
_____ **IRREVOCABLE INSURANCE TRUST**

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_____ **IRREVOCABLE INSURANCE TRUST**

This Trust Agreement is made and entered into by and between _____, as Grantor, and _____, as Trustee.

The Grantor hereby assigns, transfers and delivers to the Trustee the sum of ten dollars (\$10) and such other property, if any, as may be described on an attached Schedule to this Trust Agreement, which property shall constitute the initial trust estate of the _____ IRREVOCABLE INSURANCE TRUST, to be held by the Trustee pursuant to the provisions of this Trust Agreement. The Trustee hereby agrees to accept the trust estate and to hold and administer the trust estate, in trust, for the uses and purposes and subject to the terms and conditions set forth in this Trust Agreement.

As of the date hereof, the Grantor is domiciled in Los Angeles County, California, is married to _____, and has the following living child: _____, born September 13, 2006.

All capitalized terms and certain other terms not otherwise defined in this Trust Agreement shall have the meanings assigned to them in Article XIV (“Definitions”).

The Grantor intends to allocate sufficient generation-skipping transfer tax exemption to the trust estate so that the “inclusion ratio” of each trust created under this Trust Agreement for purposes of the generation-skipping transfer tax under Chapter 13 of the Code shall be zero (0) (or as near to zero as possible). All provisions of this Trust Agreement shall be interpreted and administered so as to carry out such intention.

I. ADMINISTRATION OF TRUST PRIOR TO THE GRANTOR’S DEATH

As long as the Grantor is living, the Trustee shall hold, manage, sell, invest or reinvest any property which constitutes the trust estate, collect the income, if any, derived therefrom, and after payment of all necessary expenses incurred in the management and investment of this trust, apply the net income and principal of the trust estate as follows:

A. Payment of Insurance Premiums

The Trustee may apply any portion of the trust estate to the payment of premiums on any insurance policies on the life of the Grantor which are part of the trust estate but shall use the income of the trust estate for the payment of premiums subject to the provisions of Article VIII.G and Article X.B.2.d of this Trust Agreement.

B. Distributions to Beneficiaries

The Trustee may pay to or use and apply for the benefit of such one or more of the Grantor’s wife and the Grantor’s descendants such amounts of the net income and principal of the trust estate as necessary for their health, education, maintenance or support in their accustomed manners of living (with no requirement as to equality or any pro rata scheme of distribution).

C. Accumulation of Excess Income

Any net income not distributed pursuant to the foregoing provisions shall be accumulated and added to principal, at least annually.

II. DISTRIBUTION OF INCOME AND PRINCIPAL AFTER DEATH OF THE GRANTOR

After the death of the Grantor, if the Grantor's wife, _____, survives the Grantor, the Trustee shall administer the trust estate as provided in this Article. If the Grantor's wife predeceases the Grantor, then the Trustee shall divide and administer the trust estate as provided in Article III ("Division of Residual Trust Estate at Death of Survivor of Grantor and Grantor's Wife").

A. Administration of Family Trust

The Trustee shall hold and administer the portion of the trust estate that is not includable in the Grantor's gross estate for Federal estate tax purposes as a separate trust (the "Family Trust") for the benefit of the Grantor's wife, _____, and the Grantor's descendants as follows:

1. Distributions from Family Trust

During the lifetime of the Grantor's wife, the Trustee may pay to or use and apply for the benefit of such one or more of the Grantor's wife and the Grantor's living descendants all or any part of the net income and principal of the Family Trust as necessary for their health, education, maintenance or support in their accustomed manners of living (with no requirement as to equality or any pro rata scheme of distribution). Any net income not so distributed shall be added to the principal of the Family Trust, at least annually. It is the Grantor's expectation that no distribution should be made to the Grantor's wife of any GST Exempt Assets until all GST Non-Exempt Assets have been exhausted.

2. Division of Family Trust Upon Death of Grantor's Wife

Upon the death of the Grantor's wife, if the Grantor's wife survived the Grantor, the Trustee shall distribute the balance of the Family Trust to such one or more of the Grantor's descendants and Charitable Organizations, in such portions, amounts and manner, as the Grantor's wife may appoint by her Will, which specifically refers to this limited power of appointment.

The Trustee shall divide and administer any assets of the Family Trust that were not so appointed as provided in Article III ("Division of Residual Trust Estate at Death of Survivor of Grantor and Grantor's Wife").

B. Administration of Contingent Marital Trust

The Trustee shall hold and administer the portion of the trust estate, if any, that is includable in the Grantor's gross estate for Federal estate tax purposes as a separate trust (the "Marital Trust") for the lifetime benefit of the Grantor's wife, _____, as follows:

1. Distribution of Income of Marital Trust

The Trustee shall pay all of the income of the Marital Trust to the Grantor's wife, for life, in regular monthly or other convenient installments, at least quarterly. The word "income," as used herein, shall have the same meaning as such word has for marital deduction purposes under the Federal estate tax laws in effect at the Grantor's death.

2. Distribution of Principal of Marital Trust

The Trustee shall distribute to the Grantor's wife such amounts of the principal of the Marital Trust as necessary to provide for the health, education, maintenance and support of the Grantor's wife in her accustomed manner of living.

3. Distribution of Marital Trust Upon Death of Grantor's Wife

Upon the death of the Grantor's wife, unless otherwise directed by the Grantor's wife by her Will, the Trustee shall pay from the Marital Trust any incremental Estate Taxes imposed upon the estate of the Grantor's wife by reason of the inclusion of the value of the Marital Trust in the taxable estate of the Grantor's wife.

Upon the death of the Grantor's wife, if the Grantor's wife survived the Grantor, the Trustee shall distribute the balance of the Marital Trust to such one or more of the Grantor's descendants and Charitable Organizations, in such portions, amounts and manner, as the Grantor's wife may appoint by her Will, which specifically refers to this limited power of appointment.

The Trustee shall divide and administer any assets of the Marital Trust that were not so appointed as provided in Article III ("Division of Residual Trust Estate at Death of Survivor of Grantor and Grantor's Wife").

III. DIVISION OF RESIDUAL TRUST ESTATE AT DEATH OF SURVIVOR OF GRANTOR AND GRANTOR'S WIFE

Upon the death of the survivor of the Grantor and the Grantor's wife, the Trustee shall divide the remaining assets of the trust estate so as to provide one equal share for each then living child of the Grantor and one equal share for each deceased child of the Grantor who has at least one then living descendant. The Trustee shall further divide any deceased child's share among the deceased child's descendants, by Right of Representation. If no descendant of the Grantor shall then be living, the Trustee shall distribute any assets of the trust not so appointed as provided in Article V ("Contingent Beneficiaries").

The Trustee shall hold and administer each such share as a separate trust (such descendant's "Separate Trust") as provided in Article IV ("Descendants' Separate Trusts"). The descendant with respect to whom each such trust is created is hereinafter referred to as the "Primary Beneficiary" of such trust.

IV. DESCENDANTS' SEPARATE TRUSTS

The Trustee shall hold and administer each Primary Beneficiary's Separate Trust pursuant to the following provisions of this Article.

A. Distributions of Income and Principal

The Trustee may pay to or use and apply for the Primary Beneficiary and the Primary Beneficiary's living descendants all or any part of the net income and principal of the Primary Beneficiary's Separate Trust as necessary for their health, education, maintenance or support in their accustomed manners of living (with no requirement as to equality or any pro rata scheme of distribution). With respect to such distributions, the Trustee shall give primary consideration to the needs of the Primary Beneficiary. The Trustee shall add any net income not so distributed to the principal of the trust, at least annually.

With respect to any proposed distribution of net income or principal, it is the Grantor's expectation that the Trustee shall consider the tax consequences (including income tax, estate tax, generation-skipping transfer tax, and any other applicable tax), creditor protection considerations, and whether the needs of the beneficiary may best be met by providing the beneficiary with the use or benefit of trust assets rather than distributing trust assets to the beneficiary outright.

B. Division of Trust

The provisions of this Article IV.B shall be subject to Article XII.B.2 ("Conditional General Power of Appointment"). Upon the death of the Primary Beneficiary, the Trustee shall distribute such deceased Primary Beneficiary's Separate Trust to such one or more of the Grantor's descendants who survive the Primary Beneficiary and Charitable Organizations, in such portions, amounts and manner, as the Primary Beneficiary may appoint by his or her Will, which specifically refers to this limited power of appointment. The Trustee shall divide any assets of the deceased Primary Beneficiary's Separate Trust not so appointed among the Primary Beneficiary's descendants, by Right of Representation; but if the Primary Beneficiary has no living descendants, the Trustee shall divide such assets among the descendants, by Right of Representation, of the Primary Beneficiary's nearest ancestor who was either the Grantor or a descendant of the Grantor and who has one or more descendants then living.

The Trustee shall hold each such share of the deceased Primary Beneficiary's Separate Trust as a Separate Trust for the benefit of the person for whom it was created, who shall then become the Primary Beneficiary of his or her Separate Trust, to be held and administered as provided in this Article. If no descendant of the Grantor shall then be living, the Trustee shall distribute any assets of the trust not so appointed as provided in Article V ("Contingent Beneficiaries").

V. CONTINGENT BENEFICIARIES

If at any time before the final distribution of this trust there should be no beneficiary to take the trust property or the income therefrom pursuant to the foregoing provisions of this Trust

Agreement, then, subject to the provisions of Article VI (“Payment to Young or Disabled Persons”), the Trustee shall distribute such property, outright and free of trust, to the Grantor’s Heirs.

VI. PAYMENT TO YOUNG OR DISABLED PERSONS

Whenever under the terms of this Trust Agreement all or any part of the principal of a share or trust vests in and is subject to outright distribution to a person who is then under age thirty (30) or who is Disabled, the Trustee is authorized and empowered in the Trustee’s discretion (1) to distribute such assets (or any part thereof) to the natural or legal guardian of such person, a conservator, a custodian under a Transfers to Minors Act or other law, including a custodian selected by the Trustee, the parent or other adult relative of such beneficiary, or to a person with whom such beneficiary resides, to hold such assets for the benefit of such person, or (2) to hold such assets (or any part thereof) in a separate trust fund for the benefit of such person. If the Trustee elects to hold such assets in trust for the benefit of such person, then the Trustee is empowered and authorized to administer such assets as follows: to invest and reinvest the same and collect the income therefrom; to use so much of the net income and the principal as the Trustee deems advisable for the health, education, maintenance and support of such person; and to add any undistributed net income to the principal of such person’s trust share. The person for whom assets are held in trust by the Trustee pursuant to this Article shall have the right, but no obligation, to withdraw all or any portion of such person’s trust at any time after such person has attained age thirty (30) or ceases to be Disabled. If the person for whom such assets are being held shall die before all of the assets are distributed to or used for the benefit of such person, the Trustee shall distribute the principal to the estate of such person. The authority conferred upon the Trustee by this Article shall not suspend or prevent the absolute vesting of such assets in such person.

VII. TRUSTEES

A. Initial and Successor Trustees

1. Initial Designation of Trustees

The Grantor’s wife, _____, is the initial Trustee of this trust. If _____ becomes unable or unwilling to serve, then (subject to the following provisions of this Article) the Grantor’s advisor, _____, shall serve as the successor Trustee of each and every trust herein created.

However, if any of the persons designated above shall have been previously unable or unwilling to serve as Trustee hereunder and shall later become able and willing to serve, then such individual shall resume or commence serving as Trustee and in such event the Trustees shall be the person or persons who would be serving as if such individual had always been willing and able to serve.

2. Trustees Appointed by the Grantor

At any time during the Grantor’s lifetime, the Grantor may (a) appoint one or more Co-Trustees, (b) appoint a successor Trustee to act in place of the then acting Trustee or Trustees, either immediately or in the future upon any stated

contingency, and (c) remove and replace any then acting Trustee, and may thereby supersede or supplement the Trustee succession provisions of this Article VII.A, so long as the appointed Trustee or Trustees satisfy the requirements of Article VII.E. Notwithstanding the provisions of this subparagraph, the Grantor shall have no powers under this subparagraph which would (i) cause the property of the trust estate to be included in the Grantor's gross estate for Federal estate tax purposes, or (ii) cause the Grantor to have any incidents of ownership in any life insurance policy insuring the Grantor's life, and this subparagraph shall be construed and applied consistently with these requirements.

3. Descendant as Trustee

Notwithstanding the foregoing, each descendant of the Grantor shall be entitled to become a Co-Trustee of any separate trust of which such descendant is the Primary Beneficiary after such descendant attains age thirty (30) and each such descendant shall be entitled to serve as the sole Trustee of any separate trust of which such descendant is the Primary Beneficiary after such descendant attains age thirty-five (35), in either case by providing written notice to the then serving Trustee(s) of his or her desire to serve as such. Further, after such descendant has become entitled to serve as sole Trustee, such descendant may designate in writing, as Co-Trustee or successor Trustee of his or her trust, and for any trust herein created for a descendant of such Primary Beneficiary, one or more individuals or a bank or trust company, or any combination thereof, and such descendant may amend or revoke such designation at any time. Any successor Trustees so designated shall serve in the order and in the manner so designated and the Trustees designated pursuant to the preceding provisions of this Article shall serve only after all successor Trustees designated pursuant to this subparagraph are no longer able and willing to serve.

4. Appointment of Successor Trustee

At any time after qualifying as Trustee, any individual acting as Trustee may appoint a successor Trustee or Trustees, either immediately or in the future upon any stated contingency, but any such appointment shall be effective only if no other successor Trustee would then be acting under either the foregoing provisions or pursuant to any appointment of successor Trustees made by a predecessor Trustee pursuant to this subparagraph.

5. Appointment of Co-Trustee

The Trustee or Trustees acting at any given time (acting jointly if more than one) may appoint one or more Co-Trustees.

6. Appointment of Trustees by Primary Beneficiary

If at any time with respect to any trust there is no Trustee acting and no successor has been appointed, the Primary Beneficiary of such trust (with the parent or legal or natural guardian(s) acting for any such Primary Beneficiary who is then Disabled) shall appoint a successor Trustee of such trust.

7. No Bond Required

No Trustee acting under this Trust Agreement shall be required to give bond for the faithful performance of such Trustee's duties.

8. Appointments in Writing

The appointment of any successor Trustee or Co-Trustee pursuant to this Article shall be in writing and shall become effective upon the filing of such successor's written acceptance of such appointment with (a) the records of the trust, (b) the remaining Trustee, if any, and (c) the income beneficiary or beneficiaries of such trust (with the legal or natural guardian(s) acting for any such beneficiary who is then Disabled).

9. Corporate Successors

Any corporation which by merger, consolidation, purchase or in any other manner succeeds to the fiduciary business of a corporate Trustee or Co-Trustee named to act under this Trust Agreement shall, without further action, replace the corporate Trustee or Co-Trustee of such trust estate.

10. References to "Trustee"

The term "Trustee" as used in this Trust Agreement, shall include Co-Trustees when more than one Trustee has been appointed and is acting as such, and shall also include any and all successor Trustees. Every title, estate, right and discretion vested in or conferred on the Trustee of any trust shall likewise become and be vested in, and may be exercised by, any successor Trustee and by a Co-Trustee continuing to act as the Trustee of such trust.

