

**JOHN AND JAYNE DOE**  
**REVOCABLE TRUST AGREEMENT**  
**DATED TODAY**

## TABLE OF CONTENTS

### I. TRUST PROPERTY

- A. Original Trust Estate
- B. Additions to Trust Estate
  - 1. Employee Benefit Plans
  - 2. Life Insurance

### II. ORIGINAL AND SUCCESSOR TRUSTEES

- A. Original Trustee
- B. Death or Resignation of Original Trustee
- C. Discharge or Replacement of Trustee by Beneficiaries
- D. Approval of Accounts by Beneficiaries
- E. Resignation of a Trustee
- F. Merger of a Corporate Trustee
- G. Limitation of Duties and Responsibilities of Successor Trustees
- H. Authorization and Limitation for Trustee to Modify Language
- I. Bond

### III. REVOCATION AND AMENDMENT

- A. Rights of Revocation and Amendment
- B. Power to Revoke or Amend for Incompetent
- C. Determination of Revocability or Irrevocability

### IV. DISTRIBUTION DURING LIFE OF TRUSTOR

### V. TERMS OF TRUST DISTRIBUTION

- A. Payment of claims
- B. Provisions after first death
- C. Family Trust
- D. Marital Trust
- E. Provisions after second death
- F. Disabled beneficiaries
- G. Termination

### VI. SUPPORT AND MAINTENANCE

- A. Standard
- B. Evidence of Need
- C. Guardian's and Conservator's Expenditures

### VII. CONFIDENTIALITY

## VIII. TRUST POWERS

- A. Introduction
- B. Management Powers
- C. Investment Powers
- D. Administrative Powers
- E. Actions Taken in Good Faith by Trustee and Specific Limitations

## IX. GENERAL PROVISIONS

- A. Definitions
- B. Annual Accounting
- C. Limitations Period
- D. Spendthrift Provision
- E. Partial Invalidation
- F. Headings
- G. Situs of Trust
- H. Counterparts
- I. Application to Probate Court
- J. Number and Gender
- K. Trust Shares or Subshares

## AGREEMENT

THIS TRUST AGREEMENT is made by \_\_, of the County of **Hendricks**, State of Indiana, hereinafter called "Trustor", and \_\_ as "Trustee". Reference in this Trust to the "Trustee" shall be deemed a reference to whomever is serving as Trustee, whether original, alternate, successor, or a co-trustee. The initial Beneficiary of this Trust Estate shall be \_\_

### I. TRUST PROPERTY

#### A. Original Trust Estate

The Trustor acknowledges that he has previously transferred to the Trustee without consideration personal property which was the original corpus of the Trust Estate.

#### B. Additions to Trust Estate

Additional property may be added to the Trust Estate at any time by the Trustor or by any person or persons, by inter vivos or testamentary transfer, and by any insurance policies made payable to the Trustee. All such original and additional property shall be accepted by the Trustee and is referred to herein collectively as the Trust Estate, and shall be held, managed and distributed as herein provided.

##### 1. Employee Benefit Plans

In the event that any designation of the Trustee of this Trust as Beneficiary in any employee-benefit plan in which the Trustor may have an interest shall be ineffectual in whole or in part, the Trustor specifically requests that the committee, or other group having authority to do so under such plans, select the Trustee of the Trust as Beneficiary of such plans to the maximum extent possible.

Under no circumstances shall any restricted proceeds be either directly or indirectly (i) distributed to or for the benefit of Trustor's executors or Trustor's Probate Estate or (ii) used to pay any obligations of Trustor's estate. The term "restricted proceeds" means:

- (a) All qualified plans, individual retirement accounts, or similar benefits which are received or receivable by any Trustee hereunder which, if paid solely to a beneficiary "other than the executor" of the Trustor's gross estate would be excluded from Trustor's gross estate for federal estate tax purposes under Section 2039 of the Internal Revenue Code in effect at Trustor's death, or for federal estate income tax purposes; or

(b) All proceeds of insurance on Trustor's life which, if paid to a beneficiary other than Trustor's estate, would be exempt from inheritance or Federal Estate taxes under state or federal law in effect at the time of Trustor's death; or

(c) All other assets transferred into the Trust that if conveyed to the Trustor's Executor or Estate might increase the amount of income, inheritance, estate, capital gains, self employment, or any other type of tax to any ultimate beneficiaries.

The Trustee may elect the mode of payment which, in the Trustee's discretion, appears to be the most advantageous option available to the Trust and/or its then current income Beneficiaries in terms of income, estate, and inheritance tax, and/or investment return considerations.

An election by the Trustee in good faith in the exercise of the discretionary power conferred upon it shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to the Trustee, and the Trustee shall not be liable to any person by reason of its exercise of such discretionary power.

## 2. Life Insurance

### (a) Trustee Named as Beneficiary

At any time any person or persons may designate the Trustee as the beneficiary, primary or contingent, of any insurance, pensions, or other death benefit, relating to the life of anyone (such designation to be presumed to be revocable unless it is expressly irrevocable) and, until such benefit matures by reason of death, the Trustee shall have no responsibility whatsoever with respect thereto. It is intended that, unless and until the Trust which is designated beneficiary of such death benefit becomes the owner of the insurance proceeds involved (or other source of such benefit), such trust arrangement shall be operative only with respect to such net proceeds as actually become payable by reason of death.

### (b) Policy Ownership

The Trustee shall not be obligated to pay any premiums, assessments, or other charges on any policies not owned by the Trust, nor to keep anyone informed with respect thereto. The Trustee shall not be responsible for any acts or omissions of the owners in connection with any policy. The owner of each policy in which the Trustee is named Beneficiary has reserved all rights, options, and privileges, including all incidents of ownership, conferred by the terms of the policies. Such rights shall include, but not be limited to, the right to change the Beneficiaries of such policies.

## II. ORIGINAL AND SUCCESSOR TRUSTEES

### A. Original Trustee

The original Trustee under this Declaration of Trust shall be \_\_ to serve with all of the powers, authority, and obligations contained within this Trust Agreement.

### B. Death or Resignation of Original Trustee

In the event of the incapacity or death of either \_\_ or if for any reason whatsoever one of them ceases to serve as Trustee hereunder, the Trustor nominates and appoints the other to serve as Successor Trustee hereunder without the approval of any Court.

In the event of the incapacity or death of both \_\_ or if for any reason whatsoever they cease to serve, the Trustor nominates and appoints \_\_ to serve as Successor Co-Trustees, without the approval of any Court.

### C. Discharge or Replacement of Trustee by Beneficiaries

A majority of the adult income Beneficiaries (including the Guardian of any minor income Beneficiaries) shall have the right to select, remove and replace the Trustee from among any financial institution with trust powers having its headquarters or principal place of business in Indiana.

