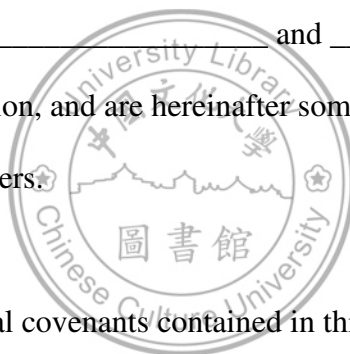


附錄一、表決權信託契約

VOTING TRUST AGREEMENT made on _____, 20____, to become effective as provided, between the undersigned persons who presently are shareholders of _____, Inc., a New York corporation, hereinafter called the Corporation, and _____ of _____, New York, _____ of _____, New York, and _____ of _____, New York, hereinafter called the Trustees.

_____, _____ and _____ are shareholders of the Corporation, and are hereinafter sometimes collectively referred to as the undersigned shareholders.



In consideration of the mutual covenants contained in this Agreement, and other good and valuable considerations, it is agreed as follows:

1. The undersigned shareholders agree to deposit with the Trustees the shares of common and Class A common shares of the Corporation set forth alongside their respective signatures to this Agreement, endorsed for transfer to the Voting Trustees with appropriate transfer tax stamps affixed, immediately after issuance. The shares shall be surrendered by the Trustees to the Corporation and cancelled, and new certificates shall be issued to and held by the Trustees in the names of

" _____, _____ and _____ as VOTING TRUSTEES," subject to the terms of this Agreement. Promptly thereafter,

the Trustees shall issue and deliver to the undersigned shareholders Voting Trust Certificates for the shares deposited with the Trustees.

2. Voting Trust Certificates to be issued and delivered by the Trustees shall be in substantially the following form, the terms of which are incorporated by reference:

(Insert copy of Voting Trust Certificate)

3. Subject to the terms of this Agreement, the Trustees shall receive and hold all share dividends and distributions declared and paid on the shares on deposit, and shall issue and deliver Voting Trust Certificates to the shareholders entitled to receive them according to the books of the Trustees. The Trustees shall distribute all other dividends declared and paid on the shares on deposit to the registered holders of Voting Trust Certificates in proportion to their respective interests as shown on the books of the Trustees, so that such distribution is equivalent to the dividend that the respective Voting Trust Certificate holder would have been entitled to receive had he or she not deposited his or her shares under this Agreement.

4. In the event of the dissolution or total or partial liquidation of the Corporation, whether voluntary or involuntary, the Trustees shall receive the moneys, securities, rights or property to which the holders of the shares of the Corporation on deposit are entitled, and shall make a distribution among the registered holders of Voting Trust Certificates in proportion to their respective interests as shown on the books of the Trustees, and upon such distribution all further obligations or liability of the Trustees in respect of such moneys, securities, rights or property so received shall cease.

5. Any of the Trustees may at any time resign by mailing to the registered holders of the Voting Trust Certificates a written resignation to take effect

_____ days thereafter.

6. Any Trustee, while acting as Trustee, shall have the right at any time to designate a Successor Trustee to succeed him or her, effective upon such Trustee's resignation by written notice sent by certified mail, return receipt requested, to the Corporation and each of the other Trustees. Each Successor Trustee shall possess the rights, powers and privileges of the resigned Trustee. If the successor named or appointed fails to accept the office of Trustee, or if the resigning Trustee fails to appoint or designate a successor, the remaining Trustees or Trustee shall possess all of the rights, title and powers of the original Voting Trustees.

7. The Trustees, acting jointly, shall have the exclusive right to vote the shares on deposit or to give written consents in lieu of voting, subject to any limitation or right to vote contained in the Certificate of Incorporation of the Corporation as amended, or other Certificate filed pursuant to law, in person or by proxy at any meeting of the shareholders of the Corporation, for whatever purpose called and in any proceedings, whether at a meeting of the shareholders or otherwise, where the vote or written consent of shareholders is required or authorized by law.