B. Resignation of Trustee

Any Trustee may resign as the Trustee of any trust at any time, upon the giving of thirty (30) days written notice of such Trustee's intention to resign, duly signed and delivered to the income beneficiary or beneficiaries of such trust and to the Co-Trustee or successor Trustee of such trust. Upon such resignation, the Trustee shall deliver to the Co-Trustee or successor Trustee all of the property and assets of the trust estate in the possession or under the control of such resigning Trustee. After full settlement of such Trustee's accounts, the resigning Trustee shall stand fully discharged and released from any further liability or responsibility under this Trust Agreement.

C. Removal of Trustee

At any time, the Primary Beneficiary (with the parent or legal or natural guardian(s) acting for any such Primary Beneficiary who is then Disabled) of any trust estate may remove any corporate Trustee of such trust or any individual Trustee of such trust appointed by the Primary Beneficiary pursuant to the foregoing provisions of this Article. If a corporate Trustee is removed by the Primary Beneficiary pursuant to this paragraph, and if no corporate Trustee would then be acting, a corporate fiduciary (having the qualifications provided below) shall be designated as successor Trustee of such trust estate, by written notice to such Trustee accompanied by the appointment of and acceptance by a successor corporate fiduciary. In addition, any Co-Trustee may be removed at any time by the Trustee or Trustees who appointed such Co-Trustee. Such removal and appointment shall be without hearing or order by any court.

D. Trustee Ceasing to Serve

A person serving as Trustee shall be deemed to have failed, declined or ceased to serve as Trustee in the event of the death, resignation, removal, or Disability of that person.

E. Who May Be Appointed

Except as otherwise provided in this Article, a Trustee, Co-Trustee or successor Trustee appointed under this Article (i) shall be (a) an individual or (b) a bank or trust company having at least two (2) trust officers and net assets under management in excess of Five Hundred Million Dollars (\$500,000,000), Indexed to Inflation, at the time of appointment; and (ii) shall not be related or subordinate to the person or persons making the appointment, as such term is defined in Section 672(c) of the Internal Revenue Code. Notwithstanding any other provision of this Trust Agreement to the contrary, the Grantor shall not serve as a Trustee of any trust under this Trust Agreement.

F. Appointment of Custodian

The individual Trustee or Trustees may at any time appoint a corporate custodian and delegate to such custodian any or all powers or duties, discretionary or otherwise, exercisable or required of such individual Trustee or Trustees with respect to the bookkeeping and related administrative duties of the Trustee or Trustees. Such appointment or delegation may be revoked at any time by written instrument duly signed, acknowledged and delivered to such custodian. Written notice of any appointment, delegation or revocation shall also be given to the income beneficiary or beneficiaries of any trust affected by the exercise of such power. The individual Trustee or Trustees exercising this power of delegation shall not be liable for the acts, omissions or defaults of the custodian unless such Trustee or Trustees, in selecting such custodian, are guilty of gross negligence, bad faith or fraud. Any custodian appointed under the provisions of this paragraph shall serve only during the tenure of the individual Trustee or Trustees who appointed the custodian and only while there is not any corporate Trustee then serving hereunder.

G. Majority of Trustees May Act

A majority decision of the then acting Co-Trustees of any trust estate, or a unanimous decision of the Co-Trustees if only two Co-Trustees are then serving, as the case may be, shall be the decision of all of the then acting Co-Trustees, and shall bind such trust estate as fully as though it had been a unanimous decision of the Co-Trustees. However, any Co-Trustee not consenting to such majority decision shall incur no liability for, nor have any responsibility for, any action taken or omitted to be taken as a result of any such majority decision.

H. Actions by a Co-Trustee

1. Delegation of Non-Discretionary Powers

While there are two or more Co-Trustees acting as to any trust, such Co-Trustees may, by written instrument filed with the records of the trust, delegate to any one or more of the Co-Trustees the power to take, for and on behalf of the Co-Trustees and the trust estate, any or all such acts of a ministerial and non-discretionary nature as are specified in such instrument, and may likewise terminate such delegation at any time. Any third party dealing with the Co-Trustees of the trust estate shall be fully protected in relying upon an original or a copy of such instrument unless and until notified of its termination, and shall be fully protected in relying upon the signature, other act or undertaking of any Trustee named to act thereunder as the act of the Co-Trustees, unless such third party shall have actual knowledge, prior to such reliance, that the action of such Trustee was not duly authorized by the Co-Trustees.

2. Delegation to Corporate Trustee

Any individual who is acting as Co-Trustee with a corporate Co-Trustee may, at any time and by written instrument delivered to the corporate Co-Trustee, delegate to the corporate Co-Trustee the full and complete power or authority to exercise any or all of the powers and authorities given to the Trustee under this Trust Agreement, and may likewise terminate such delegation at any time. During the period of any such delegation, the delegating Co-Trustee shall incur no liability or responsibility for any act or omission of the corporate Co-Trustee.

I. Trustee's Authority Presumed

No one dealing with the Trustee shall be obligated to see to the application of any money, securities or other property paid or delivered to the Trustee, nor to inquire into the authority of the Trustee to enter into and consummate any transaction or take any other action.

J. Trustee's Liability for Own Actions

No Trustee shall be liable for any mistake in judgment in the making or retaining of investments, or any other decision made by the Trustee, so long as any such decision is made in good faith.

K. Trustee's Liability as General Partner

The liability of the Trustee as a general partner in any specific partnership shall be limited to the assets which comprise the trust estate; and (1) the partnership, the other partners, all parties owning an interest in the partnership and all parties dealing with the partnership shall look solely to the trust estate for the payment of all claims, indebtedness and liability of the partners or the partnership and for the performance of any covenant or obligation, express or implied, of the partners or the partnership, (2) neither the Trustee nor the beneficiaries of the trust estate shall be liable for the debts, claims and liabilities of the partners or partnership or for the performance by the partners or partnership of any covenants or obligations except to the extent of the trust estate, and (3) the Trustee and such beneficiaries shall have no personal liability of any kind in connection with any such partnership and shall be indemnified by the trust estate to the extent any such liability is imposed.

L. Trustee's Liability for Actions of Predecessor

No Trustee shall have any liability for the acts or omissions to act of any predecessor fiduciary, and in accepting the trust estate, no Trustee shall have any obligation to audit the accounts of any predecessor fiduciary. No Trustee shall be entitled to any acceptance fee or other additional compensation for auditing or investigating the accounts of such predecessor fiduciary.

M. Trustee Indemnified

Any individual acting as Trustee of any trust under this Trust Agreement shall be indemnified and reimbursed from the trust estate for any loss, damage, liability or expense incurred or sustained by such Trustee, in an individual or fiduciary capacity, by reason of any act or failure to act of such Trustee for or on behalf of and in furtherance of the trust. However, the protection provided by this paragraph shall not apply to any loss, damage, liability or expense incurred or sustained by reason of gross negligence or willful malfeasance of the Trustee.

N. Accountings

If requested by any income beneficiary, but in any event not more often than annually, the Trustee shall render to each income beneficiary (which shall be given to the parent or legal or natural guardian, or other person having custody, of each income beneficiary then Disabled) of each trust estate created under this Trust Agreement, annual statements of the transactions of such trust estate, which requirement may be satisfied by delivering to each such income beneficiary or his or her guardian a copy of the Federal income tax return for the trust for such period. Except as provided in this paragraph, and to the maximum extent permitted by law, the Grantor hereby relieves the Trustee from any obligation, whether pursuant to state statute or otherwise, to render accountings and trustee reports related to the administration of any trust created under this Trust Agreement. This paragraph shall constitute a waiver of the requirements of California Probate Code Sections 16061 and 16062, or any other law that requires reporting or accounting by Trustees. However, in the Trustee's discretion, the Trustee may report or account to the beneficiaries hereunder, in the manner provided in California Probate

Code Sections 16062 and 16063. Notwithstanding the foregoing, the waiver of reporting and accounting in this paragraph shall not apply to any Trustee that is not an individual.

O. Compensation

No person who is serving as a Trustee of a trust of which such person is the Primary Beneficiary shall receive compensation for his or her services as a Trustee of such trust, but such person shall be entitled to reimbursement for any reasonable expenses incurred by such person individually on behalf of such trust, including travel expenses. Any other person serving as a Trustee hereunder shall be compensated according to the written terms of any agreement between such person and the Grantor or the Primary Beneficiary of such trust. If no written agreement exists, such person shall be entitled to receive (but not required to accept) reasonable compensation as a Trustee hereunder, and such person shall be entitled to reimbursement for all expenses incurred in the performance of such person's duties as a Trustee, including travel expenses. If a Trustee retains attorneys or other professional advisors who are affiliated with the same firm as the Trustee, such advisors shall be fully compensated for all services rendered, notwithstanding the fact that such Trustee is receiving compensation for his or her services hereunder. Any corporate Trustee shall be compensated according to the written terms of any agreement between the corporate Trustee and the Grantor or the Primary Beneficiary of such trust. If no written agreement exists, the corporate Trustee shall be compensated according to its schedule of charges in effect at the date the services are rendered.

P. Custody of Trust Assets

While two or more Trustees are acting, the corporate Co-Trustee, if any, shall have the right to custody of all trust assets and shall keep the records of the trust.

VIII. INSURANCE POLICIES

A. Trustee Ownership of Policies

The ownership of any and all policies of insurance insuring the life of the Grantor applied for and purchased by the Trustee or transferred and assigned to the Trustee shall be irrevocably vested in the Trustee.

B. Transfer of Ownership of Policies to Trustee

In connection with the transfer of any such policies to the Trustee, the Grantor agrees to execute, in addition to an appropriate assignment of ownership form, any and all other instruments necessary or appropriate to permit the Trustee to exercise all rights, powers, options, privileges or incidents of ownership which the Grantor may have as owner under such policies.

C. Grantor Relinquishes All Incidents of Ownership

The Grantor shall not have any right, title, interest or incident of ownership whatsoever in or to any such policies of insurance purchased by or transferred to the Trustee, nor shall the Grantor exercise any right, power, option, election, privilege or incident of ownership under any such policy. The Grantor hereby relinquishes any and all rights, powers,

options, elections, privileges and incidents of ownership in any such policies of insurance which are not assignable by the terms of such policies, if any, and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment.

D. Trustee Powers Relating to the Policies

In addition to the general powers of management and investment of the trust estate granted to the Trustee under this Trust Agreement, the Trustee shall be vested with all rights, powers, options, elections, privileges and incidents of ownership in and to all insurance policies which constitute or become a part of the trust estate, including, but not limited to, the right to: (1) acquire by gift, bequest, purchase or otherwise, as a part of the trust estate, one or more of such insurance policies, which policies shall be owned by the Trustee and payable to the Trustee; (2) exercise any right, power or discretion with respect to the acquisition, retention, disposition or maintenance in force of any policy held in trust, and any incident of ownership with respect to any such policy, including but not limited to the powers stated in the following subsections of this paragraph; (3) receive dividends or distributive shares of surplus on any such policy in cash, or apply the same to the payment of premiums or to the purchase of additional insurance, including term or paid-up insurance, or permit the same to remain on deposit at interest with the respective insurers, and to receive such interest or permit it to accumulate; (4) receive from the respective insurers or from any bank or other lender such advances or loans which may be available on account of any such policy or on the security of any such policy; (5) receive surrender values, proceeds of matured endowments, or other lifetime policy benefits; (6) exercise any and all options, elections, rights and privileges granted in any such policy; (7) sell, assign (absolutely or as collateral), pledge or hypothecate any such policy; (8) convert any such policy into an extended term coverage contract, or into any other form of insurance or annuity; and (9) with respect to payment of premiums on any such policy, subject to any restrictions provided in this Article, pay premiums as they become due from any property held in trust, or prepay, for reasonable periods, as may be deemed advisable, any premiums which may be due, or may reasonably be expected to become due on any such policy.

E. Collection of Insurance Proceeds Upon Death of an Insured

Upon the death of an insured, the Trustee shall collect any sums due under any and all policies of insurance made subject to the terms of this Trust Agreement and, for that purpose, shall have full power to execute and deliver any receipt or other voucher for the same, to institute any suit or suits at law or equity in order to enforce any such policy, and in case of controversy or litigation over the collection of such proceeds, to adjust, compromise or otherwise settle any controversy or contest concerning any such policy or the collection of proceeds. However, if the Trustee shall enter into or maintain any litigation with respect to any policy, the Trustee shall have the right to be indemnified, or to be reimbursed from the proceeds of such policy or from the trust estate, for such expenses as the Trustee may incur. The Trustee may likewise collect and receive any and all property which may be bequeathed and devised to the Trustee by the terms and provisions of the Grantor's Will or otherwise made subject to the terms of this Trust Agreement and, for that purpose, the Trustee shall have full power to execute and deliver

any receipt or other voucher for the same. No insurance company shall be required to see to the application of any money paid to the Trustee.

F. Payment of Premiums

The Trustee may, in the Trustee's sole discretion, pay all or any part of any premium or other charge due on any insurance policies held under this Trust Agreement by applying to such premium or other charge any asset of the trust estate or any dividend receivable under, or borrowings secured by, any insurance policies held in the trust estate. Interest due on any borrowings secured by any such insurance policies shall be paid when due, in cash, other than by application of dividends receivable under, or borrowings secured by, the insurance policies held in trust.

If the Trustee is otherwise unable to pay all or any portion of any such premium or other charge, or elects not to do so, the Trustee may, but shall be under no obligation to: (a) sell at public or private sale a sufficient portion of the property of the trust estate or borrow on the collateral of all or any portion of the property of the trust estate, to obtain the funds necessary to pay such balance; (b) surrender any such policy or policies of insurance for its or their cash surrender value, or borrow on such policies and make premium payments from the funds so derived; (c) convert any such policy into a paid-up policy in whatever amount may be provided by the terms of such policy, or convert any such policy to a policy of extended term insurance in whatever amount may be provided by the terms of such policy; (d) exercise any other right, option, power, election or privilege under any such policy; or (e) in the Trustee's sole and absolute discretion, terminate the trust as to such policies and transfer and assign the policies to the income beneficiaries in proportion to their respective interests in such income.

If, at any time, the total amount available to the Trustee is insufficient to pay the premiums or other charges on any policy of insurance held in a trust estate by the required due date (including grace periods, if any), the Trustee shall be under no obligation to pay such premiums or charges and shall not be liable to any extent whatsoever in the event such premiums or other charges are not timely paid.

G. Use of Trust Income

During the lifetime of the Grantor, the income of the trust estate may be applied to the payment of premiums on policies of insurance, including policies on the life of the Grantor. However, the Special Trustee shall have the power, at any time, to amend this Trust Agreement for the limited purpose of eliminating the ability to apply the income of the trust estate to the payment of premiums on policies of insurance on the life of any one or more persons, including the Grantor.

