust is revocable, the Trustee shall not be responsible for the safekeeping of or the caring for any insurance policy or employee benefit plan which designates this Trust as beneficiary, nor for the payment of any premiums on any insurance policy which designates this Trust as beneficiary.

1.3. Collection of Insurance and Employee Benefit Plan Proceeds. The Trustee shall, upon the death of the insured or employee, take all reasonably prudent steps (including litigation) which are necessary to collect all of the net proceeds of any insurance policy or employee benefit plan which designates the Trust or Trustee as its beneficiary, reduced by the amount of any proceeds necessary to pay or provide for the payment of any liabilities or obligations associated with such assets. The Trustee is not required, however, to incur any expense in collecting such proceeds which are believed to be due the Trust or Trustee unless it holds, receives, or will receive sufficient funds to cover the expenses in collecting such proceeds. For these purposes, the Trustee is entitled to full indemnification against all expenses and liabilities to which the Trustee may be individually subjected should litigation be necessary to collect such proceeds.

(a) Trustee's Powers to Settle Claims. The Trustee has full authority and power to make any compromise, adjustment, or settlement with respect to any insurance policy or employee benefit plan upon the terms and conditions as the Trustee deems to be in the best interests of this Trust. The decision of the

Trustee shall be binding upon all persons interested in this Trust or in the insurance policy, employee benefit plan, or their proceeds.

(b) Special Provision for Collection of Employee Benefit Plan Proceeds. The Trustee is authorized to negotiate and receive proceeds from any employee benefit plan of which the Trust or the Trustee is the designated beneficiary in any manner it deems prudent and consistent with the estate and income tax objectives of the Trust and its Beneficiaries. Settlor hereby direct, however, that if such proceeds would be otherwise exempt from federal estate taxes (in whole or in part), the Trustee shall not elect to receive such otherwise exempt proceeds in such a manner as will subject them to federal estate taxation in the applicable Settlor's Estate without the prior consent of the personal representative of that Settlor's Estate.

(c) Powers and Authority. Everyone shall be completely protected in dealing with any Trustee in regard to any act or transaction involving any insurance policy or employee benefit plan, including the collection of any proceeds. The Trustee's powers with regard to collecting any proceeds shall include (but shall not be limited to) the power to give releases to any company in order to secure delivery of such proceeds. Any receipt given by a Trustee for any payment made to it, or for any assets added to the principal of the Trust, shall constitute a complete acquittance and discharge to the extent specified in the receipt. No insurance company or other party making any payment or delivering or transferring any assets to the Trustee shall be permitted or required to see to the use, application, or supervision of any such payment or transfer.

1.4. Trustee Insurance Powers During Irrevocable Period of Trust. The Independent Trustee shall have the following specific insurance powers during the irrevocable period of the Trust:

(a) Purchase of Insurance. The Independent Trustee, in its sole and absolute discretion, shall have the power to purchase or acquire life insurance on the life of any person in whom the Trust has an insurable interest. Settlor hereby provide that these policies shall be a permissible type of Trust investment.

(b) General Powers of Insurance Assets. The Independent Trustee shall have sole and exclusive power and responsibility over any and all insurance policies owned by the Trust. These powers shall include (but shall not be limited to) the power to borrow against the policies for any reason. to pay premiums, repay loans and elect payment options.

ARTICLE II

GENERAL TRUSTEE PROVISIONS

2.1. Elimination of Bond Requirement. No bond or other security shall be required of any Trustee or any successor Trustee of any Trust or Trusts in any jurisdiction.

2.2. Trustee Fees and Expenses. All Trustees shall be entitled to reasonable fees commensurate with their duties and responsibilities, taking into account the value and nature of the Trust Estate and the time and work involved.

(a) Additional Fees for Active Business Investments. In the event any active business interest becomes a part of the Trust Estate, the Trustee's fees may be increased to be commensurate with any additional time, effort and responsibility involved in its performance of services with respect to such business. (This compensation for services rendered to the business, including any expenses, may be paid by the business.)

(b) Fees for Co-Trustees. The compensation of the Corporate Trustee (if any) shall not be reduced because Co-Trustees are serving, nor by any statutory law which otherwise establishes or limits the compensation of Trustees.

(c) Trustee Expenses. All Trustees shall be entitled to advancement or reimbursement for expenses incurred in pursuance of their duties under this Trust Agreement, as well as being entitled, at the expense of the Trust, to retain and hire employees, accountants, attorneys, investment advisors, or other persons incident to the management of the Trust, the Trust Estate, or in regard to any other matter which might arise during the administration of this Trust.