8. Upon the Trustees' receipt of any notice of an offer of any shares or other securities of the Corporation for subscription to the holders of the Corporation's shares on deposit, the Trustees shall promptly mail a copy of the notice to each Voting Trust Certificate holder. Upon the Trustees' receipt, before the last day fixed by the corporation for subscription and payment, of a request for subscription from such

Voting Trust Certificate holder, accompanied with the sum of money required to subscribe such shares or securities, the Trustees shall make such subscription and payment. Upon the Trustees' receipt from the Corporation of the certificates for shares subscribed for, the Trustees shall issue to the holder a Voting Trust Certificate.

However, if the certificate is for securities other than common or Class A common shares, the Trustees shall mail or deliver such securities to the certificate holder in whose behalf the subscription was made.

9. The Certificate of Incorporation of the Corporation, as amended, provides for the conversion of Class A common into common shares. The Trustees shall deliver to the Corporation, for conversion and cancellation, Class A common shares on the dates on which such conversion shall take place pursuant to the Certificate of Incorporation and shall direct the Corporation to issue the common shares issued to the Trustees to be held by them subject to the terms of this Agreement. The Voting Trust Certificates issued in respect of the Class A common shares being surrendered for conversion shall be cancelled upon delivery to the Trustees. The Trustees shall contemporaneously issue a new Voting Trust Certificate for the common shares received in exchange for the Class A common shares deposited with the Trustees as evidenced by the Voting Trust Certificate.

10. (a) This Agreement shall become effective on the date it is executed, and shall continue in effect for a period of _____ years from such date, subject, however, to the prior termination of this Agreement by the execution and filing with the Corporation of an Agreement of Termination executed by all of the registered holders of Voting Trust Certificates then outstanding and subject to this Agreement.

(b) Upon the death of any registered holder of Voting Trust Certificates subject to this Agreement, the Trustees shall cause the shares held by them for the benefit of the deceased holder to be transferred to his or her legal representatives, heirs, successors or assigns, as the case may be, upon surrender of the voting Trust Certificates registered in the decedent's name endorsed for surrender and cancellation to the Trustees.

(c) If any of the Trustees shall have designated a Successor Trustee to succeed himself or herself, effective upon such Trustee's resignation as provided in Paragraph 6 above, the Successor Trustee shall resign, or failing to resign, shall be deemed to have resigned, effective upon the death of the Trustee so designating the Successor Trustee, and the Successor Trustee shall take office upon such resignation.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Agreement shall terminate upon the death of any two of the original trustees.

11. This Agreement may be renewed for successive _____-year periods or such other term as may be permitted by law, providing the Voting Trust Certificate holders desiring to extend and renew the Agreement give their written consent to each such renewal at least six months before each termination date. A copy of each subscribed extension agreement shall be filed with the Corporation.

12. The Trustees shall serve without compensation. The Trustees shall have the right to incur and pay such reasonable expenses and charges and to employ such professional counsel as they deem necessary and proper in the performance of their

duties under this Agreement. Any such charges or expenses incurred may be charged pro rata to the holders of Voting Trust Certificates.

13. None of the Trustees, their respective Successors nor the Additional Trustees referred to below, shall be liable by reason of any matter or thing in any way arising out of or in relation to this Agreement except for such loss or damage as the Voting Trust Certificate holders may suffer by reason of a Trustee's willful misfeasance or gross negligence. No Trustee acting under this Agreement shall be required to give a bond or other security for the faithful performance of his or her duties.

14. Nothing in this Agreement shall disqualify any of the Trustees, the Successor Trustees or the Additional Trustees from voting for themselves to serve or from serving the Corporation or any of its subsidiaries as officer or Director or in any other capacity and from voting for themselves to receive and receiving compensation for such services.