IX. TRUSTEE POWERS

A. General

Except as otherwise specifically provided in this Trust Agreement, the Trustee of each trust estate shall have full power and authority to do any and all things necessary or proper to manage, control, invest and reinvest the assets constituting the trust estate, consistent with the provisions of this Trust Agreement and of applicable law, in the same

manner as if the Trustee were the fee simple owner of the trust estate. The Trustee of any such trust estate shall have the power to enter into any covenants or agreements binding the trust estate, regardless of whether said covenants or agreements extend beyond the termination of such trust estate. The Grantor recognizes that California, as of the date of this Trust Agreement, has not adopted the Uniform Trust Code. Notwithstanding the foregoing, the Trustee shall be relieved of all affirmative duties and obligations imposed upon Trustees by applicable state law including but not limited to any duties, obligations and notice requirements imposed by any Uniform Trust Code which would otherwise apply to any trust under this Trust Agreement. However, the preceding sentence shall only apply to those duties and obligations of the Trustee which may be waived or amended by this Trust Agreement pursuant to applicable state law.

B. Fiduciary Nature of Powers

Notwithstanding any other provision of this Trust Agreement, all discretions, powers and authority shall be exercised by the Trustee in a fiduciary capacity, prudently and exclusively in the interest of the beneficiaries. The Trustee shall not be required to account, notify or provide other information concerning the trust estate or any interest in the trust estate (including, but not limited to, furnishing a copy of this Trust Agreement or any amendments thereto), to any beneficiary hereunder other than those who are then receiving or are entitled or permitted to receive income or principal from any trusts hereunder, despite a request for such information, until such time as the beneficiary is entitled or permitted to receive income or principal from the trust estate, notwithstanding any contrary provision of applicable law. It is the Grantor's intention to maintain the privacy and confidentiality of this Trust Agreement and the information in connection with the trusts created hereunder until such time as a beneficiary is entitled or permitted to receive income or principal from the trust estate.

C. Enumerated Powers

In addition to all powers granted to Trustees under applicable state law, including those set forth in California Probate Code Sections 16220 through 16249, inclusive, as amended and/or modified, which are incorporated herein by this reference, the Trustee of each trust estate shall have the powers listed below:

1. Transactions

Sell, exchange, lease (for terms extending beyond the termination of the trust or otherwise), rent, mortgage, pledge, assign, transfer or otherwise dispose of all or any part of the trust estate upon such terms and conditions as the Trustee shall determine, with or without notice.

2. Investments

Invest and reinvest all or any part of the trust estate in such stocks (common and preferred), bonds, notes, debentures, certificates, instruments, bank accounts (including savings accounts, time certificates of deposit or any other type of account in any bank, savings and loan association or other financial institution), mutual fund shares, shares or participations in any common trust fund, securities,

repurchase agreements from any savings institution, financial institution or bank, and in any other property, real or personal, whether or not any such instrument is of the class or kind ordinarily approved or held to be lawful for the investment of trust funds, as the Trustee may, in the sole and absolute discretion of the Trustee, select, including the investment and reinvestment of trust assets in or with the corporate Trustee, or any affiliate of the corporate Trustee; to make and change any such investments at any time according to the discretion of the Trustee; to continue to hold any stock, securities or other property which the Trustee may receive, as an addition to any trust estate; to make or retain any such investment without regard to whether or not such investment constitutes a disproportionate amount, or all, of the trust estate and without liability on the part of the Trustee for failure to diversify; and to invest any part of the trust estate in property located outside the Grantor's state of domicile, including property located outside the United States of America, without notice of any kind and in any manner and upon such terms and conditions as the Trustee deems advisable.

Retain, trade and speculate in any real, personal or mixed property as the Trustee deems advisable, wherever situated, including, but not limited to: (a) any one or more or all commodities regularly traded on exchanges in or outside the United States, in either spot or future contracts, claims, straddles, spreads or any other type of commodity contract, whether long or short; (b) puts, calls and straddles in any domestic or foreign securities or listed and traded on regulated securities exchanges and short sales of such contracts and of securities; (c) interests in oil, gas, coal, gravel, sand, sulfur, precious stones, metals and their ores, including but not limited to iron, aluminum, copper, silver, platinum, uranium and gold, if not prohibited by law, and any other mineral and timber rights, royalties, leases and payments; (d) any interests in breeding or dairy cattle, hogs, sheep or other animals; (e) postage stamps, coins, jewelry, rare books, paintings, statues, sculptures, antiques, curios, and other art objects; (f) aircraft, ships, railroad locomotives and cars, buses, antique automobiles and other vehicles; and (g) foreign currencies, including future contracts, whether long or short.

3. Title to Assets

Cause the securities or other property which may comprise the trust estate, in whole or in part, to be registered in the name of the Trustee, or in the name of the Trustee as Trustee, or in the name of a nominee or nominees without disclosing the trust, or (in the case of securities) to take and keep the same unregistered and retain them or any part of them in such manner that they will pass by delivery. However, in no event shall any such registration or holding by the Trustee relieve the Trustee of liability for the safe custody and proper disposition of such trust property in accordance with the terms and provisions of this Trust Agreement.

4. Brokerage Accounts

Open and maintain one or more separate brokerage accounts (including but not limited to margin, cash or other types) as the Trustee deems necessary for the proper investment of the securities of the trust estate; and instruct any broker or

brokerage firm utilized by the Trustee to open and maintain such separate brokerage accounts.

The Trustee may sell short and/or pledge as collateral for a loan, any of the above assets, and in connection therewith the Trustee may margin stocks owned by the trust (directly or indirectly) or within a money market fund or cash management type of account, and the Trustee may make and change such investments at any time. The Trustee will have power to continue to hold any stock, securities, or other property which the Trustee may receive, without liability, and the Trustee will be under no duty to dispose of this property or any part of it in order to diversify properly the assets of the trust or for any other reason.

5. Securities

Exercise all conversion, subscription, voting and other rights of any nature pertaining to any securities of any corporation held as a part of the trust estate (including securities of the corporate Trustee, or any affiliate of such corporate Trustee); grant proxies, discretionary or otherwise, in respect of such securities; vote to elect the Trustee or any person affiliated with, employed by or related to the Trustee as a director of any such corporation; as officer or director of any such corporation, vote to have such corporation employ and pay the Trustee or such person compensation either as an officer, director or employee of such corporation (or in any one or more of such capacities); and take all actions as the Trustee may consider necessary or desirable in complying with applicable securities laws and regulations.

With respect to securities constituting any part of the trust estate: (a) give investment letters and other assurances in connection with the acquisition of any securities, and rely upon advice of counsel in disposing of any securities subject to investment letters or other restrictions; (b) in making a sale of any securities constituting all or any part of the trust estate, engage in transactions not involving a public offering, and engage alone, and participate with others, in secondary offerings, combinations of new issue and secondary offerings and other public offerings; (c) make an offering of securities on a bid basis; (d) participate in listing any securities on any stock exchange; (e) exercise registration rights, and participate in preparing and filing registration statements and amendments; (f) select investment bankers or other underwriters in connection with any offering on the basis of ability and reputation and not solely on the basis of compensation to be paid; (g) enter into letters of intent and underwriting agreements on any reasonable basis including a firm commitment, best efforts, or all or none arrangement; (h) agree to compensate underwriters in one or more methods including cash, underwriting spread or discount, warrants and non reimbursable expense allowances, and grant rights of refusal on subsequent offerings; (i) retain securities counsel, experienced accountants and other consultants in connection with any offering; (j) pay out of the proceeds of any offering, or out of any other property of such trust, all reasonable expenses incurred in connection with such an offering of securities, including printing and engraving expenses, counsel fees, accountants' fees, consultants' fees and filing fees; (k) make representations,

warranties and undertakings which are reasonably necessary in making any offerings; (l) make all necessary filings with regulatory agencies and prepare and file notifications and offering circulars; (m) give indemnifications against liabilities in connection with any offering, including those arising or alleged to arise out of false and misleading statements, material omissions, misrepresentations and mistakes under the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental Federal legislation, and any corresponding state legislation; (n) acquire insurance against such liabilities in the gross amount of any offering, and pay the costs of such insurance out of the trust estate; (o) make exempt distributions of securities in broker's transactions or otherwise, engage in transactions which are not considered to be distributions, and give all notices and provide all information required to lawfully engage in such transactions; (p) accept and act upon, or reject and oppose, tender offers and exchange offers; (q) comply fully with the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental Federal legislation, and any corresponding state legislation; (r) apply for, obtain and rely upon no action letters from the Securities and Exchange Commission and similar types of opinions from corresponding state regulatory agencies; and (s) obtain and rely upon opinion of counsel for any issuer of securities that a proposed transaction is an exempt transaction or that a security is an exempt security. As used in this subparagraph, the terms "security," "securities," "exempt," "distribution," "offering" and "public offering" shall be construed in accordance with the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental Federal legislation, and any corresponding state legislation.

6. Principal and Income Determinations

Determine whether any money or other property coming into the hands of the Trustee shall be considered as a part of the principal or income of the trust estate, and apportion between such principal and income any loss or expenditure in connection with the trust estate as the Trustee deems just and equitable. In exercising this power, the Trustee shall specifically have the right to (a) create and maintain a reserve for depreciation or depletion, and (b) allocate to any beneficiary for any fiscal year capital gains incurred during such fiscal year. In the event the Trustee shall distribute to any beneficiary any amount which the Trustee estimates will be the income of the trust, and it is subsequently determined that the Trustee was incorrect in so doing, the Trustee shall make proper adjustment thereafter to correct such error as soon as the same can conveniently be done. To the extent the Trustee does not exercise this discretionary power, any allocation between income and principal shall be governed by applicable state law. However, any refinancing distributions, condemnation awards, sales of capital assets, or liquidation distributions shall be considered principal.

In addition, (a) all distributions representing capital gains received from the sale of securities held by regulated investment companies, real estate investment trusts or mutual funds, shall be allocated to principal, (b) premiums paid for trust

securities shall not be amortized out of income, and (c) additions to income shall not be made because of the purchase of securities at a discount.

7. Receipts and Settlements

Collect, receive and give acquittances for all income, rent and profits of the trust estate, and compromise and adjust any claims which the trust estate, or the Trustee, may assert against others, or which others may assert against the trust estate or the Trustee.

8. Agents

Employ agents, attorneys, accountants, corporate custodians, and investment counsel to be selected by the Trustee, including any such professionals who may be associated with the same firm as the Trustee, if the Trustee deems such employment to be in the best interest of the trust estate, and pay such persons reasonable compensation out of the trust estate.

9. Administration Expenses

Pay out of the trust estate all reasonable costs and expenses of administering the trust estate, all fees lawfully due to the Trustee as such, and any and all other necessary or proper expenses.

10. Additions to Trust Estate

Accept by gift, devise, transfer or conveyance additional property, satisfactory to the Trustee, from any source, to be added to and become a part of the trust estate, subject to all of the terms and conditions provided in this Trust Agreement.

11. Cash

Maintain in the trust estate an amount or amounts of uninvested cash as may appear to the Trustee to be reasonably necessary to provide for future payments to be made from the trust estate.

12. Loans and Guaranties

Loan money to or borrow money from any person or entity (including the Trustee, or any affiliate of such Trustee) upon such terms and conditions and for such period or periods of time as the Trustee, in the Trustee's discretion, deems proper; repay or provide for the repayment of any borrowed funds from the principal or the income of the trust estate, in the discretion of the Trustee; collect or provide for the collection of any loaned funds; secure the repayment of any borrowed funds by mortgage, deed of trust or pledge of all or any portion of the trust estate; execute or continue any guaranty of any loan to or for the benefit of the trust estate or any beneficiary; and secure the obligations of any guaranty by mortgage, deed of trust or pledge of all or any portion of the trust estate.

13. Transactions with Others

Hold as an asset of the trust estate an undivided interest in property in which any other person (including, but not limited to, any other trust estate of which the Trustee may also be Trustee) has an undivided interest, and deal with any other such trust estate and, in the discretion of the Trustee, to obligate the trust estate jointly with any other such trust estate, and commingle the funds and assets of the trust estate with those of any other trust estate, provided the Trustee shall keep and maintain full and accurate records reflecting the interest of each such trust estate.

14. Merger of Trusts

Merge any trust estates being held for the benefit of the same beneficiary (under this or any other instrument and regardless of whether or not the grantors are the same) into one single trust estate, if, in the opinion of the Trustee (a) the terms of such trusts are substantially identical, or (b) such a merger can be effected without materially adversely affecting the interests of such beneficiary or beneficiaries. Before taking such action, the Grantor suggests the Trustee obtain advice from legal counsel regarding the income, estate, and GST tax effect(s) of a proposed merger.

15. Custodian for Minor Beneficiary

Appoint a custodian for any minor beneficiary under the Uniform Transfers to Minors Act (or any similar law) of any state, and pay over and deliver to such custodian, free from trust, all or any portion of any distribution from such minor beneficiary's share of the trust estate in the sole and absolute discretion of the Trustee. The receipt of such custodian shall fully discharge the Trustee from any further liability with respect to any such distribution.

16. Deferral of Final Distribution

Defer the distribution of the trust estate for a reasonable period of time after termination of any trust, in the discretion of the Trustee, until all matters pertaining to such trust estate have been settled. Meanwhile, the Trustee may continue to exercise all powers of sale, investment and other powers conferred upon the Trustee, until final distribution of such trust estate.

17. Collection of Life Insurance and Other Benefits

Collect the proceeds of all life insurance policies, benefit plans or other benefits or amounts that may be payable to the Trustee or owned by the Trustee as part of the trust estate. For such purposes, the Trustee shall have full power and authority to (a) execute and deliver any receipt or other voucher; (b) institute any suit or suits at law or in equity in order to enforce such policies; and (c) in the case of controversy or litigation over collection, to adjust, compromise, or otherwise settle any controversy or contest concerning such policies or the collection of such amounts.

With respect to insurance insuring the life of any beneficiary of any trust or any person in whom any beneficiary has an insurable interest: (a) acquire by gift, bequest, purchase or otherwise, as an asset of the trust, one or more of such insurance policies, which policies shall be payable to the trust; (b) exercise any right, power or discretion with respect to the acquisition, retention, disposition or maintenance in force of any policy held in trust, and any incident of ownership with respect to any such policy, including but not limited to the powers stated in this paragraph; (c) receive dividends or distributive shares of surplus relating to any such policy in cash, or apply the same to the payment of premiums or to the purchase of additional insurance, including term or paid up insurance, or permit the same to remain on deposit at interest with the respective insurers, and receive such interest or permit it to accumulate; (d) receive from the respective insurers or from any bank or other lender such advances or loans which may be available on account of any such policy or on the security of any such policy; (e) receive surrender values, proceeds of matured endowments, or other lifetime policy benefits; (f) exercise any and all options, elections, rights and privileges granted in such a policy; (g) sell, assign (absolutely or as collateral), pledge or hypothecate any such policy; (h) convert any such policy into an extended term coverage contract, supplementary contract, fully or reduced paid up contract, or into any other form of insurance or annuity; (i) with respect to payment of premiums of any policy held in trust, pay premiums as they become due from any assets held in trust, or prepay for reasonable periods, as may be deemed advisable, any premiums which may be due, or may reasonably be expected to become due; (j) make proofs of death or other proofs as may be necessary to collect the proceeds due by reason of the maturing of any insurance policy or other death benefit payable to the trust; and (k) collect all monies due, and give receipts to any insurer or other entity for amounts payable to the trust as the proceeds of any policy or other death benefit, which receipts shall constitute a complete discharge from further liability of the insurer or other entity making such payment.