### D. Approval of Accounts by Beneficiaries

A majority of the adult income Beneficiaries (including the Guardian of any minor income Beneficiaries) may, without liability to themselves, approve the accounts and give full release and discharge to any discharged, replaced, or resigned Trustee and this shall be binding upon all persons whomsoever. Each Beneficiary shall be deemed to have consented to any accountings if, after one year of receipt, he or she has filed no lawsuit or petition to compel an accounting, to object to any accounting, for any breach of trust, or any other action.

### E. Resignation of a Trustee

The Trustee of any Trust hereunder, including any Successor Trustee, may resign by delivery to all of the then income Beneficiaries of such Trust of thirty (30) days written notice of resignation. A discharged or resigned Trustee shall serve as Trustee until its Successor shall accept office and shall execute all instruments and do all acts necessary to vest title of the Trust Estate in the Successor Trustee without the approval of any Court.

#### F. Merger of Corporate Trustee

In the event any corporate Trustee shall merge, consolidate with, or sell, or transfer substantially all of its assets in business to another corporation, state or federal, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the Trustee hereunder with the same effect as though originally named.

#### G. Limitation of Duties and Responsibilities of Successor Trustees

No Successor Trustee shall have any responsibility for any acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administration of any such Trustee; nor, unless in writing requested to do so by a person having a present or future beneficial interest under a Trust hereunder, any duty to take action to obtain redress for breach of trust. Any claim or action against any previous Trustee must in any event be asserted or filed by any Beneficiary within one (1) year after the appointment of a Successor Trustee.

#### H. Authorization and Limitation for Trustee to Modify Language

The Trustee is authorized to modify the language of the Trust provisions as such are contained in Article VIII, TRUST POWERS, provided however, that such modification of language shall not materially affect the rights of Beneficiaries or the method by which the Trust would be taxed but for any such modification.

The Trustor acknowledges that the purpose for providing authority for the Trustee to alter or modify the language of the Trust Powers is for the sole purpose of meeting any unique requirements of any financial institution or governmental agency that may be required for the Trust to function efficiently and effectively for the purpose for which it was brought into existence.

This authorization is granted in recognition that it has commonly been found that institutions arbitrarily and periodically change their requirements as to the peculiar verbiage for a particular institution which may be required to enable the Trustee to effectively utilize the Trust Powers. This also gives the Beneficiaries discretion to appoint a qualified corporate trustee that otherwise would not accept but for adoption of its standard language concerning its management or investment authority.

In the event that the Trustee attempts to bring about a modification in accordance with this section and it is found to adversely affect the rights of any Beneficiary in any respect whatsoever, and/or the modification in any way which would adversely affect the taxation of the Trust or its Beneficiaries as it applies to income taxation, or taxation of inter vivos gifting, or transfer tax imposed by virtue of the death of the Trustor, then such attempted modification of language shall be treated as void.

In the event of an unintended result, the Trustee is directed to rescind all transactions that were performed under this section allowing change of verbiage. Where necessary and appropriate, the Trustee is directed and authorized to obtain the approval of a Court of competent jurisdiction to effectuate any change or rescission.

#### I. Bond

No Trustee shall be required to post bond or any other security for the faithful performance of any duties or obligations of such office.

### III. REVOCATION AND AMENDMENT

#### A. Rights of Revocation and Amendment

The Trustors, during their lifetimes may, at any time and upon successive occasions, revoke this Trust in whole or in part or may alter or amend any of its provisions. Any amendment or restatement may be similarly canceled or amended. The Trustors may withdraw all or any part of the Trust Estate at any time.

#### B. Power to Revoke or Amend for Incompetent

During the life of the Trustor, should he or she become incapacitated, the Trustee may, at the Trustee's discretion:

- a) Apply such portion of the net income, up to the whole thereof, of the Trust Estate as the Trustee may deem in its absolute discretion reasonable and proper for the benefit of the Trustor so adjudged to be incompetent or unable to manage his or her own affairs.
- b) Declare void and without effect, any attempt by the Trustor to exercise the reserved rights of revocation, amendment, restatement, withdrawal of assets, control over Trustees, etc., unless a court of competent jurisdiction determines otherwise. Trustor's disappearance constitutes incapacity. During any period of Trustor's incapacity, this Trust is irrevocable and unamendable.

A person is considered incapacitated when any Trustee comes into possession of any of the following:

- a) A court order stating that the Trustor is incapacitated or lacks the capacity to act on his own behalf;
- b) A court order appointing a guardian of the Estate for the Trustor;



c) A duly executed and witnessed (or notarized) certificate of at least one licensed physician certifying that such physician has examined the Trustor and has concluded that he lacks the ability to transact ordinary business or is of unsound mind;

d) Evidence which the Trustee deems to be creditable and still currently applicable that a person has disappeared, is unaccountably absent, or is being detained under duress where he is unable effectively and prudently to look after his own best interests.

#### C. Determination of Revocability or Irrevocability

Upon the death of either Trustor, the trust terms created by this Agreement become irrevocable and may not be amended except as provided herein, narrowly construed.

#### IV. DISTRIBUTIONS DURING LIFE OF TRUSTOR

During the lifetimes of the Trustor, the Trustee in its sole discretion may pay or apply the net income and/or corpus, or so much as it chooses, to or for the benefit of the Trustor and may add to principal any income not so expended. The judgment of the Trustee, as to the propriety and amount of such payment, shall be conclusive.

#### V. TERMS OF TRUST DISTRIBUTION

##### A. Payment of claims

Upon the Trustor's death, the Trustee shall not pay any debts, expenses of the last illness, funeral or burial, as well as any other estate, inheritance, succession, or other death taxes imposed upon or in relation to any property required by any tax law to be included in the gross Estate, unless required by law.

##### B. Provisions After First Death

On the death of either Trustor, leaving the other Trustor surviving him or her, the Trustee shall collect and accumulate all insurance proceeds payable to the Trustee by reason of such death, all bequests and devises distributable to the Trust Estate under the terms of the last will of the deceased Trustor, and shall divide the entire Trust Estate into two separate trusts to be known and herein designated as the "Family Trust" and the "Marital Trust".

If the surviving Trustor makes a qualified disclaimer (as defined in Section 2518 of the Internal Revenue Code of 1986, as amended), with respect to all or any portion of the interests in property given to him or her under any provision of the deceased Trustor's

Will, Trust, or otherwise, then such disclaimed property interests shall be distributed to the Family Trust to be added to such Trust and held and distributed as if it had been an original part of that Trust. Such disclaimer shall not be considered a disclaimer of any interest of the surviving Trustor in the property added to the Family Trust, except to the extent any disclaimer specifically intends to require such an outcome.

