**\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DESCENDANTS’ TRUST**

ARTICLE First DIVISION of property INTO PORTION I AND PORTION II 2

A. Portion I 2

B. Portion II 3

ARTICLE Second TRUSTS DURING lives of grantor and   
grantor’s spouse 3

A. Trust During Life of Grantor’s Spouse 3

B. Trust During Life of Grantor. 6

ARTICLE Third DISPOSITION FOR GRANTOR’S DESCENDANTS 7

A. Trust for Descendants During Life of Primary Beneficiary 7

B. Disposition Upon Death of Primary Beneficiary 8

C. Disposition of Unappointed Property for Descendants. 10

1. Upon Death of Primary Beneficiary Whose Death Would Cause  
Generation-Skipping Transfer Tax. 10

2. Upon Death of Deceased Primary Beneficiary Whose Death Would Not Cause Generation-Skipping Transfer Tax. 13

3. If No Descendant of Grantor is Living 15

D. Multiple Trusts 15

E. Intention as to Disposition Under Article THIRD 15

ARTICLE Fourth ALTERNATIVE DISPOSITION OF PROPERTY IF NO   
DESCENDANT OF GRANTOR IS THEN LIVING 16

ARTICLE Fifth BACK-UP PERPETUITIES PROVISION 16

ARTICLE Sixth GENERAL PROVISIONS APPLICABLE TO TRUSTS 17

A. Power to Distribute Principal or Income in Trust 17

B. Predeceased Child Rule 18

ARTICLE Seventh MINORITY TRUST PROVISIONS 19

A. Minority Trust 19

B. Donees of Power in Trust 20

C. Not for Support 21

ARTICLE Eighth TRUSTEES’ POWERS 21

A. Powers of Investment Trustee 21

B. Powers of Independent Trustee 25

C. Powers of Administrative Trustees 29

D. Trustees Powers Exercised Without Court Authorization 30

E. “Prudent Person” and “Prudent Investor” Rules Waived 30

F. Division and Combination Provision 32

G. Special Trustee Liability Provision 33

H. Property With Potential Environmental Hazards 35

ARTICLE NINTH TRUSTEE PROVISIONS 38

A. Nomination of Trustees for Trusts Under Article SECOND 38

B. Nomination of Trustees for Trusts Under Article THIRD for Primary   
Beneficiaries 38

C. Nomination of Trustees for Other Trusts 38

D. Persons Not Eligible to Act as Independent Trustee 38

E. Trustee Acting in More Than One Capacity 39

F. Appointment of Co-Trustee 39

1. Investment Trustees 39

2. Independent Trustees 39

3. Administrative Trustee 40

4. Method of Appointment 40

G. Resignation 40

H. Retirement at Age 75 40

I. Appointment of Successor Trustees 41

J. Rights and Duties of Successor Trustees 42

K. Trust Protector 42

L. Restrictions on Trustees 44

M. Compensation 45

N. Bond 46

O. Accounting 46

P. Authorization of Conflict of Interest 47

Q. Trustee Has Absolute Discretion 48

R. Merger of Corporate Trustee 48

S. Use of Terms 48

article tenth TRUSTEES ACTING IN FIDUCIARY CAPACITY 49

article eleventh Trustees’ Authority Continues Until  
Distribution 49

Article twelfth SELECTOR PROVISIONS AND POWER OF   
GRANTOR’S SPOUSE TO SUBSTITUTE PROPERTY 49

A. Appointment of Selector 49

B. Power of Grantor’s Spouse to Substitute Property. 51

ARTICLE THIRTEENTH TERMINATION OF GRANTOR TRUST, RESTRICTIONS   
ON GRANTOR AND NO PAYMENT OF GRANTOR’S INCOME TAX 52

A. Termination of Grantor Trust 52

B. Restrictions Relating to Grantor and Grantor’s Spouse 54

C. Grantor’s Intent 55

D. Grantor’s Income Tax 55

ARTICLE FOURTEENTH INTENT TO CREATE ALASKA TRUST 55

ARTICLE FIFTEENTH GOVERNING LAW AND TRUST SITUS 56

A. Governing Law 56

B. Situs 57

ARTICLE SIXTEENTH ADDITIONAL PROPERTY 57

ARTICLE SEVENTEENTH DISCLAIMER 57

ARTICLE EIGHTEENTH SPENDTHRIFT TRUST PROVISION 58

ARTICLE NINETEENTH IRREVOCABILITY OF TRUST 59

ARTICLE TWENTIETH Definitions 59

A. Child, Children, Descendant and Descendants 59

B. Minor 59

C. Adult 59

D. Per Stirpes 59

E. Spouse 60

F. Incompetency. 60

ARTICLE TWENTY-FIRST MISCELLANEOUS PROVISIONS 61

A. Receipt 61

B. Application To Successors 61

C. Headings 61

D. Counterparts 61

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DESCENDANTS’ TRUST**

**THIS AGREEMENT OF TRUST** made as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_ \_, between \_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, as Grantor (the “Grantor”), and \_\_\_\_\_\_\_\_\_\_\_\_, residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the Investment Trustee (the “Investment Trustee”) and the Independent Trustee (the “Independent Trustee”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_, Alaska, as the Administrative Trustees (the “Administrative Trustees”) (herein collectively the “Trustees”).

**W I T N E S S E T H :**

**WHEREAS**, the Grantor desires to create a trust of the property hereinafter specified, which is the Grantor’s sole and separate property, for the purposes hereinafter set forth, and the Trustees have consented to accept and perform said trust in accordance with such terms; and

**WHEREAS**, the Grantor desires to give the Trustees broad discretion with respect to the management, distributions and investments of the various trusts created herein with the intention of generally obtaining the objectives of benefiting the beneficiaries of the trusts while attempting to minimize the extent to which the trust estate is subject to the claims of creditors, to minimize all wealth transfer taxes on the trusts, and to minimize the income and wealth transfer taxes which any beneficiary hereunder or his or her estate may pay on any trust created herein; and

**WHEREAS**, to maximize the protection of the trust estate or estates from claims of the creditors of the Grantor or any beneficiary and to minimize all wealth transfer taxes, the Grantor has provided that the various trusts created herein may be held in trust in perpetuity, to the extent not prohibited by law,

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, the Grantor does hereby assign, convey, transfer and deliver to the Trustees the property set forth in the Schedule hereto annexed,

**TO HAVE AND TO HOLD** the same and any other property which the Trustees may hereafter at any time hold or acquire hereunder (the “trust estate”) IN TRUST, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

1. DIVISION of property INTO PORTION I AND PORTION II

Unless the Trustees receive written instructions to the contrary prior to or simultaneous with the transfer of property to the Trustees, any property assigned, conveyed, transferred or delivered, to the extent constituting a direct or indirect transfer for Federal gift tax purposes, and whether or not the transfer is regarded as complete for Federal gift tax purposes, by the Grantor or any other person to the Trustees, whether by gratuitous transfer, bargain sale, bargain purchase or otherwise (herein called the “transferred property”) shall be divided into two (2) portions to be known as Portion I and Portion II, such portions to be constituted and disposed of as follows:

* 1. Portion I

**.**  Portion I shall consist of that fractional part (not in excess of the whole) of the transferred property of which (i) the numerator shall be an amount equal to the Unused GST Exemption (as hereinafter defined in this paragraph) of the Grantor and (ii) the denominator shall be the greater of (a) the Unused GST Exemption of the Grantor and (b) the value of the transferred property as finally determined for Federal gift tax purposes. As used in this paragraph A, Unused GST Exemption means the maximum exemption from the generation-skipping transfer tax allowed per transferor under section 2631(a) of the Internal Revenue Code of 1986, as amended (the “Code”) [“GST Exemption”] reduced by the GST Exemption which such transferor has allocated or is deemed to have allocated to transfers of property or advises the Trustees in writing at or prior to the time of contribution of the transferred property which such transferor intends to allocate to transfers of property (other than property forming a part of Portion I passing pursuant to this Article). Portion I shall be held by the Trustees in a separate trust in accordance with the terms and conditions of Article SECOND hereof.

* 1. Portion II

**.** Portion II shall consist of the balance, if any, of the transferred property. Portion II shall be held by the Trustees in a separate trust in accordance with the terms and conditions of Article SECOND hereof.

1. TRUSTS DURING lives of grantor and grantor’s spouse
   1. Trust During Life of Grantor’s Spouse

**.** Any property or any trust created hereunder which is directed to be held in accordance with the terms and conditions of this Article SECOND shall be held by the Trustees, IN TRUST, to manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and principal thereof to such extent, if any, including the whole thereof, and in such amounts and proportions, including all to one to the exclusion of the others, at such time or times and in such manner or manners, as the Independent Trustee, in the exercise of sole and absolute discretion, may determine, to or for the benefit of one or more members of the class consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Grantor’s spouse”), the Grantor’s descendants living from time to time during the trust term, and any organization or organizations that are added to the class of beneficiaries of this trust by the Selector pursuant to paragraph A of Article TWELFTH, as the Independent Trustee, in the exercise of sole and absolute discretion, shall select. Any net income not so paid over or applied shall be accumulated and added to the trust principal and thereafter shall be held, administered and disposed of as a part thereof. It would be in keeping with the Grantor’s present intention, but it is not the Grantor’s direction, if the Independent Trustee would prefer the Grantor’s spouse and the Grantor’s descendants over and to the exclusion of the other beneficiaries and to the extent possible consistent with that objective, were to minimize distributions from the trust if it has an inclusion ratio for generation-skipping transfer tax purposes of less than one unless the distribution is to a skip-person for generation-skipping transfer tax purposes.

Upon the death of the Grantor’s spouse, the entire trust principal, if any, as it is then constituted, together with any accrued, accumulated and undistributed income, shall be transferred, conveyed and paid over to or for the benefit of such one or more members of the class consisting of the descendants of the Grantor's parents, to such extent, in such amounts and proportions, and in such lawful interests or estates, whether absolute or in trust (including, but without limitation, the grant of a presently exercisable general or non-general power of appointment), as the Grantor’s spouse may, by written instrument executed and acknowledged by her during her life and delivered to the Trustees, or by her Last Will and Testament, appoint by a specific reference to this power.

Any such instrument in writing shall be revocable by any subsequent instrument or by the Last Will and Testament of the Grantor’s spouse, by specific reference to such prior instrument, unless pursuant to its terms such prior instrument is specified to be irrevocable. In the event of any inconsistency between any such instrument and a subsequent instrument or the Last Will and Testament of the Grantor’s spouse which is not resolved by the terms of such instruments and Will, such instruments and Will shall be applied in the following order of priority: first, any such instrument which pursuant to its terms is specified to be irrevocable; second, the Will of the Grantor’s spouse (regardless of whether executed before or after any such instrument); third, any such instrument executed after any other such instrument. The Grantor’s spouse may, by an acknowledged, written instrument delivered to the Trustees, at any time and from time to time during her life, release such power of appointment with respect to any or all of the property subject to such power and may further limit the persons in whose favor such power may be exercised.

If the power of appointment is not effectively exercised in whole or in part by the Grantor’s spouse, the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to the extent, if any, not effectively appointed by her, shall, upon the death of the Grantor’s spouse, be disposed of pursuant to whichever of the following subparagraphs (i) and (ii) is applicable:

(i) If any descendant of the Grantor is then living, such principal shall be held in a separate trust in accordance with the terms and conditions of paragraph B of this Article SECOND, if the Grantor is then living, or, if the Grantor is not then living, such principal shall be divided and set aside into per stirpital shares for the Grantor’s then living descendants. (Each descendant for whom a per stirpital share is set aside is herein referred to as a “primary beneficiary.”) The share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions of paragraph A and the subsequent paragraphs of Article THIRD hereof.

(ii) If no descendant of the Grantor is then living, such principal shall be disposed of in accordance with the terms and conditions of Article FOURTH hereof.

* 1. Trust During Life of Grantor.

Any property or any trust created hereunder which is directed to be held in accordance with the terms and conditions of this paragraph B of Article SECOND shall be held by the Trustees, during the lifetime of the Grantor, IN TRUST, to manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and principal thereof to such extent, if any, including the whole thereof, and in such amounts and proportions, including all to one to the exclusion of the others, at such time or times and in such manner or manners, as the Independent Trustee, in the exercise of sole and absolute discretion, may determine, to or for the benefit of one or more members of the class consisting of the Grantor’s descendants living from time to time during the trust term and any person or persons who are added to the class of beneficiaries of this trust by the Selector pursuant to paragraph A of Article TWELFTH hereof, as the Independent Trustee, in the exercise of sole and absolute discretion, shall select. Any net income not so paid over or applied shall be accumulated and added to the trust principal and thereafter shall be held, administered and disposed of as a part thereof. It would be in keeping with the Grantor’s present intention, but it is not the Grantor’s direction, if the Independent Trustee would prefer the Grantor’s descendants over and to the exclusion of the other beneficiaries, and to the extent possible consistent with that objective, were to minimize distributions from the trust if it has an inclusion ratio for generation-skipping transfer tax purposes of less than one unless the distribution is to a skip-person for generation-skipping transfer tax purposes.