18. Environmental Powers

Pay out of the trust estate such amounts as necessary: (a) conduct environmental assessments, audits and site monitoring; (b) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, discharge or contamination; (c) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or Federal agency concerned with environmental compliance or a private litigant; (d) comply with any local, state or Federal agency order or court order directing an assessment, abatement or clean up of any environmental hazard; and (e) employ agents, consultants and legal counsel to assist or perform the foregoing undertakings or actions.

19. Real Property

With respect to any interest in real property constituting any part of the trust estate: (a) improve, manage, protect, develop, acquire additions to, exchange, and abandon any such interest; (b) dedicate to public use or, where legally

permissible, withdraw from such dedication, parks, streets, highways, or alleys; (c) subdivide or re-subdivide any real property; (d) borrow money for the purposes authorized by this paragraph for such periods of time and upon such terms and conditions as to rates, maturities and renewals as the Trustee deems advisable, and mortgage or otherwise encumber all or any part of such property, whether in possession or reversion; (e) lease or sublease all or any part of such property to commence at the present or in the future, upon such terms and conditions, including options to renew or purchase, and for such period or periods of time as the Trustee deems advisable, although such period or periods may extend beyond the duration of the trust involved; (f) make gravel, sand, oil, gas and other mineral leases, subleases, contracts, licenses, conveyances or grants of every nature and kind which are lawful in the jurisdiction in which such property is located; (g) manage and improve timber and forests on such property, sell the timber and forest products, and make grants, leases, and contracts with respect to such property; (h) modify, renew or extend leases; (i) employ agents to rent and collect rents; (j) grant and create easements, and release, convey, or assign any right, title or interest with respect to any easement; (k) erect, make repairs, replacements or improvements, structural or otherwise, or renovate any building or other improvement on any such property, or other property in which the Trustee or a beneficiary has a direct or indirect interest, and alter, raze, remove or demolish any building or other improvement, in whole or part; (l) build, construct and complete any building or buildings on any such property or other property in which the Trustee or a beneficiary has a direct or indirect interest, if the Trustee, in the Trustee's sole and absolute discretion, deems such building or construction to be advisable and proper and in the best interests of the trust estate and the beneficiaries; (m) survey, partition, and adjust boundaries, and make plats of any such property; (n) execute and deliver one or more tenants in common agreements, including any modification or amendment to any such agreements or to any existing tenants in common agreements, regarding any tenancy in common interests which may be a part of the trust estate, assume and discharge all obligations and responsibilities binding upon the Trustee under any such agreements, execute and deliver all instruments authorized or required under any such agreements, and perform such further acts and execute and deliver such further instruments as the Trustee, in the Trustee's sole and absolute discretion, may determine are necessary or desirable in respect to any such tenancy in common interest; and (o) deal with any such real property and every part thereof in all other ways and for such other purposes or considerations as would be lawful for any person owning the same.

20. Business Interests

Continue or participate in the operation of any business or other enterprise, whatever its form or organization ("business") to the extent, upon such terms and conditions, and for such periods of time as the Trustee deems necessary or appropriate, and, in so doing: (a) effect incorporation, dissolution, merger, consolidation or sale of all or substantially all of the assets, either for cash or in exchange for stock or other securities, or make other changes in the form of the

organization of the business, and diminish, enlarge or change the scope or nature of any such business; (b) dispose of any interest and to acquire the interests of others in any such business; (c) contribute to, invest additional capital in and lend money to any such business, upon such terms and conditions as the Trustee shall approve; (d) control, direct and manage any such business, delegate all or any part of the Trustee's power to supervise and operate such business to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the business (or anyone employed by, associated with or interested in the Trustee or any affiliate of the Trustee); (e) hire and discharge officers and employees, fix their compensation and define their duties, and employ, compensate, and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee deems appropriate, including the right to employ any beneficiary, any individual Trustee (or anyone employed by, associated with or interested in the Trustee or any affiliate of the Trustee), in any of the foregoing capacities; (f) pledge other assets of the trust as security for loans made to any such business; (g) retain in any such business such amount of the net earnings for working capital and other purposes of the business as the Trustee deems advisable in conformity with sound business practice, provided such retention does not impair the right of any non-discretionary income beneficiary to receive his or her share of the income from the trust; (h) sell or liquidate all or any part of any such business at such time and place and upon such terms and conditions, including credit, as the Trustee may determine, including a sale to any partner, officer or employer of the business or to any individual Trustee or beneficiary; (i) invest other trust funds in any such business and loan funds from the trust to any such business; and (j) enter into, comply with or carry out the terms of any binding agreement regarding the disposition or acquisition of any interest in a business entity held in the trust estate. In all cases in which the Trustee is required to furnish statements to beneficiaries or to file accounts in any court, it shall not be necessary to itemize business receipts and disbursements and distributions of property, but it shall be sufficient for the Trustee to show in the account a single figure or consolidation of figures. The Trustee shall be permitted to account for money and property received from any such business and any payments made to such business in lump sum without itemization.

21. Partnership Interests

Hold or acquire partnership interests as an asset of any one or more trusts and to form or participate in the formation of one or more partnerships and in connection therewith to contribute trust assets to any such partnership in exchange for an interest therein, and, in so doing: (a) enter into any partnership agreement as a general or limited partner or become a substitute general or limited partner; (b) execute and deliver one or more partnership agreements, including any modification or amendment to any such agreement or to any existing partnership agreements; (c) exercise all rights and powers exercisable by the Trustee as a partner in any such partnership; (d) assume and discharge all obligations and responsibilities binding upon the Trustee as a partner; (e) execute and deliver all instruments authorized or required under any such partnership agreement; (f)

request any such partnership, and any partnership in which the Grantor's estate has an interest, to file an election pursuant to Section 754 of the Code in the case of (i) a distribution of a partnership property pursuant to Section 734 of the Code, or (ii) a partnership transfer as provided in Section 743 of the Code; (g) enter into any such partnership agreement or modification under which taxable income or loss, or any item of taxable income or loss, is specifically allocated to a certain partner or partners pursuant to Sections 702 and 704 of the Code; and (h) perform such further acts and execute and deliver such further instruments as the Trustee may determine, in the sole and absolute discretion of the Trustee, are necessary or desirable in respect to any such partnership interest. Except as otherwise provided in this Trust Agreement, the Trustee shall treat all distributions from partnerships in which the trust estate has an interest as income to the extent permissible under applicable trust accounting standards.

22. Limited Liability Company Interests

Hold or acquire limited liability company interests as an asset of any one or more trusts and to form or participate in the formation of one or more limited liability companies and in connection therewith to contribute trust assets to any such limited liability company in exchange for an interest therein, and, in so doing: (a) execute and deliver to the appropriate governmental office any articles of organization or other instruments related to the formation, organization or operation of a limited liability company; (b) execute and deliver to the appropriate governmental office any instruments required in order to register any such limited liability company to conduct business, operate, or own or control any interest, in any foreign state, nation or territory; (c) enter into any operating agreement or any other agreement related to the formation or operation of any such limited liability company as a member or as an income interest holder or to become a substitute member or income interest holder; (d) execute and deliver one or more operating agreements or any other agreement related to the formation or operation of any such limited liability company, including any modification or amendment to any such agreement or to any existing agreements; (e) exercise all rights and powers exercisable by the Trustee as a member or income interest holder in any such limited liability company; (f) assume and discharge all obligations and responsibilities binding upon the Trustee as a member or income interest holder; (g) execute and deliver all instruments authorized or required under any such operating agreement or any other agreement related to the formation or operation of any such limited liability company; (h) request any such limited liability company, and any limited liability company in which the Grantor's estate has an interest, to file an election pursuant to Section 754 of the Code in the case of a distribution of limited liability company property made pursuant to Section 734 of the Code, or a transfer as provided in Section 743 of the Code; (i) enter into any such operating agreement, or any other agreement related to the formation or operation of any such limited liability company, or any amendment or modification thereto, under which taxable income or loss, or any item of taxable income or loss, is specifically allocated to any member(s) or income interest holder(s) pursuant to Sections 702 and 704 of the Code; and (j) perform such

further acts and execute and deliver such further instruments as the Trustee may determine, in the sole and absolute discretion of the Trustee, are necessary or desirable in respect to any such limited liability company interest.

23. Farming Operations

Operate any farming operation received or acquired by the Trustee and to do any and all things deemed advisable by the Trustee in the management and maintenance of such farm and the production and marketing of the crops and the dairy, poultry, livestock, orchard and forest products from such farm, including, but not limited to, the power to: (a) operate the farm with hired labor, tenants or sharecroppers; (b) lease or rent the farm for cash or for a share of the crops; (c) purchase or otherwise acquire farm machinery, equipment and livestock; (d) construct, repair, and improve farm buildings of all kinds needed, in the Trustee's judgment, for the operation of the farm; (e) make or obtain loans or advances at the prevailing rate or rates of interest for farm purposes, such as for production, harvesting, or marketing, for the construction, repair, or improvement of farm buildings, or for the purchase of farm machinery, equipment or livestock; (f) utilize approved soil conservation practices in order to conserve, improve and maintain the fertility and productivity of the soil; (g) protect, manage and improve the timber and forest on the farm and sell the timber and forest products when it is to the best interest of the trust estate; (h) to ditch, dam and drain any damp or wet fields or other areas of the farm when and where needed; (i) engage in the production of livestock, poultry or dairy products, and to construct such fences and buildings and to plant such pastures and crops as may be necessary to carry on such operations; (j) market the products of the farm; and, (k) in general, employ good husbandry in the farming operation.

24. Natural Resources

With respect to any interests in oil, natural gas, minerals, and all other natural resources, including oil and gas royalties, leases, payments, other oil and gas interests and any other rights of any character associated with any such interests, whether owned in fee, as lessee, lessor, licensee, concessionaire or otherwise, either alone or jointly with others as partner, joint tenant or joint venturer or in any other non corporate manner: (a) make oil, gas and mineral leases or subleases; (b) pay delayed rents, lease bonuses, royalties, overriding royalties, taxes, assessments, and all other charges; (c) sell, lease, exchange, mortgage, pledge or otherwise hypothecate any or all of such rights and interests; (d) surrender or abandon, with or without consideration, any or all of such rights and interests; (e) make farm out, pooling, and unitization agreements; (f) make reservations or impose conditions on the transfer of any such rights or interests; (g) employ the most advantageous business form in which properly to exploit such rights and interests, whether as a corporation, a general or limited partnership, a mining partnership, a joint venture, a co tenancy, or otherwise; (h) drill, test, explore, mine, develop and otherwise exploit any and all such rights and interests; (i) produce, process, sell or exchange all products recovered through the exploitation of such rights and interests, and to enter into contracts and

agreements for or in respect of the installation or operation of absorption, reprocessing or other processing plants; (j) carry any or all such interests in the name or names of a nominee or nominees; (k) to the extent permitted by law, delegate to the operator of such property any or all of the powers set forth in this subparagraph; (l) employ personnel, rent office space, buy or lease office equipment, contract and pay for geological surveys and studies, procure appraisals; and (m) generally to conduct and engage in any and all activities incident to the foregoing powers, with full power to borrow and pledge in order to finance such activities, together with the power, in accordance with applicable law, to allocate between principal and income the net proceeds received as consideration, whether as royalties or otherwise, for the permanent severance from lands of oil, natural gas, minerals, and all other natural resources. In the exercise of the foregoing powers, the Trustee shall have the right to rely on the judgment and recommendations of the operators of such property and the Trustee need not make an independent investigation before acting on their reasonable recommendations.

25. Personal Residence

If a personal residence is or becomes an asset of any trust under this Trust Agreement, the Primary Beneficiary of such trust may occupy such residence during such Primary Beneficiary's lifetime, free of rent. The Trustee may, in its discretion, pay all real estate taxes, mortgage installments, insurance premiums, repair bills, and other expenses necessary to keep the residence and grounds in proper condition. Such payments may be made out of income to the extent that income is not otherwise distributed, and may be made out of principal to the extent that income is not available for the purposes specified.

D. Early Termination of Trust

Subject to any express limitation provided with respect to the trust estates, or any specific trust estate, created under this Trust Agreement, the Trustee (other than a Trustee who is an income beneficiary) may terminate any trust estate or merged trust estate and distribute the property then constituting such trust estate, free from trust, to the beneficiary for whom the trust was created (and in the case of a minor beneficiary, to a custodian for such beneficiary under the Uniform Transfers to Minors Act or any similar law of any state) if, as and when the fair market value of such property is not sufficient, in the opinion of the Trustee, to make it economical, prudent or wise to continue to administer such trust estate as a separate trust estate. Notwithstanding the above and any contrary provision of this Trust Agreement or any applicable state law to the contrary, to the maximum extent not prohibited under applicable state law, neither this Trust Agreement nor any provision regarding any trust estate created under this Trust Agreement may be modified or terminated by a court solely upon the consent of the beneficiaries of such trust.

E. Limitation on Powers

Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to trustees generally pursuant to law shall be construed to enable the Grantor,

the Trustee, or any other person, to purchase, exchange or otherwise deal with or dispose of all or any part of the principal or income of any trust for less than an adequate consideration in money or money's worth, or to enable the Grantor or any other person to borrow all or part of the principal or income of any trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of any trust, to control the investment of any trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of any trust by substituting other property of an equivalent value, except as expressly authorized in Article XII.C.2. Except as expressly authorized in Article XII.C.3, nothing contained herein shall be construed to enable the Grantor, the Trustee or any other person to add to the beneficiary or beneficiaries designated to receive the income or principal of any trust.

F. Purchase of Assets from or Loans to Estate of Grantor

At any time after the Grantor's death, the Trustee may purchase with trust funds any property tendered to it by the Personal Representative of the Grantor's estate or by the trustee of any other trust estate created by the Grantor, at the fair market value of such property at the time of purchase. In the case of uncertainty as to the fair market value of any such property, it shall be determined by agreement between the Trustee and such Personal Representative or trustee, whose determination as to such value shall be binding and conclusive upon all persons claiming any interest under this Trust Agreement, or if they fail to so agree, such fair market value shall be determined by an appraiser to be agreed upon and appointed by them. The Trustee may also at any time after the Grantor's death make loans to the Grantor's estate or to any other trust estate created by the Grantor, on such terms and conditions and with such security, if any, as the Trustee determines. The foregoing authority is granted without regard to whether the Trustee may also be serving as such Personal Representative or trustee of such other trust estate.

