LAST WILL AND TESTAMENT
OF

_____

I, _____, of _____, revoke any and all former Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I
IDENTIFICATION OF FAMILY

I am married to _____ and all references in this Will to "my spouse" are references to _____.

The names of my children are _____. All references in this Will to "my children" are references to the above-named children and any children born to me or adopted by me after the signing of this Will.

The names of my grandchildren are _____. All references in this Will to "my grandchildren" are references to the above-named grandchildren and any grandchildren born to or adopted by my children after the signing of this Will.

ARTICLE II
PAYMENT OF DEBTS AND EXPENSES

I direct that my debts, funeral expenses, and expenses of last illness be first paid from my estate.

ARTICLE III
DISPOSITION OF PROPERTY

A. Specific Bequests. I direct that the following specific bequests be made from my estate.

$_____ shall be distributed outright to each then-living grandchild of mine, and to each deceased grandchild of mine who is survived by then-living children (my great-grandchildren), with the share of each deceased grandchild divided equally among such deceased grandchild's children. If no grandchild or great-grandchild survives me (or is not in existence), this bequest shall be distributed with my residuary estate.

_____ shall be distributed to _____. If this beneficiary does not survive me (or is not in existence), this bequest shall be distributed with my residuary estate.

Residuary Estate. I direct that my residuary estate be distributed to my spouse. If my spouse does not survive me, my residuary estate shall be distributed to my child(ren) in equal shares. If a child of mine does not survive me, such deceased child's share shall be distributed in equal shares to the children of such deceased child who survive me by right of representation. If a child of mine does not survive me and has no children who survive me, such deceased child's share shall be distributed in equal shares to my other children or to their respective children by right of representation. If no child of mine survives me, and if none of my deceased children are survived by descendants, this share shall be distributed to my Trustee, to be retained, managed and distributed under the provisions of Article IV (Trust for Grandchildren). Any share distributable to a beneficiary for whom a trust share is, or will be, held shall be distributed to the Trustee of that share and become a part of that share.

ARTICLE IV
TRUST FOR GRANDCHILDREN

A. Trust Shares. The portion of my residuary estate to be distributed to my Trustee(s) shall be divided into equal shares, one share for each then-living grandchild of mine, and one share for each deceased grandchild of mine who is survived by then-living children (my great-grandchildren), with the share of each deceased grandchild divided equally among such deceased grandchild's children. The amount allocated to each beneficiary shall be held in a separate trust for the benefit of such beneficiary, except that the shares of siblings may, at the option of that Trustee, be held in a single trust, segregated into separate shares for each such beneficiary on the books of the Trustee for accounting purposes.

B. Use and Distribution.

1. With respect to each trust share created, the income from such trust share shall be accumulated for that beneficiary until the beneficiary reaches the age of 21 years, at which time the accumulated income shall be distributed to that beneficiary. After the beneficiary reaches the age of 21 years, the income shall be distributed to the beneficiary currently, at reasonable intervals, until the termination of the trust as provided in this Section ("Use and Distribution").

a. Each beneficiary who has attained age 18 years, and each remaining beneficiary upon attaining such age, shall have the right, by written request, to withdraw the remaining principal then being held in that beneficiary's trust share, and if that beneficiary does so withdraw the remaining principal, the trust as to that share shall terminate.

b. At any time prior to final distribution to the beneficiary, as provided in this Section ("Use and Distribution"), the Trustee may, within the Trustee's sole discretion, in the event of emergency, apply any portion of the accumulated income or retained principal of a beneficiary's trust share to the health, maintenance, education or support of that beneficiary.

2. If the beneficiary of any trust share dies before receiving full distribution of such beneficiary's share, any income accumulated on that beneficiary's behalf shall be distributed to such deceased beneficiary's estate.

Any undistributed principal shall be distributed on a "per stirpes" basis to such deceased beneficiary's heirs-at-law who are also my heirs-at-law, their identities and respective shares to be determined under the laws of the State of _____, then in effect, as if the beneficiary and I had died intestate at the time fixed for distribution under this provision.

Each portion distributable to a beneficiary for whom a trust share is already being held shall be distributed to the Trustee of that share and become a part of that share.

3. Upon the death of a trust beneficiary under the circumstances contemplated by this Section ("Use and Distribution"), the Trustee, in the Trustee's discretion, may pay the expenses of the last illness, funeral and related expenses of such deceased beneficiary from that beneficiary's trust share.

4. Whenever income or principal is to be used for the benefit of a person who in the judgment of the Trustee is incapable of managing such person's own affairs, the Trustee may make payment of such property in any or all of the following ways:

a. By paying such property to the parent, guardian, conservator, or other person having the care and control of such person for such person's benefit or to any authorized person as custodian for such person under the Uniform Transfers to Minors Act or equivalent legislation.

b. By paying such property to the guardian, conservator, or other person having the care and control of any incapacitated person.

c. By paying directly to any such beneficiary such sums as the Trustee may deem advisable as an allowance.

d. By expending such property in such other manner as the Trustee in its discretion believes will benefit any such beneficiary.