C. Family Trust

The Trustee shall set aside a pecuniary amount which will impose a tax under Code Section 2001 which is equal to the unified credit available to my estate, which pecuniary amount shall then be reduced by the sum of:

- (1) The aggregate amount of medical and administration expenses not deducted in determining my taxable estate;
- (2) The aggregate pecuniary amount of all property included in my gross estate and not deducted under Code Sections 2055 and 2056 in determining my taxable estate;
- (3) The amount of adjusted taxable gifts; and
- (4) All state death and succession taxes paid from my residuary estate or trust and not reimbursed to my estate or trust.

My Trustee shall have the right to fund the Family Trust in cash or in kind, or partly by each. The property shall be at estate tax values and may be distributed on a non-pro rata basis without regard to its income tax basis, and shall be fairly representative of appreciation or depreciation in the value of all property available to fund the Family Trust. It is our intention to fully utilize the unified credit available to the estate of the first spouse to die. Should there be no federal estate tax, all trust property shall be administered according to the Family Trust.

During the lifetime of the surviving spouse, the trustee shall pay to or apply for the benefit of the survivor all the net income from the Family Trust, payable in quarterly installments, and shall pay to or apply for the survivor's benefit out of the principal of the Trust such sums as, in the opinion of the Trustee, shall be necessary for his or her health, education, maintenance and/or support.

D. Marital Trust

The Trustees shall not allocate to the Marital Trust any property or proceeds of property that cannot qualify for the marital deduction. All property not set aside for the Family Trust shall fund the Marital Trust.

1. Income Distributions: During the lifetime of surviving Settlor, the Trustees shall pay the net income from the Marital Trust to the surviving Settlor in quarterly installments, or apply the same directly for the support of surviving

Settlor should surviving Settlor by reason of age, illness or any other cause in the opinion of the Trustees be incapable of disbursing it.

2. Principal Distribution: As much of the principal of the Marital Trust as the Trustee, in its sole and absolute discretion may, from time to time think advisable for health, welfare, maintenance and comfortable support of surviving Settlor, shall be either paid to the surviving Settlor or else applied directly for the benefit of surviving Settlor, by reason or age, illness or any other cause in the opinion of the Trustees be incapable of disbursing same. The surviving Settlor shall have the power to withdraw such amounts from principal as the surviving Settlor shall desire from time to time including the entire exhaustion of principal.

3. Administration of Marital Trust: The surviving Settlor may direct the Trustee to make any unproductive assets of the Marital Trust productive or convert them within a reasonable time. In funding or administering the Marital Trust the Trustees shall not exercise any power in a manner that would infringe upon any legal requirement for the allowance of the Marital Deduction for federal estate tax purposes.

4. Power of Appointment Exercisable by the Surviving Settlor: Upon the death of the surviving Settlor, the remaining principal and any accrued or undistributed Income shall be transferred and delivered to or for the benefit of such one or more persons, corporations or other organizations, including the estate of the surviving Settlor or to the creditors of the surviving Settlor, in such portions or amounts and subject to such trusts, terms and conditions as the surviving Settlor, may appoint by specific reference in his or her Last Will and Testament. If the surviving Settlor does not exercise this power in full, the unappointed principal and accumulated and undistributed income shall be added to the Family Trust.

E. Provisions After Second Death

On the death of both Trustors, the Trustee shall distribute the "Family Trust" and all other trust property as follows:

1. Distribution of tangible personal property. The Trustee shall distribute all tangible personal property, including any contents of the Trustors' residence, to their beneficiaries, or the persons named in one or more letters of instructions, giving preference to any letter or memoranda dated and signed by the Trustors and located among their papers at the time of their deaths. In the event that either of the Trustors has inadvertently named two or more persons to take a particular item, then the most recently dated paper shall control.

2. Distribution of remainder:

\_\_\_, Trustor's daughter, is to receive fifty percent (50 %) of Trust Estate, *per stirpes*.

\_\_\_, Trustor's daughter, is to receive fifty percent (50 %) of Trust Estate, *per stirpes*.

Should any beneficiary be under the age of 35, the Trustee shall administer his or her trust share as follows:

Until he or she attains the age of twenty-five (25) years, the Trustee from time to time may pay to or apply directly for the benefit of the beneficiary such sums from the net income and principal as the Trustee deems necessary or advisable to provide for his or her health, education, maintenance and support.

When the beneficiary for whom a separate share trust is being administered attains the age of twenty-five (25) years, the Trustee shall pay over and distribute to him or her one-third (1/3) of his or her trust share as it then exists; upon attaining the age of thirty (30) years, the Trustee shall pay over and distribute to him or her one-half (1/2) of his or her trust share as it then exists; upon attaining the age of thirty-five (35) years, the Trustee shall pay over and distribute to him or her the entire balance of his or her trust share as it then exists, and his or her trust share shall terminate.

If such beneficiary shall have attained one or more of the ages for distribution mentioned above, at the time such share is created, then upon the creation of such trust share the Trustee shall pay over and distribute to him or her that portion of such trust share to which such beneficiary would be entitled if he or she had attained such age or ages for distribution subsequent to the creation of his or her trust share.

If any beneficiary shall die before receiving complete distribution of his or her trust share, the Trustee shall distribute the balance of his or her share outright and free of trust to his or her surviving descendants, per stirpes; or, if such beneficiary should die without descendants, then to our other beneficiaries.

F. Disabled beneficiaries

Should any beneficiary or recipient of any trust property be or become disabled, notwithstanding the above distributions and any other provisions in this agreement to the contrary, the Trustee may pay to or for the benefit of the disabled Beneficiary such sums of income and principal as the Trustee in its sole, absolute, complete and unfettered discretion shall determine from time to time for his or her supplementary needs. By "supplementary needs" is meant amounts needed for the Beneficiary's health, education, maintenance and support that are not provided or available to be provided by any governmental assistance or benefit program, the Beneficiary, or from any other source.

Payment for such needs shall only be supplemental to any governmental or private assistance or benefit program and shall not supplant such other source. The Trustee may, in the Trustee's discretion, use funds from this trust for the Beneficiary's basic living needs, such as sophisticated mental and diagnostic work and treatment for which there are not funds otherwise available, including plastic surgery or other medical procedures not deemed to be medically necessary, dental care, recreation and transportation, the differential in the cost between housing and shelter for shared and private rooms, supplemental nursing care, and similar care that assistance programs may not otherwise provide. Distribution may be made for such things as a telephone, television service, an electrical wheelchair, mechanical bed, companions for travel, cultural experiences, and periodic outings and payments to third parties to accompany the Beneficiary. These are illustrations of supplemental benefits that the Trustee may wish to consider in deciding to make funds available to or for the benefit of the Beneficiary. The examples are not inclusive or exclusive.

The limitations on the purposes for which distributions may be made for the benefit of any disabled Beneficiary and the limitations on the methods of distribution hereunder for the benefit of the Beneficiary are intended to comply with the current regulations of the State of Indiana applicable to the purpose of these trust provisions. In the event that, at any time, the exclusion of the Trust Estate for purposes of the Beneficiary's eligibility for public assistance does not require such limitations, the Trustee shall then have the broadest authority and discretion to make distributions to or for the benefit of the Beneficiary, and for such purposes and uses, as is allowed under applicable law consistent with the preservation of the Beneficiary's eligibility for public assistance.