X. SPECIAL TRUSTEE PROVISIONS

A. Special Trustee

1. Initial Special Trustee

The Grantor's advisor, _____, shall serve as the initial Special Trustee to exercise the powers granted exclusively to the Special Trustee under this Trust Agreement. The Special Trustee acting at any time shall have the right to appoint his or her own successor (either immediately or in the future upon any stated contingency), to exercise the powers granted exclusively to the Special Trustee under this Trust Agreement. If _____ becomes unable or unwilling to serve as Special Trustee, and he has not designated a successor Special Trustee, or if none of the successor Special Trustees so designated remains willing and able to serve as Special Trustee hereunder, then the Chairperson of the Estate Planning, Trusts and Estates Department of HUSCH BLACKWELL SANDERS LLP, St. Louis, Missouri, or its legal successor, or an individual designated by said Chairperson, shall serve as the successor Special Trustee, to exercise the powers granted exclusively to the Special Trustee under

this Trust Agreement. If at any time there is no Special Trustee acting, the powers of the Special Trustee shall not be exercisable.

2. Resignation of Special Trustee

Any Special Trustee may resign as the Special Trustee of any trust at any time, upon the giving of thirty (30) days written notice of such Special Trustee's intention to resign, duly signed and delivered to the Trustee of such trust. Upon such resignation, the Special Trustee shall stand fully discharged and released from any further liability or responsibility under this Trust Agreement except as provided in Article X.A.3 ("Exoneration of Liability of Special Trustee").

3. Exoneration of Liability of Special Trustee

The power of amendment granted herein is within the sole and absolute discretion of the Special Trustee to be exercised in accordance with the Special Trustee's best judgment under the circumstances and without any requirement to balance the possible conflicting interests of the various permissible beneficiaries, both present and contingent. No Special Trustee shall be liable for any mistake in judgment in the making of any decision made by the Special Trustee, so long as any such decision is made in good faith. Absent bad faith amounting to willful malfeasance, the Special Trustee is hereby exonerated from any and all liability for the acts and omissions of any fiduciary or beneficiary hereunder or arising from any exercise or non-exercise of the powers and discretions conferred upon the Special Trustee under this Article. The Grantor does not intend that the Special Trustee have any responsibility to review trust affairs or otherwise be proactive in determining the circumstances in which the exercise of the Special Trustee's authority may be appropriate.

4. Special Trustee's Liability for Actions of Predecessor

No Special Trustee shall have any liability for the acts or omissions to act of any predecessor fiduciary, and in accepting the trust estate, no Special Trustee shall have any obligation to audit the accounts of any predecessor fiduciary.

5. Special Trustee Indemnified

Any Special Trustee of any trust under this Trust Agreement shall be indemnified and reimbursed from the trust estate for any loss, damage, liability or expense incurred or sustained by such Special Trustee, in an individual or fiduciary capacity, by reason of any act or failure to act of such Special Trustee for or on behalf of and in furtherance of the trust. However, the protection provided by this paragraph shall not apply to any loss, damage, liability or expense incurred or sustained by the Special Trustee from which the Special Trustee is not exonerated hereunder.

6. Compensation

Each Special Trustee shall be entitled to receive reasonable compensation for services as Special Trustee, and shall be reimbursed for the reasonable and necessary expenses incurred in the performance of duties as such.

7. Limitation

Notwithstanding any other provision of this Trust Agreement, neither the Grantor, the Grantor's wife, nor any other beneficiary shall act as Special Trustee, and neither the Grantor, the Grantor's wife, nor any other beneficiary shall have the right to appoint a Special Trustee or to remove a Special Trustee.

B. Special Trustee Powers to Amend

1. Express Powers to Amend

Subject to any limitations provided in the remainder of this Article, the Special Trustee, acting at any time, shall have the express power to amend any provision of this Trust Agreement as it applies to any specific trust, if the Special Trustee deems that such amendment shall be necessary or advisable for any of the following reasons:

a. Situational Changes

To adjust for changes in (i) the tax laws applicable to the trust or to property which may be owned by or payable to the trust, (ii) the Grantor's family situation, (iii) the value and stability of the trust assets, or (iv) other facts or circumstances, in order to carry out the general intent of the Grantor in creating the trust;

b. Undesirable Tax Consequences

To avoid undesirable tax consequences which otherwise might occur, to protect trust assets from the claims of a beneficiary's spouse or creditors, or to protect trust assets from being deemed a resource to a beneficiary so as to preclude the availability of governmental resource payments (including SSI and Medicaid), even if not resulting from any changes described in Article X.B.1.a ("Situational Changes"); or

c. Clarity

To improve the clarity and ease of administration of the provisions contained in this Trust Agreement.

2. Additional Powers

The power of amendment granted in this Article shall include, by way of example and not limitation, the following powers:

a. Distribution Standards

Changing the standards upon which a determination is made to make income or principal distributions to a beneficiary.

b. Powers of Appointment

Creating, limiting or deleting powers of appointment (either general or limited) in one or more beneficiaries even if the creation of such power would cause trust assets to be included in such beneficiary's estate for Federal estate tax or generation-skipping transfer tax purposes.

c. Timing of Distributions

Altering the timing or amount of any income or principal distributions to a trust beneficiary, including, but not limited to, the ability to extend or shorten the term of any trust, or to withhold principal distributions from a trust if, at the time such distribution is to be made, any of the following situations apply to the trust beneficiary to whom the distribution is to be made: (i) there is a pending divorce of the beneficiary; (ii) a judgment has been rendered against the beneficiary; (iii) there are bankruptcy or insolvency proceedings pending with respect to the beneficiary; (iv) the beneficiary is physically, mentally or emotionally unable to properly and responsibly administer the assets to be distributed; (v) the income or estate tax situation of the beneficiary is such that the distribution to the beneficiary would be disadvantageous; (vi) the trust estate is otherwise exposed to a claim of the beneficiary's spouse or creditors; or (vii) the availability of the assets of the trust estate would otherwise render a trust beneficiary ineligible for governmental resource benefits, or limit the amount of such otherwise available benefits.

d. Administrative Powers

Changing any Trustee power or administrative provision, and changes necessary to cause the trust to not be treated as a "grantor trust" under Section 671 of the Code for Federal income tax purposes.

e. Other Conferred Powers

Effecting any power expressly conferred upon the Special Trustee under any other provision of this Trust Agreement.

3. Restrictions

However, the power to amend given under this Article is expressly limited by the following restrictions, and shall never be exercised in a manner which would result in the violation of any of such restrictions:

a. Special Trustee

No portion of the trust estate shall ever be distributed to or otherwise vest in the Special Trustee or in any person or entity other than an already existing present or future beneficiary of such, nor shall this power to amend be exercised in a manner which would create (or otherwise constitute) a general power of appointment in the Special Trustee, under Section 2041 of the Code.

b. Disqualifications

Except as provided in this Article, the Special Trustee shall not make any change that would have the effect of disqualifying any trust which, prior to the amendment, qualified for any substantial deduction, credit, exclusion or other tax benefit (such as, for example, any marital or charitable deduction, a Section 2032A election, a Section 2033A election, a generation-skipping transfer tax exemption, the opportunity to hold S Corporation stock, or grandfathered status for any such benefits under prior law).

c. Trustee Appointments

The Special Trustee has no power to appoint himself or herself as Trustee or Co-Trustee of any trust hereunder.

d. Notice Requirements

No amendment made by the Special Trustee pursuant to the provisions of this Article shall be effective until sixty (60) days have elapsed from the date written notice of such amendment, given by the Special Trustee to the Notice Recipients (hereinafter defined), is acknowledged in writing by the Notice Recipients. The term "Notice Recipients" shall mean (i) the Trustee of the affected trust estate, (ii) the beneficiaries (the then-current permissible recipients of income or principal) of the affected trust estate, and (iii) the Grantor, if the Grantor is then living and competent. However, such sixty (60) day period shall be waived if all of the Notice Recipients elect in writing to waive such period (with the Trustee of the affected trust estate acting by majority vote and the beneficiaries of the affected trust estate acting by majority vote, with the parent or legal or natural guardian(s) acting for any such beneficiary who is then Disabled).

e. Removal of Restrictions

None of the restrictions provided for in this Article may be removed or avoided by means of an amendment to this Trust Agreement.

4. Release of Powers

At any time, any Special Trustee holding the power to amend granted under this Article shall have the power to release or further limit any or all of such powers to

amend. Any such release or limitation shall be irrevocable, and shall be in writing delivered to the Trustee then acting and kept with the trust records.

XI. WITHDRAWAL RIGHTS

When any transfer is made to this trust, the donor of such transfer shall have the right to provide, by written notification delivered to the Trustee (in substantially the form attached to this Trust Agreement as Exhibit A), the extent (if any) to which such transfer shall be subject to withdrawal by one or more beneficiaries under this Trust Agreement, the amount each such beneficiary may withdraw with respect to such transfer, and the manner in which such withdrawal right may be validly exercised. Any such notification may, by its terms, be effective as to subsequent transfers to this trust by or on behalf of such donor, unless and until a subsequent amendatory notification is received by the Trustee from such donor, or until such original notification is revoked by the donor. If, at the time of any such transfer, the notification given (or in effect) does not identify the beneficiaries who shall possess withdrawal rights with respect to such transfer, or otherwise provide for the manner and time limit for exercising any such withdrawal right, then the following provisions shall apply to such transfer.

A. Right to Withdraw Contributions

Each beneficiary given a withdrawal right with respect to such transfer, pursuant to either the donor's written notification to the Trustee or the following provisions of this paragraph, shall have the right to withdraw any part or all of his or her proportionate share of such transfer. A beneficiary's proportionate share of a transfer shall mean the amount specified to be subject to withdrawal by such beneficiary in the donor's written notification to the Trustee applicable to such transfer, or if the donor did not specify specific amounts to be subject to withdrawal by the beneficiaries then each beneficiary's proportionate share shall be equal to the total transfer subject to withdrawal divided by the number of beneficiaries who have a right of withdrawal with respect to the transfer. If, at the time of any such transfer, the notification given (or in effect) does not identify the beneficiaries possessing withdrawal rights with respect to such transfer, or if no such notification was given or is in effect with respect to such transfer, then each of the current permissible distributees of either income or principal of the trust shall have a right of withdrawal with respect to such transfer.

B. Limitation on Withdrawal Right

Notwithstanding the provisions of Article XI.A ("Right to Withdraw Contributions"), during any calendar year, no beneficiary shall have the right to withdraw (1) any transfer made to this trust as a result of the death of the Grantor or any other person, or (2) any transfer made by a donor to the extent that the transfer is in excess of the amount for which the donor, individually, or the donor and such donor's spouse (by virtue of such spouse's consent under Code Section 2513), if any, could claim a gift tax exclusion with respect to such beneficiary under Code Section 2503(b), determined as of the date of transfer, after taking into consideration all previous gifts made to such beneficiary from such donor and such donor's spouse during the same calendar year. To the extent a beneficiary's withdrawal right is limited by the provision of item (2) of the immediately preceding sentence, the amount of such beneficiary's proportionate share of the transfer in excess of such limitation shall be added proportionally to the withdrawal rights of the

other beneficiaries given a withdrawal right with respect to such transfer; subject, however, to the limitation of item (2) of the immediately preceding sentence. If any donor's spouse is a beneficiary entitled to withdraw a portion of such donor's transfer to the trust estate, the aggregate withdrawal rights of such spouse in any calendar year shall not exceed the "5&5 Amount" as defined in Article XI.F.

C. Notification of Withdrawal Right

It shall be each donor's responsibility to notify the beneficiaries of any transfer made by such donor to the trust estate and the extent to which each beneficiary has a withdrawal right with respect to such transfer. If for any reason a donor shall be unable to do so, the Trustee may provide such notification to the beneficiaries on the donor's behalf.

D. Exercise of Withdrawal Right

Each beneficiary shall have the absolute right and power from the date of transfer and until the end of thirty (30) days following the beneficiary's receipt of notification of a transfer to demand immediate distribution to himself or herself of all or any portion of the amount subject to withdrawal by such beneficiary, by written instrument delivered to the Trustee.

E. Satisfaction of Withdrawal

Upon receipt by the Trustee of a written instrument of demand within the specified withdrawal period, the Trustee shall satisfy the withdrawal right by distributing to the beneficiary exercising such right, in the discretion of the Trustee, (1) the beneficiary's proportionate share of the actual property transferred to the trust or (2) other assets in the trust estate equal in value to the amount so demanded.

F. Lapse of Withdrawal Right

To the extent that any withdrawal right has not been exercised by the end of the specified withdrawal period, such right shall thereupon lapse, and the beneficiary shall forever cease to have any further right of withdrawal with respect to such transfer. Notwithstanding the foregoing, as to each beneficiary, no withdrawal right granted under this Article shall lapse to the extent that the amount of such withdrawal right, when added to the total value of all rights or powers of appointment or withdrawal held by such beneficiary that have previously lapsed during the same calendar year, will exceed the "5&5 Amount," which is defined as the greater of five thousand dollars (\$5,000) or five percent (5%) of the aggregate value of the assets out of which, or the proceeds of which, the exercise of such rights or powers could be satisfied. To the extent any lapse of a withdrawal right under this Article would cause the amount subject to withdrawal by a beneficiary to exceed the 5&5 Amount, such right shall not lapse during such calendar year, but shall thereafter lapse (1) on the first day of January of any subsequent calendar year, to the extent such lapse would not exceed such limitation, provided, however, that if such limitation would otherwise be exceeded, such unlapsed right or rights shall lapse in the order in which the transfers were made to which such right or rights apply, beginning with the earliest of such transfers; or (2) at the beneficiary's death, whichever shall first occur.

G. Forfeiture of Withdrawal Right

Each beneficiary shall immediately forfeit all rights of withdrawal upon (1) making an assignment for the benefit of his or her creditors, (2) filing a voluntary petition in bankruptcy, (3) being adjudicated a bankrupt or an insolvent, or (4) consenting to or acquiescing in the appointment of a trustee or receiver of all or any substantial part of his or her assets or properties.

H. Beneficiary Under Legal Disability

With respect to any beneficiary who is under age eighteen (18) or who is under some other legal disability, any action to be taken by such beneficiary may be taken on the beneficiary's behalf by either of such beneficiary's parents (other than the donor) or by the beneficiary's legal guardian or other legal representative.

I. Limitation on Other Distributions

Notwithstanding any other provision of this Trust Agreement, no distribution shall be made by the Trustee from any trust estate created under this Trust Agreement at any time or in any manner that would limit or restrict any unexercised right of withdrawal, pursuant to this Article, that has not lapsed.

J. Grantor's Intent

It is the intent of the Grantor that any withdrawal right granted to any beneficiary under this Article shall qualify any direct or indirect transfer to the trust estate for such beneficiary as a gift of a present interest that qualifies for the gift tax annual exclusion under the Code in effect at the time of such transfer. All provisions of this Trust Agreement shall be interpreted and administered in a manner that is consistent with this intent.

