

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DE

APR 10 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No.(s)	Adjudication Claim No.(s)	Split	Water Right No.(s)	Adjudication Claim No. (s)	Split
LC 37-8574	37-8574	☐			☐
		☐			☐
		☐			☐
		☐			☐
		☐			☐

2. The following REQUIRED information must be submitted with this form:

- A. The appropriate FILING FEE. See instructions for fee amounts.
- B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Catherine S. Dawson c/o James P. Speck
P.O. Box 987, Ketchum, ID 83340
4. New Owner/Claimant(s): Catherine S. Dawson Revocable Trust
 New Mailing Address: 526 Mall Drive
 City, State, Zip Code: Schaumburg, IL 60173
 New Telephone Number: _____
5. Date you acquired the property: _____

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other: _____	_____	_____
TOTAL	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other: _____	_____	_____
TOTAL	_____	_____

7. Signature of New Owner(s) or Claimant(s):
(include title, if applicable)

x Catherine A. Dawson

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

FOR OFFICE USE ONLY

Received by: [Signature]
Received by: [Signature]
Processed by: _____ AJ

Date: 4/16/08
Date: 4/22/08
Date: _____

Fee: \$25
Receipt No: 5030144
WR: _____ Date: _____

RECEIVED

SEP 27 1996

Hogue, Speck & Aanstad
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Douglas J. Aanstad, Esq.
HOGUE, SPECK & AANESTAD
Post Office Box 987
Ketchum, Idaho 83340

BLAINE CO. REQUEST

OF *Hogue & Speck*

SEP 25 P 2:52

394813

MARY GREEN, CLERK

FEES 6⁰⁰ MPP

Deed

(space above line for Recorder's use)

9-25-96

QUITCLAIM DEED

FOR VALUE RECEIVED, I, Catherine S. Dawson ("Grantor"), do hereby convey, release, remise and forever quitclaim unto Catherine S. Dawson, or her successor, trustee of The Catherine S. Dawson Revocable Trust dated June 20, 1996, ("Grantee"), any and all interest I may have in and to the following described real property situated in Blaine County, Idaho, to wit:

That portion of H.E.S. 123 in unsurveyed Township 5 North, Range 17 East, Boise Meridian, Blaine County, Idaho, described as follows:

COMMENCING at Corner No. 2 of said H.E.S. 123;

THENCE South $45^{\circ}30'$ West along the Southeasterly side of said H.E.S. 123, 425.1 feet, more or less, to the East right of way line of U.S. Highway 93;

THENCE Northerly along the East right of way of U.S. Highway 93 described as running 756.01 feet along a curve to the left, with a central angle of $2^{\circ}30'46''$, a radius of 17,238.91 feet, a tangent of 378.06 feet, a chord distance of 755.95 feet and a long chord bearing N. $31^{\circ}59'23''$ W.,

THENCE N. $33^{\circ}15'53''$ W., 60.09 feet to the Big Wood River,

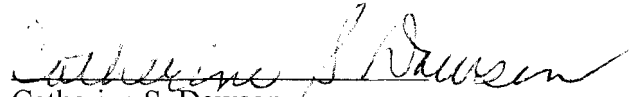
THENCE Northeasterly along Big Wood River N. $17^{\circ}12'37''$ E., 305.07 feet to the Northeasterly side of said H.E.S. 123;

THENCE South $43^{\circ}19'23''$ East along the Northeasterly side of said H.E.S. 123, 941.90 feet, more or less, to the point of beginning.

together with all improvements and appurtenances unto said Grantee, her heirs and assigns forever.

DATED this 26th day of August 1996.

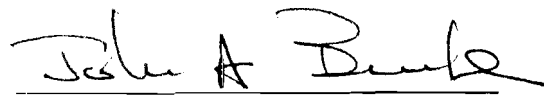
GRANTOR:

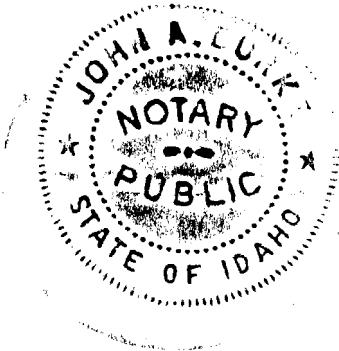

Catherine S. Dawson

STATE OF IDAHO)
) ss.
County of Blaine)

On this 26 day of August 1996, before me, the undersigned Notary Public in and for said state, personally appeared Catherine S. Dawson known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Idaho
Comm. Expires: 10-2-97



COPY

**TRUST AGREEMENT ESTABLISHING
CATHERINE S. DAWSON REVOCABLE TRUST
CATHERINE S. DAWSON, GRANTOR**

THIS AGREEMENT, made this 20th day of June, 1996, at Northbrook, Illinois, by CATHERINE S. DAWSON of Wilmette, Illinois, as Grantor (hereinafter referred to as the "Grantor") and as Trustee (hereinafter referred to as "Trustee" or "Co-Trustee").

WHEREAS, it is the intention of the Grantor to create a trust for the primary benefit of herself which trust shall be known as the "CATHERINE S. DAWSON REVOCABLE TRUST" (hereinafter sometimes referred to as the "trust"); and for that purpose the Grantor hereby makes a gift and settlement of the property described and listed in Schedule A attached hereto and incorporated herein by this reference.

NOW THEREFORE, in consideration of the premises, CATHERINE S. DAWSON, as Grantor and as Trustee, upon affixing her signature hereto does hereby declare and establish this trust, to be held by the Trustee in trust for the purposes and subject to all of the terms, conditions and provisions hereof, and the Trustee does hereby agree to hold and administer the trust estate of the trust and to dispose of the principal thereof and the income therefrom as in this Agreement set forth.

ARTICLE I

Rights and Powers of Grantor

The Grantor reserves certain rights and powers during her lifetime, as are more fully stated in Section 1 of the Administrative Provisions of this Trust Agreement, including, without limitation, that the trust shall be revocable by the Grantor, and the Trustee is hereby authorized to distribute the entire net income and such part or all of the principal of the trust estate to the Grantor as the Grantor shall request in writing from time to time.

ARTICLE II

Trustees

§1 Trustee. The initial Trustee of the trust is CATHERINE S. DAWSON, who is the Grantor. Despite any other language herein contained, in the event that the person or

entity named as successor Trustee hereunder shall make a written determination that the Grantor (when the Grantor is then acting as Trustee hereunder) is under a legal disability, or by reason of illness or mental or physical disability, is unable to give prompt and intelligent consideration to the financial matters required to properly act as Trustee hereunder (and said determination must be confirmed in writing by a physician licensed to practice medicine in the United States of America), the successor Trustee appointed hereunder shall then act as successor Trustee in the place of the Grantor who is unable to act as Trustee hereunder, and any other party dealing with this trust or said successor Trustee may rely upon the aforementioned written notice (if confirmed by a physician as aforesaid) of said determination.

