

Appendix D

Divided Trusteeship Meeting -
Spring 2015

INVESTMENT DIRECTION ADVISER

FIRST Investment Direction Adviser. Notwithstanding any other provision of this Agreement, there may at any time be one or more Investment Direction Advisers (the “Investment Direction Adviser” or “Investment Direction Advisers”) to serve in accordance with this Article _____. The role and function of the Investment Direction Adviser is set forth in this Article _____. The Investment Direction Adviser shall serve in a fiduciary capacity and conform to the purposes of this Agreement.

(a) Initial Appointment of Investment Direction Adviser. The initial Investment Direction Adviser shall be _____. All additional and subsequent Investment Direction Advisers shall be appointed in the manner provided in section ___ of this Article _____. To the extent that more than two persons are serving as Investment Direction Adviser at any time, an affirmative vote of a majority of such Investment Direction Advisers must be reached with respect to any decisions, actions taken or direction given. Otherwise, the Investment Direction Advisers must act unanimously. Notwithstanding the foregoing, to the extent that more than one Investment Direction Adviser is serving, the Investment Direction Advisers may designate one such Investment Direction Adviser to communicate all directions to the Trustee.

(b) Role and Function. The Investment Direction Adviser shall hold and exercise the full power to direct the Trustee as to the investments of the Trust, including, but not limited to, the power to direct the Trustee to purchase, sell and retain all of the Trust assets, and the power to direct the Trustee to exercise voting, subscription, conversion, option and similar rights with respect to such property and to participate in and consent to any voting trust, reorganization, merger, dissolution or other action affecting any such property. The Trustee shall follow the direction of the Investment Direction Adviser with respect to all matters relating to the

management and investment of Trust assets. In the event no Investment Direction Adviser is then serving, the Trustee shall hold and exercise the full power to manage and invest the Trust assets.

(c) Loans, Guarantees and Creation of Entities. Without in any way limiting the broad powers conferred upon the Investment Direction Adviser pursuant to this Article ____, the Investment Direction Adviser shall have the specific authority to direct the Trustee to borrow and lend money and to guarantee the repayment of any indebtedness, for such periods of time and upon such terms and conditions as to rates, maturities, renewals and securities as the Investment Direction Adviser deems advisable, including the power to borrow from the Trustee itself and any of its affiliates and to mortgage, pledge or encumber such portion of the Trust property as may be required to secure any loans or indebtedness and as makers, endorsers or guarantors to renew existing loans or guarantees. The power to direct the Trustee to guarantee loans shall include the power to direct the Trustee to guarantee the loans of any partnership, limited liability company, corporation, business trust or other business entity (owned in whole or in part by the Trust) in proportion to the Trust's ownership interest in such business entity. The Investment Direction Adviser shall also have the specific authority to direct the Trustee to create partnerships, limited liability companies, corporations, business trusts or other business entities and to transfer any portion of the Trust estate to such entity.

(d) Directions to Trustee. Any investment direction to the Trustee shall be in writing, delivered by mail, courier, facsimile transmission, electronic mail, or otherwise in such form as the Trustee may specify from time to time by written notice to the Investment Direction Adviser. The Trustee shall have no obligation to investigate or confirm the authenticity of directions it receives or the authority of the person or persons conveying them, and the Trustee shall be

exonerated from any and all liability in relying on any such direction from a person purporting to be the Investment Direction Adviser without further inquiry by the Trustee.

(e) Liability of Trustee. At any time that an Investment Direction Adviser is serving, the Investment Direction Adviser shall have sole responsibility (and the Trustee shall have no responsibility) for the investment and management of the assets of the Trust and the Trustee shall make only such sales and investments as the Investment Direction Adviser directs. The Trustee shall be under no obligation to review the Trust assets, make any investment recommendations with respect to them, solicit any direction from the Investment Direction Adviser, value the assets if they are non-marketable, or insure the assets. The Trustee need not review whether the Investment Direction Adviser is satisfying its responsibilities hereunder. As provided in 12 Del. C. § 3313(b), the Trustee shall incur no liability for any act or failure to act by the Investment Direction Adviser, or for acting on a direction of the Investment Direction Adviser or with respect to its implementation of any such direction of the Investment Direction Adviser and the Trustee shall not be liable for any loss resulting from action taken by the Investment Direction Adviser, or taken by the Trustee in accordance with the Investment Direction Adviser's direction. As provided in 12 Del. C. § 3313(e), the Trustee shall have no duty to monitor the conduct of the Investment Direction Adviser, provide advice to the Investment Direction Adviser or consult with the Investment Direction Adviser or communicate with or warn or apprise any beneficiary or third party concerning instances in which the Trustee would or might have exercised the Trustee's own discretion in a manner different from the manner directed by the Investment Direction Adviser. Furthermore, in accordance with 12 Del. C. § 3302(e) and § 3586, the Trustee shall have no liability under this Trust to any Trust beneficiary or any other person whose interest arises under this Trust for the Trustee's good faith reliance on the