C. Protection of Beneficiaries. The interest of any beneficiary under this Trust shall not be subject to assignment, anticipation, claims of creditors, or seizure by legal process. If the Trustee believes that the interest of any beneficiary is threatened to be diverted in any manner from the purposes of this Trust, the Trustee shall withhold the income and principal from distribution, and shall apply payment in the Trustee's discretion in such manner as the Trustee believes shall contribute to the health, support, maintenance, and education of the beneficiaries. When the Trustee is satisfied that such diversion is no longer effective or threatened, the Trustee may resume the distributions of income and principal authorized. If a separate Trust share had been designated for such beneficiary prior to such withholding by the Trustee, any undistributed income from such share shall be added to the principal of that beneficiary's share.

D. Nomination of Trustee. I nominate _____, of _____, as the Trustee, without bond. If such person or entity does not serve for any reason, I nominate _____, of _____, to be the alternate Trustee, without bond.

E. Additional Trustee Provisions. These additional provisions shall apply regarding the Trustee.

1. Resignation of Trustee. The Trustee, or any successor, may resign at any time by giving 60 days written notice to all adult beneficiaries, and to a parent or guardian, if any, of each minor beneficiary of the Trust.

2. Successor Trustee. The beneficiaries to whom such notice of resignation is given shall designate a successor Trustee by written notice to the resigning Trustee within 60 days after receipt of the

notice of resignation. If a successor Trustee is not so designated, the resigning Trustee shall have the right to secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the trust. If a successor Trustee is appointed, such Trustee shall be bound by, and subject to, the provisions of this Trust.

3. Accounting. The Trustee shall provide an accounting to the Beneficiary (or Beneficiaries) on at least an annual basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator of the beneficiary, if any.

4. Bond. Successor Trustees, other than those nominated in this Will, shall serve without bond.

ARTICLE V
NOMINATION OF EXECUTOR

I nominate _____, of _____, as the Executor, without bond or security.

ARTICLE VI
EXECUTOR AND TRUSTEE POWERS

My Executor, with respect to my estate, and my Trustee with respect to my trust, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the following rights, powers, and authority without order of court and without notice to anyone:

1. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the estate and trust assets, and collect and apply the income, profits, and principal of the estate and trust in accordance with the terms of this instrument.

2. Receive Additional Assets. To receive additional assets from other sources, including assets received under the Wills of other persons.

3. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that 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 that standard, the Executor and Trustee are authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

4. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Executor or Trustee deems advisable.

5. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

6. Settle Claims. To compromise, settle, or abandon claims in favor of or against the estate or trust.

7. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

8. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Executor or Trustee may appear to be proper.

9. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the estate or trust.

10. Distribute Property. To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Executor or Trustee, and the judgment of either in such respect shall be binding upon all interested parties.

11. Enter Contracts. To bind the estate or trust by contracts or agreements without assuming individual liability for such contracts.

12. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the estate or trust.

13. Duration of Powers. To continue to exercise the powers provided in this Article notwithstanding the termination of the trust until all the assets of the trust have been distributed.

14. Hold Trust Assets as a Single Fund. To hold the assets of the trust, shares, or portions of the trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

15. Loans to Beneficiaries. To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities or to provide for the needs of the beneficiaries and their families.

16. Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or (d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Executor or Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Executor or Trustee.

17. Informal Administration. My Executor shall have the right to administer my estate using "informal", "unsupervised", or "independent" probate or equivalent legislation designed to operate without unnecessary intervention by the probate court.

ARTICLE VII
MISCELLANEOUS PROVISIONS

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Will are inserted for reference purposes only and are not to be considered as forming a part of this Will in interpreting its provisions. All words used in this Will in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child", "children", "grandchild" and "grandchildren", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of my estate or any trust estate, and my estate or the trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.

C. Beneficiary Disputes. If any bequest requires that the bequest be distributed between or among two or more beneficiaries, the specific items of property comprising the respective shares shall be determined by such beneficiaries if they can agree, and if not, by my Executor.

IN WITNESS WHEREOF, I have subscribed my name below, this _____ day of _____.

Testator Signature: _____
_____

We, the undersigned, hereby certify that the above instrument, which consists of _____ pages, including the page(s) which contain the witness signatures, was signed in our sight and presence by _____ (the "Testator"), who declared this instrument to be his/her Last Will and Testament and we, at the Testator's request and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on the date shown above.

Witness Signature: _____
Name: _____
City: _____
State: _____

Witness Signature: _____
Name: _____
City: _____
State: _____

AFFIDAVIT

I, _____, the Testator, sign my name to this instrument this _____ day of _____, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Will and that I sign it willingly, in the presence of the undersigned witnesses, that I execute it as my free and voluntary act for the purposes expressed in the Will, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Testator Signature: _____
_____

We, _____ and _____ the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as the Testator's will and that the Testator signs it willingly in our presence, and that the Testator executes it as the Testator's free and voluntary act for the purposes expressed in the will, and that each of us, in the presence and hearing of the Testator, at the Testator's request, and in the presence of each other, hereby signs this will, on the date of the instrument, as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind and memory, and under no constraint or undue influence, and the witnesses are of adult age and otherwise competent to be witnesses.

Witness Signature: _____

Name: _____
City: _____
State: _____

Witness Signature: _____

Name: _____
City: _____
State: _____

STATE OF _____
COUNTY OF _____

Subscribed, sworn to and acknowledged before me by _____, the Testator; and subscribed and sworn to before me by _____ and _____ witnesses, this _____ day of _____.

_____
Notary public, or other officer
authorized to take and certify
acknowledgments and administer oaths