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TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: South Hernando Merchants Association Health and
Welfare Benefit Plan & Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Steven W. Sosnowski
Name (Printed or typed)

33479 Lake Road
Address

Aven Lake, OH 44012
City, State & Zip

440-930-7500 Ext. 204
Daytime Telephone number

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**


South Lorain Merchants Association Health
and Welfare Benefit Plan & Trust

A Ohio TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of South Lorain Merchants Association Health
and Welfare Benefit Plan & Trust (Name of Trust)

Ohio Trust hereby affirms in order to file or qualify
(State)

South Lorain Merchants Association Health and
Welfare Benefit Plan & Trust (Name of Trust), in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 3905 Oberlin Avenue
Lorain, OH 44053
3. The registered agent and street address in the State of Florida is:
CT Corporation System
1200 South Pine Island Road, Plantation, FL. 33324
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.
CT Corporation System
by 
(Signature of Registered Agent)
Gil S. Apelis, Asst. Secretary
5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.


Name:
Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

SECRET
TALLAHASSEE, FLORIDA

04 APR -2 AM 12:07

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04 APR -2 AM 12:07

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**SOUTH LORAIN MERCHANTS ASSOCIATION
HEALTH AND WELFARE BENEFIT PLAN**

TRUST AGREEMENT

As Adopted: November 13, 1997

**SOUTH LORAIN MERCHANTS ASSOCIATION
HEALTH AND WELFARE BENEFIT PLAN**

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THIS TRUST AGREEMENT, made this 13 day of Nov, 1997, by and between the South Lorain Merchants Association, an association organized and existing under the laws of the State of Ohio (hereinafter referred to as the "Association") and Scma Harold Walker, Jr. (hereinafter referred to as the "Trustee").

WITNESSETH

WHEREAS, the Association has sponsored a health benefit plan in which a number of member-employers of the Association are participating (the "Plan"); and

WHEREAS, those member-employers make monthly contributions to that Plan; and

WHEREAS, any excess of monies paid are to be held in trust to pay for potential future health claims and related expenses incurred by participants of all member employers; and

WHEREAS, the Association desires for this document to supersede any and all trust documents currently in existence.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Association and the Trustee do hereby covenant and agree as follows:

ARTICLE I

RECEIPT OF CONTRIBUTIONS

A. Establishment of Trust

The Trustee shall receive any contributions paid to it in cash or in the form of such other property as it may from time to time deem acceptable, and which contributions shall have been delivered to it. All contributions so received, together with the income therefrom and any other increments thereon, (hereinafter collectively referred to as the "Trust Fund") shall be held, invested, reinstated and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income. The participating employer groups shall make contributions in such manner and at such times as shall be appropriate and provided for in a written agreement. The Trustee shall not be responsible for the collection of any contributions under or required by the Plan, but shall be responsible only for property received by it pursuant to this Agreement. The Trustee shall not be responsible for overseeing the administration of the Plan.

B. Designation of Trustees

The Trustee or Trustees serving under this Agreement shall be citizens of the United States and may, but are not required to, be employees of member-employers participating in the Plan. Such persons are fiduciaries with respect to the Plan and Trust and shall, consistent with the provision of this Agreement, have all the powers, duties, and immunities vested in them by law, and shall have such further powers as may be required to give effect to the powers and duties herein conferred upon them.

C. Governing Law

This Trust shall be governed by, enforced under, and construed in accordance with Ohio law, to the extent that such law is not preempted by applicable federal laws.

ARTICLE II

PAYMENTS FROM TRUST FUND

A. Payments

Subject to the limitations contained herein, the Trustee shall, from time to time make payments out of the Trust Fund to pay for medical claims, costs of administering the Association's health plan, and related expenses as may be specified in the written directions from the Board of Trustees. Any written directions of the Board of Trustees shall constitute a certification that the distribution or payment so directed is one in which the Board of Trustees is authorized to make.

ARTICLE III

INVESTMENTS AND FUNDING POLICY

A. Management of Trust Assets

Except as hereinafter provided, the Trustee shall have exclusive authority and discretion to manage and control the assets of the Trust.