provisions of this Article _____ or any other provisions of this Agreement concerning investment decisions (unless the Trustee has acted with willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust). The Trustee shall be deemed to have acted within the scope of its respective authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all interested persons unless the contrary may be proved by clear and convincing evidence in the Court then having primary jurisdiction over the Trust which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust. The Trustee and the Investment Direction Adviser shall not be liable for the acts or defaults of each other or any other Adviser.

(f) Liability of Investment Direction Adviser. In accordance with 12 Del. C. § 3303, the Investment Direction Adviser need not inquire into the Trustee's performance of its duties, and shall not be held liable for any loss whatsoever to any trust hereunder, unless it results from actions taken in bad faith or through willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust, which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust.

Notwithstanding the foregoing, the instrument of appointment appointing any Investment Direction Adviser may provide that such Investment Direction Adviser shall be required to abide by the prudent person standard imposed by 12 Del. C. § 3302(a), or in any corresponding provision of law which may be later enacted.

(g) Indemnification. The Trustee shall, to the extent of the Trust assets and solely payable from the Trust assets, indemnify the Investment Direction Adviser for all losses, costs, damages,

expenses and charges, public and private, including reasonable attorneys' fees, including those arising from all litigation, groundless or otherwise, that result from the performance or non-performance of the powers given to the Investment Direction Adviser under this Agreement (unless the Investment Direction Adviser has acted in a manner that does not comply with the standard of liability applicable to the Investment Direction Adviser).

(h) Resignation of Investment Direction Adviser. Any Investment Direction Adviser serving hereunder may resign at any time by providing written notice to the Trustee, the Trust Protector and the Notice Recipients. Such resignation shall become effective at such time as the resigning Investment Direction Adviser shall provide in the notice of resignation.

(i) Removal of Investment Direction Adviser. The Trust Protector shall have the power to remove any Investment Direction Adviser by providing written notice to such Investment Direction Adviser, the Trustee and the Notice Recipients. The removal shall become effective at such time as the Trust Protector indicates in the notice of removal.

(j) Appointment of Additional or Successor Investment Direction Advisers. The Trust Protector shall have the power to appoint additional Investment Direction Advisers if at such time there are fewer than three Investment Direction Advisers serving and shall have the power to designate a successor Investment Direction Adviser upon the death, resignation, removal or incapacity of the last serving Investment Direction Adviser by providing written notice to such additional or successor Investment Direction Adviser, the Trustee and the Notice Recipients. The appointment of additional or successor Investment Direction Advisers shall become effective at such time as the Trust Protector provides in the instrument of appointment and upon written acceptance by the designee.

(k) Power to Hire Agents. The Investment Direction Adviser shall have the power to employ agents and pay such agents reasonable compensation. The Investment Direction Adviser may at any time and in its sole discretion provide investment and management services through a subadviser of the Investment Direction Adviser's selection. The Investment Direction Adviser shall be solely responsible for the supervision and oversight of any subadviser. The Investment Direction Adviser shall notify the Trustee in writing of its selection of any subadviser, and the Trustee shall be entitled to rely upon information and direction received from any subadviser until it receives written notification from the Investment Direction Adviser of its termination of such subadviser.

(l) Compensation. The Investment Direction Adviser may be entitled to reasonable compensation for its services as agreed upon by the Investment Direction Adviser and Trust Protector.

