

BUSINESS TRUST

This Business Trust Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between the following parties:

Trustor: _____

Address: _____

Phone: _____

Email: _____

Trustee: _____

Address: _____

Phone: _____

Email: _____

Beneficiary: _____

Address: _____

Phone: _____

Email: _____

WHEREAS, the Trustor desires to establish a business trust (the "Trust") for the purpose of managing business assets under a trust arrangement;

WHEREAS, the Trustee agrees to hold and manage the Trust assets in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. ESTABLISHMENT OF TRUST

The Trustor hereby establishes the Trust and transfers to the Trustee the assets described in Exhibit A attached hereto and incorporated by reference. The Trust shall be known as the "
_____ Business Trust."

2. TRUST PURPOSE

The purpose of the Trust is to manage and operate the business assets for the benefit of the Beneficiary. The Trust shall engage in any lawful business activity permitted under the laws of the State of _____ .

3. TRUSTEE'S POWERS AND DUTIES

The Trustee shall have the power to manage, control, and operate the Trust assets, including but not limited to buying, selling, leasing, and investing such assets, subject to the terms of this Agreement. The Trustee shall act in a fiduciary capacity and in the best interests of the Beneficiary.

4. GOVERNANCE STRUCTURE

The Trustee shall manage the Trust in accordance with the governance policies outlined in Exhibit B attached hereto. The Trustee may appoint advisors or committees as deemed necessary for effective governance.

5. DISTRIBUTIONS

The Trustee shall make distributions to the Beneficiary as set forth in Exhibit C attached hereto. Distributions shall be made in accordance with the Trust's financial performance and liquidity.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

7. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the intended economic effect.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral. No party shall be bound by any representation, warranty, or promise not expressly contained herein.

9. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified mail, return receipt requested, to the addresses set forth above. Notices may also be sent via email, provided that a confirmation of receipt is obtained.

10. AMENDMENT

This Agreement may be amended only by a written agreement signed by all parties. Any amendment shall be effective only if executed by the Trustor, Trustee, and Beneficiary.

11. DEFAULT AND REMEDIES

In the event of a default by any party, the non-defaulting party shall have all rights and remedies available at law or in equity, including but not limited to specific performance, injunctive relief, and damages.

12. TERMINATION

This Trust shall terminate upon the occurrence of any of the events specified in Exhibit D attached hereto. Upon termination, the Trustee shall distribute the remaining Trust assets to the Beneficiary in accordance with the terms of this Agreement.

13. INDEMNIFICATION

The Trustee shall be indemnified and held harmless by the Trust from and against any and all claims, liabilities, damages, and expenses arising out of or in connection with the performance of the Trustee's duties, except in cases of gross negligence or willful misconduct.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other parties.

SIGNATURES

Trustor:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Trustee:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Beneficiary:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

NOTARY PUBLIC SECTION

State of _____

County of _____

On this ____ day of _____, 20____, before me,
_____, a Notary Public in and for said state, personally
appeared _____, known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Date: ____ day of _____, 20____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

WITNESS

Witness:

Signature: _____

Date: ____ day of _____, 20____

Print Name: _____

This Agreement is executed as of the date first above written.