Upon the death of the Grantor, the balance of the trust principal, if any, as it is then constituted, together with any accrued, accumulated and undistributed income, shall be disposed of pursuant to whichever of the following subparagraphs (i) and (ii) is applicable:

(i) If any descendant of the Grantor is then living, such principal and income shall be divided and set aside into per stirpital shares for the Grantor’s then living descendants. (Each descendant for whom a per stirpital share is set aside is herein referred to as a “primary beneficiary.”) The share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions of paragraph A and the subsequent paragraphs of Article THIRD.

(ii) If no descendant of the Grantor is then living, such principal and income shall be disposed of in accordance with the terms and conditions of Article FOURTH hereof.

1. DISPOSITION FOR GRANTOR’S DESCENDANTS
   1. Trust for Descendants During Life of Primary Beneficiary

**.** Any share which is directed to be held in accordance with the terms and conditions of this paragraph A of this Article THIRD shall be held by the Trustees, IN TRUST, in a separate trust for the benefit of the primary beneficiary for whom the share is set aside and the descendants of the primary beneficiary living from time to time during the trust term (hereinafter collectively referred to as the “beneficiaries”), to manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and principal thereof to such extent, if any, including the whole thereof, in such amounts and proportions, including all to one to the exclusion of the others, at such time or times and in such manner or manners, as the Independent Trustee, in the exercise of sole and absolute discretion, may determine, to or for the benefit of one or more of the beneficiaries as the Independent Trustee, in the exercise of sole and absolute discretion, may select. Any net income not so paid over or applied shall be accumulated and added to the trust principal at least annually and thereafter shall be held, administered and disposed of as a part thereof. Without in any way limiting the sole and absolute nature of the discretion conferred upon the Independent Trustee, it would be in keeping with the Grantor’s present intention, but it is not the Grantor’s direction, if the Independent Trustee would prefer the primary beneficiary over and to the exclusion of the other beneficiaries and the Grantor’s descendants over and to the exclusion of the other beneficiaries (other than the primary beneficiary) and, to the extent possible consistent with those objectives, were to minimize distributions from any trust having an inclusion ratio for generation-skipping transfer tax purposes of less than one unless the distribution is to a skip-person for generation-skipping transfer tax purposes.

* 1. Disposition Upon Death of Primary Beneficiary

**.** Upon the death of the primary beneficiary, the Trustees shall transfer, convey and pay over the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to or for the benefit of such one or more members of the class consisting of the descendants of the Grantor (other than the primary beneficiary, the primary beneficiary’s creditors, the primary beneficiary’s estate and the creditors of the primary beneficiary’s estate), to such extent, in such amounts and proportions, and in such lawful interests or estates, whether absolute or in trust (including, but without limitation, the grant of a presently exercisable general or non-general power of appointment), as the primary beneficiary may, by written instrument executed and acknowledged by him or her during his or her life and delivered to the Trustees, or by his or her Last Will and Testament, appoint by a specific reference to this power.

Any such instrument in writing shall be revocable by any subsequent instrument or by the Last Will and Testament of the primary beneficiary, by specific reference to such prior instrument, unless pursuant to its terms such prior instrument is specified to be irrevocable. In the event of any inconsistency between any such instrument and a subsequent instrument or the Last Will and Testament of the primary beneficiary which is not resolved by the terms of such instruments and Will, such instruments and Will shall be applied in the following order of priority: first, any such instrument which pursuant to its terms is specified to be irrevocable; second, the Will of the primary beneficiary (regardless of whether executed before or after any such instrument); third, any such instrument executed after any other such instrument. The primary beneficiary may, by an acknowledged, written instrument delivered to the Trustees, at any time and from time to time during his or her life, release such power of appointment with respect to any or all of the property subject to such power and may further limit the persons in whose favor such power may be exercised.

The primary beneficiary may, by an acknowledged, written instrument delivered to the Independent Trustee, at any time and from time to time during his or her life, release such power of appointment with respect to any or all of the property subject to such power and may further limit the persons and/or entities in whose favor such power may be exercised.

If the power of appointment is for any reason not effectively exercised in whole or in part by the primary beneficiary, the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to the extent, if any, not effectively appointed by him or her, shall, upon his or her death, be disposed of in accordance with the terms and conditions of paragraph C of this Article THIRD.

* 1. Disposition of Unappointed Property for Descendants.
     1. Upon Death of Primary Beneficiary Whose Death Would Cause Generation-Skipping Transfer Tax.
        1. If Any Descendant of Primary Beneficiary is Living

**.** Upon the death of the primary beneficiary (referred to in this paragraph C as the “deceased primary beneficiary”), if any descendant of the deceased primary beneficiary is then living, and if the death of such deceased primary beneficiary would cause the imposition of a generation-skipping transfer tax if the trust upon the death of the deceased primary beneficiary were distributable as provided in section (a) of subparagraph 2 of this paragraph C (but without regard to the fact that section (a) of subparagraph 2, in fact, applies only if such distribution would not cause the imposition of a generation-skipping transfer tax), the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to the extent, if any, not effectively appointed by the deceased primary beneficiary, shall, upon his or her death, continue in trust until the fifth (5th) anniversary of the death of the deceased primary beneficiary and, until such fifth (5th) anniversary, shall be held by the Trustees hereinafter named, IN TRUST, in a separate trust for the benefit of those descendants of the deceased primary beneficiary living upon the death of the deceased primary beneficiary who are then assigned to the youngest generation from the Grantor for generation-skipping transfer tax purposes of the Code (hereinafter collectively the “Deceased Primary Beneficiary’s Youngest Descendants”), to manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and principal thereof, if any, to such extent, if any, including the whole thereof, in such amounts and proportions, including all to one to the exclusion of the others, at such time or times and in such manner or manners, as the Independent Trustee, in the exercise of sole and absolute discretion, shall determine, to or for the benefit of one or more of the Deceased Primary Beneficiary’s Youngest Descendants, as the Independent Trustee, in the exercise of sole and absolute discretion, shall select. Any net income not so paid over or applied shall be accumulated and added to the trust principal and thereafter shall be held, administered and disposed of as a part thereof.

Upon the fifth (5th) anniversary of the death of the deceased primary beneficiary, the trust principal then held for the benefit of the Deceased Primary Beneficiary’s Youngest Descendants under this section (a) of this subparagraph 1, as it is then constituted, together with any accrued, accumulated and undistributed income, shall be disposed of pursuant to whichever of the following sections (i) or (ii) is applicable:

(i) If any descendant of the deceased primary beneficiary is then living, such principal and income shall be divided and set aside into per stirpital shares for the then living descendants of the deceased primary beneficiary. (Each descendant of the deceased primary beneficiary for whom a per stirpital share is set aside is herein referred to as a “primary beneficiary.”) The per stirpital share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions of paragraph A of this Article THIRD and the other provisions of this Article THIRD; provided, however, that if a trust already exists under paragraph A of this Article THIRD of which that primary beneficiary is also the primary beneficiary, the Trustees, in the exercise of sole and absolute discretion, may instead add the share to that existing trust, thereafter to be held, administered and disposed of as a part thereof.

(ii) If no descendant of the deceased primary beneficiary is then living, such principal and income shall be divided and set aside into per stirpital shares for the descendants who are then living of the lineal ancestor of the deceased primary beneficiary of the closest degree of consanguinity to the deceased primary beneficiary which ancestor has descendants who are then living and which ancestor is (or was) also a descendant of the Grantor or which ancestor is (or was) the Grantor. (Each descendant for whom a per stirpital share is set aside is herein referred to as a “primary beneficiary.”) The per stirpital share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions of paragraph A of this Article THIRD and the other provisions of this Article THIRD; provided, however, that if a trust already exists under paragraph A of this Article THIRD of which that primary beneficiary is also the primary beneficiary, the Trustees, in the exercise of sole and absolute discretion, may instead add the share to that existing trust, thereafter to be held, administered and disposed of as part thereof.

* + - 1. If No Descendant of Deceased Primary Beneficiary is Living

**.** Upon the death of the deceased primary beneficiary, if no descendant of the deceased primary beneficiary is then living but a descendant of the Grantor is then living, and if the death of such deceased primary beneficiary would cause the imposition of a generation-skipping transfer tax if the trust upon the death of the deceased primary beneficiary were distributable as provided in section (b) of subparagraph 2 of this paragraph C (but without regard to the fact that section (b) of subparagraph 2, in fact, applies only if such distribution would not cause the imposition of a generation-skipping transfer tax), the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to the extent, if any, not effectively appointed by the deceased primary beneficiary, shall, upon his or her death, continue in trust until the fifth (5th) anniversary of the death of the deceased primary beneficiary and until such fifth (5th) anniversary, shall be held by the Trustees hereinafter named, IN TRUST, in a separate trust for the benefit of those then living descendants who are then assigned to the youngest generation from the Grantor for generation-skipping transfer tax purposes of the Code of the ancestor of the deceased primary beneficiary of the closest degree of consanguinity to the deceased primary beneficiary which ancestor has descendants who are then living and which ancestor is (or was) a descendant of the Grantor or which ancestor is (or was) the Grantor (hereinafter collectively the “Youngest Collateral Relatives”), to manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and principal thereof, to such extent, if any, including the whole thereof, in such amounts and proportions, including all to one to the exclusion of the others, and at such time or times and in such manner or manners, as the Independent Trustee, in the exercise of sole and absolute discretion, shall determine, to or for the benefit of one or more of the deceased primary beneficiary’s Youngest Collateral Relatives, as the Independent Trustee, in the exercise of sole and absolute discretion, shall select. Any net income not so paid over or applied shall be accumulated and added to the trust principal and thereafter shall be held, administered and disposed of as a part thereof.

Upon the fifth (5th) anniversary of the death of the deceased primary beneficiary, the trust principal then held for the benefit of the deceased primary beneficiary’s Youngest Collateral Relatives under this section (b) of this subparagraph 1, as it is then constituted, together with any accrued, accumulated and undistributed income, shall be divided and set aside into per stirpital shares for the descendants who are then living of the lineal ancestor of the deceased primary beneficiary of the closest degree of consanguinity to the deceased primary beneficiary which ancestor has descendants who are then living and which ancestor is (or was) also a descendant of the Grantor or which ancestor is (or was) the Grantor. (Each descendant for whom a per stirpital share is set aside is herein referred to as a “primary beneficiary.”) The per stirpital share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions of paragraph A of this Article THIRD and the other provisions of this Article THIRD; provided, however, that if a trust already exists under paragraph A of this Article THIRD of which that primary beneficiary is also the primary beneficiary, the Trustees, in the exercise of sole and absolute discretion, may instead add the share to that existing trust, thereafter to be held, administered and disposed of as a part thereof.

* + 1. Upon Death of Deceased Primary Beneficiary Whose Death Would Not Cause Generation-Skipping Transfer Tax.
       1. If Any Descendant of Deceased Primary Beneficiary is Living

**.** Upon the death of the deceased primary beneficiary, if any descendant of the deceased primary beneficiary is then living, and if the death of such deceased primary beneficiary would not cause the imposition of a generation-skipping transfer tax if the trust upon the death of the deceased primary beneficiary were distributable as provided in this section (a) of this subparagraph 2, the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to the extent, if any, not effectively appointed by the deceased primary beneficiary, shall, upon his or her death, be divided and set aside into per stirpital shares for the then living descendants of the deceased primary beneficiary. (Each descendant of the deceased primary beneficiary for whom a per stirpital share is set aside is herein referred to as a “primary beneficiary.”) The per stirpital share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions of paragraph A of this Article THIRD and the other provisions of this Article THIRD; provided, however, that if a trust already exists under paragraph A of this Article THIRD of which that primary beneficiary is also the primary beneficiary, the Trustees, in the exercise of sole and absolute discretion, may instead add the share to that existing trust, thereafter to be held, administered and disposed of as a part thereof.

* + - 1. If No Descendant of Deceased Primary Beneficiary is Living

**.**  Upon the death of the deceased primary beneficiary, if no descendant of the deceased primary beneficiary is then living but a descendant of the Grantor is then living, and if the death of such deceased primary beneficiary would not cause the imposition of a generation-skipping transfer tax if the trust upon the death of the deceased primary beneficiary were distributable as provided in this section (b) of this subparagraph 2, the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to the extent not effectively appointed by the deceased primary beneficiary, shall, upon his or her death, be divided and set aside into per stirpital shares for the descendants who are then living of the lineal ancestor of the deceased primary beneficiary of the closest degree of consanguinity to the deceased primary beneficiary which ancestor has descendants who are then living and which ancestor is (or was) also a descendant of the Grantor or which ancestor is (or was) the Grantor. (Each descendant for whom a per stirpital share is set aside is herein referred to as a “primary beneficiary.”) The per stirpital share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions of paragraph A of this Article THIRD and the other provisions of this Article THIRD; provided, however, that if a trust already exists under paragraph A of this Article THIRD of which that primary beneficiary is also the primary beneficiary, the Trustees, in the exercise of sole and absolute discretion, may instead add the share to that existing trust, thereafter to be held, administered and disposed of as part thereof.