§2 Designation of Successor Trustees. The Trustee of the trust, while serving as Trustee, shall have the power to designate successor Trustees with respect to each separate trust. In the event that a vacancy in the trusteeship of any separate trust shall exist and shall not be filled pursuant to an exercise of the power to designate successor Trustees, then the Grantor's husband, HANLEY DAWSON III (hereinafter referred to as the "Grantor's spouse") shall act as successor Trustee. In the event of the death, resignation, refusal, failure or inability of the Grantor's spouse to act as a Trustee hereunder, then the Grantor's spouse's cousin, JOSEPH P. THOMPSON of Ft. Lauderdale, Florida. and CHARLES K. STEWART of Northfield, Illinois, shall act as successor Co-Trustees in his place and stead. In the event of the death, resignation, refusal, failure, or inability of either or both JOSEPH P. THOMPSON or CHARLES K. STEWART to act as a Co-Trustee hereunder, then all of the Grantor's children, MEGAN DAWSON SCHWARTZ, HANLEY DAWSON IV, ELIZABETH S. DAWSON and PATRICK A. DAWSON, shall serve as successor Co-Trustees in his or their place and stead.

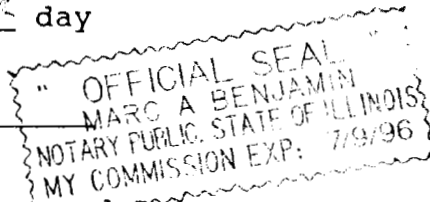
§3 Co-Trustees of each Child's Exempt Trust and Certain of the Descendants' Trusts. Notwithstanding the provisions of §2 of this Article II, but subject to the provisions of §6 of Article VI and §7 of Article VII, upon the distribution for the benefit of a Grantor's child to any Child's Exempt Trust or any Descendant's Trust pursuant to the terms of this Agreement, CHARLES K. STEWART and JOSEPH P. THOMPSON and said child of the Grantor who is a beneficiary of such Child's Exempt Trust held and administered pursuant to Article VI herein or Descendant's Trust held and administered pursuant to Article VII herein shall act as Co-Trustees of such Child's Exempt Trust and Descendant's Trust.

IN WITNESS WHEREOF, the Grantor and the Trustee have each executed this instrument on the date first written above.

Catherine S. Dawson
CATHERINE S. DAWSON
Grantor and Trustee

SUBSCRIBED AND SWORN to
before me this 20th day
of June, 1996.

Marc A. Benjamin
Notary Public



This Instrument Prepared By:

Marc A. Benjamin
Stone, McGuire & Benjamin
801 Skokie Boulevard - Suite 100
Northbrook, Illinois 60062

**TRUST AGREEMENT ESTABLISHING
CATHERINE S. DAWSON REVOCABLE TRUST**

Schedule B - Administrative Provisions

These Administrative Provisions are incorporated into the above-referenced Revocable Trust to which this schedule is attached. The Administrative Provisions are an integral part of the Revocable Trust and must be read with the Revocable Trust and all other schedules attached thereto and hereto, as constituting the complete Trust Agreement. All references herein to the "Trust Agreement", the "Agreement" or "herein" shall refer to the whole of such Trust Agreement or any designated portion thereof as pertaining to the said Revocable Trust and any separate trust created thereunder.

SECTION 1. Rights and Powers of Grantor.

(a) **Right to Revoke, Alter and Amend.** The Grantor shall have the right at any time and from time to time by an instrument in writing signed by the Grantor and delivered to the Trustee to:

- (i) modify, alter and amend this Agreement;
- (ii) revoke this Agreement and terminate the trust created pursuant to the provisions hereof, in whole or in part, and immediately upon such revocation and termination, the Trustee shall redeliver to the Grantor the entire trust estate or the portion thereof to which such revocation relates;
- (iii) add property of any nature to the trust estate of the trust, to be held, administered and distributed as a part thereof;
- (iv) designate successor Trustees, appoint Co-Trustees or remove any Trustee or Co-Trustee, appointing any one or more persons or corporations or combination thereof as successor Trustee or Co-Trustees;
- (v) direct the Trustee to transfer property from the trust estate to any person, trustee or entity whatsoever free of trust; and
- (vi) direct the Trustee to use property from the trust estate as collateral for any personal obligation of the Grantor or any other person.

(b) **Right to Net Income and Principal.** During the lifetime of the Grantor, the Trustee is hereby authorized to distribute the entire net income from the trust estate in convenient installments to the Grantor or otherwise as the Grantor may from time to time direct in writing, and the Trustee shall also distribute to the Grantor such part or all of the principal of the trust estate as the Grantor shall request in writing from time to time. If at any time or times the Grantor is under a legal disability, or by reason of illness or mental or physical disability, in the opinion of the Trustee, unable properly to manage the Grantor's affairs, the Trustee shall use the income and such part or all of the principal in the manner as the Trustee deems best, for the care, support, and comfort of the Grantor, for the payment of any premiums on insurance on the Grantor's life, or for any other purpose the Trustee deems to be for the best interest of the Grantor.

(c) **Release of Rights.** Any or all of the rights and powers retained by the Grantor pursuant to Article I and this Section 1 may be completely and irrevocably released at any time and from time to time by the Grantor by an instrument in writing signed by the Grantor and delivered to the Trustee. After the execution of such an instrument, the trust shall be irrevocable to the extent specified in the release, and neither the Grantor nor any other person shall, to the extent the release so provides, then have any right to alter, amend or revoke the trust.

SECTION 2. Payment of Debts, Taxes and Expenses. Upon the death of the Grantor, the Trustee shall, to the extent that the assets of the Grantor's estate (other than tangible personal property, property or sums specifically bequeathed or devised or property which in the sole judgment of the Trustee does not have a readily realizable market value) shall be insufficient, pay the Grantor's funeral expenses, legally enforceable claims against the trust, reasonable costs of administration of the Grantor's estate, any allowances by court order for those dependent upon the Grantor, and all income, estate, inheritance, transfer and succession taxes, including any interest and penalties thereon, which may be assessed by reason of the Grantor's death, without reimbursement from the Grantor's Executor or Administrator, from any beneficiary of insurance upon the Grantor's life, or from any other person; except that the amount, if any, by which the estate and inheritance taxes shall be incurred as a result of the inclusion of property in which the Grantor has a qualifying income interest for life or over which the Grantor may have a power of appointment shall be paid by the person holding or receiving that property. The Trustee may make such payments directly or may pay over the amounts thereof to the Executor or Administrator of the Grantor's estate. Written statement of the Executor or Administrator of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. Proceeds of insurance on the Grantor's life shall not be used by the Trustee for the foregoing purposes except to the extent that other assets of the trust estate shall be insufficient. In no event shall any asset not includable in the Grantor's gross estate as finally determined for federal estate tax purposes be used for the foregoing purposes; provided, however, that this sentence shall not limit the power of the Trustee to purchase assets from or loan money to the Grantor's estate.

SECTION 3. Distributions.

(a) Discretionary Distributions. Whenever the Trustee shall be herein authorized to distribute all or any part of either the net income or the principal, or both, of a separate trust, such authority may be exercised in the discretion of the Trustee, by distributions in cash or kind, at any time and from time to time, and such authority shall permit the Trustee to terminate such trust by such distributions. If there shall be more than one beneficiary of such trust, any such distribution may be made to all or any one or more of such beneficiaries in such equal or unequal proportions and amounts as said Trustee in his discretion may determine, and there may be no adjustment among said beneficiaries by reason of any such distribution. Any net income of a separate trust which shall not be distributed by reason of the Trustee's exercise of discretion, shall be accumulated and added to the principal of such trust, to become a part thereof.

