

AMENDMENT TO POWERS OF TRUSTEE

TO: _____

The undersigned represents and warrants to you that he (she) is a Settlor (Trustor) of a trust created or provided for by that certain instrument dated _____, 20____ (the "Trust Agreement") under which _____ is Trustee (the "Trustee"), the term of said Trust is from _____, 19____ to _____, 20____ or expires on or at _____, 20____ and that the undersigned as Settlor (Trustor-) has full and complete power and authority to amend any and all of the provisions of the Trust Agreement.

As a condition to you now or hereafter from time to time opening and maintaining a National Financial Services Corporation or similar account or accounts (the "Account") for the Trustee, the undersigned confers upon the Trustee power to loan, re-loan, invest and re-invest the trust estate under the Trust Agreement and for that purpose to open and maintain with you an Account and to buy, sell (including short sales) and otherwise deal in stocks, preferred or common, bonds, puts and call options, other securities and/or commodities on margin or otherwise through the Account. The undersigned agrees that you shall be entitled to rely on the powers conferred on the Trustee herein unless and until you shall actually have received at your office, written notice from the Trustee or the undersigned of any revocation or modification of such powers. To the extent that the provisions of this instrument are inconsistent with or contravene any provisions of the Trust Agreement, this instrument shall constitute an amendment thereto and the provisions of this instrument shall control over any contrary provisions of the Trust Agreement.

Also, in order to induce you to open and maintain an Account for the Trustee, the undersigned individually and personally indemnifies you from and against all claims, actions, losses, and expenses (including reasonable attorney's fees and court costs) damages and other liabilities incurred by or asserted against you which may in any way arise from a transaction through the Account by the Trustee and/or your reliance on this instrument.

Since you may act as agent for the Trustee and employ from time to time one or more clearing brokers for the purpose of effecting transactions for the Account, the undersigned agrees that the benefits of this instrument shall extend to and be enforceable by any such clearing broker as if any such clearing broker had been specifically named herein.

This instrument shall become effective as and when it is executed and delivered to you by the undersigned and it shall not be necessary for you to execute any acceptance hereof or to otherwise signify your acceptance hereof.

Dated: _____

SETTLOR (TRUSTOR)

STATE OF: }
COUNTY OF: } ss.

The undersigned being first duly, sworn does hereby depose and say, that all the statements made in the foregoing instrument are true, correct and complete to the best of my knowledge and belief of the undersigned.

SETTLOR (TRUSTOR)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2000

(NOTARIAL SEAL)

Notary Public in and for the
State and County aforesaid.