## G. Termination

### 1. No Beneficiaries Surviving

In the event that none of the above-named Beneficiaries shall survive the distribution of the Trust Estate, then and in that event the Trustee shall distribute all of the remaining assets that are a part of the Trust Estate to the residuary beneficiaries in the Will of the last surviving beneficiary.

### 2. Discretionary Termination

Any time that a Trust or Trust share created under this Agreement has, in the judgment of the Trustee, a value so low that the expenses of maintaining the Trust cannot be reasonably justified (such as a Trust or Trust share consisting of less than \$50,000), the Trustee may, in its discretion, but is not required to, terminate such Trust or Trust share. In case of such termination, the Trustee shall distribute forthwith the share so terminated to the primary Beneficiaries thereof.

### 3. Mandatory Termination

If any Court of competent jurisdiction so requires, the Trust Estate shall terminate not later than twenty-one (21) years after the death of the last surviving Beneficiary herein named who is living at the time of the death of the Trustor, it being the intent of the Trustor that this Trust Agreement shall be interpreted so as not to violate the Rule Against Perpetuities. The Trust Estate, upon such termination, shall be distributed to the Beneficiaries for whom, at that time, a share or subshare has been set aside, each such Beneficiary to receive his or her share or subshare and any accumulations thereon.

#### 4. Termination of Trust

At such time as the assets of the Trust Estate, including any accumulations thereon, have been distributed to the Beneficiaries in accordance with the terms and conditions of this Trust, the Trust and any subtrusts shall then terminate.

### VI. SUPPORT AND MAINTENANCE

If the Trustee of any Trust hereunder deems the net income payable from such Trust not sufficient to support any Beneficiary entitled to receive such support pursuant to the terms of this Trust Agreement, then the Trustee may, as often as it deems necessary, pay to or apply for the use and benefit of such Beneficiary such part of the principal of such Trust, up to and including the whole thereof, as the Trustee in its discretion believes necessary for the support of such Beneficiary.

#### A. Standard

In exercising its discretion hereunder, the Trustee shall take into consideration the income, earning capacity, resources and other sources of receipt of the Beneficiary, together with any other factor which the Trustee may deem pertinent, including the accustomed manner of living of such Beneficiary. The judgment of the Trustee as to the propriety and amount of all such payments shall be absolute, unfettered, and conclusive.

#### B. Evidence of Need

The Trustee may, in its discretion, require as a condition precedent to the distribution of any Trust assets for support or advancement, that the Beneficiary furnish evidence of his or her financial conditions, income, earning capacity, and assets, in form and content satisfactory to the Trustee. The Trustee shall be entitled to rely upon the written certification of such Beneficiary or the Guardian of such Beneficiary as to the nature and extent of such Beneficiary's needs for support, and the inadequacy of such Beneficiary's resources apart from the Trust. The Trustee shall not be required to make further inquiry as to the authenticity of the facts so certified.

### C. Guardian's and Conservator's Expenditures

The Trustor does not desire that the Guardian or Conservator of any Beneficiary should incur personal expense for the support of such Beneficiary. The Trustee shall disburse funds from such Beneficiary's Trust Estate for the purpose of reimbursing such Guardian or Conservator for reasonable expenses incurred in accommodating such Beneficiary.

### VII. CONFIDENTIALITY

The Trustee shall have the discretion to disclose any provisions of this Agreement where it deems necessary in the orderly administration of this Trust.

The Trustor further declares that it is their desire and intent that the provisions of this Trust Agreement are to remain confidential as to all parties unless specific authorization to disclose is stated in this Trust Agreement. However, the Trustor directs that information concerning the benefits being paid to any particular Beneficiary shall be revealed to such individual and that no individual shall have a right to information concerning the benefits being paid to any other Beneficiary.

The attorneys and paralegals and any other legal assistants who advise the Trustor on any matters may now be required to inform the Trustor of policies regarding privacy of the Trustor's information. The attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by state or federal statutes. The attorneys have informed the Trustor that they will always protect the Trustor's privacy, including the receipt of personal and financial information, and will maintain safeguards that comply with all professional guidelines.

The Trustor herewith permits the Trustee the same authority to waive any confidentiality privilege that he or his Executor might waive on his behalf, including priest penitent; attorney client; physician patient; counselor patient; accountant client; and any others recognized in the law. All persons are directed to provide to my Trustee any and all information and documents that the Trustor could obtain on his own, individually or as Trustee.

The Trustor directs that, in the event that any litigation is instituted by any person, examination of this Trust Agreement shall be limited to an in camera proceeding and examination by the Judge of a Court of competent jurisdiction and none other.

The Trustor desires that the provisions of this Trust Agreement shall be maintained as confidential. The Trustor further desires that, where appropriate or necessary, the Court seal the records concerning any provisions of this Trust Agreement.

If the Court of competent jurisdiction determines that there is some provision that is appropriate to be disclosed to any person, then the Trustor specifically requests that the disclosure be limited to such person and that no other person be given access to the provisions of this Trust Agreement. Under such circumstances that will provide total or near total privacy, the Trustor requests that the Court issue any and all appropriate Protective Orders, and require the recipient of any confidential information to sign a reasonable non-disclosure agreement.

## VIII. TRUST POWERS

### A. Introduction

My trustee shall have those powers specifically given to a personal representative in an unsupervised estate identified in Indiana Code Section 29-1-7.5-3, as amended, and to a Trustee identified in Indiana Code Section 30-4-3-3, as amended, including but not limited:

- a. to hold and retain any of the property coming into its possession hereunder in the same form of investment as those forms in which it was received by said Trustee, even though such retention may result in an excess concentration in one class of property, without incurring liability in any way for any loss of principal or income caused by the decline in value of any such investment or investments;
- b. to sell or exchange at public or private sale, lease, pledge, mortgage, donate, abandon or otherwise dispose of, deal with, or encumber (for any period of time whatsoever, whether or not ending during the term of the trust), any real or personal property comprising part of the trust estate;
- c. to borrow money on the credit of the Trust Estate from itself or from other sources;
- d. to invest and reinvest any money, whether the income or principal at any time in said trust in such bonds, stocks, notes, real estate mortgages, or other securities, life insurance policies, or in such other property, real or personal, or in a common trust fund, as said Trustee shall deem wise, without being limited by any statute or rule of law of Indiana regarding investments by trustees now or hereafter in effect;
- e. to maintain an uninvested cash reserve;
- f. to cause any security or other property which may at any time constitute a portion of said trust to be issued, held or registered in the name of a nominee or in such form that title will pass by delivery;
- g. to keep any security or other property which may at any time