(b) Division Upon Death. In the event that the Trustee of a trust hereunder shall be directed upon the death of any person to divide the then remaining trust estate hereof among other designated persons, or to retain the trust estate for a designated person, or to retain the trust estate for a designated successor beneficiary or beneficiaries, such division or retention shall be effective only to the extent that such deceased person shall not have validly exercised any power of appointment granted to such person over such trust estate. If as a result of any division of such trust estate, any share thereof is allocable to any person and not expressly retained in trust, such share shall be distributed outright to such person by the Trustee.

(c) Descendants. As used herein, the following terms shall have the indicated meanings: (a) the term "descendant" shall be interchangeable with the term "issue" and shall mean a descendant in the first, second or any other degree of the designated ancestor; (b) the term "child" shall mean a descendant in the first degree of the designated parent; and (c) the term "grandchild" shall mean a descendant in the second degree of the designated parent; provided further, however, that a person adopted prior to attaining the age of twenty-one (21) years, and the descendants as defined herein, of any such adopted person shall for all purposes be regarded as the lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents; further provided, however, the term "descendant" shall not include any person who shall not then be considered "legitimate" under the laws of the state where such person shall then be domiciled. All terms herein defined shall include the plural form thereof wherever the context and facts so require.

(d) Per Stirpes. As used herein, the term "per stirpes" shall have its accepted legal meaning; for example if a distribution is to be made "per stirpes" to the descendants of a specified person and one or more of said specified person's children shall be deceased but shall be survived by a then living child or children (and no child or children of said deceased child of said specified person shall then be deceased), then the share which would otherwise have been distributable to each such deceased child of said specified person had such child then been living shall be distributed in equal shares to the then living child or children of each such deceased child, with the effect that the child or children of each such deceased child of said specified person shall receive by right of representation the share which his or their parent would have received had such parent then been living, and this shall apply if all of the children of said specified person shall be deceased.

(e) Beneficiary Under Disability. In the event that income or principal shall become distributable free of any trust to a minor beneficiary, to a beneficiary not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the sole discretion of the Trustee, unable properly to administer such amounts, then such amounts may be used by the Trustee directly for the best interests of said beneficiary or distributed by the Trustee for the benefit of said beneficiary to such one or more of the following distributees whom the Trustee shall in his sole discretion deem best under the circumstances: (i) directly to said beneficiary; (ii) to the legally appointed guardian or conservator of said beneficiary; (iii) to a parent or a relative or friend of said beneficiary; or (iv) to those dependent for support upon said beneficiary; and, (v) in the case of a minor beneficiary, to a custodian under the Uniform Transfers to Minors Act ("Act") of any applicable jurisdiction (but if there shall not then be a custodian for said minor under such Act, then the Trustee shall designate a custodian from among those eligible and willing to serve). The receipt by any such distributee shall constitute a full release and discharge to the Trustee upon making such distribution and such Trustee shall not be obligated to see to the application of any money or property so distributed.

(f) Small Trust Termination; Perpetuities Savings. If at any time the Trustee shall determine that any separate trust is of a size that is no longer economical to administer, the Trustee, without further responsibility, may (but need not) distribute the entire trust estate of such trust to the beneficiary of such trust. Notwithstanding any provision of this Agreement to the contrary, no separate trust, nor any share or portion thereof, shall be held in trust for longer than, nor shall any estate or trust created by the exercise of any power of appointment hereunder terminate later than, twenty-one (21) years after the date of death of the last to die of a group consisting of the Grantor, all persons who are mentioned by name herein, and all those descendants of the Grantor and of said mentioned persons who are living at the date of execution of this Agreement, and if at the expiration of such period, any separate trust, or any share or portion thereof, is still held in trust, or any estate has not terminated, the Trustee shall cease to accumulate any net income thereof, and such separate trust, or share or portion thereof, or such estate, shall vest in and immediately be distributed to the beneficiary thereof or to the beneficiaries in equal shares.

(g) Spendthrift Provision. No income or principal distributable or to become distributable with respect to a separate trust shall be transferable, assignable, or subject to being in any manner whatsoever anticipated, charged or encumbered by any person beneficially interested in such separate trust, or subject to interference or control by any creditors of said person, or subject to any claim for alimony or for the support of a spouse pursuant to a decree of separate maintenance or separation agreement, or to be taken or reached by any legal or equitable process in satisfaction of any debt, liability or obligation of said person prior to its receipt by said person; provided, that the provisions of this section shall not prevent the exercise of, or transfer pursuant to the exercise of, any power of appointment granted hereunder.

(h) Support. The "support" of a beneficiary shall include his support and maintenance in reasonable comfort, medical care (including but not limited to dental and psychiatric care) and education (including but not limited to college, post-graduate, professional, vocational, language and artistic studies). Distributions for the support of a beneficiary shall be based upon the standard of living to which such beneficiary

shall have been accustomed during the three (3) year period immediately preceding any such distribution, but shall be made only if and to the extent that the other income and resources known to the Trustee to be available to said beneficiary for such purpose (including the income and resources of any person who shall be legally obligated to support said beneficiary) are inadequate.

(f) **Best Interests.** The "best interests" of a beneficiary shall be liberally construed by the Trustee and shall contemplate not only distributions necessary for the support of said beneficiary (if such distributions shall be deemed to be in the best interests of said beneficiary by the Trustee) but also distributions for his comfort and convenience. As illustrations, and not in limitation of the purposes for which distributions may be made under such standard, the Trustee may make distributions to provide for weddings and graduations, to permit said beneficiary to purchase or furnish a personal residence or to permit said beneficiary to purchase, initiate or invest in a business which the Trustee personally deems to be sound or promising, even though said business might be the type of investment in which, because of its risk, the Trustee would not or could not invest the trust estate. In making any such discretionary distribution the Trustee shall consider both the general financial resources and requirements of said beneficiary and the ability of said beneficiary to deal with and manage the money or property involved and shall exercise the discretionary powers herein conferred primarily to benefit said beneficiary rather than the remaindermen. This Section is intended solely as a precatory guide to the Trustee and shall in no way be construed to alter, limit or enlarge the discretions and powers conferred upon the Trustee by any other provision hereof nor to require the Trustee to make any distribution to any beneficiary.

SECTION 4. Beneficiary.

(a) **Meaning of Beneficiary.** Unless otherwise expressly identified herein, wherever reference is made herein to a "beneficiary," such reference shall be deemed to mean a person to whom the Trustee of a separate trust is then directed or authorized to distribute net income or principal or both from the trust estate of such trust, and wherever the facts and context require such construction, the term "beneficiary" shall be deemed to mean the plural form thereof.

(b) **Acts on Behalf of Beneficiaries Under Disability.** All statements, accounts, written instruments, releases, notices or other documents required to be delivered to or executed by, and all powers exercisable by, a beneficiary may be delivered to, executed by or exercised by the legally appointed conservator of an incompetent beneficiary or the legal guardian of the estate of a minor beneficiary, or if there is no guardian of the estate, by a parent of minor; when so delivered, executed or exercised, they shall be binding upon said incompetent or minor beneficiary and his heirs, personal representatives of his estate and assigns, and shall be of the same force and effect as if delivered to, executed by or exercised by a beneficiary acting under no legal disability.