15. Nothing in this Agreement shall disqualify any of the Trustees, Successor Trustees or Additional Trustees from dealing or contracting with the Corporation as a vendor, purchaser or otherwise, nor shall any transaction or contract be affected or invalidated because any Trustee or any firm or corporation of which any Trustee is a member, shareholder, Director or employee, is in any way interested in such transaction or contract. No Trustee shall be liable to account to the Corporation or to any shareholder for any profits realized by, from or through any transaction or contract because such Trustee, or any firm or corporation of which the Trustee is a member, shareholder, Director or employee, is interested in such transaction or contract.

16. Except in the event of death, none of the undersigned shareholders shall have the right to withdraw any shares on deposit without the prior written consent of the Trustees, or except with the consent in writing of (insert proportion) of the other certificate holders. If the party desiring to withdraw some or all of his or her shares is also acting as Trustee, he or she shall only be required to obtain the written consent of the other Trustees or Trustee in order to do so.

17. The unanimous vote or consent of all of the Trustees shall be necessary for the determination of all questions arising among the Trustees and no action of the Trustees shall be valid or effective except upon such unanimous vote or consent. However, if the Trustees fail to agree unanimously upon any question arising among them, then the matter shall be submitted to the vote of the Trustees and the Additional Trustees or their successors, and the action of (insert proportion) of the Trustees and the Additional Trustees, voting separately and as one class, shall constitute the action of the Trustees and have the same effect as if assented to by all.

_____, _____ and _____ are designated as Additional Trustees to serve at the pleasure of the Trustees. The Trustees may from time to time, upon their unanimous agreement, designate a person or persons to succeed either or both of the Additional Trustees.

18. The words "Voting Trustees" and "Trustees" used in this Agreement mean the Trustees named, the Successor Trustees, or the Additional Trustees or all or some of them where the sense so requires.

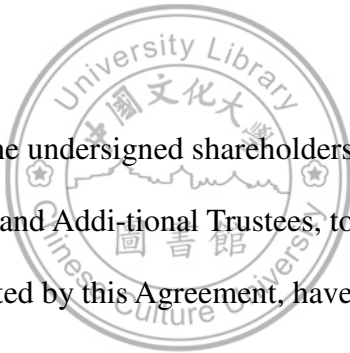
19. This Agreement expresses the entire agreement between the parties and may not

be changed or modified except in writing executed by all Voting Trust Certificate holders.

20. Any notice to or communication with the holders of the Voting Trust Certificates shall be deemed sufficiently given or made if addressed to such holders at their respective addresses appearing on the Transfer Books of the Trustees. Any notice to the Trustees shall be sent in triplicate, a copy being addressed to each of the Trustees at their respective addresses set forth above.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned shareholders have executed this Agreement, and the Trustees and Additional Trustees, to evidence their respective acceptance of the Trusts created by this Agreement, have executed this Agreement, all as of the day and year first above written.



Shareholders	Number and Class of Shares	Class A Common
	On Deposit	
	Common	
.....
.....
.....
.....

(Print names to be signed)

Trustees

.....

.....

.....

(Print names to be signed)



附錄二、表決權信託證書

Number Shares.

....., Inc.

(A New York Corporation)

Voting Trust Certificate

....., and, Voting Trustees of the shares of, Inc. under a Voting Trust Agreement dated, 19....., having received certain shares of the corporation pursuant to an Agreement, certify that has on deposit shares, par value of \$..... per share, of, Inc., a New York corporation, with the undersigned Trustees pursuant to a Voting Trust Agreement dated, 19....., between, and, as Trustees, and certain shareholders of the corporation. A copy of the Voting Trust Agreement is on file in the office of the corporation, Street,, New York. This certificate and the interest represented by it is transferable on the books of the Trustees upon its surrender properly endorsed. The holder of this Certificate takes it subject to all the terms and conditions of the Voting Trust Agreement and by acceptance of this Certificate acknowledges that its receipt is for investment purposes and not with a view to distribution.

IN WITNESS WHEREOF, the Trustees have signed this Certificate on,

19.....

.....

(Print name to be signed)

Trustee

.....

(Print name to be signed)

Trustee



.....