B. Standard of Care

The Trustee shall exercise its authority under this Article in accordance with the provisions of Paragraph A of Article VII.

C. Jurisdiction over Trust Assets

Except as may be permitted under regulations promulgated by the Secretary of Labor or the Ohio Department of Insurance, the Trustee shall not maintain the indicia of ownership of any Trust assets outside the jurisdiction of the district courts of the United States.

D. Prohibited Transactions

The Trustee shall not engage in any prohibited transactions within the meaning of Section 406 and Section 407 of ERISA, or Section 4975(c) of the Code, unless such transaction is exempt under Section 408 or Section 414(c) of ERISA or Section 4975(d) of the Code.

E. Investment Powers

Within the limitations of the foregoing, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested in Securities authorized by the laws of Ohio for the investment of assets owned by domestic insurance companies other than life.

ARTICLE IV

OTHER POWERS OF THE TRUSTEE

A. General

The Trustee administering the Trust Fund is authorized and empowered, subject to the provisions of Article III hereof:

1. To purchase and subscribe for any securities or other property, for cash or on margin, to pay margin calls, and to retain such securities or other property in trust;
2. To sell at public or private sale, for cash, or upon credit, or otherwise dispose of any property, real or personal; and no person dealing with the Trustee shall be bound to see to the application or to inquire into the validity, expediency or propriety of any such sale or other disposition;
3. To adjust, settle, contest, compromise, and arbitrate any claims, debts or damages due or owing to or from the Trust Fund, and to sue, commence or defend any legal proceedings in reference thereto;
4. To exercise any conversion privilege, subscription rights or other options pertaining to or in connection with securities or other property held by it; to consent to

or otherwise participate in any reorganization or other changes affecting corporate securities; to deposit any property with any committee or depositary; and to pay any assessments or other changes in connection therewith;

5. To exercise itself, or by general or limited power of attorney, any right, including the right to vote, incident to any securities or other property held by it;

6. To invest all or part of the Trust Fund in interest-bearing deposits with the Trustee, or with a bank or similar financial institution related to the Trustee if such bank or other institution is a fiduciary with respect to the Plan as defined in ERISA, including but not limited to investments in time deposits, savings deposits, certificates of deposit or time accounts which bear a reasonable interest rate;

7. To register any investment held in the Trust Fund in its own name or in the name of a nominee or to hold any investment in bearer form;

8. To employ suitable agents, accountants and counsel (which may be counsel for the Association) and to pay their reasonable expenses and compensation out of the Trust Fund;

9. To exercise, generally, any of the powers which an individual owner might exercise in connection with property, either real or personal, held by the Trust Fund, and to do all other acts that the Trustee may deem necessary or proper to carry out any of the powers set forth in this Article IV of which are otherwise in the best interests of the Trust Fund;

ARTICLE V

TRANSFER OF INVESTMENT POWERS

A. Appointment of Investment Manager

Notwithstanding anything to the contrary herein contained, the Trustee may, by resolution, remove from the Trustee and transfer to an Investment Manager or Managers the authority and duty to manage, acquire or dispose of all or a portion of the Trust assets. As used herein, the term "Investment Manager" means a person or organization who satisfies the requirements of Section 3(38) of ERISA and has provided written acknowledgement to the Association and the Trustee that he has done so.

B. Powers of Investment Manager

If the Association transfers the authority to manage, acquire or dispose of Trust assets to an Investment Manager or Managers, the Investment Manager or Managers, as the case may be, shall exercise such authority in strict conformity with the requirements and standards referred to and set forth in this Trust for the exercise of such authority by the Trustee.