SPECIAL HOLDINGS DIRECTION ADVISER

NINTH Special Holdings Direction Adviser. At any given time, the assets of the trust may consist of one or more life insurance policies or other assets designated as a Special Holding pursuant to a written agreement between the Special Holdings Direction Adviser and the Investment Direction Adviser or Trustee, depending on who then has investment responsibility for the assets of the Trust, (hereafter collectively “Special Holdings”). Notwithstanding any other provision of this Agreement, at any time that the Trust estate includes any Special Holdings, the Trustee shall act with respect to the Special Holdings only upon the written direction of the direction adviser hereinafter named (the “Special Holdings Direction Adviser”). The role and function of the Special Holdings Direction Adviser is set forth in this Article _____. The Special Holdings Direction Adviser shall serve in a fiduciary capacity and conform to the purposes of this Agreement.

(a) Initial Appointment of Special Holdings Direction Adviser. The initial Special Holdings Direction Adviser shall be _____. All additional and subsequent Special Holdings Direction Advisers shall be appointed in the manner provided in section ___ this Article _____. To the extent that more than two persons are serving as Special Holdings Direction Adviser at any time, an affirmative vote of a majority of such Special Holdings Direction Advisers must be reached with respect to any decisions, actions taken or direction given. Otherwise, the Special Holdings Direction Advisers must act unanimously. Notwithstanding the foregoing, to the extent that more than one Special Holdings Direction Adviser is serving, the Special Holdings Direction Advisers may designate one such Special Holdings Direction Adviser to communicate all directions to the Trustee by a written instrument delivered to the Trustee.

(b) Role and Function. The Special Holdings Direction Adviser shall hold and may exercise the full power to direct the Trustee as to the management and investment of the Special Holdings, including, but not limited to, the power to direct the Trustee to purchase, sell and retain all of the Special Holdings, and the power to direct the Trustee to exercise voting, subscription, conversion, option and similar rights with respect to the Special Holdings and to participate in and consent to any voting trust, reorganization, merger, dissolution or other action affecting any Special Holding. In the event no Special Holdings Direction Adviser is then serving, the Investment Direction Adviser, if one is serving, otherwise the Trustee shall hold and exercise the full power to manage and invest the Special Holdings.

(c) Directions to Trustee. All directions of the Special Holdings Direction Adviser to the Trustee shall be in writing, delivered by mail, courier, facsimile transmission, electronic mail, or otherwise in such form as the Trustee may specify from time to time by written notice to the Special Holdings Direction Adviser. The Trustee shall have no obligation to investigate or confirm the authenticity of directions it receives or the authority of the person or persons conveying them, and the Trustee shall be exonerated from any and all liability in relying on any such direction from a person purporting to be the Special Holdings Direction Adviser without further inquiry by the Trustee.

(d) Liability of Trustee. At any time that a Special Holdings Direction Adviser is serving, the Special Holdings Direction Adviser shall have sole responsibility (and the Trustee shall have no responsibility) for the investment and management of the Special Holdings and the Trustee shall make only such sales and investments with respect to the Special Holdings as the Special Holdings Direction Adviser directs. The Trustee shall be under no obligation to review the Special Holdings, make any investment recommendations with respect to them, solicit any

direction from the Special Holdings Direction Adviser, value the Special Holdings if they are non-marketable, or insure the Special Holdings. The Trustee need not review whether the Special Holdings Direction Adviser is satisfying its responsibilities hereunder. As provided in 12 Del. C. § 3313(b), the Trustee shall incur no liability for any act or failure to act by the Special Holdings Direction Adviser, or for acting on the direction of the Special Holdings Direction Adviser or with respect to its implementation of any such direction of the Special Holdings Direction Adviser and the Trustee shall not be liable for any loss resulting from any action taken by the Special Holdings Direction Adviser, or taken by the Trustee in accordance with the Special Holdings Direction Adviser's direction. As provided in 12 Del. C. § 3313(e), the Trustee shall have no duty to monitor the conduct of the Special Holdings Direction Adviser, provide advice to the Special Holdings Direction Adviser or consult with the Special Holdings Direction Adviser or communicate with or warn or apprise any beneficiary or third party concerning instances in which the Trustee would or might have exercised the Trustee's own discretion in a manner different from the manner directed by the Special Holdings Direction Adviser. Furthermore, in accordance with 12 Del. C. § 3302(e) and § 3586, the Trustee shall have no liability under this Trust to any trust beneficiary or any other person whose interest arises under this Trust for the Trustee's good faith reliance on the provisions of this Article _____ or any other provisions of this Agreement concerning the investment of the Special Holdings (unless the Trustee has acted with willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust which such Court should be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust). The Trustee shall be deemed to have acted within the scope of its respective authority, to have exercised reasonable care, diligence and prudence and to have acted impartially as to all