constitute a portion of said trust to be issued, held or registered in the name of a nominee or in such form that title will pass by delivery;

h. to vote by proxy or in person, and exercise all other rights in relation to all stocks and securities contained in said trust;

i. to enter into option or voting trust agreements and to consent to the reorganization, consolidation, liquidation, readjustment of the financial structure or sale of the assets of any corporation or other organization, the securities of which constitute a portion of said trust, and to take any action with reference to said securities which, in the opinion of the Trustee, is necessary to obtain the benefit of any such reorganization, consolidation, readjustment, or sale; to exercise any conversion privilege or subscription right given to it as the owner of any security constituting a portion of said trust; to accept and hold as a portion of said trust the securities resulting from any such reorganization, consolidation, readjustment, sale, conversion or subscription;

j. to hold, administer, maintain, subdivide and manage any real estate coming into the trust estate, paying all taxes, assessments, maintenance and other proper charges thereon, with full power to mortgage the real estate if necessary for the purposes of conserving the said trust estate; and to make such improvements, additions and/or alterations as in its judgment will be beneficial to said real estate, and to charge the costs and expenses thereof to principal and/or income as the Trustee shall deem equitable;

k. to employ and compensate out of the trust estate, such attorneys, agents, accountants, brokers, investment counsel, appraisers, custodians, and other specialists, advisers, and assistants whose services are deemed by the Trustee to be desirable for the proper administration of the trust. The Trustee shall not be liable for any neglect, omission, misconduct, or default of any such persons, provided that the Trustee shall have selected and retained such person with reasonable care;

l. to contract in such terms which expressly limit liability under such contract to the assets of this trust and which expressly exempt from liability the assets of the Trustee;

m. to rely upon affidavits, certificates, letters, statements, telegrams or other forms of written or oral notice which the Trustee shall believe to be genuine and sufficient, in accordance with the duties and discretions granted to the Trustee, without liability, provided the Trustee acts in good faith and without actual knowledge of any condition or changed condition which may affect distributions or operations under this trust, or the status of any beneficiary of this trust;

n. to determine what is income and what is principal, and to charge or credit expenses, gains, losses, premiums, discounts, waste and appreciation or depreciation in value to principal or income, or partly to each. In all cases, however, the Trustee shall act in accordance with trust accounting principles as established by available case or statutory law in Indiana. The foregoing power shall apply to, but not be limited to, cash and noncash dividends, stock dividends, liquidating dividends, distributions from regulated investment companies, premiums and discounts on the purchase of investments, and includes the power to set up or not to set up reserves and sinking funds for taxes, assessments, insurance premiums, repairs, improvements, depreciation, obsolescence and maintenance, and for any other purpose;

o. to carry such insurance, including public liability, and property damage insurance, against such hazards to the Trustee or the trust estate, in such amounts and with such insurance companies (whether stock companies or mutual companies) as the Trustee deems advisable;

p. to execute and deliver such deeds, bills of sale, mortgages, releases, consents and other legal instruments as may be necessary or appropriate to deliver in connection with administration of the trust;

q. to do anything for the preservation and management of the Trust Estate that it deems necessary, desirable or expedient, and to exercise with respect to the trust estate, all powers of an absolute legal and beneficial owner thereof. The Trustee may act under this agreement without prior notice to any person and without the approval of any court. All powers of the Trustee shall be continuing ones; none shall be exhausted by the exercise or repeated exercise thereof, and a power once exercised may be exercised in a different way and with a different or inconsistent result upon any subsequent exercise thereof.

In addition the Trustee shall have the following powers, duties, and discretions:

#### 1. Inclusion of Prudent-Man-Rule

The Trustee's powers may be utilized in a way as to meet the needs of the various kinds of financial and distribution responsibilities imposed upon the Trustee in this Trust Agreement. It is assumed and imposed upon the Trustee that under any and all circumstances the Trustee shall follow the Prudent-Man Rule and perform all acts within the limits of the fiduciary responsibility imposed on a Trustee.

Notwithstanding, the Trustee is authorized to retain in the Trusts provided for in this Declaration any property received from the Trustor, whether or not such property is of the character permitted by law for the investment of Trust funds. After the death of the Trustor, the Successor Trustee may retain any such property owned by the Trust

without the need to diversify or be subject to any prudent investor rules. The trustee also has discretion to invest the Trust property entirely in equities that produce little if any net income.

## B. Management Powers

### 1. General Property Powers

The Trustee shall have powers and is authorized to do all the acts, take all the proceedings, and exercise all the rights and privileges in the management of the Trust Estate as if the absolute owner thereof, including without limiting the generality of the terms, the right to:

- (a) manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve or repair;
- (b) grant options and to sell upon deferred payments;
- (c) lease for terms and purposes within or extending beyond the duration of the Trust, including the exploration for and removal of oil, gas, and other minerals;
- (d) enter into community oil leases, pooling and unitization agreements;
- (e) create restrictions, easements, and other servitudes;
- (f) compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust;
- (g) institute litigation, compromise and defense actions and proceedings at the expense of the Trust Estate; and
- (h) carry any kind of insurance the Trustee may deem advisable.

### 2. Authority to Grant Power of Attorney

The Trustee is authorized to delegate any powers under this Trust Agreement to an Attorney-in-Fact pursuant to a Special Power of Attorney for the purpose of carrying out the delegated assignment specified in the Special Power of Attorney. The Special Power of Attorney may be issued for any purpose by the Trustee to the recipient of the power; provided, however, that power shall not exceed the terms, conditions and powers of this Trust Agreement. Any third party being shown a Special Power of Attorney from the recipient of that power shall have a right without further investigation to rely upon the Special Power of Attorney.

### 3. Determination of Income and Principal

Except as otherwise specifically provided in this Agreement, the Trustee has full power and authority to determine, in its discretion, what constitutes principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable under the terms of this Agreement. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust Estate is, except as may be otherwise expressly provided in this Agreement, conclusive and binding on all persons in any manner interested in the trust created pursuant to this Agreement.

In addition to its power and the authority to determine income and principal, the Trustee has unfettered discretion to determine how receipts and disbursements, including the fees of the Trustee, shall be credited, charged, or apportioned as between income and principal.

Notwithstanding the foregoing, the Trustee shall:

- (a) Allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains;
- (b) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize the premium or discount by making an appropriate charge or credit to income as the case may be; and,
- (c) Charge income from time to time with a reasonable reserve for
  - (i) Depreciation of all income-producing depreciable real or personal property and capital improvements and extraordinary repairs on income-producing property;
  - (ii) Depletion of all depletable natural resources;
  - (iii) All intangible property having a limited economic life.

### 4. Loans

#### (a) To Trust

The Trustee shall have the power, in the Trustee's discretion, to advance funds to any Trust herein created for any Trust purpose. These advances shall bear interest at current rates and be a first lien on principal and to be repaid out of principal as an expense of the Trust.