* + 1. If No Descendant of Grantor is Living

**.** Upon the death of the deceased primary beneficiary, or upon the fifth (5th) anniversary of the death of the deceased primary beneficiary with respect to any trust under subparagraph 1 of this paragraph C, as the case may be, if no descendant of the Grantor is then living, the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, shall be disposed of in accordance with the terms and conditions of Article FOURTH hereof.

* 1. Multiple Trusts

**.**  The Grantor recognizes that there may be multiple trusts created for a primary beneficiary under this Article THIRD, and that the Independent Trustee may exercise the discretion hereunder to combine some or all of these trusts.

* 1. Intention as to Disposition Under Article THIRD

**.** It is the Grantor’s general intention that, upon the death of any primary beneficiary (regardless of his or her generation from the Grantor) of any trust under this Article THIRD, except to the extent such primary beneficiary effectively exercises his or her power of appointment to effect a different disposition, the property shall continue to be held in trust as therein provided in perpetuity.

1. ALTERNATIVE DISPOSITION OF PROPERTY IF NO  
   DESCENDANT OF GRANTOR IS THEN LIVING
   1. Any property which is directed to be disposed of in accordance with the terms and conditions of this Article FOURTH, or if upon the termination of any trust created hereunder there is no effective disposition of the property in that trust by other provisions of this Agreement of Trust, the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income (“such property”), shall be disposed of as follows:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. BACK-UP PERPETUITIES PROVISION

The trusts created hereunder shall be perpetual to the fullest extent permitted by Alaska law. If any trust created hereunder is deemed to be subject to the law of a jurisdiction and that jurisdiction has a rule against perpetuities or similar rule which limits the period during which property may be held in trust, then such trust shall terminate in all events upon the expiration of the longest period that property may be held in trust under this Agreement of Trust under the law of such jurisdiction (including any applicable period in gross, such as 21 years, 90 years or 360 years); provided, however, that if the jurisdiction has a rule against perpetuities or similar rule which applies only to certain types of property, such as real property, the provisions of this Article shall apply only to such property. If under the law of such jurisdiction the longest period that property may be held in trust may be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals in being upon the commencement of such rule against perpetuities period (or similar rule), those individuals shall consist of all of the descendants of the parents of the Grantor and the parents of the Grantor’s spouse who were in being on the date of the commencement of such rule against perpetuities period (or similar rule). Upon termination of a trust pursuant to the provisions of this Article, the trust property shall be transferred, conveyed and paid over to one or more of the class consisting of those persons who are eligible or entitled to receive the income of such trust, in such amounts and proportions, including all to one to the exclusion of the others, as the Independent Trustee, in the exercise of sole and absolute discretion, may determine prior to such running of such rule against perpetuities period (or similar rule), or, to the extent the Independent Trustee does not so effectively determine, to the primary beneficiary, or with respect to any property being held under Article SEVENTH hereof, to the person for whom the property is being held.

1. GENERAL PROVISIONS APPLICABLE TO TRUSTS
   1. Power to Distribute Principal or Income in Trust

**.**  Any application of principal or income for the benefit of any one or more individual beneficiaries of any trust created hereunder may be made by payment to such person or persons (including, but not limited to, other trusts for the benefit of any one or more individual beneficiaries of any trust created hereunder regardless of the provisions of such other trusts, estates, individuals and institutions) as the Independent Trustee, in the exercise of sole and absolute discretion, determines; provided, however, that no such payment may be made to the Grantor in any capacity. The written receipt of the person or persons so paid shall be a full discharge to the Trustees from all liability with respect thereto. Any such payment or application may be made without bond, without intervention of any guardian or committee, and without the order of any court.

* 1. Predeceased Child Rule

**.** The Grantor intends to take full advantage of the special rule under section 2651(e) of the Code for transfers to great-grandchildren (and more remote descendants) of the Grantor’s parents or the parents of the Grantor’s spouse who are descendants of a predeceased descendant of the Grantor’s parents or the parents of the Grantor’s spouse with respect to any property held in trust under this Agreement of Trust for the benefit of descendants of the Grantor’s parents or the parents of the Grantor’s spouse who are descendants of a predeceased descendant of the Grantor’s parents or the parents of the Grantor’s spouse, and the provisions of this Agreement of Trust shall be construed consistent with and to carry out that intent.

In addition, (i) if any person dies within ninety (90) days after the date of this Agreement of Trust, the transfer of any property to any trust created hereunder, the termination of any trust created hereunder or any other event covered by Treas. Reg. § 26.2651-1(a)(2)(iii) (or any successor thereto), as the case may be, and (ii) if such person had not, in fact, survived such date or such transfer, the trust termination or other event, as the case may be, such failure to survive would have caused the special rule relating to a predeceased descendant under section 2651(e) of the Code to apply to any property passing under this Agreement of Trust, then such person shall be treated with respect to such property as having predeceased the date of this Agreement of Trust or such transfer, the termination of the trust or such other event, as the case may be, so that in accordance with Treas. Reg. § 26.2651-1(a)(2)(iii) (or any successor thereto), the special rule under section 2651(e) of the Code shall apply with respect to such property.

1. MINORITY TRUST PROVISIONS
   1. Minority Trust

**.**  Unless it shall not be permissible under the applicable rules of law to create a trust of the property described in this paragraph A, if any individual under the age of twenty-one (21) years becomes entitled to any property from any trust created hereunder upon the termination thereof, such property shall be held by the Trustees, IN TRUST, to manage, invest and reinvest the same, to collect the income and to apply the net income and principal to such extent, if any, including the whole thereof, for such individual’s general use, at such time or times and in such manner or manners, as the Independent Trustee, in the exercise of sole and absolute discretion, shall determine, until such individual reaches the age of twenty-one (21) years, and thereupon to transfer, convey and pay over the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to such individual. Any net income not so applied shall be accumulated and added to the trust principal at least annually and thereafter shall be held, administered and disposed of as a part thereof. Upon the death of such individual before reaching the age of twenty-one (21) years, the Independent Trustee shall transfer, convey and pay over the trust principal, as it is then constituted, together with any accrued, accumulated and undistributed income, to such individual’s executors or administrators.

If the Independent Trustee, in the exercise of sole and absolute discretion, determines at any time not to transfer in trust or not to continue to hold in trust any part or all of such property, as the case may be, the Independent Trustee shall have full power and authority to transfer, convey and pay over such property, or any part thereof, without bond, to such individual, if an adult under the law of the state of his or her domicile at the time of such payment, or to his or her parent, the guardian of his or her person or property, or to a custodian for such individual under any Uniform Gifts to Minors Act or Uniform Transfers to Minors Act or any comparable act pursuant to which a custodian is acting or may be appointed.

The receipt of such individual, if an adult, or the parent, guardian or custodian to whom any principal or income is transferred, conveyed and paid over pursuant to any of the above provisions shall be a full discharge to the Trustees from all liability with respect thereto.

* 1. Donees of Power in Trust

**.** If it shall not be permissible under the applicable rules of law to create a trust of the property hereinabove described in paragraph A of this Article SEVENTH, and if such individual is a minor as hereinafter defined, in that event such property shall vest absolutely in such minor, subject (if permitted under applicable law) to the following: The Independent Trustee, in the exercise of sole and absolute discretion, is authorized and empowered to have the Trustees retain such minor’s property without bond, as donees of a power in trust, to manage, invest and reinvest the same, to collect the income and to apply the net income and principal to such extent, including the whole thereof, for such minor’s general use, at such time or times and in such manner or manners, as the Independent Trustee, in the exercise of sole and absolute discretion, shall determine, until such minor reaches the age of majority, and thereupon to transfer, convey and pay over the property, as it is then constituted, together with any accrued, accumulated and undistributed income, to such minor. Any net income not so applied shall be accumulated and added to principal at least annually and thereafter shall be held, administered and disposed of as a part thereof. Upon the death of such minor before reaching his or her majority, the Independent Trustee shall transfer, convey and pay over the property, as it is then constituted, together with any accrued, accumulated and undistributed income, to such minor’s executors or administrators.

If the Independent Trustee, in the exercise of sole and absolute discretion, determines at any time not to transfer to the Trustees as such donees of a power in trust or not to continue to hold any part or all of such property as hereinabove provided, as the case may be, the Independent Trustee shall have full power and authority to cause the Trustees to transfer and pay over such property or any part thereof, without bond, to such minor’s parent or to the guardian of such minor’s person or property, or to a custodian for such minor under any Uniform Gifts to Minors Act or Uniform Transfers to Minors Act pursuant to which a custodian is acting or may be appointed.

The receipt of the parent, guardian or custodian to whom any property is transferred and paid over pursuant to any of the above provisions shall be a full discharge to the Trustees from all liability with respect thereto.

In administering any property pursuant to this paragraph B, the Trustees shall have all of the powers conferred upon them under this Agreement of Trust.

* 1. Not for Support

**.** Notwithstanding anything to the contrary contained herein, the Trustees shall not exercise any discretionary power to pay or apply income or principal pursuant to this Article SEVENTH in discharge of any person’s duty to support any individual for whom a trust is held hereunder.

1. TRUSTEES’ POWERS
   1. Powers of Investment Trustee

**.** The Investment Trustee shall have the sole and absolute authority (acting alone and without the consent or approval of the Independent Trustee or the Administrative Trustees) to execute documents or take other action regarding decisions about the investment of the assets of the trusts hereunder including, but not limited to, the purchase, retention or sale of any assets held in any trust. In addition to all investment powers conferred by law upon trustees, and all other powers herein granted to the Investment Trustee, the Grantor expressly authorizes the Investment Trustee, in the exercise of sole and absolute discretion:

1. To purchase or otherwise acquire, and to retain, whether originally a part of the trust estate or subsequently acquired, any and all common or preferred stocks, bonds, notes or other securities, or any variety of real or personal property, whether within or without the United States, including, but without limitation, foreign real estate or foreign securities, securities of a corporation in which any Trustee is a director, officer, employee or shareholder, securities of any corporate fiduciary, interests in any business venture (incorporated or unincorporated), and interests in entities formed principally for the commingling of assets for investment, such as common trust funds, investment companies, mutual funds, real estate and other investment trusts, and interests in any partnership, limited liability company or other entity;

2. To sell, lease, pledge, mortgage, transfer, exchange, convert, grant options with respect to, or otherwise dispose of, any and all real or personal property or interest therein, at any time forming a part of any trust estate, in any manner, at any time or times, for any purpose, for any price and upon any terms, credits and conditions; and to enter into leases, mortgages or options which extend beyond the period fixed by law for leases and options made by fiduciaries or beyond the term of the trust;

3. To borrow money from any lender, including, but without limitation any individual or corporate fiduciary hereunder or any member of the Grantor’s family, or any trust, corporation or association in which any one or more of the foregoing may be interested, for any purpose connected with the preservation or improvement of any trust estate, and to mortgage or pledge as security upon any terms and conditions any real or personal property forming a part of the trust estate;

4. To purchase from the legal representatives of the Grantor’s estate or the estate of the Grantor’s spouse or the estate of any beneficiary of any trust created under this Agreement of Trust any property constituting a part thereof at its fair market value and to make loans for adequate consideration to the legal representatives of the Grantor’s estate or the estate of the Grantor’s spouse or the estate of any beneficiary of any trust created under this Agreement of Trust, upon such terms and conditions as the Trustees, in the exercise of sole and absolute discretion, may determine;

5. To vote in person or by general or limited proxy with respect to any shares of stock or other security; directly or through a committee or other agent, to oppose or consent to the reorganization, consolidation, merger, dissolution or liquidation of any corporation, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and take any steps proper to obtain the benefits of any such transaction;

6. To the extent permitted by law, to register any security in the name of a nominee with or without the addition of words indicating that such security is held in a fiduciary capacity; to hold any security in bearer or non-certificated form; and to use a central depository for securities; to employ a broker-dealer as custodian of all or part of the securities at any time held by any trust estate and to register such securities in the name of such broker-dealer;

7. To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which may at any time form part of any trust estate or which may be liens or charges against any property of the trust; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of any trust estate against others or of others against any trust estate upon any terms and conditions, including the acceptance of deeds to real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith;