interested persons unless the contrary may be proved by clear and convincing evidence in the Court then having primary jurisdiction over the Trust which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust. The Trustee and the Special Holdings Direction Adviser shall not be liable for the acts or defaults of each other or any other Adviser.

(e) Liability of Special Holdings Direction Adviser. In accordance with 12 Del. C. § 3303, the Special Holdings Direction Adviser need not inquire into the Trustee's performance of its duties, and shall not be held liable for any loss whatsoever to any trust hereunder, unless it results from actions taken in bad faith or through willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust.

(f) Indemnification. The Trustee shall, to the extent of the Trust assets and solely payable from the Trust assets, indemnify the Special Holdings Direction Adviser for all losses, costs, damages, expenses and charges, public and private, including reasonable attorneys' fees, including those arising from all litigation, groundless or otherwise, that result from the performance or non-performance of the powers given to the Special Holdings Direction Adviser under this Agreement (unless the Special Holdings Direction Adviser has acted in a manner that does not comply with the standard of liability applicable to the Special Holdings Direction Adviser).

(g) Resignation of Special Holdings Direction Adviser. Any Special Holdings Direction Adviser serving hereunder may resign at any time by providing written notice to the Trustee, the

Trust Protector and the Notice Recipients. Such resignation shall become effective at such time as the resigning Special Holdings Direction Adviser shall provide in the notice of resignation.

(h) Removal of Special Holdings Direction Adviser. The Trust Protector shall have the power to remove any Special Holdings Direction Adviser by providing written notice to such Special Holdings Direction Adviser, the Trustee and the Notice Recipients. The removal shall become effective at such time as the Trust Protector indicates in the notice of removal.

(i) Appointment of Additional or Successor Special Holdings Direction Advisers. The Trust Protector shall have the power to appoint one or more additional Special Holdings Direction Advisers if at such time there are fewer than three Special Holdings Direction Advisers serving and shall have the power to designate one or more successor Special Holdings Direction Advisers upon the death, resignation, removal or incapacity of the last serving Special Holdings Direction Adviser by providing written notice to such additional or successor Special Holdings Direction Adviser, the Trustee and the Notice Recipients. At no time may the Grantor, or the insured under any life insurance policy owned by the Trust, serve as Special Holdings Direction Adviser of any trust created by or pursuant to this Agreement. The appointment of additional or successor Special Holdings Direction Advisers shall become effective at such time as the Trust Protector provides in the instrument of appointment and upon written acceptance by the designee.

(j) Power to Hire Agents. The Special Holdings Direction Adviser shall have the power to employ agents and pay such agents reasonable compensation.

(k) Compensation. The Special Holdings Direction Adviser may be entitled to reasonable compensation for its services as agreed upon by such Special Holdings Direction Adviser and the Trust Protector.

DISTRIBUTION ADVISER

FIRST Distribution Adviser. Notwithstanding any other provision of this Agreement, there may at any time be one or more Distribution Advisers (the “Distribution Adviser” or “Distribution Advisers”) to serve in accordance with the provisions of this Article _____. The role and function of the Distribution Adviser is set forth in this Article _____. The Distribution Adviser shall serve in a fiduciary capacity and conform to the purposes of this Agreement.

(a) Initial Appointment of Distribution Adviser. The initial Distribution Adviser shall be _____. All additional and subsequent Distribution Advisers shall be appointed in the manner provided in section ___ this Article _____. To the extent that more than two persons are serving as Distribution Adviser at any time, an affirmative vote of a majority of such Distribution Advisers must be reached with respect to any decisions, actions taken or direction given. Otherwise, the Distribution Advisers must act unanimously. Notwithstanding the foregoing, to the extent that more than one Distribution Adviser is serving, the Distribution Advisers may designate one such Distribution Adviser to communicate all directions to the Trustee.