#### (b) To Beneficiaries

The Trustee may, at any time and upon successive occasions, loan sums to the Beneficiaries or any of them as the Trustee shall deem advisable and in the best interest of the Beneficiaries any loan or loans are to bear interest at the prevailing rate and to be unsecured or secured as the Trustee may, in the Trustee's discretion, direct. The Trustee shall have wide discretion in the making or the denial of any loans and the Trustee's judgment in the matter shall be conclusive and binding on any Beneficiary requesting a loan.

Notwithstanding the foregoing power to make loans, the lending authority as authorized herein shall not be available in those situations where it specifically violates the terms of the Trust or which in any way would diminish the value of any interest of any Beneficiary.

#### 5. Power to Engage Agents and Professional Services

The Trustee shall have the power and authority to employ and compensate from the Trust Estate any agents, assistants, accountants, attorneys, or any other kinds of professionals or experts that the Trustee may deem appropriate in the Trustee's sole discretion to protect, preserve and manage the Trust property.

#### 6. Right of Trustee to Petition Court

Notwithstanding any other provision of this Trust, the Trustee is specifically authorized in its sole discretion to file a Petition with a State of Indiana Probate Court for instructions and approval of any transaction concerning the Trust Estate, including, but not limited to, purchases, sales, accounting, distributions, tax questions, trust administration, or any other question, which in the sole discretion of the Trustee should be determined by the Court. The Trustee shall incur no expense in making a Petition to the Court provided the Petition is made in good faith.

#### 7. Trustee Authority Regarding Trust Divisions

The Trustee shall have authority upon making any divisions of the Trust Estate into separate shares for the purposes of distribution, allocation or any other purpose, to apportion and allocate the assets of the Trust Estate in cash or in kind. The Trustee shall have the authority to make distributions or allocations partly in cash and partly in kind, or in undivided interests, and in a manner as the Trustee in the Trustee's sole discretion deems advisable. The Trustee may sell the property as the Trustee deems necessary to make any division or distribution. In making any allocation and/or division or partial or final distribution of the Trust Estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same kind of assets to every Beneficiary(ies). The Trustee shall have the authority in the Trustee's discretion to make a non-pro rata division between Trust or Trust shares and non-pro rata distribution to the Beneficiary(ies). The respective share allocated to separate Trusts or

Trust shares distributed to the Beneficiary(ies) shall have reasonably equivalent or proportionate fair market value.

#### 8. Right to Receive Annuities and Pension Funds

All portions of the Trust Estate which were received from any annuity contract or qualified plan as described in Section 2039 of the Internal Revenue Code as modified by Congressional Legislation in 1986, and as amended, or any subsequent, or similar law, are to be managed and distributed to maximize all tax savings for the benefit of the Beneficiaries.

#### 9. Transactions Between Trusts

The Trustee may loan or advance money at the current interest rate, from any Trust hereunder, to any other Trust under this Trust Agreement. The Trustee may further sell and/or purchase assets between Trusts if, in the Trustee's sole discretion, the transactions shall be fair and equitable to the respective Beneficiaries of the those Trusts.

#### 10. Transactions with Probate Estate of Trustor

The Trustee shall have the authority as it deems proper in the best interest of the Probate Estate or this Trust and its Beneficiaries. The Trustee may with Trust funds purchase any securities or other property at a fair market value from the personal representative of the Probate Estate of the Trustor and retain the property as part of the Trust Estate. The Trustee shall further have authority to make secured or unsecured loans of Trust funds to the personal representative at the minimum interest rate permitted by any applicable state or federal law or regulation.

#### 11. Use of Home

On the death of the Trustor, in the discretion of the Trustee, the home (or any interest therein) used by the Trustor as a principal residence at the time of the death of the Trustor may be retained by the Trustee for use as a residence by any beneficiary. The provisions of this Paragraph shall apply, notwithstanding that an interest in the home may be held by a Trust for the benefit of a Beneficiary not residing in the home and notwithstanding the fact that a person having the residency is not a Beneficiary of a then existing Trust.

In the event that the Trust or Trusts created hereunder contain any real estate suitable for occupancy by any beneficiary, then during the term of such Trust, the Trustee may permit such occupancy or use without charge to such beneficiary in such manner as may from time to time in the opinion of the Trustee, best serves his or her needs without the necessity of turning said property into cash or gaining an income

therefrom. The Trustee may pay out of the income or principal of the Trust, the taxes, assessments, expenses of maintaining said property in suitable repair and condition, utilities, and premiums of insurance on said house, or such part thereof as the Trustee deems proper. Upon the sale of any such real estate, the proceeds shall be part of the principal of the Trust.

### C. Investment Powers

#### 1. General

The Trustee has the power to invest and reinvest principal and income, to purchase or acquire therewith every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, shares in one or more mutual funds, in any common trust funds administered by the Trustee, or any other common funds, corporate obligations of every kind, and stock, preferred or common, which persons of prudence, discretion, and intelligence acquire for their own account.

The Trustee is further authorized to buy, sell, and trade in securities of any nature, including short sales. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by it, with the brokers, as security for loans and advances made to the Trustee.

The Trustee is further authorized to receive any property, whether real, personal, or mixed, through any foreclosure sale, or at any Trustee's or pledgee's sale under a Deed of Trust, or under any judicial sale, in which property the Trustee may have an interest as a lien holder, or otherwise, and to hold and resale the property as the Trustee deems appropriate.

The enumeration of the authority granted to the Trustee shall not limit any general or implied powers existing under applicable Laws or by the intent of the Trustor as expressed in this Trust. The Trustee, subject to the discharge of all fiduciary obligations, is vested with all the rights, powers, and privileges which an absolute owner would have.

#### 2. Powers Regarding Real Estate

The Trustee shall have the power to sell, transfer, convey and/or assign any interest held by the Trust Estate in real estate. The transfer may be in fee simple or made in the form of a life estate or in any other form of interest deemed appropriate by the Trustee. However, any transfer shall be made in accordance with the terms and conditions of this Trust Agreement, and it must not violate the specific responsibility of the Trustee. The Trustee shall further have authority to purchase title insurance and to enter any type of escrow arrangement necessary in the purchase and sale of real estate.

The Trustee shall have authority to receive as an asset of this Trust Estate, any real estate as principal by purchase at a Trustees sale, or by deed-in-lieu of foreclosure, real property covered by any Mortgage, or Deed of Trust then in default. The property may be accepted in full satisfaction of the encumbrances thereon at the discretion of the Trustee.

### 3. Authority to Borrow and Repay Loans

The Trustee shall have the power to borrow money for any Trust purpose upon the terms and conditions as the Trustee may deem proper. The Trustee shall further have the authority to obligate the Trust Estate for repayment of any borrowed funds and to make repayments.