(c) **Beneficiary as Trustee.** Except with respect to any powers of appointment or as may be expressly provided herein to the contrary, no Trustee shall have any voice, determination or vote relating to any discretionary distributions of the income or principal of any separate trust constituted hereunder either: (i) to or for the benefit of said Trustee when said Trustee shall be a beneficiary of such trust except to the extent governed by and made pursuant to a standard under the Trust Agreement which constitutes an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code, or (ii) to or for the benefit of any person whom said Trustee is legally obligated to support, when such distribution is or would be in full or partial discharge of such obligation.

(d) **Renunciation.** Any person who is a beneficiary or who is otherwise interested in or has any power over any separate trust may at any time renounce the whole, or from time to time, any part of an interest in such trust, either as to income or principal, or both, by an instrument in writing delivered to the Trustee, and thereafter such trust or the part of such trust which shall have been renounced shall be administered and distributed as if said person had died on the date of delivery of said written instrument, and as if said person had not exercised any testamentary power of appointment granted to said person; provided, however, that such renunciation shall not, unless specifically so provided, affect the right of said person to receive subsequent distributions of principal or income from the trust estate of any separate trust upon the death of any other person, upon the renunciation by any other person of any interest in any separate trust or pursuant to the exercise of any power of appointment by any other person.

SECTION 5. Powers of Appointment.

(a) **Manner of Exercise of Powers of Appointment.** In addition to, and not in limitation of the rights accorded by law to a donee of a power of appointment, the donee of a power of appointment granted hereunder with respect to any separate trust may exercise such power by making appointments from the trust estate in cash or kind, including a direction to the Trustee to distribute specific property, outright to, or to a Trustee or Trustees to hold in trust for the exclusive benefit of, any one or more of the objects of the power, and may impose lawful spendthrift restrictions and other lawful conditions upon any appointment, provided that no one other than an object of the power is benefitted thereby. The donee may also exercise any power of appointment in any one or more of the following ways: (i) by creating life estates for any one or more objects of the power with remainders to others of said objects, (ii) by appointing to or for the benefit of children, grandchildren or more remote descendants even though the parents, grandparents, or ancestors of such appointees are living, (iii) by creating in any object of the power either a general or a limited power of appointment and (iv) by substituting (but only if said donee himself shall not thereafter be a beneficiary of such trust) or by adding any one or more objects of the power as beneficiaries of such trust. The donee of a lifetime power of appointment hereunder may exercise such power at any time or from time to time to be effective during his lifetime or upon his death, by an instrument in writing delivered to the Trustee during the lifetime of such donee.

(b) **Testamentary Powers of Appointment.** The donee of a power of appointment exercisable on the death of such donee shall exercise such power only in a valid Will or Codicil. No Trustee of any separate trust shall incur any liability to any person in relying on any instrument admitted to probate in any jurisdiction as the valid Will or Codicil of a donee of a testamentary power of appointment, or in acting upon the assumption that said donee failed to exercise such power of appointment if within three (3) months after the date of death of said donee, the

Trustee shall have no notice or knowledge of the existence of a valid Will or Codicil of said donee and in making allocation or distribution accordingly of the part of the trust estate of such trust subject to such power of appointment; provided, however, that any such allocation or distribution shall be without prejudice to the rights of any appointee of said donee to recover the allocated or distributed property from any person or persons to whom such allocation or distribution shall have been made in the event that after such allocation or distribution there should be found a valid Will or Codicil in which said donee shall have validly exercised such power of appointment.

(c) **Renunciation or Release of Powers of Appointment.** Any power of appointment granted hereunder may be renounced or released in whole or in part by the donee of such power and may be reduced by the donee of such power in such manner as to reduce or limit the objects in whose favor the power would be otherwise, exercisable. In addition to any other method of renunciation, release or reduction recognized by law, any power may be renounced, released or reduced by the donee of such power by an instrument in writing signed by said donee and delivered to the Trustee of the separate trust of which such renunciation, release or reduction relates. Solely for purposes of this Section, the word "power" shall include (without limiting the generality of the meaning of such word) any power of a Trustee of a separate trust which constitutes a power of appointment within the meaning of the United States Internal Revenue Code from time to time in force, and the word "donee" shall include said Trustee.

(d) **Restrictions on Exercise of Limited Powers of Appointment.** Except as otherwise provided herein by express reference to this Section 5(d), no power of appointment granted hereunder shall be exercised or exercisable to any extent in favor of the donee of such power, or the estate, the creditors or the creditors of the estate of said donee, or to discharge or satisfy a legal obligation of said donee, or for the pecuniary benefit of said donee.

(e) **Exercise of Powers of Appointment.** No exercise of any power of appointment by the donee thereof shall be effective unless the written instrument or the valid Will or Codicil of the donee in which the donee exercises such power (i) shall be executed subsequent to the date on which such power shall commence and (ii) shall specifically refer to and expressly exercise such power.

SECTION 6. Trustee.

(a) **Meaning of Trustee.** Wherever reference is made herein to the "Trustee," such reference shall be deemed to include the singular and plural thereof wherever the context and facts require, and to include any and all successor Trustees at any time acting as the Trustee or Co-Trustee of a separate trust, unless otherwise specifically provided herein to the contrary.

(b) **Majority Determination.** Except as otherwise provided herein, in the event of a disagreement among the Trustees, the views of the majority shall prevail. The affirmative vote of a majority of those authorized to vote on any matter shall constitute a majority. If but two Trustees shall be authorized to vote on a matter, the affirmative vote of both shall be required. Failure to obtain a majority shall be treated as if the Trustees failed to act. All votes shall be taken within thirty (30) days of the date of the event which requires a decision to be made. Any Trustee who shall cast a negative vote with respect to any action or any failure to act shall in no way be liable or responsible for such action or failure to act.

(c) **Delegation to Co-Trustee.** In the event there shall be more than one Trustee designated to act hereunder, each Co-Trustee hereby delegates, which delegation may be revoked or modified by the Trustee making the delegation, pursuant to Section 7(w) herein, to each other Co-Trustee, all the authorities, discretions, and powers conferred upon a Trustee in this Agreement in order to hold and administer the assets of the trust estate hereunder to the fullest extent permitted herein as if each Co-Trustee acting hereunder is the sole Trustee; provided, however, such delegations shall be limited to the administrative duties, responsibilities, authorities, discretions and powers conferred upon the Trustee hereunder and there shall be no delegation of any authorities, discretions or powers with respect to distributions to the beneficiaries hereunder and the fiduciary determinations (as opposed to ministerial tasks) required or permitted pursuant to this Agreement.

(d) **Third Parties and Bond.** No person dealing with the Trustee of any separate trust shall be obligated to inquire as to the powers of such Trustee or to see to the application of any money or property delivered to such Trustee. Such Trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon him hereunder. No Trustee shall be required to make any current reports or accountings to any court nor to furnish a bond for the proper performance of the duties of the Trustee as Trustee of any separate trust; but if any such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon.