XII. TAX RELATED PROVISIONS

A. Provisions Relating to Marital Trust

1. Intent to Qualify for Marital Deduction

It is the Grantor's intent that the Marital Trust and any distribution made to the Marital Trust shall fully qualify for the allowance of a marital deduction to the Grantor's estate for Estate Tax purposes. Therefore, all provisions of this Trust Agreement, including those granting powers of management and control of trust assets to the Trustee, shall be construed and administered so as to carry out this intent, and any provision inconsistent with this intent shall be void. No power or discretion granted to the Trustee or to any other person shall be exercised or exercisable with respect to the Marital Trust except in a manner consistent with this intent. Specifically, no provision of this Trust Agreement shall be deemed in any manner to (a) limit the right of the Grantor's wife to receive, or have used and applied for the exclusive benefit of the Grantor's wife, the entire income of the Marital Trust, so long as the Grantor's wife shall live, or (b) during the lifetime of

the Grantor's wife, allow any person, including the Grantor's wife, to appoint any part of the Marital Trust to any person other than the Grantor's wife.

2. Conversion of Unproductive Property

If, at any time during the life of the Grantor's wife, the Marital Trust contains any assets which are unproductive of income, the Grantor's wife shall have the right, by written instrument delivered to the Trustee, to require the Trustee of the Marital Trust to dispose of such property and to reinvest the proceeds in productive property.

3. Portion of Marital Trust Not Elected for Marital Deduction

If the Grantor's wife survives the Grantor and the Personal Representative of the Grantor's estate does not elect to qualify all of the property of the Marital Trust for either the Federal estate tax marital deduction or any state estate tax marital deduction, the Trustee shall pay all incremental Estate Taxes incurred as a result of such partial election or elections from that portion of the Marital Trust as to which such election or elections was or were not made.

4. Division of Trust Estate Due To Partial Election

If the Personal Representative of the Grantor's estate shall make an election under Section 2056(b)(7) of the Code to treat only a portion of the Marital Trust as qualified terminable interest property for Federal estate tax purposes, or shall make different elections for Federal and state purposes, the Trustee may, in the Trustee's sole and absolute discretion, divide such trust into two or more separate and independent trust estates (according to the fair market value of such property at the time of division), in order to create separate trusts in accordance with such partial or different elections. The dispositive, administrative and other governing provisions of each such separate and independent trust shall be identical to such provisions of the original Marital Trust prior to such division. Such division shall be made with such formalities and in such manner as will comply with the applicable requirements of the Code and Treasury Regulations. It is the Grantor's expectation that distributions of principal shall be made to the Grantor's wife first from the trust or trusts as to which both a Federal and a state election were made (each, a "Dual QTIP Trust"), until such principal is exhausted, then from the principal of the trust or trusts as to which only a Federal election was made (each, a "Federal QTIP Trust"), until such principal is exhausted, then from the principal of the trust or trusts as to which only a state election was made (each, a "State QTIP Trust"), until such principal is exhausted, and then from the principal of the trust or trusts as to which no election was made. All distributions of principal which may have been made prior to any such division shall be charged against the separate trust or trusts in a similar manner.

5. Wife's Rights Under Marital Trust

The provisions of this paragraph are expressly made subject to the absolute and unqualified right of the Grantor's wife, or any duly appointed legal representative

acting on behalf of the Grantor's wife, at all times during the continuance of any Marital Trust herein created, by request in writing to the Trustee, to require the distribution to the Grantor's wife or to such legal representative, whichever may be the case, of the entire income of such trust. Upon receipt of such written request, the Trustee shall pay over to the Grantor's wife, or to such legal representative, the entire income of such trust estate not previously distributed or used and applied for the benefit of the Grantor's wife.

6. Payment of Taxes

To the extent that the provisions of this Article XII.A.6 are not inconsistent with the Grantor's intent, as expressed in the foregoing provisions of this Article, all taxes payable upon the death of the Grantor's wife attributable to the inclusion in the gross estate of the Grantor's wife, for Estate Tax purposes, of the trust estate of the Marital Trust shall be paid as follows: (i) first, from any Dual QTIP Trust; (ii) second, from any Federal QTIP Trust; and (iii) third, from any State QTIP Trust.

B. General Tax Provisions

1. Division of Trusts

The Trustee, in the Trustee's sole and absolute discretion, may divide any specific trust estate into two or more separate and independent trust estates as necessary or desirable for non tax or tax purposes, including but not limited to, providing for one such trust estate (the Exempt Trust) with an inclusion ratio of zero (0) and the other such trust estate (the Non Exempt Trust) with an inclusion ratio of one (1) for generation-skipping transfer tax purposes. The dispositive, administrative and other provisions of each such separate and independent trust shall be identical to those for such trust estate in the absence of any such division, except that the right to receive a pecuniary amount (such as the right to receive an annuity or withdraw a pecuniary amount) shall be equal to the product of said pecuniary amount multiplied by a fraction, the numerator of which is the fair market value of the trust estate of the particular separate and independent trust on the date it is created and the denominator of which is the fair market value of the trust estate of the trust from which said separate and independent trust was created as determined immediately preceding the division of said trust into two or more separate and independent trusts. Such a division shall be made with such formalities and in such manner as will comply with the requirements of applicable Federal Treasury Regulations, rulings and governing case law. If such Treasury Regulations do not prescribe any formalities for such division, the Trustee shall execute an appropriate instrument specifying the facts and the manner of such division and shall deliver such instrument to the income beneficiary or beneficiaries (with the legal or natural guardian(s) acting for any such beneficiary who is then Disabled). It is the Grantor's expectation that, if such division is made for generation-skipping transfer tax purposes, no distribution of principal should be made from the Exempt Trust to a non skip person until the Non Exempt Trust has been exhausted.

2. Conditional General Power of Appointment

If, upon the death of a beneficiary, the property of any separate trust under this Trust Agreement would be subject to a Federal generation-skipping transfer tax, and if inclusion of all or any portion of such property in the beneficiary's estate for Federal estate tax purposes would reduce the amount of all transfer taxes to be paid at the death of the beneficiary, the Trustee shall distribute so much of the Appointive Property (hereinafter defined) to the creditors of the beneficiary's estate, in such portions, amounts and manner, as the beneficiary may appoint by will by specific reference to this power of appointment. The term "Appointive Property" shall mean the minimum amount of property of such separate trust the existence of such power over which would cause the beneficiary's estate, such separate trust, and any transferee of property of such separate trust to incur, in the aggregate, the least possible amount of Federal estate taxes and generation-skipping transfer taxes as a result of the death of the beneficiary, such amount to be determined without regard to any marital or charitable deduction otherwise available for such Federal estate tax purposes. If or to the extent such power of appointment is not effectively exercised, the Appointive Property shall be distributed pursuant to the remaining provisions governing such trust, including the beneficiary's exercise of any power of appointment thereunder.

3. Exclusion from Gross Estate

It is the Grantor's intention that no part of the value of the property of any trust estate nor any policies of insurance owned by any such trust estate be includible in the Grantor's gross estate for Federal estate tax purposes. Further, absent application of Article XII.B.2 ("Conditional General Power of Appointment"), it is the Grantor's intention no part of the value of the property of the separate trusts created under this Trust Agreement be includible in any beneficiary's gross estate for Federal estate tax purposes. Therefore, notwithstanding any other provision of this Trust Agreement, all provisions of this Trust Agreement shall be construed, limited and applied to prevent such inclusion. Any provision of this Trust Agreement which cannot be so construed, limited or applied and which is inconsistent with such intention shall be void.

4. Reversion to Grantor Prohibited; Legal Support Obligations

Notwithstanding any other provision of this Trust Agreement, in no event shall any portion of the principal or income of any trust estate revert or be distributed to the Grantor or the Grantor's estate, be applied or distributed in a manner which satisfies, discharges or mitigates any legal obligation (including an obligation of support) of the Grantor, nor otherwise be used or applied for the benefit of the Grantor.

5. Payment of Taxes

In the event any portion of the proceeds of any policy of insurance held in the trust estate, or any other trust property, is included in the Grantor's estate for

Federal or state estate or inheritance tax purposes, the following tax payment provisions shall apply:

(i) The Trustee shall pay, from the trust estate, that portion of such taxes imposed on the estate of the Grantor which represents the excess in such taxes over the amount of taxes which would have been payable if no portion of such proceeds or other trust property had been included in the Grantor's taxable estate.

(ii) The provisions of this subparagraph shall apply notwithstanding any general tax clause contained in the Grantor's will or in any other trust agreement created by the Grantor, and the Trustee shall not seek reimbursement or contribution from any person, entity or other source for any such taxes so paid.

(iii) The payments required by this subparagraph may be made to the Personal Representative of the Grantor's estate for the purposes intended, or may be made directly to the governmental agency to whom the obligation to be discharged shall be payable.

(iv) The payments required by this subparagraph may be made to the Personal Representative of the Grantor's estate for the purposes intended, or may be made directly to the governmental agency to whom the obligation to be discharged shall be payable.

(v) All actions taken by the Trustee in the exercise of the powers granted in this subparagraph shall be conclusive and binding on all parties in interest. After the death of the Grantor, all other provisions of this Trust Agreement providing for the distribution of trust property shall be subject to the right of the Trustee to withhold any such distribution, in whole or in part, pending the determination by the Trustee of the action to be taken under this subparagraph.

(vi) The Trustee shall have the right to pay, from each trust estate created hereunder, any and all taxes (including interest and penalties) due from such trust estate, including, but not limited to, any generation-skipping transfer taxes due at the death of any beneficiary.

C. Grantor Trust Provisions

It is the Grantor's intention that, during the Grantor's lifetime, this trust shall qualify as a grantor trust under Section 671 of the Code, and therefore the following provisions shall apply, unless the trust is modified by the Special Trustee (or the Trustee, if no Special Trustee is serving) as provided below:

1. Premium Payments

The Trustee shall have the power to apply all or any portion of the income of the trust estate to the payment of premiums on policies of insurance on the life of the Grantor.

2. Substitution of Assets

The Grantor's wife and adult descendants of the Grantor shall each have the power during the Grantor's lifetime, exercisable in a nonfiduciary capacity and without the approval or consent of any person in a fiduciary capacity, to withdraw all or any portion of the trust estate if such individual effecting the withdrawal shall simultaneously substitute other property of an equivalent value. This power of withdrawal and substitution may be exercised by the Grantor's wife and/or adult descendants of the Grantor upon delivery of written notice of intent to exercise such power to the Trustee and the Grantor. Notwithstanding the above, such power of withdrawal shall not extend to any general partnership interest in any limited partnership which may constitute an asset of the trust estate if the Grantor's wife and/or adult descendants of the Grantor are also partners in such partnership. In addition, no individual shall have the power to acquire from the trust estate any life insurance policy insuring his or her own life to the extent that such a power of substitution would constitute an "incident of ownership" in such policy within the meaning of Section 2042 of the Code.

3. Power to Add Charitable Beneficiaries

During the Grantor's lifetime, the Special Trustee shall have the power, in the sole discretion of the Special Trustee, to add as a beneficiary of the trust any Charitable Organization. Such power shall be exercised by written instrument signed by the Special Trustee and delivered to the Trustee and Grantor. Any Charitable Organization so selected shall receive income or principal from the trust estate from time to time in such amount or amounts as the Trustee, in the Trustee's sole discretion, shall determine.

4. Limited Power to Amend

The Special Trustee shall have the power at any time to amend this Trust Agreement as necessary so that (i) the Trustee may not apply the income of the trust estate to the payment of premiums on policies of insurance on the life of any one or more persons, including the Grantor; (ii) the Grantor's wife and the adult descendants of the Grantor may no longer substitute assets as provided in subparagraph (2) above; and (iii) the Special Trustee may no longer add charitable beneficiaries as provided in subparagraph (3) above. Any such amendment to this Trust Agreement shall be made by written instrument signed by the Special Trustee and maintained with the records of this trust, a copy of which will be delivered to the Trustee and the Grantor. If no Special Trustee is serving, the Trustee shall be authorized to exercise the powers granted under this subparagraph.

5. Conclusive and Binding

All actions taken by the Trustee in the exercise of the discretion and powers granted in this Article shall be conclusive and binding upon all parties in interest.

D. Provisions Applicable to Trust with S Corporation Stock

1. Power to Elect Treatment as Electing Small Business Trust

a. Election

The Trustee may, in the Trustee's sole and absolute discretion, elect to have any trust created hereunder taxed as an electing small business trust ("ESBT") within the meaning of Section 1361 of the Code, provided that such trust meets all of the requirements for an ESBT. Such election statement, if filed, shall be made timely and in the proper manner as provided by Internal Revenue Service guidelines.

b. Division of Trust

If a portion but less than all of a trust created hereunder consists of S Corporation stock in one or more S Corporations and an ESBT election is in effect or is contemplated, the Trustee, in the Trustee's sole and absolute discretion, may divide such trust estate into separate trusts. Such division shall be made in the same manner as provided in the following paragraph of this Article.

c. Trustee

No Trustee of an ESBT created pursuant to this paragraph shall be a foreign Trustee, and furthermore, the Trustee shall take no action that causes any ESBT to be classified as a foreign trust.

2. Division of Trusts Receiving S Corporation Stock

If any S Corporation stock is to be distributed to the trust estate of any trust which would not otherwise qualify as a permissible S Corporation shareholder under the applicable provisions of the Code, the Trustee may hold such stock in a separate trust estate for the benefit of the same beneficiaries, to be known as an S Corporation Trust. The Income Beneficiary of each S Corporation Trust shall be the person for whom such trust was created. If there would otherwise be more than one Income Beneficiary of any such S Corporation Trust, the Trustee shall further divide such trust estate as necessary to create a separate S Corporation Trust for each such Income Beneficiary. The provisions of each S Corporation Trust shall be identical to the provisions of the trust to which such stock would otherwise have been distributed, except for the following special provisions:

All of the net income of the S Corporation Trust shall be distributed to the Income Beneficiary of such trust, in convenient installments, at least annually.

No distributions of principal shall be made from the trust estate to any person other than the Income Beneficiary.

The Income Beneficiary's income interest in the S Corporation Trust shall terminate on the earlier of the Income Beneficiary's death or the termination of the S Corporation Trust.

If the S Corporation Trust terminates prior to the death of the Income Beneficiary, then upon such termination, the remaining principal and accumulated income of the trust estate shall be distributed to the Income Beneficiary.

It is the Grantor's intent that any S Corporation Trust created pursuant to this paragraph shall qualify as a trust permitted to hold S Corporation stock pursuant to the provisions of Section 1361 of the Code.

XIII. GENERAL TRUST PROVISIONS

A. Purpose of Trust

The primary purpose of this trust is to provide funds to meet the liquidity demands that may confront the beneficiaries of the trust at the death of the Grantor. Such demands are impossible to predict because of uncertainties as to the other assets that may then be available, the debts and taxes that may be due, and the cash needs that may remain outstanding to maintain business enterprises in which the Grantor may invest. The Grantor believes that the best technique to ensure that cash will be available to meet those uncertain liquidity demands is for the Trustee to invest trust assets in life insurance on the life of the Grantor. The Grantor recognizes that, in the long run, life insurance may not yield as high a rate of return as other available investments, or that it may even experience a negative rate of return (a loss of principal); however, the benefits of life insurance investments, including the larger payment (compared to other investments) if the Grantor should die short of the Grantor's normal life expectancy, outweigh the possibility of a lower yield in the long run. By this paragraph, the Grantor does not intend to reserve any right to control or direct the Trustee, and the decision on trust investments is expressly reserved exclusively to the Trustee.