C. Limited Liability of Trustee; Authority to Direct Trustee

If an Investment Manager is appointed by the Board of Trustees, the Trustee shall follow the written directions of the Investment Manager with respect to the management, acquisition or disposal of Trust assets, specifically including the powers set forth in Article IV. The Trustee may consent to accept oral directions for the purchase or sale of securities subject to confirmation in writing. The Trustee shall be under no duty to question, or make inquiries as to, any act or direction of any Investment Manager taken as provided herein, or any failure to give directions, or to review the securities held as a result of directions by the Investment Manager, or to make any suggestions to the Investment Manager with respect to investment and reinvestment of, or disposing of investments in, the Trust. The Trustee shall not be liable for any acts or omissions of any Investment Manager, or be under any obligation to invest or otherwise manage any assets of the Trust Fund. Accordingly, the Trustee shall be under no liability for any loss of any kind which may result by reason of any act or failure to act, provided such act or failure to act is in accordance with any directions of the Investment Manager or is by reason of inaction in the absence of written directions from the Investment Manager.

D. Appointment and Removal of Investment Manager

In selecting and retaining an Investment Manager, the Board of Trustees shall act solely in the interest of the Members and Beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man would use in the conduct of an enterprise of a like character and with like aims. The Board of Trustees, as the case may be, shall periodically review the performance of the Investment Manager. In the event an Investment Manager should resign or the Board of Trustees should revoke its appointment of an Investment Manager, notice shall be furnished to the Trustee. Unless the notice designates a new Investment Manager, it shall state whether responsibility for the investment and management of the assets of the Trust has been transferred back to the Trustee.

E. Trustee's Powers Following Removal of Investment Manager

In the event that an Investment Manager should resign or be removed, the Trustee shall manage the investment of the Trust Fund pursuant to Articles III, IV, and V hereof, unless and until it shall be notified of the appointment of another Investment Manager, with respect thereto, as provided in this Article V.

F. Segregation of Accounts

The accounts, books and records of the Trustee shall reflect the segregation, pursuant to the provisions of Article V hereof, of any portion or portions of the Trust Fund in a separate investment account or accounts.

ARTICLE VI

FEES AND EXPENSES

The expenses incurred by the Trustee in the performance of its duties and all other proper charges and disbursements of the Trustee, including any and all taxes assessed against the Trustee or the Trust Fund, shall be paid from the Trust Fund.

VII

TRUSTEE'S DUTIES AND OBLIGATIONS

A. Standard of Care

The Trustee shall discharge its duties under this Agreement solely in the interest of the Members of the Plan and their beneficiaries and for the exclusive purpose of providing benefits to such Members and their Beneficiaries and defraying reasonable expenses of administering the Plans, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Agreement insofar as they are consistent with the provisions of ERISA; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Agreement notwithstanding any reference herein to the Plan, or to the provisions thereof, it being hereby expressly agreed that the Trustee is not a party to the Plan.

B. Certification and Proof of Facts

The Trustee shall be entitled, as it may deem appropriate from time to time, to require any other person involved in the administration of the Plan or the investment of the Trust Fund, or having any interest under either the Plan or the Trust Fund, provide such certification and proof of facts as shall permit the Trustee to perform its duties under ERISA (or any regulation thereunder) and Ohio law or to exercise the powers granted the Trustee under this Agreement.

ARTICLE VIII

ACCOUNTS AND RECORDS

A. Required Records

The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions hereunder and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Association. Within a reasonable period of time following the close of each Plan Year and within a reasonable period of time after the removal or resignation of the Trustee as provided under Article IX hereof, the Trustee shall file with the appropriate authorities a written account setting forth all investments, receipts, disbursements and other transactions effected by it during such Plan Year or during the period from the close of the last Plan Year to the date of such removal or resignation. To the extent permitted by law, but subject to any express provision of applicable law as may be in effect from time to time to the contrary, no person other than the Association may require an accounting or bring any action against the Trustee with respect to the Trust Fund or its actions as Trustees.

B. Judicial Settlements

Notwithstanding any other provision of this Article VIII, the Trustee shall have the right to have a judicial settlement of its accounts. In any proceeding for a judicial settlement of the Trustee's accounts, or for instructions in connection with the Trust Fund, the only necessary party thereto in addition to the Trustee shall be the Association. If the Trustee so elects, it may bring in any other person or persons as a party or parties defendant.