(e) **Trustee Liability.** No Trustee of any separate trust shall be liable for any loss, liability, expense or damage to the trust estate of such trust occasioned by such Trustee's acts or omissions in good faith in the administration of such trust (including acts or omissions in reliance on opinion of counsel) and in any event the Trustee shall be liable only for his own willful default, wrongdoing, or gross negligence, but not for honest errors of judgment. Except as otherwise specifically provided herein the Trustee may rely upon any notice, certificate, Will, affidavit, letter, telegram, or other paper or document believed by him to be valid or genuine, or upon any evidence deemed by him to be sufficient, in making any payment, allocation or distribution hereunder. The Trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in any separate trust. This Section is intended to protect the Trustee under the stated circumstances, and is not intended to affect the rights hereunder of any person.

(f) **Resignation of Trustee.** Any Trustee of any separate trust may resign at any time by written notice delivered to each Co-Trustee, if any, and to the resigning Trustee's successor as Trustee, if known, or if not known, to any beneficiary of such trust. The resignation, refusal, failure or inability of any Trustee to act as Trustee of any separate trust shall not prevent said Trustee from acting as Trustee of any other trust.

(g) **Powers, Rights and Duties of Successor Trustees.** Each successor Trustee shall automatically acquire as of the date of a vacancy all of the title to each asset of the trust estate, powers and discretion which are then vested in his predecessor, without the necessity of any

conveyance or transfer, but any predecessor Trustee shall execute all documents and do all acts necessary to vest and indicate such title in such successor Trustee.

(h) **Liability of Successor Trustees.** No successor Trustee shall be liable for the acts or defaults of any predecessor Trustee, nor for any loss or expense from anything done or neglected to be done by any predecessor Trustee, but such successor Trustee shall be liable only for his own willful wrongdoing or gross negligence with respect to property received by him as Trustee. Any successor Trustee who shall be then acting as Trustee pursuant to a notice of vacancy shall not be guilty of any wrongdoing merely because he is acting as successor Trustee if it shall later be discovered that another has been designated as successor Trustee pursuant to any provision herein.

(i) **Vacancy.** Except as otherwise provided herein, a vacancy in the trusteeship shall be deemed to exist in the event of the death, resignation, refusal, failure or inability of any person to act as Trustee or Co-Trustee of a separate trust. Notice of a vacancy in the trusteeship shall be effective if given to the next successor Trustee by an instrument in writing signed by the resigning predecessor Trustee, a then acting Co-Trustee or a beneficiary of such separate trust, and delivered to such successor Trustee and any one of the other then acting Co-Trustees. Immediately upon receipt of such notice, the recipient shall act as Trustee (or Co-Trustee) or shall decline in writing to act.

(j) **Removal of Corporate Trustee.** When a bank or trust company at any time is acting as Trustee or Co-Trustee of a separate trust, the beneficiary of such trust (or if there shall be more than one, the beneficiaries jointly and unanimously) may remove said corporate Trustee with or without cause by delivering to said corporate Trustee a written instrument, signed by said beneficiary, provided that such written instrument shall concurrently appoint a successor corporate Trustee pursuant to the provisions of Section 6(k) herein.

(k) **Appointment of Successor Corporate Trustee.** In the event of the death, resignation, refusal, failure or inability to act of all named individual Trustees or the resignation, refusal to act, or removal of a corporate Trustee as Trustee of a separate trust, a successor corporate Trustee to fill the vacancy in the trusteeship so occurring shall be appointed by the beneficiary of such trust (or if there shall be more than one beneficiary of such trust, by the beneficiaries jointly and unanimously) by an instrument in writing delivered to the vacating and the successor corporate Trustees; provided, however, that any successor corporate Trustee so appointed must be a bank or trust company having a capital and surplus of not less than Fifty Million Dollars (\$50,000,000.00). The powers granted to a beneficiary of a separate trust pursuant to Section 6(j) and this Section 6(k) may be completely and irrevocably released by a written instrument signed by said beneficiary and delivered to the corporate Trustee of such separate trust.

(l) **Merger of Corporate Trustee.** If any corporate Trustee at any time acting as Trustee of a separate trust shall be merged into or consolidated with or shall sell or transfer all or substantially all of its assets and business to any other corporation, or shall be in any manner reorganized or reincorporated, the corporation to which such sale or transfer shall be made or the corporation resulting therefrom shall thereupon become the Trustee of such trust without any further act on the part of any Trustee or beneficiary of such trust.

(m) **Power to Designate Successor Trustees.** If any person shall herein have the "power to designate successor Trustees" of a separate trust, such person shall be sometimes referred to as a "designator." The successor Trustee to fill any vacancy in the trusteeship of such trust (and each further successor Trustee) shall be such one or more persons (other than a person who shall be deemed to be a Grantor of such trust) or corporations or combination thereof who shall be designated by name or by a plan of succession established by a designator, or the designator may provide that a vacancy shall not be filled if at least one Trustee shall then be acting or shall then be capable of acting and willing to act. Any such designation shall be made either: (i) by an instrument in writing signed by the designator and delivered to a then acting Trustee of such trust (or to a beneficiary if the designator himself shall be the sole Trustee) or (ii) by the designator's valid Will admitted to probate in any jurisdiction within three (3) months after his death. If no successor Trustee shall have been designated within thirty (30) days of a vacancy (or within three (3) months of the designator's death, whichever date later occurs), then the designator shall be conclusively presumed to have failed to have made a designation.

(n) **Revocation or Release.** Any person may at any time or from time to time revoke any designation made or plan established by him while a designator, and any designator may completely and irrevocably release the power to designate successor Trustees, such revocation or release to be made in the same manner as is herein provided for making such designation or establishing such plan; provided, however, that no such revocation or release shall be effective to remove any then acting Trustee. Upon any such revocation, the designator shall have the same powers to designate successor Trustees as he would have had he never exercised such power.

(o) **Exemption from Generation-Skipping Tax.** To enable trusts to be either completely exempt or non-exempt from generation-skipping tax, or for any other reason, the Trustee may divide a trust into two (2) or more separate trusts and may hold an addition to a trust as a separate trust. The rights of beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to the beneficiaries and taxing authorities disproportionately from the trusts. The Trustee shall not be liable for deciding in its discretion to exercise or not exercise these powers. Upon division or distribution of an exempt trust or a non-exempt trust held hereunder, the Trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

(p) **Environmental Hazards.** The following provisions shall apply with respect to any real property held by any trust created hereunder:

(i) The term "Environmental Law(s)" shall include any federal, state or local statute or ordinance or any regulation under any such statute or ordinance concerning environmental hazards or liability concerning environmental hazards.

(ii) The Trustee shall have the power in its sole discretion to use and expend income and principal of any trust to (A) conduct environmental assessments, audits, and site monitoring to determine compliance with any Environmental Law; (B) take all appropriate remedial action to abate, contain, prevent, cleanup or remove any environmental hazard including a spill, release, discharge or

contamination, either on its own accord or in response to any actual or threatened violation of any Environmental Law(s); (C) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought or threatened by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (D) comply with any local, state, or federal agency order or court order directing an assessment, abatement, or cleanup of any environmental hazards; and (E) employ agents, consultants or legal counsel to assist or perform the above undertakings or actions.