B. Life Insurance on Life of Trustee

Notwithstanding any other provision of this Trust Agreement, any power, authority or discretion with respect to any policy or policies of insurance held in a trust estate and insuring the life of a person who is acting as Trustee of such trust estate, shall be exercisable only by the Trustee or Trustees other than the insured Trustee. If no other Trustee is then acting, the next successor Trustee shall exercise any such power, authority and discretion with respect to any such policy or policies. In no event shall such power be exercised by the insured Trustee.

C. Survivorship

If the Grantor and the Grantor's wife die under such circumstances that the order of their deaths cannot be established by proof, or if the Grantor's wife survives the Grantor by any period of time whatsoever, the Grantor's wife shall be considered to have survived the Grantor. Any other beneficiary who dies within ninety (90) days after the Grantor's death shall be considered to have died prior to the Grantor's death.

D. Powers of Appointment Exercisable by Beneficiaries

In exercising a power of appointment given to a beneficiary under this Trust Agreement, the beneficiary may appoint outright or in trust. If the appointment is in trust, the

beneficiary may select the Trustee or Trustees, create new powers of appointment in a Trustee or Trustees or in any other appointee, and establish such administrative powers for a Trustee as the beneficiary deems appropriate. The beneficiary may create life estates or other limited interests in an appointee with future interests in favor of other appointees, impose lawful conditions on an appointment, appoint different types of interests to selected appointees, impose lawful spendthrift provisions, and, in general, appoint to or among the permissible appointees in any manner. In determining whether a testamentary power of appointment has been exercised by a beneficiary, the Trustee may conclusively assume that the beneficiary has not validly exercised a power of appointment given hereunder, unless within three months after the beneficiary's death the Trustee has actual notice of the existence of proceedings to probate a Will of the beneficiary validly exercising any such power of appointment. The foregoing provisions shall not limit or qualify any power of appointment given by this Trust Agreement or any right which an appointee or taker in default of appointment may have against any person receiving a distribution from the Trustee irrespective of the place of probate or of the time of discovery of a Will exercising the power or any other action taken in the beneficiary's estate.

Notwithstanding the foregoing, no beneficiary shall exercise a limited power of appointment in favor of any individuals or entities (excluding the beneficiary, his or her estate, his or her creditors, and the creditors of his or her estate) so as to create another power of appointment which can be validly exercised so as to postpone the vesting of any estate or interest in property hereunder or so as to suspend the absolute ownership or power of alienation of such property for a period ascertainable without regard to the date of this Trust Agreement. Nor shall such limited power of appointment apply to any asset, at any time or in any manner, to the extent that such power would cause the asset to be included in the beneficiary's estate or Trustee's estate for Federal estate tax purposes.

E. Additions to Trust Estate

The Grantor (without the necessity of the consent of the Trustee) and any other person or entity (with the consent of the Trustee) may transfer, devise or bequeath additional property to the Trustee of any trust established under this Trust Agreement, by inter vivos or testamentary transfer, or may make the proceeds of any policies of insurance or the death proceeds of employee benefit plans payable to the Trustee of this Trust Agreement. All such property and proceeds shall be added to the trust estate of the designated trust, to be held by the Trustee for the uses and purposes and subject to the terms and conditions set forth in this Trust Agreement. In the case of the transfer of property by inter vivos gift or under the Will of a transferor, such transfer shall be evidenced by the receipt of the then acting Trustee of the affected trust.

F. Governing Law

This Trust Agreement and the administration of all trusts created in this Trust Agreement shall be governed by the laws of the state of the trust situs. The trust situs shall be the State of California unless changed by the Trustee pursuant to this Trust Agreement.

G. Change in Trust Situs

The situs of the property of any trust created under this Trust Agreement may be maintained in any jurisdiction, in the Trustee's sole and absolute discretion, and thereafter transferred at any time or times, without any otherwise required court approval or notice to beneficiaries, to any jurisdiction selected by the Trustee. Upon any such transfer of situs, the trust estate may thereafter, at the election of the Trustee, by written instrument executed by the Trustee and filed with the trust records, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. If the Trustee of any trust created hereunder elects to change the situs of any such trust, the Trustee is relieved of any requirement of having to qualify in any other jurisdiction and of any requirement of having to account in any court of such other jurisdiction.

H. No Contest Provision

Subject to California law, including but not limited to California Probate Code Sections 21310 through 21315 (or any successor statutes), if any person who has been given an interest in a trust estate under this Trust Agreement institutes or joins in (except as a party defendant) any proceeding to contest the validity of this Trust Agreement or any of its provisions, all benefits provided for that person shall be revoked and those benefits shall pass as though the person did not survive the Grantor.

I. Rule Against Perpetuities

Notwithstanding any other provision of this Trust Agreement, unless earlier terminated by the terms of the trust, the termination date of each trust shall be twenty-one (21) years after the death of all the descendants of the Grantor's parents living on the date of this Trust Agreement, or if later, the last day before the date on which the term of the trust must cease under applicable state law. The principal and undistributed income of any trust which terminates as a result of the provisions of this Paragraph shall be distributed, free from trust, to the beneficiary for whom the trust was created (and in the case of a minor beneficiary, to a custodian for such beneficiary under the Uniform Transfers to Minors Act or similar statute of any state).

J. Spendthrift Provision

Neither the principal nor the income of any trust estate created under this Trust Agreement shall be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary. No beneficiary shall have the power to anticipate, encumber or transfer his or her interest in any trust estate in any manner. Nothing in this paragraph shall in any way limit the otherwise valid exercise of any power of appointment given under this Trust Agreement.

K. Income Distributions

All non-discretionary income payments from any trust estate shall be payable to or accrue for the benefit of the respective beneficiaries from the date of death of the Grantor. Except as may be otherwise specifically provided under another provision of this Trust Agreement, at the death of any income beneficiary of any trust estate, the right of such

beneficiary to receive the income shall terminate, and all accrued and undistributed income to which such beneficiary would have been entitled shall pass as income to the succeeding income beneficiary, unless the share or trust estate of such beneficiary terminates on the death of such beneficiary, in which event such income shall be distributed as part of the principal of such share or trust estate.

L. Distributions to or for Beneficiaries

1. Distributions to Wife from Family Trust

If any Contingent Marital Deduction Trust is created pursuant to Article II.B (“Administration of Contingent Marital Trust”) it is the Grantor’s expectation that no distribution of principal should be made to the Grantor’s wife from any Family Trust until the principal of the Contingent Marital Deduction Trust has been exhausted.

2. Savings Clause for Distributions to Trustee/Beneficiary

Any power to make discretionary distributions (other than distributions upon the mandatory termination of a trust) to or for the benefit of a person who is serving as Trustee of a trust, or any discretionary power, the exercise of which could result in distribution of principal to or for the benefit of such an individual (including any decision to cause an early termination of the trust), shall not be exercisable by such an individual except to the extent such power is limited, under this Trust Agreement, to an ascertainable standard for such individual’s health, education, maintenance or support in his or her accustomed manner of living.

3. Payments to Beneficiaries

During the continuance of any trust estate, or upon the termination of any trust estate, any distribution to be made to a beneficiary from the trust estate may be made (a) to the beneficiary, (b) if the beneficiary is then Disabled or if the Trustee determines that the beneficiary is unable to properly manage his or her affairs, to a person providing for the health, education, maintenance or support needs of the beneficiary, or to a person with whom the beneficiary is residing, for expenditure on the beneficiary’s behalf, (c) to a custodian for a minor beneficiary, as selected by the Trustee, under the Uniform Transfers to Minors Act (or similar statute) of any state, or (d) directly by the Trustee for the beneficiary’s benefit. However, no Trustee shall participate in any decision to make a distribution in a manner which discharges, satisfies or mitigates any legal obligation of such Trustee to provide any benefit to a beneficiary, including distributions for health, education, maintenance or support.

4. Considerations in Making Distributions

In making the distributions from a trust estate to a beneficiary, the Trustee may consider the age of the beneficiary, the costs of the beneficiary’s health, education, maintenance or support, any income the beneficiary may have from other sources to the actual knowledge of the Trustee, the effect of any distribution upon the income and transfer tax liability of the beneficiary or of any trust, and

any other factors deemed relevant by the Trustee. In the case of a distribution from a trust having more than one permissible distributee, unless otherwise required by this Trust Agreement, (a) distributions may be made unequally among the beneficiaries and may be made wholly to one beneficiary, (b) distributions may be made regardless of whether any ancestor of a beneficiary is then living or receiving distributions from the same or another trust, and (c) no deduction shall be made from a beneficiary's share of the trust estate upon the trust's termination on account of any prior distribution made from that trust. Furthermore, wherever the terms of any trust created hereunder there is more than one beneficiary entitled to discretionary distributions of income or principal under the same distribution standard, and at least two of such beneficiaries consist of a beneficiary and such beneficiary's descendant or such beneficiary's spouse, preferences in satisfying such distribution standard shall be given to such beneficiary over any such descendant or such beneficiary's spouse.

5. Public Assistance Considerations

To the extent the Trustee is given the discretion to make a distribution of income or principal from a trust created under this Trust Agreement for any beneficiary's health, education, support or maintenance, such trust income or principal shall be supplemental to any resources available for such needs from any local, regional, state or federal government or agency or from private agencies, including but not limited to Medicaid, or other medical assistance or public assistance, or resources available under Title XIX of the Social Security Act or any similar law, it being the Grantor's express purpose and intent that such trust income and principal not be utilized for such purposes to the extent such needs are otherwise provided for from such other resources and that the trust be supplemental to any medical assistance or other public assistance to which the beneficiary may otherwise be entitled.

6. Priority to Primary Beneficiary

In making discretionary distributions to a beneficiary from a separate trust estate created pursuant to the terms of this Trust Agreement, the Trustee shall give priority to the needs of the Primary Beneficiary of such trust.

M. Distributions to Existing Trusts

Any distribution which otherwise would be made upon termination of a trust to a beneficiary for whom a trust is in existence under this Trust Agreement, instead shall be made to the Trustee of such existing trust, as an addition to the trust estate of such trust. However, no such distribution shall be made to an existing trust if such trust has a generation-skipping transfer tax inclusion ratio different from the trust from which the distribution is being made.

N. Character of Property Transferred to Trust Estate

All property transferred to this trust was the separate property of the Grantor at the time of said transfer. Property of any character, including income, held for or paid to a

beneficiary under this Trust Agreement shall be owned by such beneficiary (beneficially, when held for such beneficiary), as separate property and not as community property or quasi-community property, it being the Grantor's intent that such property is in the nature of a gift or inheritance from the Grantor.

O. Distribution of Principal to Skip Persons for Educational and Medical Expenses

With respect to the trust estate of any trust that has an inclusion ratio that is greater than zero (0), any Trustee may, at any time, expend for the use and benefit of any one or more of the beneficiary's descendants such amounts of the principal of the trust estate as said Trustee, in said Trustee's discretion, deems advisable for the educational and medical expenses of such descendants, provided that such payments are not treated as generation-skipping transfers under Section 2611(b) of the Code or otherwise.

XIV. DEFINITIONS

A. Charitable Organizations

The term "Charitable Organizations" (whether in the singular or plural tense) as used in this Trust Agreement shall mean one or more organizations transfers to which are then deductible under Section 2055 of the Code.

B. Children

The terms "child" and "children" as used in this Trust Agreement shall mean natural children and lawfully adopted children, provided that any adoption which becomes final after the adopted person has attained age 18 shall not be considered a lawful adoption for purposes of this Trust Agreement. A posthumous child shall be considered as living at the death of his or her parent. Any child born to an unwed mother shall be deemed to be the legitimate child of such mother, but shall not be the child of the father unless (1) the father has executed a written declaration acknowledging the child as his own or (2) a court of competent jurisdiction has entered an order or judgment declaring that a father/child relationship exists. As of the date hereof, the Grantor has the following living child: _____, born September 13, 2006.

C. Code

The term "Code" as used in this Trust Agreement means the Internal Revenue Code of 1986 or corresponding provisions of any subsequent Federal tax laws.

D. Descendants

The term "descendants" as used in this Trust Agreement means the children of the person designated, the children of such children, and so on, excluding any such person whose adoption becomes final after age 18 and such person's descendants.

E. Disability or Disabled

The terms "Disability" or "Disabled" shall mean the inability to receive and evaluate information effectively, or to communicate decisions, or both, to such an extent that a

reasonable degree of care cannot be exercised with regard to the duties of a Trustee or any other person, or the inability to take any requisite actions due to involuntary detention or disappearance. An involuntary detention or disappearance shall be determined by an affidavit of at least two persons with knowledge regarding the same. Disability shall be determined by the primary care physician or physicians of the Trustee or other person purported to be Disabled; or if none, by any physician who has examined or treated such Trustee or other person for the mental or physical condition purportedly causing the Disability. A written report signed by such physician or physicians stating that the Trustee or other person is Disabled shall act as sufficient evidence thereof.

F. Education

The term “education” as used in this Trust Agreement shall mean attendance at any educational institution, including but not limited to private grammar schools, private preparatory schools, colleges, universities, trade schools, graduate schools or professional schools, and shall include vocational apprenticeships, internships, and residencies, all so long as the same is, in the Trustee’s sole and absolute discretion, being pursued to advantage by the beneficiary, and shall include tuition, room and board, any other living expenses, travel expenses and the costs of books and equipment required by such educational institution.

G. Estate Taxes

The term “Estate Taxes” shall include estate, inheritance and similar transfer or succession taxes, whether federal, state, or foreign, payable by reason of the death of the Grantor or the Grantor’s wife, as the case may be, with respect to any property includible in the estate of the Grantor or the Grantor’s wife for the purpose of any such taxes, as well as interest and penalties thereon.

H. GST, GST Exempt Assets, GST Non-Exempt Assets

“GST” means the generation skipping transfer tax or a generation-skipping transfer, as appropriate, as those terms are used in Chapter 13 of the Code. However, “GST” when used in the name of a trust or share means that such trust or share is intended to be exempt from GST tax, and “Non-GST” when used in the name of a trust or share means that such trust or share is not intended to be exempt from GST tax. “GST Exempt Assets” means all assets of any trust administered under this Trust Agreement which, either as a result of the allocation of the Grantor’s GST Exemption or the Grantor’s wife’s GST Exemption, or otherwise, have an inclusion ratio of zero for purposes of the generation skipping transfer tax. “GST Non-Exempt Assets” means all assets of any trust administered under this trust agreement which have an inclusion ratio for purposes of the generation skipping transfer tax that is greater than zero.

I. Heirs

The term “Heirs” of any person shall be limited to the persons who would then inherit such person’s personal property under the laws of the State of California, in force on the date of this Trust Agreement, relating to the succession of separate property not acquired from a parent, grandparent or predeceased spouse, as if such person had died intestate at

that time, domiciled in California, possessed of such property in fee simple, and possessed only of the assets to be distributed hereunder.