(Print name to be signed)

Trustee

附錄三、展期契約

Agreement entered into on, 19....., extending the Voting Trust Agreement relating to the common shares of, Inc., a New York Corporation, hereinafter called the Corporation.

WHEREAS:

1. A voting trust agreement, hereinafter called the Voting Trust Agreement, dated, 19....., relating to the no par value common shares of the Corporation, was entered into by the shareholders of the Corporation with and as voting trustees.

2., an original Voting Trustee, is now deceased, and under the terms of the Voting Trust Agreement,, hereinafter called the Voting Trustee, is the sole Voting Trustee.

3. Paragraph of the Voting Trust Agreement provides, in part, pursuant to the provisions of B.C.L. § 621(d), as follows:

"At any time within six months before the expiration of this Voting Trust Agreement as originally fixed or as extended, one or more holders holding voting trust certificates issued under this agreement may, by written agreement, extend the duration of this Voting Trust Agreement for an additional period not to exceed ten years."

4. The undersigned holders of the trust certificates issued under the Voting Trust Agreement desire to extend the duration of the Voting Trust Agreement for an additional period of ten years with respect to the numbers of no par value common shares of the Corporation set forth opposite their names.

IT IS THEREFORE AGREED:

1. Extension of term. The Voting Trust Agreement is extended for an additional period of ten years, so that the trust created by the agreement shall terminate on, 19....., instead of, 19.....

2. Shares affected. The extension of the Voting Trust Agreement shall apply only with respect to the numbers of common shares of, Inc. set forth opposite the names of the undersigned voting trust certificate holders. After, 19....., the Voting Trustee shall distribute to each voting trust certificate holder the number of common shares of the Corporation, if any, presently held by the Voting Trustee for the benefit of such voting trust certificate holder with respect to which the Voting Trust Agreement is not extended, upon the surrender to the Voting Trustee of the voting trust certificate or certificates representing such number of shares with respect to which the Voting Trust Agreement is not extended.

3. Shareholders affected. This Extension Agreement shall not affect the rights or obligations of persons not parties to it. Accordingly, after, 19....., the Voting Trustee shall distribute to each voting trust certificate holder who is not a party to this agreement all of the common shares of the Corporation represented by the voting trust certificate or certificates held by such voting trust certificate holder, upon

the surrender to the Voting Trustee of such voting trust certificate or certificates.

4. Amendment of voting trust agreement. The form of voting trust certificate set forth in the Voting Trust Agreement shall be deemed amended to reflect the fact that the duration of the Voting Trust Agreement has been extended for an additional period of ten years as provided in this extension agreement.

5. Endorsement. Each of the undersigned voting trust certificate holders agrees to make all of his or her voting trust certificates available to the Voting Trustee so that the Voting Trustee may endorse on the certificates the following legend:

"By extension Agreement dated 19....., the Voting Trust Agreement referred to in this voting trust certificate was extended for an additional period of ten years, ending 19....."



IN WITNESS WHEREOF, the undersigned voting trust certificate holders have executed this Extension Agreement on the day and year first above written, and, the Voting Trustee, has affixed his (or her) written consent.

Voting Trust Certificate	Number of Shares
Holder	Covered by Extension Agreement

The Bank
of
New York, and
Trustees under the will
of, deceased,

for the benefit of

The Bank

of,

New York

by

Vice President

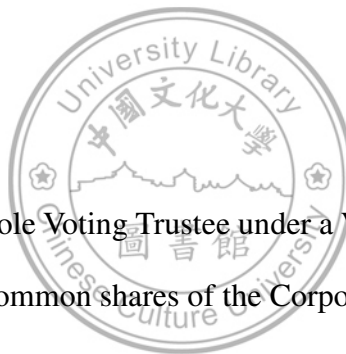
.....

....., Trustee

.....

.....