8. To place and leave all or any part of the funds or securities at any time held by any trust estate in the care and custody of any bank or trust company, with no obligation while such securities are so deposited to inspect or verify the same and with no responsibility for any loss or misapplication by the bank or trust company or its nominee; to appoint such bank or trust company the agent and attorney of the Trustees to collect, receive, receipt for and disburse any income, and generally to perform the duties and services incident to a so-called “custodian account”; and to allocate the charges and expenses of such bank or trust company to income or to principal or partially to income and partially to principal as the Investment Trustee determines;

9. To continue the operation of any business, incorporated or unincorporated, which may be held or acquired by the Trustees, and any successor business thereto, and to purchase or otherwise acquire any business or interest in any business; to take part in the management of any business in which investment is retained or made hereunder and to delegate duties with respect to such management, with the requisite powers, to any employee, manager, partner or associate of such business, without liability for such delegation; to reduce, expand, limit or otherwise fix and change the operation or policy of any such business and to act with respect to any other matter in connection with any such business; to subject to the risks of any such business, any part or all of any trust estate, for such term or period as the Investment Trustee, in the exercise of sole and absolute discretion, may determine; to advance money or other property to any such business; to make loans, subordinated or otherwise, of cash or securities to any such business and to guarantee the loans of others made to any such business (but not to guarantee loans made to or by the Grantor); to borrow money for any such business either alone or with other persons interested therein, and to secure such loan or loans by a pledge or mortgage of any part of any trust estate; to select and vote for directors, partners, associates and officers of any such business; to act as directors, general or limited partners, associates and officers of any such business either individually or through an officer or officers if any Trustee is a corporation, and to receive compensation from such business for so acting; to enter into stockholders’ agreements with corporations in which any trust estate has an interest and/or with the stockholders of such corporations; to liquidate, either alone or jointly with others, any such business or any interest in any such business; and generally to exercise any and all powers as the Investment Trustee may deem necessary with respect to the continuance, management, sale or liquidation of any such business;

10. To manage, insure against loss, subdivide, partition, develop, improve, mortgage, lease or otherwise deal with any real property or interests therein which may form at any time a part of any trust estate; to satisfy and discharge or extend the term of any mortgage thereon; to demolish, rebuild, improve, repair and make alterations from time to time in any of the structures upon any such real property; to plat into lots and prepare any such real property for building purposes; to construct and equip buildings and other structures upon any such real property and to make any and all other improvements of any kind or character whatsoever in connection with the development and improvement thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the granting of options in connection therewith;

11. To form or cause to be formed, alone or with others, such corporations, partnerships, limited partnerships and other business organizations organized under the laws of any state or country and to transfer and convey to such business organizations all or any part of the assets, real or personal, of any trust estate in exchange for such stocks, bonds, notes, other securities or interests of such business organizations as the Investment Trustee may deem advisable;

12. To delegate any duties or powers, discretionary or otherwise, to a co-fiduciary or any other person or institution for such periods and upon such terms and conditions as may be designated in an acknowledged, written instrument delivered to such co-fiduciary, other person or institution; and if such duties or powers are delegated to a co-fiduciary, the fiduciary so delegating any duties or powers hereunder shall have no further responsibility with respect to the exercise of such duties or powers so long as such delegation shall remain in effect; and any such delegation shall be revocable by a similar instrument so delivered at any time provided, however, that no duties or powers described in paragraph L of Article NINTH hereof may be delegated to any individual who is prohibited therein from participating in the exercise of such duties or powers and no duties or powers may be delegated to the Grantor;

13. To appoint, employ and remove at any time and from time to time any accountants, attorneys, investment or other expert advisers, agents, clerks and employees; and to fix and pay their reasonable compensation; and to delegate discretionary authority to make changes in investments to investment counsel;

14. To purchase life insurance payable to any trust held hereunder on the life of any individual in which any beneficiary hereunder may have an insurable interest; to enter into any form of split-dollar arrangement with respect to such insurance (including, without limitation, a split-dollar arrangement with the Grantor, the Grantor’s spouse or another trust of which any Trustee hereunder is acting as a Trustee notwithstanding that such arrangement may constitute an act of self-dealing), to pay any premiums on any such life insurance policy held hereunder, to exercise with respect to said insurance policies held hereunder from time to time all options, rights, elections and privileges exercisable with respect to said policies, including, but not limited to, the right to demand and collect from the company or companies issuing said policies all such proceeds as shall be payable to the Trustee, to designate and change the beneficiaries thereunder (provided, however, that the Investment Trustee may not designate either the Grantor or the Grantor’s estate as such beneficiary), to modify, exchange, surrender or cancel any such policies of insurance, to borrow upon and pledge any said policy in connection with a loan, to assign and distribute any and all of the rights thereunder to or for the benefit of any beneficiary under this Agreement of Trust, to direct the disposition of dividends or surplus, to convert said policies into different forms of insurance and to elect methods of settlement with respect thereto; provided, however, that nothing herein to the contrary shall prevent the Investment Trustee from entering into a split dollar agreement under which the Grantor and/or the Grantor’s spouse pays the IRS approved tax value for his or her interest under said split dollar agreement; provided further that no Investment Trustee of any trust hereunder shall participate in the exercise of any discretion (including, but without limitation, any discretion which would constitute an “incident of ownership” within the meaning of section 2042(2) of the Code) with respect to any insurance policy on his or her life (in which case, such powers shall be exercisable by the remaining Investment Trustees or, if no other Investment Trustee is acting with respect to such trust, by the Independent Trustee); provided, further, that the Investment Trustee may, by an acknowledged, written instrument delivered to the beneficiaries hereunder, irrevocably renounce the power to use the income (including capital gain) to pay for insurance on the life of the Grantor and/or the Grantor’s spouse; and

15. To manage any trust created hereunder in solido with any other trust created hereunder or with any other trust created by the Grantor which has similar terms, conditions and beneficiaries; and

16. To execute and deliver any and all instruments to carry out any of the foregoing powers, no party to any such instrument being required to inquire into the validity of any such instrument, and generally to deal with any trust estate created hereunder as in the Investment Trustee’s judgment the best interests of such trust may require.

Different trusts hereunder may, but need not, have different Investment Trustees. If more than one person is acting as Investment Trustee of any given trust hereunder, decisions of the Investment Trustees shall be made (i) by a majority vote if more than two (2) persons are so acting or (ii) by unanimous vote if only two (2) persons are so acting.

* 1. Powers of Independent Trustee

**.**  Except as otherwise provided herein, the Independent Trustee shall have the sole and absolute authority (acting alone and without the consent or approval of the Investment Trustee or the Administrative Trustees) to execute documents or take other action regarding the exercise of, or decision not to exercise, any discretion over beneficial payments, distributions, applications, uses or accumulations of income or principal to or for the benefit of the beneficiaries of the trusts hereunder. In addition to all other powers herein granted to the Independent Trustee, the Grantor expressly authorizes the Independent Trustee, in the exercise of sole and absolute discretion:

1. To purchase, acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of one or more of the beneficiaries of any trust, as the Independent Trustee, in the exercise of sole and absolute discretion, determines, and, if the Independent Trustee, in the exercise of sole and absolute discretion, determines that it would be in the best interests of the beneficiaries of any trust to maintain a residence for the use of such one or more of the beneficiaries, but that the residence owned by the Trustees should not be used for such purposes, the Trustees are authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or to make such other arrangements as the Independent Trustee, in the exercise of sole and absolute discretion, deems suitable for the purpose, any proceeds of sale not needed for reinvestment in a residence as provided above to be added to the trust principal and thereafter held, administered and disposed of as a part thereof; to pay all carrying charges of such residence, including but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the maintenance of a household for the benefit of one or more of the benefici­aries of the trust as the Independent Trustee, in the exercise of sole and absolute discretion, shall determine; to expend such amounts to maintain the current life style of any one or more of the beneficiaries, as the Independent Trustee, in the exercise of sole and absolute discretion, determines, including, but not limited to, complete authority to provide for the personal care and comfort of any one or more of the beneficiaries in any manner whatsoever (and the power conferred upon the Independent Trustee by this subparagraph 1 shall supersede the powers of the Investment Trustee to the extent the Independent Trustee so directs in an acknowledged, written instrument delivered to the Investment Trustee);

2. To purchase, acquire, hold and maintain as a part of each trust created hereunder any and all articles of tangible personal property for the use and benefit of the beneficiaries of any trust, as the Independent Trustee, in the exercise of sole and absolute discretion, determines, whether such property is productive, underproductive or unproductive of income, and without any duty to convert such property to productive property; to pay the expenses of safekeeping of any such property, including insurance, and all expenses of the repair and maintenance of such property, and to sell such property and to apply the net proceeds of sale to the purchase of such other property as the Independent Trustee, in the exercise of sole and absolute discretion, deems suitable for the purpose (and the power conferred upon the Independent Trustee by this subparagraph 2 shall supersede the powers of the Investment Trustee to the extent the Independent Trustee so directs in an acknowledged, written instrument delivered to the Investment Trustee);

3. To permit any one or more of the beneficiaries of any trust hereunder, as the Independent Trustee, in the exercise of sole and absolute discretion, determines, to occupy any real property and to use any tangible personal property forming part of the trust estate on such terms as the Independent Trustee in the exercise of sole and absolute discretion, determines, whether for rent, rent-free in consideration of payment of taxes, insurance, maintenance or ordinary repairs, or otherwise (and the power conferred upon the Independent Trustee by this subparagraph 3 shall supersede the powers of the Investment Trustee to the extent the Independent Trustee so directs in an acknowledged, written instrument delivered to the Investment Trustee);

4. To divide the trust, into one or more separate trusts for the benefit of one or more of the beneficiaries (to the exclusion of the other beneficiaries) of the trust so divided, as the Independent Trustee, in the exercise of sole and absolute discretion, determines and to allocate to such divided trust some or all of the assets of the trust estate for any reason including, but not limited to, enabling any such trust or trusts to qualify as an eligible shareholder of a Subchapter S corporation as described in section 1361(d)(3) of the Code, or for any other purpose as the Independent Trustee, in the exercise of sole and absolute discretion, determines;

5. To grant a term of years interest or a life estate to any one or more of the beneficiaries of any trust created hereunder, as the Independent Trustee, in the exercise of sole and absolute discretion, determines, and to terminate the same, retaining the reversionary interest in the trust or for the benefit of any other beneficiary of the trust and to make any property of the trust available for the use and benefit of any beneficiary hereunder;

6. To make distributions from any trust in kind or partially in kind and to cause any distributive share to be composed of cash, property or undivided fractional shares in property different in kind from any other distributive share, and any property distributed in satisfaction of a distributive share shall be valued as of its date of distribution;

7. To guarantee the loans of any trust beneficiary (and the power conferred upon the Independent Trustee by this subparagraph 7 shall supersede the powers of the Investment Trustee to the extent the Independent Trustee so directs in an acknowledged, written instrument delivered to the Investment Trustee);

8. To make such elections under the tax laws as the Independent Trustee, in the exercise of sole and absolute discretion, may determine to be appropriate, regardless of the effect thereof on any interests in any trust created under this Agreement of Trust, and to determine whether or not any adjustment of such interests shall be made by reason of any such election;

9. To make or terminate elections with respect to S corporation stock, and to make such adjustments between income and principal to compensate for the consequences of the trust’s ownership of S corporation stock as the Independent Trustee shall deem just and equitable; provided, however, that if the trust holds S corporation stock, the Independent Trustee shall immediately take such actions to insure that the trust qualifies as either an Electing Small Business Trust within the meaning of section 1361(e)(1)(A) of the Code or a Qualified Subchapter S Trust within the meaning of section 1361(d)(3) of the Code and (A) if the Independent Trustee seeks to qualify the trust as an Electing Small Business Trust, the Independent Trustee shall have the authority to exclude by an acknowledged, written instrument any person or organization from having any interest therein, and (B) if the Independent Trustee seeks to qualify the trust as a Qualified Subchapter S Trust, the Independent Trustee shall not make (and no other Trustee hereunder shall be authorized to make) adjustments that would have the effect of denying to the income beneficiary the net income of the trust to which the beneficiary must be entitled for the trust to qualify as a Qualified Subchapter S Trust under section 1361(d) of the Code; and no Trustee shall exercise any power conferred under this Article EIGHTH or under this Agreement of Trust that would have the effect of denying to the income beneficiary the net income of the trust to which the beneficiary must be entitled for the trust to qualify as a Qualified Subchapter S Trust under section 1361(d) of the Code; and provided further, during the term of any trust created hereunder, (i) if the Trustees sell any interest in a corporation or if the assets of any entity constituting a corporation in which the trust has an ownership interest are sold, and (ii) if that corporation has made an election to be taxed under Subchapter S of the Code, then in the sole and absolute discretion of the Independent Trustee, the Trustees may distribute to the income beneficiary such amounts of principal as shall be necessary to pay any income tax caused by that sale, if the income or gain attributable to that sale is taxed directly to the income beneficiary under applicable federal tax law;

10. To delegate any duties or powers, discretionary or otherwise, to a co-fiduciary or any other person or institution for such periods and upon such terms and conditions as may be designated in an acknowledged, written instrument delivered to such co-fiduciary, other person or institution; and if such duties or powers are delegated to a co-fiduciary, the fiduciary so delegating any duties or powers hereunder shall have no further responsibility with respect to the exercise of such duties or powers so long as such delegation shall remain in effect; and any such delegation shall be revocable by a similar instrument so delivered at any time; provided, however, that no duties or powers described in paragraph L of Article NINTH hereof may be delegated to any individual who is prohibited therein from participating in the exercise of such duties or powers or who is not eligible to act as an Independent Trustee hereunder, and no duties or powers may be delegated to the Grantor;

11. To keep assets held hereunder or the physical evidence of their ownership in any state or country whatsoever, and from time to time to move the same to any other state or country;

12. To allocate receipts and expenses between income and principal in such manner as the Independent Trustee may determine, in the exercise of sole and absolute discretion; and

13. To execute and deliver any and all instruments to carry out any of the foregoing powers, no party to any such instrument being required to inquire into the validity of any such instrument, and generally to deal with any trust estate created hereunder as in the Independent Trustee’s judgment the best interests of such trust may require.