(iii) In addition to any other powers conferred upon the Trustee hereunder, the Trustee of each trust created hereunder shall have the following powers and discretions, exercisable in the discretion of the Trustee and without court order: (A) to disclaim, in whole or in part, any interests in property which the Trustee, in the Trustee's discretion, may determine could cause potential liability under any Environmental Law; (B) to require, in its sole discretion and at no cost to it, as a prerequisite to accepting any property, real or personal, to be added to the trust by any person, by lifetime or testamentary transfer or otherwise, that the donating party provide evidence satisfactory to the Trustee that (1) the property is not contaminated by hazardous or toxic materials or substances; and (2) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release or discharge of any hazardous or toxic materials or substances; (C) to set aside as a separate trust, to be held and administered upon the same terms as those governing the remaining trust property, any interests in property, for any reason, including but not limited to a concern that such property could cause potential liability under any Environmental Law; and (D) to resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against any trust created hereunder because of the type or condition of the assets held in such trust.

(iv) No Trustee shall be personally liable for any loss or depreciation in value sustained by any trust hereunder as a result of the Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any Environmental Law unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

SECTION 7. Powers of Trustees. In addition to the powers conferred by law upon Trustees, and not by way of limitation thereof, the Trustee is hereby authorized at any time or from time to time to exercise the following powers for the sole benefit of the beneficiary or beneficiaries of the trust or to refrain from exercising any of such powers:

(a) to make any allocation, division or distribution of the trust estate in kind, in money, or partly in kind and partly in money, including, but not limited to, by means of the purchase of an annuity contract or other property for the benefit of a beneficiary to whom a distribution is to be made; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of property so allocated, divided or distributed;

(b) to hold, manage, improve, repair and control all property, real or personal, at any time forming a part of the trust estate; to continue to hold any and all property, real or personal, received by the Trustee as a part of the trust estate or as an addition to the trust estate, even though the same be of a character other than that prescribed by law for the investment of trust funds or be of a larger proportion in one or more investments than the trust estate should, but for this provision, hold, including residential property, and irrespective of any risk, nonproductiveness, or lack of diversification;

(c) to sell or to offer to sell for cash, credit or installments at public or private sale, to grant options to purchase, and to convey or exchange any or all of the property at any time forming a part of the trust estate, or any life estate, term of years, remainder or reversion therein for such price, including property of equivalent value (whether or not of like kind or similar use, and including life estates, terms of years, remainders or reversions), and upon such terms as the Trustee shall determine;

(d) to lease or license the use of any tangible or intangible personal property at any time forming a part of the trust estate upon such terms as the Trustee shall determine;

(e) to borrow money from any person including the Trustee; to extend or renew any existing indebtedness, and to mortgage or pledge any property at any time forming a part of the trust estate; to guarantee payment of any loan from a third person to a beneficiary or to a partnership of which a beneficiary or the trust is a general or limited partner and to pledge or hypothecate all or any part of the trust estate as collateral for such guarantee;

(f) to settle, compromise, contest, agree to arbitrate and be bound thereby, extend the time for payment or abandon claims (including claims for taxes or penalties) or demands in favor of or against the trust estate or any part thereof; to reduce the interest rate upon any indebtedness to the trust when the Trustee shall deem such to be for the best interests of the trust; to consent to the extension of the period of limitations on assessment of any tax or penalty; to execute any contract, waiver, release, closing agreement, settlement or stipulation in connection with the above;

(g) to sell, convey, release, mortgage, encumber, lease, partition, improve, manage, insure against loss, protect and subdivide any real estate, interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereof, to resubdivide, to contract to sell, to grant options to purchase, to sell on any terms; to convey, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property or any part thereof from time to time, in possession or reversion, by leases to commence in praesenti or in futuro and upon any terms and for any period of time, including a period extending beyond the term of the trust, and to renew or extend leases, to amend, change, or modify the terms and provisions of any leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversions; to partition or to exchange said real property, or any part thereof, for other real or personal

property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said property or any part thereof; to construct and reconstruct, remodel, alter, repair, add to or take from buildings on said premises; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to insure the Trustee and any person having an interest in or responsibility for the care, management or repair of such property against such risks as the Trustee deems advisable, and to charge the premiums therefor as an expense on the trust estate; to direct, or to authorize any other person to direct, the Trustee of any land trust of which the trust is a beneficiary to mortgage, lease, convey or contract to convey the real estate held in such land trust or to execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust or in any matter regarding such trust; to execute assignments of all or any part of the beneficial interest in such land trust;

(h) to abandon any property, real and personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping, protecting or maintaining; to abstain from the payment of installments due on purchase contracts or mortgages, taxes, water rents, assessments, repairs and maintenance with respect to any such property; to permit any such property to be lost by foreclosure, tax sale or other proceedings; to convey any such property for a nominal consideration or with consideration; to permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;

(i) to purchase or otherwise acquire, or to invest, reinvest or refrain from investing the trust estate wholly or partially in common stock or in any other securities or other type or types of assets (without regard to whether such shall be listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restrictions), including but not limited to, bonds, notes, debentures, mortgages, preferred stocks, stock options, puts or calls, regulated futures contracts or forward sales contracts, voting trust certificates, beneficial interests in land trusts, interests or shares in common trust funds, mutual funds, "open-end" or "closed-end" investment funds or trust, real estate investment trust or savings and loan or building and loan associations, oil, gas or other mineral interests or natural resources, motion picture, radio, television or CATV productions, programming and licenses, livestock or other animals, commodities, including hedging operations by the use of regulated futures contracts on such commodities, foreign exchange, insurance or endowment policies, annuities, variable annuities or other property or undivided interests in property, foreign or domestic, as the Trustee may deem advisable without being limited by any statute or rule of law regarding investments by Trustees; and in that connection, without limiting the generality of the foregoing, to invest the trust estate or any part thereof in any partnership, limited partnership, joint venture, association, joint stock company or Massachusetts trust and to have and to exercise all the powers of management and participation in the management necessary and incident to a membership in such partnership, limited partnership or other venture, including the making of charitable contributions or of any election available under any tax law by such partnership or venture, and at any time to participate in the incorporation of any such partnership or venture; to open accounts, margin or otherwise, with brokerage firms, banks or others, to invest the funds of the trust estate in, and to conduct, maintain and operate such accounts directly or through an agent for the purchase, sale, and exchange of commodities, stocks, bonds and other securities, and in connection therewith, to borrow money, obtain guarantees, and engage in all other activities necessary or incident to conducting, maintaining and operating such accounts;

(j) to purchase or otherwise acquire, for cash, credit or installments, or to invest in, reinvest in, retain or continue for an indefinite term, any business or business interests, as shareholder, creditor, partner, proprietor, or otherwise, even though such interests may be closely or privately held or may constitute all or a large portion of the trust estate of a separate trust, without the necessity or requirement of application to or order from any court in any jurisdiction; to participate in the conduct of such business or to rely upon others to do so, and to take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of such business, including the voting of stock, and the determination of all questions of policy; to take possession of the assets of such business, and to exercise complete control and management of such business, and in connection therewith to enter into and perform contracts, commitments, orders, and engagements; to incur expenses and debts in connection with the conduct and operation of such business, and to pay and discharge such expenses and debts; to join in and execute partnership agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such business or any change in its nature and to retain and continue such changed or successor business; to invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any business, with trust funds; to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation and without obligation to file any report with the court in any jurisdiction; to elect, employ and compensate directors, officers, employees or agents of any business, who may include the Trustee or a director, officer or agent of the Trustee; to deal with and act for such business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds, and to be compensated therefor; to sell, pledge or liquidate any interest in such business;