(b) Role and Function. The Distribution Adviser shall hold and exercise the full power to direct the Trustee to distribute income and principal of the Trust pursuant to the standards established under this Agreement. The Trustee shall follow the direction of the Distribution Adviser with respect to all matters concerning the distribution of income or principal of the Trust. In the event no Distribution Adviser is then serving, the Trustee shall hold and exercise the full power to make discretionary distributions of income and principal of the Trust pursuant to the standards established under this Agreement.

(c) Directions to Trustee. Any distribution direction to the Trustee shall be in writing, delivered by mail, courier, facsimile transmission, electronic mail, or otherwise in such form as the Trustee may specify from time to time by written notice to the Distribution Adviser. The Trustee shall have no obligation to investigate or confirm the authenticity of directions it receives or the authority of the person or persons conveying them, and the Trustee shall be exonerated from any and all liability in relying on any such direction from a person purporting to be the Distribution Adviser without further inquiry by the Trustee.

(d) Liability of Trustee. Provided a Distribution Adviser is then serving, the Distribution Adviser shall have sole responsibility (and the Trustee shall have no responsibility) for all discretionary actions involving any distribution of income or principal of the Trust. The Trustee shall make only such distributions of income or principal as the Distribution Adviser directs, or that are non-discretionary and mandated by the terms of the Trust. The Trustee shall be under no obligation to review the beneficiaries' needs or requests for income or principal distributions, make any recommendation with respect to such distributions, solicit any direction from the Distribution Adviser, calculate the impact of any distribution on the likely duration of the Trust, or ensure the equality of distributions among the beneficiaries. The Trustee need not review whether the Distribution Adviser is satisfying its responsibilities hereunder. As provided in 12 Del. C. § 3313(b), the Trustee shall incur no liability for any act or failure to act by the Distribution Adviser, or for acting on a direction of the Distribution Adviser and it shall not be liable for any loss to the Trust or any claim of inequality, partiality or unreasonableness resulting from any action taken at the direction of the Distribution Adviser, or taken by the Trustee in accordance with the direction of the Distribution Adviser. As provided in 12 Del. C. § 3313(e), the Trustee shall have no duty to monitor the conduct of the Distribution Adviser, provide advice

to the Distribution Adviser or consult with the Distribution Adviser or communicate with or warn or apprise any beneficiary or third party concerning instances in which the Trustee would or might have exercised the Trustee's own discretion in a manner different from the manner directed by the Distribution Adviser. Furthermore, in accordance with 12 Del. C. § 3302(e) and § 3586, the Trustee shall have no liability under this Trust to any Trust beneficiary or any other person whose interest arises under this Trust for the Trustee's good faith reliance on the provisions of this Article _____ or any other provision of this Agreement concerning distribution decisions (unless the Trustee has acted with willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust, which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust). The Trustee shall be deemed to have acted within the scope of its respective authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all interested persons unless the contrary may be proved by clear and convincing evidence in the Court then having primary jurisdiction over the Trust, which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust. The Trustee and the Distribution Adviser shall not be liable for the acts or defaults of each other or any other Adviser.

(e) Liability of Distribution Adviser. In accordance with 12 Del. C. § 3303, the Distribution Adviser shall not be held liable to any beneficiary for any distribution decision made hereunder, unless it results from actions taken in bad faith or through willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust, which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust.

(f) Indemnification. The Trustee shall, to the extent of the Trust assets and solely payable from the Trust assets, indemnify the Distribution Adviser for all losses, costs, damages, expenses and charges, public and private, including reasonable attorneys' fees, including those arising from all litigation, groundless or otherwise that result from the performance or non-performance of the powers given to the Distribution Adviser under this Agreement (unless the Distribution Adviser has acted in a manner that does not comply with the standard of liability applicable to the Distribution Adviser).

(g) Resignation of Distribution Adviser. Any Distribution Adviser serving hereunder may resign at any time by providing written notice to the Trustee, the Trust Protector and the Notice Recipients. Such resignation shall become effective at such time as the resigning Distribution Adviser shall provide in the notice of resignation.