### 4. Authority to Encumber and Pledge Trust Property

The Trustee shall have authority to encumber the Trust Estate or any of its property by Mortgage, Deed of Trust, pledge, or otherwise including the use of the filing of a Form UCC-1 using the procedure(s) required by state law to consummate the transaction as the Trustee deems advisable and in the best interest of the Trust Estate.

### 5. Authority to Sign Debt and Security Documents

The Trustee shall also have authority to sign and deliver Promissory Notes or other evidence of the indebtedness of this Trust and to sign all necessary documents demonstrating security interest to any individual or institution in conjunction with the borrowing.

### 6. Powers Regarding Securities

The Trustee shall have all authority granted by state regarding the purchase and sale including, but not limited to the following:

- (a) The Trustee shall have authority to purchase or sell securities of any kind deemed appropriate by the Trustee for the benefit of the Trust Estate.
- (b) The Trustee shall further have all of the rights, powers, and privileges as if an owner, including the right to vote stock, give proxies and pay assessments.
- (c) The Trustee shall also have the right to pay other sums deemed by the Trustee to be necessary for the protection of the Trust Estate.
- (d) The Trustee shall have authority to participate in voting trusts, pooling



agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under terms as the Trustee may deem advisable.

- (e) The Trustee shall further have power to exercise or sell stock subscription or conversion rights.
- (f) The Trustee may open an account with a brokerage firm of the choosing of the Trustee in the Trustee's name, in its own name, in the name of its nominee, in behalf of the Trust for the purpose of purchasing and selling of any kind of securities and authorizing the accounts and/or the delivery of securities or money therefrom. The Trustee may hold securities in an unregistered condition such that ownership passes by delivery.
- (g) The Trustee may retain as an investment any securities or other property received through the exercise of any of the foregoing powers. The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this Paragraph.
- (h) To transfer into a separate trust any stock of a corporation that elects or has elected treatment as an "S Corporation" as defined by Section 1361(a)(1A) of the Internal Revenue Code, as amended from time to time. The Trustee may further divide the separate trust into shares for each beneficiary under this Trust and such shares may be distributed outright or held in trust as herein provided. In addition, all other provisions of this Trust will apply to each share held in a separate trust, except that the Trustee will distribute all income from each separate trust to its beneficiary in convenient installments at least annually. It is my intent that each separate trust will be recognized as a Qualified Subchapter S Trust ("QSST") under Section 1361(d)(2) of the Internal Revenue Code, as amended from time to time. Notwithstanding any provisions of this Trust to the contrary, the Trustee's powers and discretion with respect to administration of each separate trust (including accounting, bookkeeping, making distributions and characterizing receipts and expenses) will not be exercised or exercisable except in a manner consistent with allowing each separate trust to be treated as a QSST as described above.

The Trustee shall have authority to retain and hold all or any stocks, bonds, or securities of any kind or nature which are part of the Trust Estate, or the Trustee may sell and dispose of all or any part thereof.

#### 7. Powers to Invest in Special Funds

The Trustee shall have authority to invest through any financial institution in any special fund(s) sponsored by an institution or which is recommended by the institution and to grant any necessary authority, including a power of attorney, to the financial institution and/or brokerage firm involved in the special fund(s) to allow the Trustee to invest assets of the Trust Estate in special funds.

#### 8. Exercise Stock Options

The Trustee is authorized in the Trustee's sole discretion to exercise or decline to exercise any option to purchase stock under any stock option purchase plan(s) in which any Beneficiary is a participant or may hold the option rights to the extent that any option rights. The exercise of option may be made by the Trustee even though the stock involved is stock of a corporation which may be serving as corporate Trustee hereunder, regardless of the amount of the stock or the percentage of the Trust Estate which may be invested in the stock before or after any purchase under the option.

#### 9. Authority Regarding Life Insurance and Annuities and Casualty Insurance

The Trustee is authorized in the Trustee's discretion to maintain and/or purchase policies of life insurance and/or annuities on the life, or for the benefit of any Trust Beneficiary(ies) and to hold and pay for the same as an investment and asset of the Trust. The premiums shall be charged against income or principal, as the Trustee shall determine.

The Trustee shall have the following powers, duties, and discretions with respect to policies of life insurance held as part of the Trust Estate:

- (a) The Trustee may pay premiums, assessments, or other charges with respect to the policies, together with all other charges upon the policies or otherwise required to preserve them as binding contracts but shall be under no duty to do so;
- (b) In the event that the Trustee intends not to pay any premium, assessment, or other charge with respect to any policy held by it, or otherwise intends to cancel, convert, or substantially modify any policy, it shall first give the insured, or the Guardian of the estate of an incapacitated insured, at least fifteen (15) days' advance written notice of its intention to take action;
- (c) Any amounts received by the Trustee with respect to any policy as a dividend shall be treated as principal;
- (d) The Trustee shall accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under the arrangement;

- (e) The Trustee may compromise, arbitrate, or otherwise adjust claims on any policies and may, but shall not be required to, exercise any settlement options available under the policies. The receipt by the Trustee from the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds; and
- (f) The Trustee shall further have authority to purchase and carry insurance other than life insurance of the kind(s) and in and the amount(s) as the Trustee in its sole discretion considers advisable and, at the expense of the Trust Estate, to protect the assets of the Trust Estate and the Trustee personally against hazard.

#### D. Administrative Powers

##### 1. Distributions to or for a Minor or Incompetent

If at any time any Beneficiary entitled to receive income and/or principal hereunder shall be a minor or an incompetent or a person whom the Trustee deems to be unable to wisely or properly handle funds if paid to him or her directly, the Trustee may make any payments, in the Trustee's discretion, in any one or more, or any combination, of the following ways:

- (a) Directly to the Beneficiary, or
- (b) To the natural Guardian or the legally appointed Guardian, Conservator, or other fiduciary of the person or Estate of the Beneficiary, or
- (c) To any person or organization furnishing support for the Beneficiary, or
- (d) By the Trustee making expenditures directly for the support of a Beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied or obtain receipts from the payee. The decision of the Trustee as to direct payments or application of funds in the manner herein prescribed shall be conclusive and binding upon all parties when made in good faith. The Trustee is to make all disbursements in a way calculated to dispense with the necessity of guardianship proceedings.

The Trustee may, in its sole and absolute discretion, require reports and take all steps as it may deem requisite to assure and enforce the due application of money for the purposes aforesaid.

During any disability of a beneficiary, or whenever, in the opinion of the Trustee,

the beneficiary, by reason of illness or mental or physical disability, shall be unable to use or to disburse any payment wisely, the payments, income and principal for his benefit may be made to the adult or the institution having responsibility for his care and custody, and the receipts of such payee shall discharge the Trustee for such payments. If the Trustee shall at any time be of the opinion that any payments being so made are not being used for the benefit of a beneficiary then the Trustee may discontinue future payments for the use and benefit of a beneficiary in such manner as the Trustee deems will best serve the beneficiary's interests.