Different trusts hereunder may, but need not, have different Independent Trustees. If more than one person is acting as Independent Trustee of any given trust hereunder, decisions of the Independent Trustees shall be made (i) by a majority vote if more than two (2) persons are so acting or (ii) by unanimous vote if only two (2) persons are so acting.

* 1. Powers of Administrative Trustees

**.**  In addition to all other powers herein granted to the Administrative Trustees, the Grantor expressly authorizes the Administrative Trustees, in the exercise of sole and absolute discretion:

1. To maintain books and records of the trusts created hereunder;

2. To prepare and file or to arrange for the preparation and filing of all tax returns required to be filed by any trust created hereunder;

3. To the extent deemed appropriate by the Investment Trustee, to maintain custody of any assets of the trusts created hereunder (other than real property and other than tangible personal property which the Independent Trustee, in the exercise of sole and absolute discretion, may determine to make available for the use of any beneficiary hereunder);

4. To undertake any other duties to assist the Investment Trustee as the Investment Trustee, in the exercise of sole and absolute discretion, may determine to be appropriate;

5. To implement without responsibility therefor any decisions of the Investment Trustee or the Independent Trustee hereunder;

6. To appoint, employ and remove, at any time and from time to time, any accountants, attorneys, expert advisers, agents, clerks and employees in furtherance of fulfilling the responsibilities of Administrative Trustee hereunder, and to pay them such reasonable compensation for their services as approved by the Investment Trustee;

7. To place and leave all or any part of the funds or securities at any time held by any trust estate in the care and custody of any bank or trust company, with no obligation while such securities are so deposited to inspect or verify the same and with no responsibility for any loss or misapplication by the bank or trust company or its nominee; to appoint such bank or trust company the agent and attorney of the Trustees to collect, receive, receipt for and disburse any income, and generally to perform the duties and services incident to a so-called “custodian account”; and to allocate the charges and expenses of such bank or trust company to income or to principal or partially to income and partially to principal as the Trustees determine; and

8. To execute and deliver any and all instruments to carry out any of the foregoing powers, no party to any such instrument being required to inquire into its validity or to see to the application of any money or other property paid or delivered pursuant to the terms of any such instrument.

Different trusts hereunder may, but need not, have different Administrative Trustees. If more than one person is acting as Administrative Trustee of any given trust hereunder, decisions of the Administrative Trustees shall be made (i) by a majority vote if more than two (2) persons are so acting or (ii) by unanimous vote if only two (2) persons are so acting.

* 1. Trustees Powers Exercised Without Court Authorization

**.** The powers granted to the Trustees in and by this Agreement of Trust may be exercised in whole or in part and from time to time, without court authorization, and shall be deemed to be supplemental and not exclusive, it being the Grantor’s intention that the Trustees hereunder shall have all of the general powers of fiduciaries as well as all of the special powers herein expressly granted, and all powers incidental to, reasonably to be implied from or necessary to the proper exercise of, the special powers herein enumerated (subject, however, to the division of responsibilities hereunder among the Investment Trustee, Independent Trustee and Administrative Trustees). If any power is not specifically granted to the Independent Trustee, Investment Trustee or Administrative Trustees hereunder, such power shall be exercisable only by the Independent Trustee.

* 1. “Prudent Person” and “Prudent Investor” Rules Waived

**.**  In addition to the investment powers conferred above, the Investment Trustee is authorized (but is not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden or would be regarded as imprudent, improper or unlawful by the “prudent person” rule, “prudent investor” rule, or any other rule or law which restricts a fiduciary’s capacity to make investments. The Investment Trustee, in the exercise of sole and absolute discretion, may invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, limited liability companies, corporations, mutual funds, business trusts or any other form of participation or ownership whatsoever. In making investments, the Investment Trustee may disregard any or all of the following factors:

1. Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

2. Whether the acquisition or retention of a particular investment or the trust investments collectively are consistent with any duty of impartiality as to the different beneficiaries. The Grantor intends that no such duty shall exist, and hereby waives any such duty which otherwise would exist.

3. Whether the trust is diversified. The Grantor intends that no duty to diversify shall exist, and hereby waives any such duty which otherwise would exist.

4. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Grantor intends the Investment Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Grantor’s purpose in granting the foregoing authority is to modify the “prudent person” rule, “prudent investor” rule, or any other rule or law which restricts a fiduciary’s ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. The Grantor does this because the Grantor believes it is in the best interests of the beneficiaries of the trusts created hereunder to give the Investment Trustee broad discretion in managing the assets of the trusts created hereunder. Accordingly, the Investment Trustee shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment.

* 1. Division and Combination Provision

**.** The Independent Trustee, in the exercise of sole and absolute discretion, is authorized to divide (whether before or after any trust is funded and whether before or after any allocation of GST exemption under section 2631 of the Code is made to property passing to a trust created under this Agreement of Trust) any trust or any property used or to be used to fund or augment any trust created hereunder into two or more fractional shares. The shares shall be held and administered by the Trustees as separate trusts but may be managed and invested in solido. Any distribution from any such trust shall be allocated solely to that trust and not pro rata among the separate trusts held hereunder. One of the purposes for granting this authority is to provide an inclusion ratio (within the meaning of section 2642(a) of the Code) of zero for the separate trust receiving the fractional share to which the allocation of GST exemption is made.

If two trusts created under this Agreement of Trust are directed to be combined into a single trust (for example, because property of one trust is to be added to the other), whether or not the trusts have different inclusion ratios with respect to any common transferor or have different transferors in whole or in part for generation-skipping transfer tax purposes, the Trustees are authorized, in the exercise of sole and absolute discretion of the Independent Trustee, instead of combining the trusts, to hold and administer them as separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts and each such trust shall be a separate trust within the meaning of Treas. Reg. §26.2654-1(a)(1)(i). Any distribution from any such separate trust shall be allocated solely to that separate trust and not pro rata among the other separate trusts held hereunder. However, the Trustees may, in the sole and absolute discretion of the Independent Trustee, manage and invest such separate trusts in solido. If anyone adds or is deemed to add by gift or bequest property to a trust created hereunder, the Trustees, in the exercise of sole and absolute discretion of the Independent Trustee, are authorized to hold the added property as a separate trust with terms identical to the trust to which it would have been added and the Trustees may manage and invest such separate trusts in solido and each such trust shall be a separate trust within the meaning of Treas. Reg. § 26.2654-1(a)(1)(i). Any distribution from any such separate trust shall be allocated solely to that separate trust and not pro rata among the separate trusts held hereunder.

The Independent Trustee is authorized, in the exercise of sole and absolute discretion, to combine any one or more trusts with identical terms for an identical beneficiary or beneficiaries created under this Agreement of Trust as a single trust. The Independent Trustee is also authorized, in the exercise of sole and absolute discretion, later to divide such trust as provided above in this paragraph F. Without in any way limiting the discretion of the Independent Trustee granted by this paragraph F, it is envisioned that the Independent Trustee will not elect to combine two or more trusts with different inclusion ratios for generation-skipping transfer tax purposes.

Any division or combination effected by the Trustees pursuant to this paragraph F shall be manifested by an acknowledged, written instrument executed by the Trustees, a copy of which shall be delivered by first class mail or in person to each beneficiary then eligible or entitled to receive distributions from the trust or trusts with respect to which the division or combination is effected.

* 1. Special Trustee Liability Provision

**.**  The Grantor recognizes that some persons may be hesitant to serve as Trustees hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder: (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee’s willful misconduct or gross negligence proved by clear and convincing evidence, (ii) the Investment Trustee shall not have any fiduciary responsibility to observe, monitor or evaluate the actions of the Independent Trustee or the Administrative Trustees and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, (iii) the Independent Trustee shall not have any fiduciary responsibility to observe, monitor or evaluate the actions of the Investment Trustee or the Administrative Trustees and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, (iv) the Administrative Trustees shall not have any fiduciary responsibility to observe, monitor or evaluate the actions of the Investment Trustee or the Independent Trustee and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (v) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee’s willful misconduct or gross negligence proved by clear and convincing evidence. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, upon receipt of an undertaking by or on behalf of such Trustee to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph G. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments).

* 1. Property With Potential Environmental Hazards

**.** Before accepting appointment hereunder, any Trustee may inspect or cause to be inspected any and all property held or to be held hereunder to determine the existence on or with respect to any such property of any substances or materials prohibited or regulated by Federal, state or local law or that may pose a hazard to the environment or to human health, and the expenses of such inspection shall be paid from the trust estate whether or not any such appointment is accepted by the Trustee in his, her or its sole and absolute discretion.

Before accepting any property in trust hereunder, the Trustees may inspect or cause to be inspected such property to determine the existence thereon or with respect thereto of any substances or materials prohibited or regulated by Federal, state or local law or that may pose a hazard to the environment or to human health, and the expenses of such inspection shall be paid as expenses of administration of the trust, whether or not such property is accepted in trust hereunder by the Trustees, and the Trustees shall be specifically authorized in the exercise of sole and absolute discretion to reject any such property and refuse to accept the same in trust hereunder.

No Trustee shall be liable for any loss or depreciation in value sustained by the trust 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 Federal, state, or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

Notwithstanding any contrary provision of this Agreement of Trust, the Trustees, in the exercise of sole and absolute discretion, may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustees against any claims filed against the Trustee as an “owner” or “operator” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or any regulation thereunder.

The Grantor represents, covenants and warrants to the Trustees that there has not been on or with respect to any property which the Grantor has transferred in trust hereunder any generation, use, treatment, storage, disposal, release, discharge of or contamination by any material or substance prohibited or regulated by Federal, state or local law or known to pose a hazard to the environment or human health during the ownership of such property by the Grantor or any prior owner, and the Grantor does hereby agree to indemnify and hold harmless each Trustee, individually and as Trustee, from and against any liability or expense arising from or relating to a breach of this representation, covenant and warranty.

In addition, the Grantor expressly authorizes the Trustees, in the exercise of sole and absolute discretion:

1. To take any and all actions that the Trustees, in the exercise of sole and absolute discretion, determine to be necessary or advisable to comply with any Federal, state or local law affecting any property any part of which is held hereunder relating to the generation, use, treatment, storage, disposal, release, discharge of or contamination by any material or substance prohibited or regulated by Federal, state or local law or that may pose a hazard to the environment or human health, whether such property is owned or operated directly or through a corporation, partnerships or other entity and whether or not any request or demand for any such action has been made by any person or governmental authority, without liability to any person interested hereunder for the diminution in value of any property held hereunder arising from such actions, and to pay the expenses thereof from income or principal as shall be deemed advisable.

2. To be reimbursed from any trust hereunder for any and all liabilities and expenses of any kind or nature, including, without limitation, the reasonable fees and disbursements of counsel or consultants in connection with any investigative, administrative or judicial proceeding, whether or not any Trustee hereunder is a party thereto, in any manner arising from or relating to any Federal, state or local law affecting any property held in any trust hereunder relating to the generation, use, treatment, storage, disposal, release, discharge of or contamination by any material or substance prohibited or regulated by Federal, state or local law or that may pose a hazard to the environment or human health; provided, however that such liabilities and costs were not due to the gross negligence, willful default or willful misconduct of the Trustees, and to withhold distribution to any beneficiary until the Trustees shall receive an indemnification from such beneficiary against any and all such liabilities.

3. At any time and from time to time, by acknowledged instrument filed with such Trustee’s co-Trustee(s) to disclaim or release any power, authority or discretion, whether granted hereunder or by any provision of law, which may cause such Trustee to be considered an “owner” or “operator” of property held hereunder as those terms are defined in Federal, state or local law, and such disclaimer or release may be made for such period of time as may be specified in such instrument and may be made binding on the successors of such Trustee.