(h) Removal of Distribution Adviser. The Trust Protector shall have the power to remove any Distribution Adviser by providing written notice to such Distribution Adviser, the Trustee and the Notice Recipients. The removal shall become effective at such time as the Trust Protector indicates in the notice of removal.

(i) Appointment of Additional or Successor Distribution Advisers. The Trust Protector shall have the power to appoint additional Distribution Advisers if at such time there are fewer than three Distribution Advisers serving and shall have the power to designate a successor Distribution Adviser upon the death, resignation, removal or incapacity of the last serving Distribution Adviser by providing written notice to such additional or successor Distribution Adviser, the Trustee and the Notice Recipients. The appointment of additional or successor Distribution Advisers shall become effective at such time as the Trust Protector provides in the instrument of appointment and upon written acceptance by the designee. At no time may the

Grantor, the Grantor's Spouse, any beneficiary of this Trust, or any party who is a related or subordinate party to the Grantor, the Grantor's Spouse, or any beneficiary of this Trust under Section 672(c) of the Code, serve as Distribution Adviser of any trust created by or pursuant to this Agreement.

(j) Compensation. The Distribution Adviser may be entitled to reasonable compensation for its services as agreed upon by the Distribution Adviser and Trust Protector.

TRUST PROTECTOR

FIRST Trust Protector. Notwithstanding any other provision of this Agreement, there shall at all times be one or more Trust Protectors (the “Trust Protector” or “Trust Protectors”) to serve in accordance with the provisions of this Article _____. The role and function of the Trust Protector is set forth in this Article _____. The Trust Protector shall serve in a fiduciary capacity and conform to the provisions of this Agreement.

(a) Initial Appointment of Trust Protector. The initial Trust Protector shall be _____. All additional and subsequent Trust Protectors shall be appointed in the manner provided in section __ this Article _____. To the extent that more than two persons are serving as Trust Protector at any time, an affirmative vote of a majority of such Trust Protectors must be reached with respect to any decisions, actions taken or direction given. Otherwise, the Trust Protectors must act unanimously. Notwithstanding the foregoing, to the extent that more than one Trust Protector is serving, the Trust Protectors may designate one such Trust Protector to communicate all directions to the Trustee.

(b) Role and Function. The Trust Protector shall have the following roles, powers and duties:

(1) To amend the administrative and technical provisions with respect to any trust created by or pursuant to this Agreement in accordance with Article _____ of this Agreement, at such times as the Trust Protector may deem appropriate for the proper administration of the Trust and for tax purposes.

(2) To designate the law of any jurisdiction (under which the terms of any trust created by or pursuant to this Agreement shall be capable of taking effect) to be the governing law of any

trust created by or pursuant to this Agreement, as provided in Article _____ of this Agreement.

(3) To terminate the Grantor's or Trust Protector's power to reacquire Trust property in accordance with Article _____ of this Agreement. The Trust Protector's power to terminate the Grantor's or Trust Protector's power to reacquire Trust property shall be exercisable in a non-fiduciary capacity and without the approval or consent of any person in a fiduciary capacity.

(4) To remove and replace the Trustee as provided in Article _____ of this Agreement.

(5) To remove any Investment Direction Adviser and appoint additional and successor Investment Direction Advisers as provided in Article _____ of this Agreement.

(6) To remove any Distribution Adviser and appoint additional and successor Distribution Advisers as provided in Article _____ of this Agreement.

(7) To appoint additional and successor Trust Protectors as provided in this Article 0.

(8) To delegate any powers conferred upon the Trustee pursuant to this Agreement to an Adviser or such other person or entity as the Trust Protector so determines.

(9) To appoint a Special Fiduciary in accordance with Article _____ of this Agreement; and to remove any Special Fiduciary and appoint successor Special Fiduciaries.

(10) To enter into fee agreements with the Trustee, the Investment Direction Adviser and the Distribution Adviser.

(c) Direction to Trustee. Any direction to the Trustee from the Trust Protector shall be in writing, delivered by mail, courier, facsimile transmission, electronic mail, or otherwise in such form as the Trustee may specify from time to time by written notice to the Trust Protector. The Trustee shall have no obligation to investigate or confirm the authenticity of directions it receives

or the authority of the person or persons conveying them, and the Trustee shall be exonerated from any and all liability in relying on any such direction from a person purporting to be the Trust Protector without further inquiry by the Trustee.