(k) to exercise, or refrain from exercising, any election available under any tax law; to determine whether receipts shall constitute principal or income and whether expenses are properly chargeable to principal or income, (except as otherwise provided herein, the Trustee shall be governed in such determination by the provisions of the Principal and Income Act from time to time in force in the jurisdiction whose laws shall control the administration of the trust, or if there shall be no such act in force, by the Revised Uniform Principal and Income Act promulgated by the National Conference of Commissioners on Uniform State Laws, as then amended; in any instance not governed by any such Act, the Trustee is hereby authorized to determine what shall be charged or credited to income and what to principal and the determination of the Trustee shall be conclusive upon all persons); provided, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal; to establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the Trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the Trustee deems advisable; to amortize premiums paid on the purchase of securities or other property;

(l) to employ and pay reasonable compensation to such agents, contractors, brokers, advisors, trustees, titleholders, escrowees, custodians, depositories, accountants, attorneys, investment counsel, appraisers, insurers and others (who may be the Trustee himself in such

other capacity or any firm with which the Trustee is associated) as may be necessary or desirable in managing and protecting the trust estate, and to execute any general or limited direction or power of attorney to reflect such employment;

(m) to vote, or refrain from voting, any corporate stock either in person or by general or limited proxy, for any purpose, including without limiting the generality of the foregoing, for the purpose of electing any Trustee or beneficiary as a director of any such corporation; to exercise, or refrain from exercising, or to sell any conversion privilege, warrant, option or subscription right with respect to any security forming a part of the trust estate; to consent to take any action in connection with and reactive and retain any securities resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease, mortgage, or other disposition of the assets of any corporation or other organization the securities of which may at any time form a part of the trust estate; to deposit any securities with or under the direction of a committee formed to protect said securities and to consent to or participate in any action taken or recommended by such committee; to pay all assessments, subscriptions and other sums of money which may seem expedient for the protection of the interest of such trust as the holder of such stocks bonds or other securities; to enter into an agreement making said trust liable for a pro rata share of the liabilities of any corporation which is being dissolved and in which stock is held, when in the opinion of the Trustee such action is necessary to the plan of liquidation and dissolution of any such corporation; to join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest or corporate stock held as a portion of such trust; to join in the formation, modification, amendment, extension or cancellation of any voting trust;

(n) to accept, or refuse to accept, any additions or gifts of money or property to the trust estate and to receive distributions, devises or bequests from any other trust or estate or pursuant to the exercise of any power of appointment, and all of such additions, gifts, distributions, devises and bequests shall be added to the trust estate and held, administered and distributed as a part thereof in the same manner and with the same freedom as if it had been an original part of the trust estate;

(o) to transfer any property which may at any time form a part of the trust estate into a separate trust (including the transfer of property into a trust located in another situs), including without limitation a land trust, for the benefit of the transferee-trust or of any beneficiary thereof, the Trustee of such transferee-trust to be the transferee-Trustee or any other person, persons, corporation or combination thereof, upon such terms and conditions as the transferee-trust; to cause any securities, bank accounts, safety deposit boxes or vaults or other property, real or personal, which may at any time form a part of the trust estate to be issued, held, registered or recorded in any Trustee's individual name, or assumed name, either with or without indication of any fiduciary capacity, or in the name of a nominee, or in such form that title will pass by delivery;

(p) to apply for, purchase, accept, own and retain insurance policies and annuity contracts on the life of any person, and all right, title and interest in and to, and all rights, powers and privileges accruing under any life insurance policies or annuity contracts forming a part of the trust estate at any time, and the proceeds thereof, shall be the property of, belong to, and be exercisable by the Trustee as sole owner of said policies or contracts, including without limitation the right to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values, or the proceeds of matured endowments; to obtain and receive from the respective insurers, or issuers, such advances and loans on account of such policies or contracts as may be available; to exercise any option, right, or privilege granted in a policy or contract; to sell, assign, or pledge a policy or contract; to change the beneficiary of a policy, except that no one other than the Trustee (as Trustee and not individually) may be named as beneficiary of a policy as changed; to convert a policy into other forms of insurance; and to exercise any and all other rights, powers and privileges which the owner of such policies or contracts may have thereunder, whether or not hereinabove mentioned; and the insurer or issuer under each such policy or contract is authorized to make payments to the Trustee, to act solely upon the instructions of the Trustee, and in every respect to deal solely with the Trustee as the absolute owner of said policy or contract, and such insurer or issuer shall not be responsible for the proper application or disposition of any funds paid by it to the Trustee; and the receipt of the Trustee to each insurer or issuer shall be effective to release and discharge such insurer or issuer for any payment so made, and shall be binding upon every beneficiary of each trust hereby created;

(q) except as may otherwise be expressly provided herein, to pay premiums on insurance on the life of any person and on any annuity contract; provided, however, that the Trustee shall be under no duty to pay any premium, assessment, or other charges necessary to maintain in force any insurance policy or contract, and shall be under no duty either to keep informed with respect to such payments, or to take any other action to maintain in force any such policy or contract;

(r) upon the maturity of each insurance policy and annuity contract which may at any time form part of the trust estate or of which the Trustee may at any time be designated as beneficiary or payee, by reason of the death of the insured or otherwise, to make timely proofs of death and such other proofs as may be necessary to collect the proceeds due by reason of the maturing of such policies and contracts or permit the proceeds of any such policy or contract payable to the Trustee, or any share or portion of such proceeds, to remain with the insurer or issuer of any such annuity under any option available under the terms of such policies or contracts, to institute and maintain any proceeding at law or in equity to enforce any payment of any such policy or contract, and to perform any and all acts which may be necessary or proper for the purpose of collecting any sums which may be due and payable pursuant to the terms and provisions of any such policy or contract; provided, however, that the Trustee shall not be required to maintain any such litigation unless the Trustee shall be indemnified to the Trustee's satisfaction against all expenses and liabilities arising on account of such litigation; to compromise and adjust claims arising out of any such policy or contract, upon such terms and conditions as the Trustee may deem best, and the decisions of the Trustee shall be binding and conclusive upon all persons beneficially interested in the trust; to give receipts to any insurer or issuer of any such annuity for any amounts received by the Trustee as the proceeds of any such policy or contract, and such receipt by the Trustee shall be a complete discharge from further liability thereunder to such insurer or such issuer of such annuity and such insurer or such issuer of such annuity shall not be required to see to the application of any such proceeds received by the Trustee; provided, however, that the Trustee shall not reimburse any person interested in any insurance policy on account of the application of any of the proceeds or surrender value of such policy in satisfaction of any

indebtedness to which such policy is subject, nor shall said person be subrogated to the rights of the creditors of any collateral because of such indebtedness;