(d) Professional Fees for Trustees. Any Trustee who is representing the Trust in any other capacity (which shall not be disallowed by such individual likewise serving as Trustee), such as an attorney, accountant, or otherwise, shall be entitled to his professional fees and reimbursement or advancement for expenses for such professional services even though he may likewise be serving as a Trustee at such time and receiving compensation or expenses as a Trustee as well.

2.3. Settlors' Power to Remove Trustees. Any and all Trustees may be removed by Settlers pursuant to the following provisions:

(a) Reservation of Powers. Settlor Husband, while living and competent, and, subsequent to his death or incapacity, Settlor Wife, while living and competent expressly reserve the right and power to remove any Trustee, whether originally named or subsequently appointed, when, in their respective sole discretion, the best interests of the Trust and Beneficiaries will be better served by the removal and/or appointment of a Trustee and/or successor Trustee.

(b) Exercise of Removal Powers. This removal power shall be exercised by the delivery of a written notice to the Trustee to be removed at least thirty (30) days prior to the earliest valuation date, if any, or, if no such valuation date is maintained by that Trustee, then at least thirty (30) days prior to the effective date such removal becomes effective. For these purposes, any reference to "valuation date" shall be such date as is customarily used by the Trustee for the periodic valuation of the Trust property.

2.4. Provisions Pertaining to the Appointment of Successor Trustees. The successor Trustees of the Trust may or shall be appointed pursuant to the following provisions:

(a) Successor Related Trustee. Should all named and/or designated Related Trustees (if any) for any reason cease or fail to serve, Settlor Husband, while living and competent, and, subsequent to his death or incapacity, Settlor Wife, while living and competent, shall have the continuing power to appoint a successor Related Trustee. Subsequent to the death or incapacity of both Settlers, the Independent Trustee shall have the continuing power to either act alone or to appoint another Related Trustee, whichever the Independent Trustee, in its sole discretion, shall determine to be in the best interests of the Trust.

(b) Successor Independent Trustee. Should all named and/or designated Independent Trustees for any reason cease or fail to serve, a successor Independent Trustee shall immediately be appointed by or pursuant to the following methods, in the order given: (1) Settlor Husband, if living and competent, or, if not; (2) Settlor Wife, if living and competent, or, if not; (3) by a majority of the then living, competent children of Settlers who are above the age of eighteen (18) years, if any, or, if none; (4) by a majority of the then living competent Beneficiaries of the Trust who are above the age of eighteen (18) years, and who, at such time, are then entitled to distributions of income from the Trust, if any, or, if none; (5) by a majority of the parents or natural custodians or natural or appointed Guardians of the then living minor and/or incompetent Beneficiaries of the Trust who are then entitled to current distributions of income.

(c) Suspension of Powers of Previous or Resigning Trustee. The previous or resigning Trustee shall be relieved of all further liabilities,

responsibilities, and duties under this Trust Agreement upon: (1) the appointment, qualification and acceptance of the position by a successor Trustee (if any is required); and (2) the delivery of all assets of that respective Trustee (then in its possession) to either its respective successor Trustee or to any other then serving Trustee.

(d) Acceptance of Assets by Successor Trustee. Settlor's have provided that upon the appointment of a successor Trustee the previous or resigning Trustee (or its representatives) shall deliver all assets of the Trust (then in its possession) to its respective successor or to any other then serving Trustee. The respective successor Trustee or any other then serving Trustee is authorized (but not directed) to accept such assets (if any) based upon the accounting and/or other written instrumentation as given by that previous or resigning Trustee (or its representatives).

(e) Liability for Predecessor Fiduciaries. In no event shall any Trustee, whether original or successor, be liable for the default of any exiting or prior Trustee, Co-Trustee, legal representative or any executor or administrator from whom distributions may be received (any of such fiduciaries being referred to as "Prior Fiduciaries"), or for failure to contest the accounting as rendered by such Prior Fiduciaries.

(f) Successor Trustee's Powers and Liabilities. The successor Trustee shall succeed to all of the powers, duties and responsibilities of the previous or resigning Trustee upon the effective resignation, termination, or removal of such prior Trustee, and the written acceptance of the position, as a Trustee, by the respective successor Trustee.