4. To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or Federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local state or Federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

5. To disclaim, in whole or in part, any interests in property for any reason, including, but not limited to a concern that such property could cause potential liability under any Federal, state, or local environmental law.

6. To require as a prerequisite to accepting as an addition to any trust hereunder any property, real or personal, from any person, that the donating party provide evidence satisfactory to the Trustees that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) 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.

7. 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 Federal, state, or local environmental law.

ARTICLE NINTH  
  
TRUSTEE PROVISIONS

* 1. Nomination of Trustees for Trusts Under Article SECOND

**.** \_\_\_\_\_\_\_\_\_\_\_ shall be the Investment and the Independent Trustee of any trust held under Article SECOND of this Agreement of Trust. \_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_ shall be the Administrative Trustees of any trust held under Article SECOND of this Agreement of Trust.

* 1. Nomination of Trustees for Trusts Under Article THIRD for Primary Beneficiaries

**.** \_\_\_\_\_\_\_\_\_\_\_\_ shall be the Investment Trustee and the Independent Trustee of any trust held under Article THIRD of this Agreement of Trust for a primary beneficiary who is a descendant of the Grantor. Upon attaining the age of \_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_) years, the primary beneficiary of any trust held under Article THIRD of this Agreement of Trust may elect to become a co-Investment Trustee, to serve with any other Investment Trustee then acting. \_\_\_\_\_\_\_\_\_\_\_\_ shall be the Administrative Trustee of any such trust held under Article THIRD of this Agreement of Trust.

* 1. Nomination of Trustees for Other Trusts

**.** With respect to any trust created hereunder, other than any trust under Article SECOND hereof or Article THIRD hereof for a primary beneficiary, \_\_\_\_\_\_\_\_\_\_\_\_ shall be the Investment and the Independent Trustee and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be the Administrative Trustee.

* 1. Persons Not Eligible to Act as Independent Trustee

**.**  The following persons may not be an Independent Trustee of any trust hereunder: (1) the Grantor; (2) the Grantor’s spouse; (3) any individual who is a beneficiary of a trust hereunder; (4) a former spouse of any beneficiary of any trust hereunder; (5) anyone who is related or subordinate within the meaning of section 672(c) of the Code with respect to any of the foregoing. In addition, during the Grantor’s lifetime, if the Selector has not released the power to add to the class of beneficiaries, no person who could be added as a beneficiary of the trust under paragraph A of Article SECOND hereof may be an Independent Trustee hereunder. For purposes of this paragraph, the term “beneficiary” shall not include a person who could receive property held hereunder only by the exercise of a power of appointment held in a non-fiduciary capacity. Furthermore, notwithstanding anything to the contrary contained herein, no person who has contributed property to a trust hereunder may be appointed as an Independent Trustee of such trust.

* 1. Trustee Acting in More Than One Capacity

**.** A Trustee acting hereunder may act simultaneously as Investment Trustee and/or as Independent Trustee (if not ineligible to act as an Independent Trustee under paragraph D of this Article NINTH) and/or as Administrative Trustee, if appointed to so act hereunder.

* 1. Appointment of Co-Trustee

**.**

* + 1. Investment Trustees

**.** The Investment Trustee(s) acting hereunder are authorized (but not directed) to appoint as co-Investment Trustee(s) such individual(s) and/or such bank or trust company as the Investment Trustee(s), in the exercise of sole and absolute discretion, shall select.

* + 1. Independent Trustees

**.**  The Independent Trustee(s) acting hereunder are authorized (but not directed) to appoint as co-Independent Trustee(s) such individual(s) and/or such bank or trust company (provided the co-Independent Trustee is not ineligible to be an Independent Trustee pursuant to paragraph D of this Article NINTH) as the Independent Trustee(s), in the exercise of sole and absolute discretion, shall select; provided, however, that if a co-Independent Trustee is being appointed as a result of the removal of a Trustee by the Trust Protector pursuant to paragraph K of this Article NINTH, no person who is, or bank or trust company that is, related or subordinate within the meaning of Section 672(c) of the Code to the appointing Trustee(s) may be appointed as a co-Independent Trustee.

* + 1. Administrative Trustee

**.** The Independent Trustee(s) acting hereunder are also authorized (but not directed) to appoint such individual(s) and/or such bank or trust company to act as a co-Administrative Trustee as the Independent Trustee(s), in the exercise of sole and absolute discretion, shall select; provided, however, that no co-Administrative Trustee shall be appointed pursuant to this paragraph F without the prior written consent of the then-acting Administrative Trustee of such trust.

* + 1. Method of Appointment

**.**  Any appointment of a co-Trustee pursuant to this paragraph F shall be made by an acknowledged, written instrument executed by the appointing Trustee(s), and shall be effective upon acceptance thereof by the co-Trustee so appointed.

* 1. Resignation

**.** Any Trustee or Trust Protector may resign from office without leave of court at any time and for any reason. Such resignation shall be made by an acknowledged, written instrument delivered to the Trustees, or if there is no Trustee then in office, to the person or persons entitled to appoint the successor Trustee or Trust Protector, as the case may be.

* 1. Retirement at Age 75

**.** Any individual who serves as a Trust Protector of any trust hereunder shall cease serving upon reaching the age of seventy-five (75) years. Any individual, other than the Grantor’s spouse (who may only serve as an Administrative Trustee hereunder) and any descendant of the Grantor, who serves as a Trustee of any trust hereunder shall cease serving upon reaching the age of seventy-five (75) years unless, before such Trustee reaches the age of seventy-five (75), the Trust Protector delivers an acknowledged, written instrument to such Trustee and any other Trustee then acting with respect to such trust authorizing such Trustee to continue serving beyond the age of seventy-five (75).

* 1. Appointment of Successor Trustees

**.** (i) If there is no Investment Trustee acting as to a trust hereunder the successor Investment Trustee(s), or (ii) if there is no Administrative Trustee acting as to a trust hereunder the successor Administrative Trustee(s), or (iii) if there is no Independent Trustee acting as to a trust hereunder the successor Independent Trustee(s), as the case may be, shall be designated by the Trust Protector in the manner provided in paragraph K of this Article NINTH.

Any appointment of a successor Trustee pursuant to this paragraph I shall be evidenced by an acknowledged, written instrument delivered to the Trustee so appointed and a copy of which is delivered to each other Trustee acting of the Trust with respect to which the successor Trustee is appointed.

Notwithstanding anything contained herein to the contrary, any Administrative Trustee must be domiciled in the same jurisdiction as the Administrative Trustee being replaced, unless the Independent Trustee consents to the appointment of an Administrative Trustee domiciled in a different jurisdiction, and, unless the Independent Trustee has determined to change the situs of the trust from Alaska, at least one (1) Trustee must at all times be an individual or a bank or trust company domiciled in Alaska.

* 1. Rights and Duties of Successor Trustees

**.** The successor Trustee shall have all the rights, duties, powers, discretions and immunities of the original Trustee. No successor Trustee shall be obligated to investigate the acts of a prior Trustee, except upon written request of any beneficiary, who shall pay the costs thereof.

* 1. Trust Protector

**.** The Grantor appoints \_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_, as the Trust Protector. The Trust Protector is authorized (a) to remove any Trustee acting hereunder (with or without cause), (b) to appoint an individual or bank or trust company as successor Trustee in such removed Trustee’s place, (c) to appoint an individual or individuals as successor Trustee(s) if no successor Trustee is appointed under this Agreement of Trust and (d) to appoint an individual or individuals as successor Trust Protector(s) if no successor Trust Protector is appointed under this Agreement of Trust.

Notwithstanding anything contained herein to the contrary, (i) any Administrative Trustee must be domiciled in the same jurisdiction as the Administrative Trustee being replaced, unless the Independent Trustee consents to the appointment of an Administrative Trustee domiciled in a different jurisdiction, and, unless the Independent Trustee has determined to change the situs of the trust from Alaska, at least one (1) Trustee must at all times be an individual or a bank or trust company domiciled in Alaska, (ii) the Trust Protector may only remove a Trustee who is or which is not a related or subordinate party within the meaning of section 672(c) of the Code with respect to the Trust Protector, (iii) any Trustee that is removed may be replaced only by an individual who is not, or a bank or trust company which is not, a related or subordinate party within the meaning of section 672(c) of the Code with respect to the Trust Protector (and this restriction on the appointment of a replacement Trustee shall also apply to the power to appoint a successor Trustee under paragraph I of this Article NINTH in any case where such appointment is made by the Trust Protector as a result of the removal of a Trustee by the Trust Protector pursuant to this paragraph K) and (iv) the Independent Trustee cannot be removed more frequently than once every thirty-six (36) months.

Any removal of a Trustee pursuant to this paragraph K shall be evidenced by an acknowledged, written instrument delivered to the Trustee so removed. Any appointment of a successor Trustee pursuant to this paragraph K shall be evidenced by an acknowledged, written instrument delivered to the Trustee or so appointed and to each other Trustee acting of the Trust with respect to which the successor Trustee or is appointed.

The Trust Protector may at any time relinquish the power to remove Trustees and/or to appoint successor Trustees with respect to any one or more trusts hereunder by an acknowledged, written instrument delivered to the Trustees, which relinquishment shall be irrevocable and binding on all successor Trust Protectors.

In the event there is no Trust Protector acting hereunder and the Trust Protector has failed to designate a successor Trust Protector, the successor Trust Protector shall be such individual or individuals as shall be appointed by the majority vote of the beneficiaries who are then eligible to receive income of the trust and who are adult and competent, or if none, by majority vote of the parents, guardians, conservator or committee of the then living minor or incompetent beneficiaries who are then eligible to receive income of the trust (with the parent(s), guardian(s), conservator or committee of each minor or incompetent beneficiary collectively having only one (1) vote). The successor Trust Protector shall have all the powers of the initial Trust Protector. Any such appointment shall be made by an acknowledged instrument in writing delivered to the person or persons thereby appointed.

The following persons may not be appointed as Trust Protector: (1) the Grantor; (2) the Grantor’s spouse; (3) any person who is a beneficiary of a trust hereunder; (4) a spouse or former spouse of a beneficiary; (5) any person who is under a duty to support a beneficiary; (6) any person who is related or subordinate, within the meaning of section 672(c) of the Code, to any of the foregoing.

The Grantor is not imposing any fiduciary responsibility on the Trust Protector to monitor the actions of the Trustees. Except for any matter involving the Trust Protector’s willful misconduct or gross negligence proved by clear and convincing evidence, no Trust Protector shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken hereunder if in good faith reasonably believed by such Trust Protector to be in accordance with the provisions and intent hereof. The Trust Protector shall not be liable for failure to remove any Trustee even if such Trustee may be guilty of a gross violation of his or her fiduciary duties hereunder of which the Trust Protector is not aware.

The Trust Protector shall be reimbursed for his or her reasonable expenses in performing his or her services under this paragraph K, but shall otherwise serve without compensation.

Different trusts hereunder may, but need not, have different Trust Protectors. If more than one person is acting as Trust Protector for any given trust hereunder, decisions of the Trust Protectors shall be made (i) by a majority vote if more than two (2) persons are so acting or (ii) by unanimous vote if only two (2) persons are so acting.

* 1. Restrictions on Trustees

**.** Notwithstanding any other provision of this Agreement of Trust, no Trustee who is a beneficiary of any trust created hereunder shall ever participate as Trustee of that trust in (i) the exercise of, or decision not to exercise, any discretion over beneficial payments, distributions, applications, uses or accumulations of income or principal by the Trustees to or for any beneficiary, (ii) the exercise of any power of any Independent Trustee hereunder, or (iii) the exercise of any general power of appointment described in section 2041 or 2514 of the Code. If any Trustee is under a duty to support a beneficiary or is acting as a guardian of any person who is a beneficiary, such Trustee shall not participate in the exercise of, or decision not to exercise, any discretion over beneficial payments, distributions, applications or uses of trust property in discharge of any obligation of support. No Trustee shall participate in the exercise of any discretion (including, but without limitation, any discretion which would constitute an “incident of ownership” within the meaning of section 2042(2) of the Code) with respect to any insurance policy on his or her life held hereunder. In each case, the determination of the remaining Trustee or Trustees shall be final and binding upon the beneficiaries of such trust. In addition, no individual shall serve as Trustee of any trust which holds property with respect to which such individual has made a qualified disclaimer within the meaning of section 2518 of the Code.