J. Income Beneficiaries

The term “income beneficiaries” as used in this Trust Agreement shall mean such one or more beneficiaries of a trust to whom income distributions from such trust are required to be made, in the case of mandatory income distributions, or to whom income distributions from such trust are allowed to be made, in the case of other income distributions.

K. Indexed to Inflation

The term “Indexed to Inflation” shall mean that the sum to which such term refers shall be adjusted upward if there is an increase in the Consumer Price Index between the month during which this Trust Agreement is executed (the “Base Month”) and the month at such time of reference (the “Index Month”). The index used shall be the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, or if such index shall not be available for both relevant dates or if the Trustee determines in the Trustee’s sole discretion that the use of such index will not result in the proper adjustment, such other index as the Trustee may in the Trustee’s sole discretion determine. The adjustment shall be made by substituting for said sum an amount which bears the same ratio to said sum as the index figure for the Index Month bears to the index figure for the Base Month. For example, if the sum to be adjusted is \$1,000,000, the index figure for the Index Month is 250.0, and the index figure for the Base Month is 200.0, the sum, Indexed to Inflation, would be \$1,250,000 [$\$1,000,000 \times 250.0/200.0$].

L. Personal Representative

The term “Personal Representative” as used in this Trust Agreement shall be deemed to include the terms “Executor” and “Administrator” if those terms are used in the statutes of any state having jurisdiction over any property included in this trust estate or the Grantor’s probate estate, and the Personal Representative shall be deemed to be the “executor” of the Grantor’s estate for purposes of Section 2203 of the Code.

M. Primary Beneficiary

If the Grantor’s wife shall be living, the term “Primary Beneficiary” shall mean the Grantor’s wife. If the Grantor’s wife shall not be living, the term “Primary Beneficiary” shall mean the person for the primary benefit of whom a separate trust is created under this Trust Agreement.

N. Right of Representation

Whenever a distribution of property is specified to be made to the descendants of any deceased individual by “Right of Representation,” notwithstanding any provision of state law to the contrary, such property shall be divided so as to provide one equal share for each child of such deceased person who is either then living or who is deceased but who has at least one descendant then living, with the share of any such deceased child to be further divided in the same manner.

O. Spousal References

The terms “spouse,” “husband,” or “wife” of a person (the “Reference Person”) as used in this Trust Agreement shall be deemed to exclude a person (the “Former Spouse”) (i) who is divorced or legally separated from the Reference Person pursuant to a judgment of dissolution of marriage or judgment of legal separation; (ii) whose marriage to the Reference Person has been annulled; or (iii) with respect to whom an action for divorce, legal separation or annulment of the marriage to the Reference Person is then pending, whether such divorce, legal separation, or annulment, or action therefor, occurs before or after the execution of this Trust Agreement. For all purposes of this Trust Agreement, a Former Spouse shall be deemed to be deceased and such Former Spouse shall have no rights under this Trust Agreement, as beneficiary, permissible appointee, Trustee, or otherwise.

P. Treasury Regulations

The term “Treasury Regulations” or “Treas. Regs.” shall mean the proposed, temporary or final regulations pertaining to the Code published under title 26 of the Code of Federal Regulations in effect on the date of execution of this Trust, or, in the event that any such regulation is amended or superseded thereafter, to the regulation (or any successor regulation) as so amended.

Q. Trust Estate

The term “trust estate” wherever used in this Trust Agreement means all assets, however and whenever acquired (including income and accumulated income), which are held in a trust at any given time.

R. Singular and Plural Terms; Effect of Titles and Headings

For the purposes of this Trust Agreement, the use of either the singular or the plural shall be presumed to include the other. The use of titles and headings in this Trust Agreement are for organizational purposes only and no such title or heading shall have any legal effect.

XV. TRUSTS IRREVOCABLE

This Trust Agreement and each trust estate created in this Trust Agreement are expressly declared to be irrevocable, and the Grantor expressly waives all rights and power, acting alone or with others, to alter, amend or change the terms and conditions of this Trust Agreement in whole or in part.

By this Trust Agreement, the Grantor hereby renounces any interest, either vested or contingent, in the income or principal of any trust estate created hereunder, and relinquishes all possession or enjoyment of, or the right to income from, the property of any trust estate, and all right and power, whether alone or in conjunction with others, to designate the persons who shall possess and enjoy the principal or income of any such trust estate.

The Grantor and the Trustee have executed this Trust Agreement as of the ____ day of _____, 2009.

_____, Grantor

_____, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
NOTIFICATION

To: _____, Trustee of the _____ IRREVOCABLE
INSURANCE TRUST DATED _____, 2009

You are hereby notified that, from the date of this Notification, and until this Notification is amended or revoked (as provided below), all transfers made by me, both now and indefinitely into the future, to any trust estate created under the above-captioned Trust Agreement shall be subject to withdrawal by the beneficiary or beneficiaries identified in this Notification, under the provisions of Article XI of the Trust Agreement.

Subject to the limitations provided in Article XI of the Trust Agreement, each of a group composed of my wife, _____, and my living descendants shall have the right to withdraw a pro rata share of any transfer, indirect gift or deemed transfer made to the trust during any calendar year. Each beneficiary's withdrawal right shall be determined as follows: (i) my wife shall first have the right to withdraw, with respect to each year's transfers, up to the greater of (A) \$5,000 and (B) five percent (5%) of the then value of the property from which such right of withdrawal may be exercised (but only to the extent that such power of withdrawal, when added to the value of any other power or powers of appointment or withdrawal of my wife's which shall have lapsed during such calendar year shall not exceed such greater amount, determined as of the date of the transfer); and (ii) the other beneficiaries (other than my wife) shall have the right to withdraw a pro rata share of the excess of each year's transfers over the amount subject to withdrawal by my wife. Such pro rata share shall be determined by dividing the amount of such excess by the total number of beneficiaries (other than my wife) who have a right of withdrawal with respect to such transfer. The cumulative withdrawals by each beneficiary (other than my wife) made in any one calendar year with respect to transfers made in such calendar year shall not exceed the gift tax annual exclusion amount available to the donor and the donor's spouse (currently \$26,000 per year with gift-splitting) for each such beneficiary, reduced by all previous gifts to such person by the donor and the donor's spouse during such calendar year.

I reserve the right at any time to revoke or amend this Notification by a writing delivered to you or the successor Trustee (effective, however, only as to gifts made after the Trustee's receipt of such Notification).

Date: _____, 2009

Exhibit Only – Please Do Not Sign

_____, Grantor

Received this ____ day of _____, 2009

Exhibit Only – Please Do Not Sign

_____, Trustee

OUTLINE OF THE

_____ IRREVOCABLE INSURANCE TRUST

INTRODUCTION: You are creating an irrevocable trust, to be known as the _____ IRREVOCABLE INSURANCE TRUST, to own insurance policies and other property to be transferred to the trust for the benefit of your wife, _____ (“_____”), and your descendants. This trust will be designed for maximum use of your generation-skipping transfer tax exemption.

You state that you have the following living child: _____, born September 13, 2006.

I. ADMINISTRATION OF TRUST PRIOR TO THE GRANTOR’S DEATH

Prior to your death, the Trustee may pay life insurance premiums and other trust expenses, may use any income and principal if needed for the benefit of _____ and your descendants, and is directed to accumulate any excess income. However, insurance premiums may be paid out of trust income only as permitted under Article VIII.

II. DISTRIBUTION OF INCOME AND PRINCIPAL AFTER DEATH OF THE GRANTOR

After your death, the Trustee will continue to hold or distribute the trust estate as provided in this Article. During _____’s lifetime, the income and principal may be distributed to _____ and any of your descendants, as needed for their health, education, maintenance, and support. _____ will have the power, effective at _____’s death, to appoint the remaining trust assets among your descendants and charities.

Note, however, that if any of the trust estate should be includible in your estate for Federal estate tax purposes, such portion of the trust estate will be held in a Marital Trust for _____’s sole benefit. _____ would receive all income of the Marital Trust and principal for her health, education, maintenance, and support.

III. DIVISION OF TRUST ESTATE AT DEATH OF SURVIVOR OF GRANTOR AND GRANTOR’S WIFE

Upon _____’s death (or upon your death if _____ does not survive you), the remaining trust property will be divided into equal shares for your children, with the share for any deceased child being further divided into shares for his or her descendants. Each share will be held in a separate trust for the child or other descendant for whom it is created.

IV. PRIMARY BENEFICIARIES’ SEPARATE TRUSTS

As to each separate trust, the income and principal may be distributed from such trust to the beneficiary for whom the trust is created, and any of such beneficiary’s descendants, as needed for their health, education, maintenance, and support. Each separate trust will continue for each beneficiary’s lifetime.

The beneficiary will have the power, effective at the beneficiary's death, to appoint the trust estate among your living descendants and charities. If this power is not exercised, the property will be divided into shares for the beneficiary's descendants. Each share will continue in a separate trust in the same manner.

V. CONTINGENT DISTRIBUTIONS

If _____ is not living and you have no living descendants upon your death, or upon the termination of any trust, your property will be distributed to your heirs, as determined by California law, subject to being held in trust for any beneficiary under the age of 30.

VI. PAYMENT TO YOUNG OR DISABLED PERSONS

If any contingent beneficiary is under age 30 when he or she becomes entitled to trust property, such property will be held in a trust for such beneficiary. The Trustee will be able to use the net income and principal of the trust estate for the beneficiary's health, education, maintenance, or support. However, after age 30, the beneficiary may withdraw the trust principal if he or she so desires. If the beneficiary dies before receiving all of the trust property, the Trustee will distribute the trust property to the beneficiary's estate.

VII. TRUSTEES

_____ will serve as the initial Trustee of this trust. If _____ becomes unable or unwilling to serve, then your advisor, _____ ("_____"), will serve as the successor Trustee.

However, you will have the right to remove and replace Trustees and to designate other successor Trustees during your lifetime, subject to certain limitations necessary for tax purposes.

Each of your descendants will be entitled to serve as Co-Trustee of any separate trust created for his or her primary benefit after reaching age 30, and as sole Trustee after reaching age 35.

The Trustee's duties and protections are set forth. Trustees are given the right to resign, to appoint their own successors if no other successor would be acting, to appoint Co-Trustees, and to appoint custodians or other agents. Primary Beneficiaries are given the right to appoint a successor Trustee if no other Trustee is acting. The Primary Beneficiaries may remove any corporate trustee, or any Trustee appointed by the Primary Beneficiaries, by substituting a corporate trustee having specified financial qualifications.

No individual Trustee acting for a trust in which he or she is the Primary Beneficiary will receive compensation but will be entitled to expense reimbursement. Each other individual Trustee will receive reasonable compensation and expense reimbursement. Any corporate Trustee will receive compensation in accordance with its published fee schedule, unless otherwise negotiated.

VIII. INSURANCE POLICIES

Ownership of all insurance policies in the trust is irrevocably vested in the Trustee, and you shall not have any right, title, interest or incident of ownership in any of the policies. The Trustee is

given various powers in connection with the policies and, upon your death, shall collect any amounts due under any of the policies owned by the trust.

The Trustee will pay all premiums with available funds, but shall not be liable if funds are insufficient and premiums are not paid. The Trustee has the right to pay premiums out of the trust income, which will cause the income of the trust to be taxable to you for income tax purposes (as provided in Article XII). However, the Special Trustee is given the express power to amend the Trust Agreement (as further provided in Article XII) as necessary so that no portion of the income of the trust estate may be applied to the payment of premiums for insurance policies on your life (so that the trust income will no longer be taxable to you).

IX. TRUSTEE POWERS

Broad investment and management powers over the property of the trust estate are given to the Trustee. The Trustee will have the power to terminate any trust if the trust estate is not large enough to justify it continuing as a separate trust. Any trust receiving S Corporation stock will be divided as necessary to segregate such stock, and the trust provisions will be slightly altered to make sure each trust will qualify as a permissible S Corporation shareholder.

X. SPECIAL TRUSTEE PROVISIONS

A Special Trustee is appointed with the power to modify the Trust Agreement in the event the tax laws or family situations change. _____ will serve as the initial Special Trustee. _____ has the authority to designate one or more successor Special Trustees. If _____ should fail or cease to serve as Special Trustee, and if no successor Special Trustee designated by _____ is able and willing to serve, then the successor Special Trustee will be the Chairperson of the Estate Planning, Trusts and Estates Department of Husch Blackwell Sanders LLP, or someone designated by said Chairperson. If at any time there is no Special Trustee acting, the powers of the Special Trustee shall not be exercisable.

The Special Trustee will have broad powers to amend the provisions of the Trust Agreement, including the power to create powers of appointment, extend or shorten the term of the trust and change standards for distributing income and principal from the trust.

XI. WITHDRAWAL RIGHTS

To the extent specified by any donor, each beneficiary can be given the right to withdraw his or her proportionate share of each transfer to the trust. Initially, you will be giving withdrawal rights to _____ and your descendants. All withdrawal rights will be limited to the amount qualifying for the Federal gift tax annual exclusion, taking into consideration all previous gifts made to the beneficiary by the same donor and such donor's spouse (if any) during that year; however, _____'s withdrawal right will be limited to the greater of \$5,000 or 5% of the value of the trust property. Each donor is responsible to make sure that beneficiaries are reasonably notified as to any withdrawal rights given, and each beneficiary will have 30 days from the date of notification of the transfer to demand distribution of his or her share of the transfer. Under present law, such withdrawal rights (if given) allow transfers to the trust to qualify for the annual exclusion for gift tax purposes.

XII. TAX-RELATED PROVISIONS

Certain provisions are included to aid in obtaining the desired tax results, such as keeping the trust estate out of your taxable estate.

No part of the trust property will revert to you, be distributable to you, or be used to pay your debts. Your intention that the trust property not be included in your estate for estate tax purposes is expressed. Under present law, the proceeds of policies obtained and owned by the trust should not be includible in your taxable estate. However, if any portion of the insurance proceeds is includible in your taxable estate, such portion would be held in a Marital Trust for _____ to defer the payment of estate taxes; otherwise, the Trustee will pay the additional estate taxes from the assets of the trust.

As noted above, special provisions are included which should cause the income of the trust (if any) to be taxable to you for income tax purposes. This has the effect of allowing you to provide additional benefits to the trust by paying the income tax which otherwise would reduce the value of the trust estate. However, the Special Trustee has the power to eliminate these provisions of the Trust Agreement so that the income of the trust will no longer be taxable to you.

XIII. GENERAL TRUST PROVISIONS

No beneficiary will be able to transfer or borrow against his or her interest in any trust and each trust estate is protected from the beneficiaries' creditors. Each trust is prohibited from lasting longer than is allowed by state law.

XIV. DEFINITIONS

Certain common terms are defined for the purpose of the trust. These defined terms are usually denoted by capitalizing the first letter in each word of the defined terms.

XV. TRUSTS IRREVOCABLE

The trust is irrevocable and you have no right to alter, amend or terminate the Trust Agreement. You will have no rights or interest in the property held in the trust estate.

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