(s) to open and maintain one or more savings accounts or checking accounts and to rent one or more safety deposit boxes or vaults with any bank, trust company, safe deposit box company, savings and loan association or building and loan association, public or private, wherever located, whether within or without the United States of America, even if, in the case of a bank or trust company, such bank or trust company shall be acting as Trustee of such trust; to deposit to the credit of such account or accounts all or any part of the funds belonging to the trust estate whether or not such funds may earn interest; from time to time to remove some or all of the items placed in any safety deposit box or vault, or to withdraw a portion or all of the funds so deposited in any such account; any such removal to be carried out by and any such withdrawal to be effected by a check, written direction or other instrument signed by the Trustee or such other person or persons as the Trustee may from time to time authorize, or if more than one Trustee shall be acting, by such one or more of the Trustee shall be acting, by such one or more of the Trustees as shall be designated in writing by a majority of the Trustees, or by such other person or persons as said majority of the Trustees may from time to time authorize; and any such bank or company or association is hereby authorized to allow such person or persons access to the box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed without inquiry of any kind, and access when allowed inquiry of any kind, and access when allowed and payments when so made by such bank or company or association shall not be subject to criticism or objection by any person concerned or interested in any way in the trust;

(t) to lend the principal or income of the trust estate of a separate trust to a beneficiary of such trust, without interest and without security, or to make loans to or guarantee loans by any other person, partnership, corporation, trust or estate upon such terms as the Trustee may deem advisable, any such loan may be with or without security and may be subordinated to other obligations of the indebted party; to deal in every way and without limitation or restriction with the executor, Trustee or other representative of any other trust or estate whether or not the beneficiary has any existing or future interest therein (any even though the Trustee is acting in such other capacity);

(u) to designate a name for any separate trust created hereunder, and a collective name for any two or more of such trusts, and from time to time, to change the name of any separate trust or the collective name of any two or more of such trusts; to merge or consolidate any two or more trusts which shall be held hereunder by the Trustee under identical terms for identical beneficiaries and remaindermen; to divide any separate trust into two or more equal or unequal separate trusts to be held by the Trustee under the identical terms and for the identical beneficiaries and remaindermen as said trust shall have been held before such division; except as otherwise provided herein, to allocate different kinds of disproportionate shares of property or undivided interests in property of a separate trust among the beneficiaries thereof or among trusts into which such trust shall have been divided; to determine the value thereof; to make joint investments for any separate trusts hereunder or of which the Trustee is Trustee or Co-Trustee, to designate a name for such joint investments and to hold such joint investments as a common fund for purposes of administration, dividing the net income (gains or losses) therefrom in the same proportion as the respective interests of such trusts therein;

(v) upon written request of a beneficiary, to render annual statements of the receipts and disbursements and of the financial condition of the trust to such beneficiary; to charge and receive from the trust estate a fair and just compensation (or to waive such compensation) for services rendered as Trustee; to be reimbursed from the trust estate for all reasonable expenses incurred in the management and distribution of the trust; in any contract or agreement made by the Trustee on behalf of the trust, to provide against personal liability of any individual, and the rights or obligations created under and by virtue of such contract or agreement shall belong to or be the obligation of such trust; to be reimbursed from the trust estate for any tax or penalty paid by the Trustee during the existence of the trust or thereafter, and if such trust estate is insufficient or if such trust be then terminated, to be reimbursed by the person or persons to whom the property of such trust shall have been distributed to the extent of the amount received by each such person (before making any distribution of either income or principal, the Trustee may accordingly require an undertaking by the distributee in form satisfactory to the Trustee to reimburse the Trustee for all such taxes and penalties, or the Trustee may withhold distribution of a reasonable amount required to meet any taxes, interest and penalties thereon pending release of any tax lien or the final determination of any tax controversy); to secure from any beneficiary a full and complete release from any and all liabilities whatsoever attributable to any acts by the Trustee or any decisions by the Trustee to act or to refrain from acting in any manner whatsoever with respect to the investment of the assets of the trust estate, retention of any or all trust assets; to secure the written approval by any beneficiary of any account or statement; to settle the account of a deceased, incapacitated or resigned Trustee, and the Trustee or any beneficiary of any separate trust may, without liability to any present or future beneficiary of any other person, approve the accounts of and give a full and complete release and discharge to any deceased, incapacitated or resigned Trustee; any approval, release or discharge given under this subsection (v) shall be conclusively binding on all persons having any interest in the trust, including each beneficiary and all of said beneficiary's descendants (including then unborn descendants), heirs or appointees who may then have or thereafter acquire any interest in the trust;

(w) at any time and from time to time, and subject to revocation at any time, to delegate the authorities, discretions and powers, or any of them, herein conferred upon a Trustee, or the custody of any or all property comprising the trust estate, to any one or more Co-Trustees then acting, such delegation and all revocations thereof to be evidenced by an instrument in writing signed, acknowledged and delivered to the Co-Trustee or Co-Trustees and the beneficiary or beneficiaries of the trust; to transfer the situs of any or all trust assets to any other place whether within or without the United States; to appoint any bank or trust company as Substitute Trustee as to such assets, and at will to remove (and approve the accounts and give full release and discharge to) any Substitute Trustee so appointed and to appoint another such Substitute Trustee or to rescind such appointment;

(x) to make any payment, to receive any money, to take any action and to make, execute and deliver and receive any contract, deed, instrument or document which may be deemed necessary or advisable to exercise any of the foregoing powers or to carry into effect any

provision herein contained; in addition to the powers enumerated hereinabove, to do all other acts which in the judgment of the Trustee are necessary or desirable for the proper administration of the trust estate;

provided, however, that nothing herein contained shall be construed to enable the Trustee to lend the principal or income of the trust estate, directly or indirectly, to any person who shall be deemed to be a grantor of such trust estate without adequate interest and security, nor enable any person to purchase, exchange or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth.

SECTION 8. Miscellaneous.

(a) **Non-Contractual Obligation of the Grantor and the Grantor's Spouse.** This Revocable Trust Agreement may be executed at approximately the same time as the Grantor and the Grantor's spouse are executing Wills, and under certain circumstances property may pass to this trust under one or both of their Wills. However, there is no contract between the Grantor or the Grantor's spouse that either of them will transfer any property to any trust created hereunder or will make any specific bequest or transfer of any kind and neither the Grantor nor the Grantor's spouse is under any obligation whatsoever to make any such transfer. Provided further, the Grantor remains free to revoke, alter and amend this Agreement and Grantor and the Grantor's spouse each remains free to change either his or her Will or the beneficiary designations of his or her Will or the beneficiary designations of his or her insurance or other benefits, or all of them, in such manner as either of them, acting alone, may desire at any time.

(b) Certain Definitions.

(i) **Trust Estate.** As used herein, the term "trust estate" shall include all property received initially by the Trustee with respect to any separate trust, all additions thereto received by the Trust from any other source, all investments and reinvestments of such property or such additions thereto and all accrued and undistributed income of such trust.

(ii) **"Spouse" or "Wife".** The "spouse" or "wife" of any person other than the Grantor's spouse means the individual legally married to, and not legally separated from, such person on the date of the distribution then in question or on the date of the prior death of such person.

(iii) **Pronouns.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

(iv) **Headings.** The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

(v) **Code.** The "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(c) **Governing Law.** Unless the law of a different state is specified in this instrument, the law of Illinois shall be the governing law. Each trust shall be construed in accordance with the governing law, and all questions concerning the rights and duties of the parties and beneficiaries, or concerning compliance with the provisions of such trust, shall be resolved in accordance with such governing law.

STONE, MCGUIRE & BENJAMIN
A Professional Corporation