(d) Liability of Trustee. The Trustee need not review whether the Trust Protector is satisfying its responsibilities hereunder. As provided in 12 Del. C. § 3313(b), the Trustee shall incur no liability for any act or failure to act by the Trust Protector, or for acting on a direction of the Trust Protector and it shall not be liable for any loss to the Trust resulting from any action taken at the direction of the Trust Protector, or taken by the Trustee in accordance with the direction of the Trust Protector. As provided in 12 Del. C. § 3313(e), the Trustee shall have no duty to monitor the conduct of the Trust Protector, provide advice to the Trust Protector or consult with the Trust Protector or communicate with or warn or apprise any beneficiary or third party concerning instances in which the Trustee would or might have exercised the Trustee's own discretion in a manner different from the manner directed by the Trust Protector. Furthermore, in accordance with 12 Del. C. § 3302(e) and § 3586, the Trustee shall have no liability under this Trust to any Trust beneficiary or any other person whose interest arises under this Trust for the Trustee's good faith reliance on the provisions of this Article _____ or any other provision of this Agreement concerning actions of the Trust Protector (unless the Trustee has acted with willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust, which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust). The Trustee shall be deemed to have acted within the scope of its respective authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all interested persons unless the contrary may be proven by clear and convincing evidence in the Court then having primary

jurisdiction over the Trust, which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust. The Trustee and the Trust Protector shall not be liable for the acts or defaults of each other or any other Adviser.

(e) Limitations of Responsibilities. The Trust Protector shall have no duty to monitor the conduct of the Trustee, the Investment Direction Adviser and the Distribution Adviser, and shall not be liable for any exercise or failure to exercise the powers granted herein, provided that the Trust Protector shall consider in good faith the advisability of their exercise if and when requested to do so by a beneficiary, his or her guardian or a member of his or her family.

(f) Indemnification. The Trustee shall, to the extent of the Trust assets and solely payable from the Trust assets, indemnify the Trust Protector for all losses, costs, damages, expenses and charges, public and private, including reasonable attorneys' fees, including those arising from all litigation, groundless or otherwise, that result from the performance or non-performance of the powers given to the Trust Protector under this Agreement (unless the Trust Protector has acted with willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the Trust which such Court shall be the Delaware Court of Chancery for so long as Delaware remains the situs of the Trust).

(g) Resignation of Trust Protector. Any Trust Protector serving hereunder may resign at any time by providing written notice to the Trustee and to the Notice Recipients. Such resignation shall become effective at such time as the resigning Trust Protector shall provide in the notice of resignation.

(h) Removal of Trust Protector. The following individuals, in the order named, shall have the power to remove any Trust Protector by providing written notice to such Trust Protector, the

Trustee and the Notice Recipients. The removal shall become effective at such time as indicated in the notice of removal.

1. The Grantor, while he is living and competent;
2. The Grantor's Spouse, while she is living and competent;
3. Prior to the division of the Trust estate in accordance with section ___ of Article _____, a majority of the adult beneficiaries of the highest generational level who are competent and at least twenty-five (25) years of age and to whom the Trustee is then authorized to distribute income; and

4. After the division of the Trust estate in accordance with section ___ of Article _____, the Primary Beneficiary, if the Primary Beneficiary is competent and at least twenty-five (25) years of age (or his or her parent who is a descendant of the Grantor or legal guardian if under age twenty-five (25) or incapacitated).

(i) Appointment of Additional or Successor Trust Protectors. The Trust Protector shall have the power to appoint additional Trust Protectors if at such time there are fewer than three Trust Protectors serving and shall have the power to designate a successor Trust Protector to serve upon the death, removal, resignation or incapacity of the last serving Trust Protector by providing written notice to such additional or successor Trust Protector, the Trustee and the Notice Recipients. The appointment of additional or successor Trust Protectors shall become effective at such time as the Trust Protector provides in the instrument of appointment and upon written acceptance of the designee. Upon the removal, resignation, death or incapacity of the last serving Trust Protector, and provided a successor Trust Protector has not been designated in accordance with the provisions of this Article _____, then the person(s) then authorized to remove and replace the Trust Protector shall appoint a successor Trust Protector by providing