* 1. Compensation

**.** The Grantor’s spouse, any descendant of the Grantor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall serve as Trustee hereunder without compensation. During the Grantor’s lifetime, each Trustee (other than the Grantor’s spouse, a descendant of the Grantor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) shall receive such compensation for services hereunder as is agreed upon by an acknowledged, written instrument by the Grantor and each Trustee. Upon the Grantor’s death or incompetency, each Trustee (other than the Grantor’s spouse, a descendant of the Grantor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) shall receive such compensation for services hereunder as is agreed upon by acknowledged, written instrument by such Trustee and the Grantor’s spouse, if she is then living and competent, or if she is not then living and competent, as agreed upon by such Trustee and the adult and competent beneficiaries who are currently eligible to receive the income and/or principal of the trust, or, if there are no such adult and competent beneficiaries, as agreed upon by such Trustee and the parent(s), guardian(s) of the person, conservator(s) or committee of the then living minor or incompetent beneficiaries of the trust who are currently eligible to receive the income and/or principal of the trust (with the parent(s), guardian(s) of the person, conservator(s) or committee of each minor or incompetent beneficiary collectively having only one vote). Notwithstanding the foregoing, (1) no Trustee hereunder at any time shall be entitled to receive compensation in excess of that allowed for trustees of testamentary trusts by the law governing the trust and (2) each separate trust hereunder shall be chargeable with and may pay without application to any court the reasonable expenses of its Trustees (including the Grantor’s spouse, any descendant of the Grantor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_) in the administration of such trust.

* 1. Bond

**.** Except as provided by law, no Trustee shall be required to give any bond. If, notwithstanding the foregoing direction, any bond is required by any law, statute or rule of court, no sureties shall be required thereon.

* 1. Accounting

**.** No Trustee acting hereunder shall be under a duty to render a judicial accounting periodically, or upon resignation, or otherwise; provided, however, that the expense of any accounting rendered by a Trustee who chooses to account, including, but not limited to, a resigning Trustee, shall be a proper charge against the trust estate. Notwithstanding anything contained herein to the contrary, it is the Grantor’s hope and expectation that the Trustees will have open and regular communication with the beneficiaries about the trust and its administration including, but not limited to, providing the beneficiaries information about the assets of the trust and a copy of the trust instrument.

* 1. Authorization of Conflict of Interest

**.**  The Grantor has appointed the individuals named in this Article NINTH as Trustees hereunder cognizant of the fact that they may also serve as general and limited partners, members, directors, officers, accountants and/or employees with respect to the partnerships, limited liability companies, corporations and other business entities which may form a substantial part of the trust estate and that their interests as Trustees hereunder may conflict with their individual interests as such general and limited partners, members, directors, officers, accountants and/or employees. Notwithstanding the foregoing, the Grantor wishes these individuals to serve as Trustees because of the Grantor’s confidence in their individual skills and because they are the most appropriate individuals as a result of their involvement with the partnerships, limited liability companies, corporations or other business entities to manage and operate the partnerships, limited liability companies and corporations including making decisions related to the sale of any real property held by any such partnership, limited liability company, corporation or other business entity and the reinvestment of the proceeds of sale in a new real estate project. In addition, the Grantor expressly authorizes any Trustee to act as general and limited partner, member, director, officer, accountant and/or employee with respect to the said partnerships, limited liability companies, corporations or other business entities and to receive from the said partnerships, limited liability companies, corporations or other business entities compensation for his, her or its services.

The Grantor also authorizes any Trustee acting hereunder, without court approval or notice, to participate in any decision (1) to purchase or otherwise acquire assets from and (2) to sell, transfer, exchange or loan any assets to any other trust of which such Trustee is acting as a Trustee and/or any estate of which such Trustee is acting as an Executor in any manner, at any time or times and upon such terms, credits and conditions as the Trustees may deem advisable notwithstanding that such participation may be an act of self-dealing under applicable state law (and Alaska Statutes (“AS”) 13.36.105 - 13.36.290 shall not apply and the Grantor relieves the Trustees of any such restriction or liability that would otherwise be imposed under those sections).

* 1. Trustee Has Absolute Discretion

**.**  Each Trustee shall have full and complete discretion in the exercise of the powers given him, her or it, and his, her or its determination as to matters left to his, her or its judgment or decision shall, to the extent permitted by law, be final and conclusive on all persons, and each Trustee may exercise his, her or its powers from time to time in respect of all or any part of such property.

* 1. Merger of Corporate Trustee

**.**  Any corporation resulting from any merger, conversion, reorganization or consolidation to which any corporation acting as Trustee hereunder shall be a party, or any corporation to which shall be transferred all or substantially all of any of such corporation’s trust business, shall be the successor of such corporation as Trustee hereunder, without the execution or filing of any instrument or the performance of any further act and shall have the same powers, authorities and discretions as though originally named in this Agreement of Trust; provided, however, that in the case of any corporation that is acting as a Trustee hereunder, the provisions of this paragraph R shall apply only if the resulting or transferee corporation is domiciled in the same jurisdiction as the corporation that was acting as Trustee.

* 1. Use of Terms

**.** Whenever the terms “Trustee” and “Trustees” are used in this Agreement of Trust, they shall be deemed to refer to the Trustee or Trustees acting hereunder from time to time, and shall be construed as masculine, feminine or neuter and in the singular or plural, as the sense requires.

article tenth  
  
TRUSTEES ACTING IN FIDUCIARY CAPACITY

Every act done, power exercised or obligation assumed by any Trustee pursuant to the provisions of this Agreement of Trust shall be held to be done, exercised or assumed, as the case may be, by the Trustee acting in a fiduciary capacity and not otherwise, and every person, firm or corporation contracting or otherwise dealing with the Trustee shall look only to the funds and property of the trust estate for payment under such contract or payment of any money that may become due or payable under any obligation arising under this Agreement of Trust, in whole or in part, and the Trustee shall not be individually liable therefor even though the Trustee did not exempt himself, herself or itself from individual liability when entering into any contract, obligation or transaction in connection with or growing out of the trust estate.

article eleventh  
  
Trustees’ Authority Continues Until Distribution

The title, powers, duties, immunities and discretions herein conferred upon the Trustees shall continue after the termination of each trust hereby created until final distribution of the particular trust estate.

Article twelfth  
  
SELECTOR PROVISIONS AND POWER OF GRANTOR’S SPOUSE   
TO SUBSTITUTE PROPERTY

* 1. Appointment of Selector

**.** The Grantor appoints \_\_\_\_\_\_\_\_\_\_\_\_, residing in \_\_\_\_\_\_\_\_\_\_\_\_\_, (in a nonfiduciary capacity, and whether or not he is serving as a Trustee hereunder) as the Selector. Until the death of the Grantor, the Selector is authorized, in the exercise of sole and absolute discretion, by delivery of an acknowledged, written instrument to the Grantor, at any time and from time to time, to add any one or more organizations described in and meeting the requirements of sections 170(c), 2055(a) and 2522(a) of the Code to the class of beneficiaries of any trust under Article SECOND hereof, as the Selector shall select in the exercise of sole and absolute discretion; provided, however, that the Selector may not add to such class of beneficiaries the Selector, the Selector’s spouse or a descendant of the Selector.

The Selector may, at any time and from time to time during the lifetime of the Grantor, release the power to add to the class of beneficiaries of any one or more of the trusts under Article SECOND hereof, by delivery of an acknowledged, written instrument to the Grantor. Any such release made by the Selector shall be irrevocable, and shall be binding upon all current and successor Trustees and the current and successor Selectors and all persons interested in any such trust hereunder, and no person shall thereafter have the power to add to the class of beneficiaries of such trust to the extent of such release.

If \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (or any successor Selector) ceases to act as the Selector without having released the power to add to the class of beneficiaries of any trust under Article SECOND hereof, there shall be appointed as Selector such individual (other than the Grantor, the Grantor’s spouse, any descendant of the Grantor, any spouse or former spouse of any descendant of the Grantor, any beneficiary of a trust hereunder, any person who is or could be added as a beneficiary of a trust under Article SECOND hereof, or any person who is related or subordinate within the meaning of section 672(c) of the Code to the Grantor, the Grantor’s spouse or any descendant of the Grantor) as shall be designated in the same manner as for the appointment of a successor Trustee in paragraph K of Article NINTH hereof; provided, however, that any such designation may be revoked in the same manner before it becomes effective.

* 1. Power of Grantor’s Spouse to Substitute Property.

During the Grantor’s lifetime, the Grantor’s spouse shall have the power (both in her individual capacity and as a trustee of any other trust of which she may be a trustee) at any time and from time to time, acting only in a fiduciary capacity, within the meaning of section 675(4) of the Code, without the approval or consent of any person, including the Trustees, to acquire the assets (other than any stock described in section 2036(b) of the Code or any policy insuring the life of the Grantor’s spouse) of any trust held under Article SECOND hereof by substituting property of an equivalent value. Equivalent value shall mean fair market value as determined for Federal gift tax purposes under the regulations under section 2512 of the Code. This power is not assignable, and any attempted assignment will make this power void. The Grantor’s spouse may at any time during her lifetime irrevocably release such power, in whole or in part, by delivery of an acknowledged, written instrument to the Trustees.

If the Grantor’s spouse dies without releasing this substitution power, she is authorized, by her Last Will and Testament or acknowledged, written instrument specifically referring to this paragraph B, to designate another person (other than any descendant of the Grantor, any spouse or former spouse of any descendant of the Grantor, or any person who may be added as beneficiary under this Article TWELFTH) who shall be able to continue to exercise this substitution power during the Grantor’s lifetime. If the Grantor’s spouse dies without releasing this substitution power and without effectively designating a person to exercise the substitution power as provided in this paragraph B, the Independent Trustee is authorized to designate a person (other than any descendant of the Grantor, any spouse or former spouse of any descendant of the Grantor, or any person who may be added as beneficiary under this Article TWELFTH) who shall be able to continue to exercise the substitution power during the Grantor’s lifetime. Any person who is designated to exercise this substitution power (whether designated by the Grantor’s spouse or by the Independent Trustee) may at any time during his or her lifetime irrevocably release such power, in whole or in part, by delivery of an acknowledged, written instrument to the Trustees. In addition, the Independent Trustee may at any time by delivery of an acknowledged, written instrument to the Grantor, irrevocably release his, her or its power to designate persons who shall be authorized to exercise this substitution power.

ARTICLE THIRTEENTH  
  
TERMINATION OF GRANTOR TRUST, RESTRICTIONS ON   
GRANTOR AND NO PAYMENT OF GRANTOR’S INCOME TAX

* 1. Termination of Grantor Trust

**.** If the individual holding the power under paragraph B of Article TWELFTH to substitute property effectively releases his or her power to substitute property of equivalent value, and if the Selector has effectively released the power to add to the class of beneficiaries of any trust under Article SECOND hereof, and if the Grantor’s spouse is no longer a beneficiary of any trust under Article SECOND hereof, thereafter, notwithstanding any other provision of this Trust Agreement, neither the Grantor nor any other "nonadverse party" as that term is used in section 672(b) of the Code shall have the power (1) to purchase, exchange or otherwise deal with or dispose of any principal or income of any trust under Article SECOND hereof for less than an adequate consideration in money or money's worth, or (2) to borrow any principal or income of any trust under Article SECOND hereof, directly or indirectly, without adequate interest or adequate security; no person in a nonfiduciary capacity shall have the power (1) to vote or direct the voting of stock or other securities of a corporation in which the holdings of the Grantor and any trust hereunder are significant from the viewpoint of voting control, (2) to control the investment of any trust assets either by directing investments or reinvestment or by vetoing proposed investments or reinvestment, to the extent that the trust assets consist of stocks or securities of a corporation in which the holdings of the Grantor and the trust are significant from the viewpoint of voting control, or (3) to reacquire any assets of any trust under Article SECOND hereof, or any portion thereof, by substituting other property of an equivalent value; the Trustee shall not use any income of any trust under Article SECOND hereof, within the meaning of section 677 of the Code, (including capital gain) directly or indirectly to pay premiums on policies of insurance on the life of the Grantor and/or the Grantor's spouse (including, but without limitation, any form of split-dollar arrangement with respect to such insurance); no income or corpus of any trust under Article SECOND hereof shall be paid or appointed to or for the benefit of the Grantor and the Grantor's spouse; no one (including, but not limited to, the Grantor and the Grantor's spouse) shall hold or participate in the disposition in respect of the beneficial enjoyment of the principal or income of any trust under Article SECOND hereof within the meaning of section 674(a) except that a Trustee (other than a Trustee who is the Grantor or a related or subordinate party within the meaning of section 672(c) of the Code with respect to the Grantor) may exercise the powers set forth in section 674(c)(1) and (2) of the Code. At all times during the Grantor's lifetime, only a court within the United States shall exercise primary supervision over the administration of any trust hereunder and no one, other than a United States person, shall have the authority to control any substantial decision of any trust hereunder, within the meaning of section 7701(a)(30)(E) of the Code. It is the Grantor’s intent that after the individual holding the power under paragraph B of Article TWELFTH to substitute property effectively releases his or her power to substitute property of equivalent value, and the Selector has effectively released the power to add to the class of beneficiaries of any trust under Article SECOND hereof, and the Grantor’s spouse is no longer a beneficiary of any trust under Article SECOND hereof, no part of the income, deductions or credits of any such trust under Article SECOND hereof shall be attributed to the Grantor under the so-called “Grantor Trust” rules of subpart E of Part I of subchapter J of chapter 1 of subtitle A of the Code, and this Agreement of Trust shall be construed (including but not limited to a construction that would limit the Trustee’s discretion otherwise granted hereunder or that would limit or eliminate any power of appointment granted to any beneficiary hereunder) and the trusts hereunder administered in accordance with and to carry out this intent.