Consent



The undersigned, being the sole Voting Trustee under a Voting Trust Agreement relating to the no par value common shares of the Corporation, more particularly described in this Extension Agreement, consents and agrees to this Extension Agreement and to the extension of the duration of the Voting Trust Agreement provided for in this Extension Agreement.

Dated:, 19....

.....

(Print name to be signed)

附錄四、請求檢閱相關簿冊

SUPREME COURT OF THE STATE OF NEW YORK

County of

Application of,

Petitioner,

Petition

For Inspection of the Record kept

Index No.

by and,

Name of Assigned

Voting Trustees of the

Judge

Shares of, Inc.

.....

Petitioner alleges:



1. Petitioner resides at Street,, New York, and has been the holder of a voting trust certificate representing the shares of, Inc. for at least six months prior to this action (or is authorized by the holders of at least 5% of all outstanding certificates, as evidenced by a writing dated, 19....., attached as Exhibit A, to inspect the certificate book of the Voting Trustees and make copies from the records).

2., Inc., hereinafter referred to as the Corporation, is a corporation incorporated under the laws of the State of New York, and is engaged in the business of, The Corporation maintains its principal place for the trans-action of

business at Street,, New York.

3. On, 19....., a certain Voting Trust Agreement was entered into by, and, as Voting Trustees, and certain holders of the shares of the Corporation. The Agreement provided that the holders of such shares signing the Agreement and all other shareholders of the Corporation who deposit their shares with the Voting Trustees pursuant to the terms of the Agreement, designated the Voting Trustees to hold and exclusively vote upon all questions and in all matters involving the shares of the Corporation for a period of years from the date of such agreement. A copy of the Voting Trust Agreement is attached as Exhibit B.

4. At all relevant times, and were and still are the appointed, qualified and acting Voting Trustees of the shares of the Corporation,, Inc., under the Voting Trust Agreement. At all relevant times, the Trustees maintain an office as Voting Trustees at Street,, New York, and keep their books and records as Trustees at that office.

5. Petitioner is the owner and holder of record of Voting Trust Certificate No., issued and dated, 19....., representing the deposit of shares of the Corporation with the Voting Trustees under the Voting Trust Agreement. Petitioner has been an owner and holder of record at all times since, 19.....

6. Petitioner, as a Voting Trust certificate holder, is entitled to inspect the record of

certificate holders and all other books kept by the Voting Trustees in connection with the Voting Trust of the shares of the Corporation. Desiring such an inspection, petitioner appeared at the office of and, Voting Trustees, at Street,, New York, on, 19....., at aboutA.M. (or P.M.), to inspect such books. (Describe the facts surrounding the Voting Trustees' refusal to permit petitioner to inspect the books and records.)

7. On, 19....., petitioner personally wrote and sent to the Voting Trustees at their office, a letter demanding that the Voting Trustees permit petitioner to inspect the Trustees' books on, 19....., a date more than days after the date of the demand, or alternatively, requesting that the Voting Trustees set a time when it would be convenient for petitioner to inspect the Trustees' books. A copy of the letter is attached as Exhibit C. Petitioner has received no reply to the letter.

8. Pursuant to B.C.L. § 624, petitioner is entitled as a matter of right to inspect the record of certificate holders kept by the Voting Trustees. (Set forth any other facts and circumstances giving petitioner the right to inspect books).

9. Petitioner does not seek to inspect the record of the Voting Trustees to communicate with certificate holders in the interest of a business or object other than in the interest of the corporation and all certificate holders generally. Petitioner has not at any time sold or offered for sale any list of shareholders or Voting Trust Certificate holders of any corporation or aided or abetted any person in procuring such a list for any such purpose.

10. No previous application has been made to any court or judge for the relief sought

in this proceeding.

WHEREFORE, petitioner respectfully requests an order:

1. Directing the Voting Trustees of the shares of, Inc. to allow petitioner to inspect the books and records kept by the Trustees and to make copies from the records as petitioner desires.

2. For such other relief as the court deems proper.



(Print name)

Attorney for Petitioner

Address:

Telephone Number:

(Verification)