ARTICLE IX

TRUSTEE'S REMOVAL OR RESIGNATION

The Trustee may be removed by the Association at any time upon sixty (60) days' written notice in writing to the Trustee. The Trustee may resign at any time upon thirty (30) days' notice in writing to the Association. Upon such resignation or removal, the remaining trustees shall appoint a successor trustee or trustees, who shall have the same powers and duties as those conferred upon the Trustee named in this Agreement. The removal of a trustee and the appointment of a successor trustee shall be by written instrument delivered to the Trustee.

ARTICLE X

LIMITATION ON TRUSTEE'S LIABILITY

A. General

The Trustees shall administer the Plan as provided herein and shall be responsible for overseeing and choosing service providers for the Plan.

B. Certification by Association

Any action required by any provision of this Agreement to be taken by the Board of Trustees shall be evidenced by a resolution of the Board of Trustees. Unless other evidence with respect thereto has been expressly prescribed in this Agreement, any other action of the Association under any provision of this Agreement, including any approval of or exceptions to the Trustee's accounts, shall be evidenced by a certificate signed by an officer of the Association. The Trustee may accept a certificate signed by an officer of the Association as proof of any fact or matter that the Trustee deems necessary or desirable to have established in the administration of the Trust Fund (unless other evidence of such fact or matter is expressly prescribed herein).

C. No Duty to Investigate

The Trustee shall be entitled conclusively to rely upon any written notice, instruction, direction, certificate or other communication believed by it in good faith to be genuine and to have been signed by the proper person or persons, and the Trustee shall be under no duty to make investigation or inquiry as to the truth, accuracy, or completeness of any statement contained therein.

D. Indemnification

The Association shall indemnify and hold the Trustee harmless from and against all liabilities and claims (including reasonable attorney's fees and expenses in defense thereof) arising out of or in any way connected with the Plan or the Trust or the management, operation, administration, or control thereof and based in whole or in part on:

1. An act or inaction of the Association; or
2. Any action or inaction of the Trustee resulting from the absence of proper directions hereunder, or in accordance with any direction, purported or real, from the Association, whether or not proper hereunder, relied upon in good faith by the Trustee.

ARTICLE XI

AMENDMENT OF AGREEMENT

The Association reserves the right at any time and from time to time by action of its Board of Trustees to amend in whole or in part any or all of the provisions of this Agreement, by an instrument in writing duly acknowledged and delivered to the Trustee, provided that no such amendment which affects the rights, duties, responsibilities or immunities of the Trustee may be made without its consent.

ARTICLE XII

MISCELLANEOUS

A. Irrevocability

Except for such amendments as are permitted hereunder, the trust created under this Agreement is irrevocable.

B. Instructions

At any time the Trustee may, by written request, seek instructions from the Association on any matter. If at any time the Association should fail to give directions to the Trustee, the Trustee may act, and shall be protected in acting without such directions, in such manner as in its direction seems appropriate and advisable under the circumstances for carrying out the purposes of this Trust.

C. Prohibition of Alienation

Except as otherwise provided herein, no benefits payable from the Plan utilizing funds under this Agreement shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, change, garnishment, execution or levy of any kind, either voluntary or involuntary; any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to entitlements payable hereunder shall be void; nor shall any such benefits, in any manner, be subject to any liability in connection with the debts, contracts, liabilities or torts of the person entitled to such benefits.

D. Gender and Number

As used in this Agreement, the masculine, feminine or neuter gender, the singular or plural and the use of the collective or the separate shall be deemed to include the others whenever the context so indicates.

E. Applicable Law

This Agreement as amended from time to time, shall be administered, construed and enforced according to the laws of the State of Ohio and in courts situated in that State, except as such law may be preempted by the federal laws. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision, and the Agreement shall be construed and enforced as if the provision had not been included.

ARTICLE XIII

NAME OF TRUST

This Trust shall be known as the "South Lorain Merchants Association Health and Welfare Benefit Plan Trust."

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date first set forth above.

South Lorain Merchants Association

By: [Signature]

Title: President

Trustee:

By: [Signature]

Printed Name: SANDRA L. KAISER

By: [Signature]

Printed Name: Robert A. Zelina