* 1. Restrictions Relating to Grantor and Grantor’s Spouse

**.** Notwithstanding any other provision of this Agreement of Trust, no power enumerated herein or accorded to trustees generally pursuant to law, singly or as a whole, shall be construed:

1. To enable the Grantor or the Grantor’s spouse (i) to become a Trustee (other than the Grantor’s spouse as co-Administrative Trustee), Trust Protector or Selector hereunder, (ii) to remove any Trustee hereunder, (iii) to vote any stock of any controlled corporation within the meaning of section 2036(b) of the Code which may at any time be directly or indirectly given to or held by any trust hereunder, (iv) to exercise any power of appointment with respect to any trust hereunder, (v) to exercise any power described in section 2036(a)(2) or 2038 of the Code or to exercise, directly or indirectly, any other power with respect to any stock which would cause such stock to be includible in the estate of the Grantor under section 2036(b) of the Code or (vi) to exercise any incident of ownership within the meaning of section 2042 of the Code with respect to any policy of insurance on his own or her own life; and

2. To permit any trust distribution which would have the effect of discharging any legal obligation of the Grantor (including any obligation which the Grantor may have at any time relating to the support and/or education of any beneficiary hereunder).

If at any time any person other than the Grantor makes a contribution to any trust created hereunder (other than to a trust as to which such person then has any general power of appointment), such person (the “donor”) shall be deemed thereafter to be an additional “Grantor” with respect to the addition to the trust receiving such gift (the “donee trust”) for the purposes of the restriction provisions set forth herein and for the purposes of all limitations, exceptions, restrictions and exclusions referring to the Grantor contained in other provisions of this Agreement of Trust (but only insofar as they relate to the donee trust and the additions made by such donor). Although the Grantor acknowledges that the Grantor has not granted any beneficiary hereunder a general power of appointment, it is possible that, through the exercise by a beneficiary hereunder of a special power of appointment, a general power of appointment may be conveyed upon a beneficiary of a trust created hereunder.

* 1. Grantor’s Intent

**.**  It is the Grantor’s intent that no portion of any trust hereunder be includible in the Grantor’s gross estate for estate tax purposes at the Grantor’s death. Further, it is the intent of the Grantor that no portion of any trust hereunder be includible in the estate of the Grantor’s spouse for estate tax purposes at the death of the Grantor’s spouse. Accordingly, and notwithstanding any provision herein contained to the contrary, this Agreement of Trust shall be construed and the trusts hereunder administered in accordance with and to achieve these intents.

* 1. Grantor’s Income Tax

**.**  The Trustees shall not pay to the Grantor or the Grantor’s executors any income or principal of any trust estate hereunder on account of or in discharge of the Grantor’s income tax liability (whether Federal, state or otherwise), if any, in respect of property held in any trust hereunder and taxable to the Grantor including, but without limitation, tax on realized capital gains.

ARTICLE FOURTEENTH  
  
INTENT TO CREATE ALASKA TRUST

It is the Grantor’s intention that the trusts created under this Agreement of Trust be trusts described in AS 34.40.110, 13.36.035(a) and (c). Accordingly, unless the Independent Trustee determines to move the situs of a trust hereunder to another jurisdiction in accordance with paragraph B of Article FIFTEENTH hereof, (1) notwithstanding the provisions of AS 13.36.080 or any other provision of Alaska law, the Trustees shall have no duty to inform the current or future beneficiaries of the trusts created under this Agreement of Trust of (a) the court in which the trust is registered and (b) the Trustees’ names and addresses and (2) the Grantor directs that (a) at all times at least one Trustee of each trust shall be a “qualified person” under AS 13.36.390(2), (b) the duties of that Trustee, regardless of whether that Trustee is acting in the capacity of Investment Trustee, Independent Trustee and/or Administrative Trustee, shall include the duty and responsibility to maintain books and records of the trust in Alaska and to prepare or to arrange for the preparation of the tax returns of the trust, (c) at least some assets of the trust shall be deposited in Alaska within the meaning of AS 13.36.035(c)(1), and (d) at least part of the administration of the trust shall occur in Alaska within the meaning of AS 13.36.035(c)(4). Each Trustee and that Trustee’s officers, agents, and employees, if any, shall be indemnified out of and held harmless by the trust estate from any and all liability to any beneficiary for any loss of any kind that may result by reason of any action or non-action taken by the Trustee and the Trustee’s officers, agents, and employees in accordance with the directions in this Article FOURTEENTH.

ARTICLE FIFTEENTH  
  
GOVERNING LAW AND TRUST SITUS

* 1. Governing Law

**.** The validity, construction and effect of the provisions of this Agreement of Trust in all respects shall be governed and regulated according to and by the laws of the State of Alaska.

* 1. Situs

**.** The original situs of the trusts created hereunder shall be Alaska. The situs of any trust created hereunder may be maintained in any jurisdiction (including outside the United States), as the Independent Trustee, in the exercise of sole and absolute discretion, may determine, and thereafter transferred at any time or times to any jurisdiction selected by the Independent Trustee. Upon any such transfer of situs, the trust estate may thereafter, at the election of the Independent Trustee of said trust, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. Accordingly, if the Independent Trustee of any trust created hereunder elects to change the situs of any such trust, the Trustees of said trust are hereby relieved of any requirement of having to qualify in any other jurisdiction and of any requirement of having to account in any court of such other jurisdiction.

ARTICLE SIXTEENTH  
  
ADDITIONAL PROPERTY

Any individual may at any time and from time to time transfer and deliver, or may bequeath or devise by Last Will and Testament, to the Trustees cash or other property acceptable to the Trustees which shall thereupon become a part of the trust estate and shall be held, administered and disposed of by the Trustees in all respects subject to the provisions of this Agreement of Trust.

ARTICLE SEVENTEENTH  
  
DISCLAIMER

Any beneficiary of any trust created hereunder, in addition to any rights conferred on him or her by the law governing the validity, construction and effect of this Agreement of Trust, is authorized at any time within nine (9) months after the date of this Agreement of Trust, and with respect to any additional property placed in trust hereunder within nine (9) months after such addition, to renounce or disclaim, in whole or in part or with reference to specific amounts, parts, fractional shares or assets, any interest, right, privilege, or power granted to that person by this Agreement of Trust. Any such renunciation or disclaimer shall be made by an acknowledged, written instrument executed by that person or by his or her conservator(s), guardian(s), committee, custodian(s), executor(s), or administrator(s), delivered to the Trustees and filed with the appropriate court or judicial office.

ARTICLE EIGHTEENTH  
  
SPENDTHRIFT TRUST PROVISION

The interest of a beneficiary of any trust hereunder may not be either voluntarily or involuntarily transferred before the payment or delivery of the interest to the beneficiary by the Trustees, within the meaning of AS 34.40.110(a). No beneficial interest in any trust created hereunder, whether in income or in principal, shall be subject to anticipation, assignment, pledge, sale or transfer in any manner, and no beneficiary of any such trust or other person interested therein shall have the power to anticipate, encumber or charge his or her interest therein, and no trust estate created hereunder shall be liable for or subject to the debts, contracts, obligations, liabilities or torts of any beneficiary of any such trust or other person interested therein; provided, however, that nothing contained herein shall be construed as preventing any beneficiary from making a qualified disclaimer within the meaning of section 2518 of the Code with respect to interests herein.

ARTICLE NINETEENTH  
  
IRREVOCABILITY OF TRUST

The Grantor has been advised of the difference between revocable and irrevocable trusts and hereby declares that this Agreement of Trust and the trust estates created hereby are irrevocable.

ARTICLE TWENTIETH  
  
Definitions

* 1. Child, Children, Descendant and Descendants

**.** For purposes of beneficial interests in the income and/or principal of any trust created hereunder, the words “child,” “children,” “descendant” and “descendants” as used herein shall include any individual adopted prior to his or her eighteenth (18th) birthday by the Grantor or any descendant of the Grantor, and any descendant by blood or adoption of any such adopted individual, if and only if adopted prior to his or her eighteenth (18th ) birthday.

* 1. Minor

**.** For purposes of this Agreement, the word “minor” shall mean an individual under the age of eighteen (18) years.

* 1. Adult

**.** For purposes of this Agreement, the word “adult” shall mean an individual eighteen (18) years or older.

* 1. Per Stirpes

**.**  A disposition in this Agreement of Trust to the descendants of a person in per stirpital shares or shares, or to the descendants of a person per stirpes, shall be deemed to require a division into a sufficient number of equal shares to make one such share for each child of such person living at the time such disposition becomes effective and one share for each then deceased child of such person having one or more descendants then living, regardless of whether any child of such person is then living, with the same principle to be applied in any required further division of a share at a more remote generation.

* 1. Spouse

**.**  For purposes of this agreement, the word “spouse” shall refer to the person to whom an individual is lawfully married and with whom such individual is living as husband or wife, as the case may be. Persons shall not be treated as not living as husband and wife merely on account of absences due to business, health, education or similar reasons.

* 1. Incompetency.

For purposes of this Agreement of Trust, an individual shall be considered incompetent or incapacitated (i) if such individual has been judicially declared incompetent or otherwise unable to manage his or her financial affairs by a court of competent jurisdiction, or (ii) if two (2) licensed physicians who have personally examined said individual (one (1) of whom shall be the individual's personal physician, if any, and one (1) of whom shall be a neurologist or similar professional) conclude, as evidenced by an acknowledged, written instrument executed by them, that the individual is substantially unable to manage his or her financial affairs and that such substantial inability is not expected to be short-term, and a copy of such acknowledged, written instrument is delivered to the following person or persons, as the case may be: (a) if said individual is a beneficiary of any trust created hereunder, to the Trustees of such trust(s), and (b) if said individual is a Trustee of any trust created hereunder, to the other Trustee or Trustees of such trust(s) and to any person or persons authorized under this Agreement of Trust to designate a successor to such Trustee. Any person who is not considered incompetent or incapacitated pursuant to this paragraph shall be considered competent.

ARTICLE TWENTY-FIRST   
  
MISCELLANEOUS PROVISIONS

* 1. Receipt

**.** The Trustees acknowledge the receipt from the Grantor of the property set forth in the annexed Schedule and accept the trusts hereby created upon the terms set forth herein.

* 1. Application To Successors

**.**  This Agreement of Trust shall extend to and be binding upon the executors, administrators and assigns of the Grantor and upon the successors to the Trustees.

* 1. Headings

**.**  The headings used in this Agreement of Trust are for convenience only and shall not be relied upon to construe this Agreement of Trust.

* 1. Counterparts

**.** This Agreement of Trust may be executed in counterparts and such counterparts taken together shall constitute a single instrument which shall be binding upon the executor(s), administrator(s) and assign(s) of the Grantor and upon the successors to the Trustees.

**IN WITNESS WHEREOF**, the undersigned Grantor and Trustees have executed this Agreement of Trust as of the date first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_, Grantor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_, Investment Trustee and  
Independent Trustee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Administrative Trustee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Administrative Trustee

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

STATE OF )

: ss.:

COUNTY OF )

On the day of in the year 200\_ before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same, and that by his signature on the instrument, the individual executed the instrument as Grantor, and that such individual made such appearance before the undersigned in , .

Notary Public

STATE OF )

: ss.:

COUNTY OF )

On the day of in the year 200 - before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and s/he acknowledged to me that s/he executed the same, and that by his/her signature on the instrument, the individual executed the instrument as Investment Trustee and Independent Trustee, and that such individual made such appearance before the undersigned in , .

Notary Public

STATE OF )

: ss.:

COUNTY OF )

On the day of in the year 200\_ before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and she acknowledged to me that she executed the same, and that by her signature on the instrument, the individual executed the instrument as co-Administrative Trustee, and that such individual made such appearance before the undersigned in , .

Notary Public

STATE OF ALASKA )

: ss.:

THIRD JUDICIAL DISTRICT)

On the day of in the year of 200 -, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and (s)he acknowledged to me that (s)he resides in Anchorage Alaska; that (s)he is a                          of , the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he executed the instrument by like order, in its capacity as co-Administrative Trustee and that such individual made such appearance before the undersigned in Anchorage, Alaska.

Notary Public

**SCHEDULE**

$10.00