written notice to the successor Trust Protector, the Trustee and the Notice Recipients. The appointment of a successor Trust Protector shall become effective at such time as provided in the instrument of appointment and upon written acceptance by the designee. At no time may the Grantor, the Grantor's Spouse, any beneficiary of this Trust, or any party who is a related or subordinate party to the Grantor, the Grantor's Spouse, or any beneficiary of this Trust under Section 672(c) of the Code, serve as Trust Protector of any trust created by or pursuant to this Agreement. In the event of a vacancy in the office of Trust Protector, and provided no successor Trust Protector has been appointed within sixty (60) days, the Trustee shall petition the Court then having jurisdiction over the Trust for the appointment of a successor Trust Protector. All costs of such petition, including reasonable attorneys' fees, shall be a proper charge to the Trust estate.

(j) Agents and Advisers. The Trust Protector is authorized to hire agents and advisers to assist the Trust Protector in carrying out its duties, and to pay such agents and advisers reasonable compensation.

(k) Compensation. The Trust Protector shall be entitled to reasonable compensation for its services as agreed upon by the Trust Protector and the person(s) then authorized to remove and replace the Trust Protector.

EXCLUSIVE DUTIES OF TRUSTEE

FIRST Exclusive Duties of Trustee. In the event that #, or a successor Trustee, is serving as Trustee of any trust created by or pursuant to this Agreement, and there is an Investment Direction Adviser, a Distribution Adviser and/or Trust Protector serving pursuant to Articles ____, ____ and ____ of this Agreement, #, or any successor Trustee, shall exercise all of its powers hereunder, except to the extent otherwise expressly provided in this Article, solely at the written direction of the acting Investment Direction Adviser, the Distribution Adviser and/or Trust Protector (the “Advisers”) in accordance with the provisions of this Agreement.

(a) Administrative Duties of Trustee. Notwithstanding the foregoing provisions of this Article, the Trustee shall have the following exclusive administrative duties, which shall, subject to the provisions of section ____ of Article _____ of this Agreement, all be performed by the Trustee in the Trustee’s sole discretion and not at the direction of the Advisers:

(1) To maintain an account or accounts for the purpose of the custody and safekeeping of the Trust assets, receiving trust income and contributions and from which trust expenditures and distributions are disbursed.

(2) To maintain storage of tangible personalty and evidence of intangible Trust property.

(3) To maintain Trust records and to originate, facilitate and review Trust accountings, reports and other communications with the Notice Recipients, the Advisers and unrelated third parties, except that the Trustee shall not be responsible for the accuracy of information provided to the Trustee by any third party pursuant to an agreement into which the Advisers have directed the Trustee to enter.

(4) To maintain an office for Trustee meetings and other Trust business.

(5) To respond to inquiries concerning any trust created hereunder from the Notice Recipients, the Advisers, and unrelated third parties.

(6) To execute documents in connection with the performance of its duties under this Article.

(7) To retain accountants, attorneys, agents and other advisers in connection with the performance of the Trustee's administrative duties.

(8) To prepare and file (or arrange for the preparation and filing of) income tax returns for the Trust.

(9) To allocate receipts, expenses, and distributions to income or principal in the Trustee's discretion.

(b) Powers of the Trustee. Subject to the provisions of Articles _____, _____ and _____ of this Agreement relating to the Investment Direction Adviser, the Distribution Adviser and the Trust Protector, the Trustee shall have all of the powers contained in Article _____ of this Agreement.

(c) Affiliates. The Trustee, at the direction of the Investment Direction Adviser, if one is serving, is authorized to invest in, retain or otherwise deal in any securities managed, issued, underwritten or distributed by the Trustee or by any of its affiliates, any participation in any investment company registered under the Investment Company Act of 1940, or any investment fund exempt from registration under the Investment Company Act of 1940, for which the Trustee or its affiliates is an adviser or agent, and any other "affiliated investment" within the meaning of 12 Del. C. § 3312, and is authorized to otherwise deal with or transact business with any of its affiliates, notwithstanding the fact that such trustee or affiliate may receive separate fees,

commissions or other costs directly from such security, fund, “affiliate investment,” dealing or transaction.