(g) No Duty of Investigation by Successor Trustees. In no event shall the terms and provisions of this Trust Agreement be interpreted or construed to require any successor Trustee to investigate the prior acts (or omissions) of any Prior Fiduciary except to the extent that the successor Trustee has actual notice of knowledge of any act (or omission) of the Prior Fiduciary which is contrary to the terms of this Trust Agreement. Settlor's are incorporating this provision into the Trust Agreement to hopefully reduce the expenses and delays of any change in Trustees. Accordingly, the successor Trustee is not required to go beyond the facts and representations as are known to it in succeeding to the position of Trustee, subject, of course to the provisions regarding known irregularities or violations.

meaning the successor trustee has a right to contest

the accounting and SHOULD, if necessary to verify, Do Taxes, look for irregularities etc.

(*)

2.5. Trustee's Right to Resign. Any Trustee whether originally named, designated, or subsequently appointed, shall have the right to resign or renounce its position by and pursuant to the following provisions:

(a) Notice of Resignation or Renouncement. The resigning or renouncing Trustee (or its representatives) shall deliver an appropriate written notice of resignation or renouncement at least to one of the following applicable persons or entities, in the order given: (1) Settlor Husband, if living and competent, or, if not; (2) Settlor Wife, if living and competent, or, if not; (3) to any other then serving Trustee, if any, or, if none; (4) to such resigning or renouncing Trustee's named or designated successor, if any, or, if not; (5) to a majority of the then living, competent children of Settlers who are above the age of eighteen (18) years, if any, or, if none; (6) to a majority of the then living competent Beneficiaries of the Trust who are above the age of eighteen (18) years, and who are, at such time, then entitled to distributions of income from the Trust, if any, or, if none; (7) to a majority of the parents or natural custodians or natural or appointed Guardians of the then living minor and/or competent Beneficiaries of the Trust who are, at such time, then entitled to distributions of income from the Trust.

(b) Duties of Resigning Trustee. A Trustee's resignation shall become effective upon: (1) the complete delivery of all assets then in its possession to its respective successor Trustee or to any other then serving Trustee; and (2) the appointment, qualification and acceptance of a respective successor Trustee (if a successor is required); and (3) the execution of an appropriate written instrument evidencing the effectiveness of such Trustee's resignation by all then serving Trustees (including the required successor).

2.6. Appointment of Ancillary Trustee. If at any time any of the Trust Estate shall consist in whole or in part of assets located in a jurisdiction in which a particular Trustee is not authorized or qualified to act, the remaining qualified Trustees shall act alone in regard to such assets (subject to any prohibitions on such Trustee's powers as contained in this Trust Agreement). Alternatively, the Trustees may appoint an ancillary Trustee (again subject to any restrictions) in the jurisdiction in which they are not authorized or qualified to act. The Trustees may confer upon that ancillary Trustee the necessary rights, powers, discretion and duties to act

solely with respect to those assets as the Trustees may deem necessary or expedient. The ancillary Trustee shall be answerable to the Trustees for all monies, assets and other properties which may be received by the ancillary Trustee in connection with the administration of those properties.

2.7. Special Trustee Co-Administration Provisions. The following special provisions shall apply in the event Co-Trustees are ever serving as Trustees of this Trust:

(a) Custody of Trust Assets. Either Trustee shall have the right to maintain sole custody and possession of any and all Trust assets capable of being reduced to custody and possession and, to the extent this right of custody is exercised by a Trustee, the remaining Trustees shall be under no obligation to maintain custody and possession with respect to these assets provided however, should a Corporate Trustee be serving as a Trustee hereunder, said Corporate Trustee shall have the right to maintain sole custody and possession of any and all of said assets unless it elects otherwise. In the event the Corporate Trustee shall make such an election, the Corporate Trustee shall not be liable or responsible for maintaining custody or possession of such assets irrespective of any contrary laws or regulations.

(b) Actions of Single Trustee Authorized. For convenience, and provided a particular matter is not exclusively delegated to a particular Trustee, it shall not be necessary for all trustees to actually participate in any given transaction. Accordingly, all third parties dealing with the Trust or a single Trustee shall be entitled to rely exclusively upon such acting Trustee, and shall be fully protected in conducting such business or transaction with that Trustee only. This provision shall be construed as fully exonerating such third parties from any duty, liability, or responsibility for dealing with less than all of the then serving Trustees.

(c) Agreement Between Co-Trustees. As between any Co-Trustees which are serving, no action may be taken unless a majority of the then serving Trustees are in agreement. In the event a disagreement should arise between the Co-Trustees concerning the administration of this Trust, and further provided such matters are not exclusively delegated to one of the remaining Trustees, the decision and judgment of the Related Trustee shall be binding upon any other person or entity who may then be serving as a Co-Trustee at that time. The remaining Co-Trustees shall be fully protected and shall not be held responsible or liable for any consequence that may evolve from the contrary decision or judgment of either a majority of the Trustees or of the Related Trustee.