

YELLOWSTONE TRUST ADMINISTRATION, INC.

ADMINISTRATION AGREEMENT

THIS AGREEMENT is entered into between

("Trustee(s)") and Yellowstone Trust Administration, Inc. ("Administrator"). The
Trustee(s) of The _____ TRUST (the
"Trust"), dated _____, 20____, engages the Administrator as its agent to
provide administrative services as described herein.

I. PERFORMANCE OF THE TRUSTEE

(A) Rights Retained

1. The Trustee retains the right to terminate the administration of the Trust and this Agreement in the event the income beneficiary relinquishes his or her income interest in such Trust.
2. The Trustee retains the right to authorize and amend trust provisions as necessary to qualify the Trust in compliance with the requirements of the Internal Revenue Code and Regulations thereunder.
3. The Trustee retains the powers to settle, abandon, pursue, compromise, or contest any claims, demands, or lawsuits brought by or against the Trust.
4. The Trustee retains the right to enter into any other contract for services with the Administrator and to determine and authorize fair and adequate compensation of the Administrator for such other services provided.

(B) Duties Retained

1. The Trustee has the duty to determine the investment objective(s) of the Trust.
2. The Trustee has the duty to select the Trust custodian.
3. The Trustee has the duty to select and review the investment manager of the Trust.
4. The Trustee has the duty to work with the Administrator in preparation for any audit.
5. The Trustee has a duty to provide timely financial reports to aid the Administrator in performing administrative functions properly.
6. The Trustee has a duty to hire qualified agents as well as a responsibility to review and terminate agents when warranted.
7. The Trustee has a duty to provide accurate information to the Administrator for purposes of trust valuation on an annual and/or periodic basis as required to determine the Unitrust amount payable each year.
8. The Trustee has a duty to cooperate with the Administrator, in the event it is determined an overpayment or underpayment of the Unitrust or Annuity Trust amount was made, and to correct the same in a timely manner.
9. The Trustee has a duty to select appropriately qualified appraisers for assets held by the Trust that are deemed hard to value ... for example, real estate or closely-held stock.

II. PERFORMANCE OF THE ADMINISTRATOR

(A) Items for which the Administrator is responsible

ADMINISTRATIVE DUTIES

1. The Administrator shall maintain accurate records, recording the receipt of all Trust income and shall account therefore to the Trustee on an annual basis.
2. The Administrator shall use the cash and asset statements provided by the custodian of the Trust to prepare accounting records.

3. The Administrator shall be responsible for the allocation of Trust receipts and expenses to principal and income for the Trust and shall provide timely accountings therefore.
4. The Trustee delegates to the Administrator the duty to maintain accurate records and calculations of the four-tier trust account system in accordance with Internal Revenue Code Regulation Section 1.664-1(d). The Administrator shall also be responsible for maintaining the deficiency account, as necessary to administer a net income unitrust in accordance with Regulation Section 1.664-3(b)(2).
5. All allocations shall be made in accordance with the Governing Instrument and Applicable Law.
6. The Administrator shall furnish copies of all relevant information and records to the donor and/or beneficiary(ies), the Trustee, and the Remaindermen (if vested in interest and if other than the Trustee) upon request.
7. The Administrator shall report the need for and recommend to the Trustee the employment of competent agents or counsel where advisable or necessary to assist and advise the Administrator in the performance of services under this Agreement to accomplish proper administration of the Trust.
8. Except for hard-to-value assets such as real estate or closely-held stock, the Administrator shall assist with forms and review of Regulations regarding valuations necessary and incident to the administration of the Trust, according to the terms of the Trust, according to the Trustee's duty to determine such market value on the basis of any quotation, evidence, data, or information as it may deem pertinent and reliable. If an appraisal is required, the Trustee shall choose and engage a qualified appraiser.
9. The Administrator shall prepare the appropriate Federal tax forms (other than the SS-4 Tax I.D. application) such as: K-1,5227, State forms required, and other forms as required for the tax return for the Trust. Such forms will be forwarded to the Trustee for filing. The Administrator is also authorized to cooperate with and furnish any information necessary to the Internal Revenue Service with respect to an audit of the Trust. In such event, the Trust may be charged additional and separate administrative fees at the then-prevailing hourly rate.

10. Upon termination of the Agreement, the Administrator shall convey to the Trustee an accounting of all Trust transactions covering the period since the immediate prior accounting.
11. In the event that a lien is imposed against Trust property, the Administrator shall be entitled to receive payment for services rendered under this Agreement as prior lien against the Trust.

(B) Items for which Administrator is NOT responsible

1. The Administrator is not responsible for review of the Trust for qualification under specific Internal Revenue Code sections, including but not limited to, Sections 2056(b)(7), 664, 2601, 2055, and 170.
2. The Administrator is not responsible for problems arising from the transfer of assets, from the nature of the assets themselves, or for the occurrence of unrelated business taxable income, self-dealing, and other acts or transactions between the donor and Trust causing any excise or penalty taxes.
3. The Administrator is not responsible for the choice of or performance by the investment manager or for setting investment strategy or for the selection of specific investments.
4. The Administrator is not responsible for the choice of or performance by the trust custodian.
5. The Administrator is not responsible for the correct filing by the beneficiary(ies) of forms K-1 or similar statements once transmitted to the beneficiary(ies).
6. The Administrator is not responsible for the correctness or accuracy of tax computations it may provide as a courtesy to the Trustee, including but not limited to such things as calculating deductions or computerized financial projections.
7. The Administrator does not provide any tax or legal advice.

III. COMPENSATION

Compensation of the Administrator for the services specified herein shall be determined as follows:

Set-up Fee	\$200
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\$0 to \$100,000 of Trust Corpus	\$600 per year
\$100,000 and over of Trust Corpus	\$800 per year plus \$1.50 per thousand in excess of the first \$100,000

- (A) The minimum annual fee shall be \$600. The annual fee shall be payable in annual installments. However, the one-time set-up fee plus first annual fee shall be payable upon the execution of this Agreement.
- (B) In addition to the administrative fee, separate other fees may be charged for expenses with respect to audit attendance and other work with the Internal Revenue Service, State taxing authorities, or other services the Trustee has engaged of the Administrator.

IV. AMENDMENTS

The Trustee and the Administrator may amend this Agreement by written document signed by both parties. The document shall designate the amendment effective date and shall include the terms of the amendment.

V. TERMINATION

The Trustee or the Administrator may terminate this Agreement without cause by giving written notice at least sixty (60) days in advance of such termination. Upon such termination, the rights and obligations of each party shall automatically cease and terminate, provided that such action shall not relieve either party of obligations imposed upon it for services rendered or to be rendered prior to such termination. The administrator may charge the trustee a termination fee of \$300 in addition to any usual fees earned through the termination date.

VI. MEDIATION

Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure from the American Arbitration Association. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

THIS AGREEMENT is effective on this _____ day of _____, 20_____.

Yellowstone Trust Administration, INC. (Administrator)

by/ _____

_____ TRUSTEE

_____ TRUSTEE