



SUGGESTED TRUST LANGUAGE

This language is provided to attorneys at their request to assist in the preparation of documents designating First State Trust Company (“FSTC”) as the Trustee, Co-Trustee, Successor Trustee or Successor Co-Trustee (collectively, “Fiduciary”).

The language is a suggestion only and should be incorporated in the Trust only to the extent the client’s attorney, in his or her legal judgment, deems appropriate.

This language relates only to First State Trust Company’s ability to administer the trust. FSTC will review the Trust to assure that it contains the appropriate provisions for this purpose. Such review will not include estate planning, legal or tax matters. FSTC does not provide estate planning, legal or tax advice. Rather, all such advice is provided by the client’s attorney, who is solely responsible for assuring that the Trust meets the client’s estate and tax planning objectives.



SPECIAL PROVISIONS REGARDING
FIRST STATE TRUST COMPANY
FOR USE BY LEGAL COUNSEL ONLY

LEGAL NAME: First State Trust Company

During any period in which FIRST STATE TRUST COMPANY is serving as a Trustee hereunder, the following additional provisions shall apply, and to the extent of any inconsistency between the following provisions and the other provisions of this Agreement, the following provisions shall control:

1. Bond. No Trustee shall be required to give any bond or surety.
2. Compensation. FIRST STATE TRUST COMPANY, and any successor corporate Trustee hereunder, shall be entitled to receive compensation for the performance of its functions hereunder in accordance with its Published Schedule of Fees in effect from time to time.
3. Merger or Consolidation of Trust. If FIRST STATE TRUST COMPANY is merged or consolidated with or transfers substantially all of its assets to another corporation, or is in any manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of FIRST STATE TRUST COMPANY and, in such capacity, shall possess and exercise all right, title, powers, authorities and discretions granted to FIRST STATE TRUST COMPANY.
4. Trust Termination. If at any time the expense of maintaining this trust or any of the separate shares thereof created hereunder shall, in the sole judgment of the Trustee, not be justified, the Trustee, in its discretion, may pay over the then principal of such trust and the undistributed income, if any, to the person or persons then entitled to receive or benefit from the income of such trust in the proportions in which they are entitled to such income, and such trust shall terminate, notwithstanding any provisions to the contrary in this Agreement.
5. Successor Trustee Exoneration. No successor Trustee shall be obligated or required to inquire into the acts, omissions, or accounts of any prior Trustee or to bring any action against any prior Trustee to compel redress of any breach of trust or for any other reason. In no event shall a successor Trustee be liable for any act or omission of any prior Trustee. A successor Trustee may accept the account rendered and the property received from a prior Trustee as a full and complete discharge to the prior Trustee without incurring any liability for doing so. A successor Trustee shall have all of the powers and discretions conferred in the governing instrument upon the original Trustee.
6. Appointment of Special Trustee. In the event the Trustee is unable, or it is inconvenient for the Trustee, to act with respect to any trust property, the Trustee

shall have the power from time to time to designate in writing an individual or entity having trust powers, to act as Designated Trustee with respect to such property. Each Designated Trustee shall have all of the Trustee's powers with respect to the specified property provided under this Agreement except as otherwise specified, and subject to any directions given from time to time in writing by the Trustee. Any Designated Trustee may resign at any time by delivery of a written resignation to the Trustee, and the Trustee may at any time by written notice remove the Designated Trustee.

7. Accountings or Reports. The Trustee may from time to time render an informal account, statement or report of its administration of each separate trust hereunder to each beneficiary who during the period covered by the account was entitled absolutely to a current payment of income or principal from the trust, or, if there is no such beneficiary, to such beneficiaries who are entitled absolutely or in the discretion of the Trustee to a payment of income or principal from the trust. If any beneficiary or legal representative or parent of a beneficiary who is not of full age or legal capacity to whom any such account is rendered shall not, within ninety (90) days after the mailing of such statement, have notified the Trustee in writing of its disapproval of the same, such statement shall be deemed to be approved.

8. Resignation of Trustees. Any Trustee shall have the right to resign at any time upon thirty (30) days written notice to the beneficiaries then entitled to receive income distributions under this agreement or, in the event that any of such beneficiaries are incapacitated or are minors, to such beneficiaries and the respective guardians or personal representatives of such beneficiaries. If any Trustee of this trust resigns, a successor Trustee shall be appointed by a majority of the beneficiaries then entitled to receive income distributions under this trust, or in the event that any of such beneficiaries are incapacitated or are minors, a majority of such beneficiaries and the respective guardians or personal representatives of such beneficiaries.

9. Removal of Trustees. Any Trustee may be removed at any time, with or without cause, by a majority vote of the beneficiaries then entitled to receive income distributions under this agreement or, in the event that any of such beneficiaries are incapacitated or are minors, by a majority of such beneficiaries and the respective guardians or personal representatives of such beneficiaries. Written notice of such notice of removal shall be delivered to the trustee and shall become effective upon delivery of the same. The successor corporate Trustee shall be appointed by a majority of the beneficiaries then entitled to receive income distributions under this agreement or, in the event that any of such beneficiaries are incapacitated or are minors, by a majority of such beneficiaries and the respective guardians or personal representatives of such beneficiaries.

10. Governing Law; Removal of Situs of Trust to Domicile of Successor. This trust is being created under the laws of _____. Should any Trustee be a



corporation domiciled outside the State of _____, such Trustee shall be authorized to remove the trust assets to the domicile of such Trustee; and the administration of such trust shall then be governed by the laws of the state in which such Trustee is domiciled. However, the construction of such trust and the rights of the trust beneficiaries shall continue to be governed by the laws of _____.