## 2. Powers Regarding Taxes and Estate Expenses

Upon the death of the Trustor or Beneficiary, the Trustee shall have the authority and discretion to pay:

- (a) any estate, inheritance, succession or other death taxes, duties, charges, or assessments, together with interest, penalties, costs; and
- (b) Trustee's compensations and attorney's fees which shall become due by reason of the Trust Estate or any interest therein being includable in the Estate of a Trustor or Beneficiary.

The Trustee is authorized to purchase United States Treasury Bonds for redemption at par in payment of federal estate tax, and to borrow money for that purpose. The Trustee is requested to exercise this authority, in particular, at any time when it appears that the Trustor is seriously ill, whether or not the Trustor is competent at that time. Notwithstanding any other provision of this Agreement, the Trustee must use any United States Treasury Bonds it has in its possession that would be eligible for redemption at par to pay federal estate tax due on the Trustor's estate to the extent eligible under the Internal Revenue Code and to the extent required under the terms of this Agreement.

The taxes and expenses may be paid from the Trust Estate by the Trustee in its absolute and unfettered discretion unless other adequate provision shall have been made. Any payments shall be charged to income or principal of the Trust Estate, as the Trustee shall determine. The Trustee may make the payments directly or to the Executor or other fiduciary of the Trustor or Beneficiary(ies) and may rely upon the written statement of the fiduciary as to the amount and propriety of the taxes, interest, penalties, and other costs. The decision of the Trustee as to any payments shall be conclusive and binding upon all parties having an interest in this Trust Estate.

In the administration of each Trust hereunder, the Trustee may exercise all tax related elections, options, and choices in such manner in its absolute discretion deems appropriate. Without limitation on the generality of the foregoing direction (which shall to that extent supersede the usual fiduciary duty of impartiality), such Trustee shall not

be accountable to any person interested in any Trust or in Trustor's estate for the manner in which he or she shall carry out any objective to minimize overall taxes and expenses (including any decision made not to incur the expense of detailed analysis of alternative choices) and, even though the decision in this regard may result in increased tax or decreased distribution to a Trust, to the estate, or to one or more beneficiaries, there shall in no event be any compensation readjustments or reimbursements between any of the Trusts hereunder or any of the Trust or estate accounts or beneficiaries by reason of the manner in which the Trustee acts to minimize taxes.

### 3. Adjustment for Tax Consequences

The Trustee shall have the power, in the Trustee's absolute discretion:

- (a) to take any action and to make any election to minimize the tax liabilities of this Trust and its Beneficiaries and to allocate the benefits among the various Beneficiaries; and
- (b) to make adjustments in the rights of any Beneficiaries or between the income and principal accounts, to compensate for the consequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one Beneficiary or group of Beneficiaries over others.

### 4. Payment of Trust Expenses

The Trustee shall have the authority to pay all costs, charges, and expenses of the Trust Estate together with reasonable compensation for the Trustee's services hereunder, including services in whole or partial distribution of the Trust Estate. The Trustee may reimburse itself from principal or accumulated income for any loss or expense incurred by reason of the Trustee's ownership or holding of any property for this Trust.

### 5. Budget Income and Expenses

The Trustee shall have the power to budget the estimated annual income and expenses of the Trust or Trust share in the manner as to equalize as far as possible periodic income payments to Beneficiaries.

### 6. Commence or Defend Litigation

The Trustee may commence or defend any litigation with respect to the Trust or any property of the Trust as the Trustee may deem advisable at the expense of the Trust. Should any Trustee be accused of a breach of trust or otherwise involved in litigation, the Trustee shall be entitled to pay ongoing fees, legal fees, expenses, and all other costs

notwithstanding the possibility that the Trustee at the conclusion of any litigation could be surcharged or held personally responsible for these amounts.

#### 7. Compromise Claims

The Trustee may compromise or otherwise adjust any claims or litigation against or in favor of the Trust, in its sole and unfettered discretion.

#### 8. Notification of Trustee

Until the Trustee shall receive written notice of any birth, marriage, death, or other event upon which the right to payment from this Trust may depend, the Trustee shall incur no liability for disbursements of distributions made or omitted in good faith.

#### 9. Interest

The Trustee shall not pay interest on any distributions required to be made in the Trust agreement.

#### 10. Disbursement for Funeral and Last Illness

The Trustee may pay for the last illness, funeral and burial expenses of the Trustor or any other Beneficiary of this Trust unless adequate provision shall have been made therefore through his or her Probate Estate or otherwise.

### E. Actions Taken in Good Faith by Trustee and Specific Limitations

#### 1. Actions in Good Faith

To the extent that any action is taken by the Trustee, the Trustee shall be held harmless for any liability; provided,

- (a) that the action was taken after appropriate due diligence in obtaining necessary facts and information prior to making the decision; and
- (b) provided further, that the information given to the Trustee upon which decisions are made and actions have been taken are from sources which could be relied upon in the normal course of business.

#### 2. Intent of Trustor

It is the intent of the Trustor that the Trustee may act freely under all and any of the powers and authority granted in this Trust Agreement as to all matters concerning the Trust Estate after forming a reasonable judgment based upon all of the circumstances of any particular situation as to the wisest and best course to pursue in

the interest of the Trust and the Beneficiary(ies).

### 3. Conflicts of Interest

The Trustee shall exercise its powers at all times in its fiduciary capacity in the interest of the Beneficiary(ies) hereunder. If there is an inherent conflict of interest by virtue of an act(s), the Trustee shall make full disclosure to the appropriate parties in interest on a timely basis.

### 4. Disclosure of All Fees

The Trustee shall disclose to the income beneficiaries any fees and expenses as part of its accountings. All fees and expenses are presumed reasonable if they do not exceed that charged or which would have been incurred by any corporate fiduciary doing business in Indianapolis, Indiana.

## IX. GENERAL PROVISIONS

The administration of any Trust provided for herein shall be subject to the following general provisions.

### A. Definitions

For purposes of definition, the word "husband" shall refer to \_\_. The word "wife" shall refer to \_\_. The word "child" or "children" shall mean \_\_\_\_. The words "children" and "issue" when used herein shall include legally adopted children, and the lawful issue of legally adopted children. The word "living" shall include unborn persons in the period of gestation.

The term "support" as used herein shall include proper support, maintenance, medical care, and education, including private grade, secondary or high schools, private or public institutions of higher learning at both undergraduate and graduate levels, professional education, vocational, and trade schools depending upon the abilities and ambitions of the respective Beneficiary. In making distributions for health, education and support, this includes the Trustee making allowances for any cultural activities, including but not limited to lessons for sports, music, flying, fine arts, or any other activity for which a beneficiary shows a particular interest, expenses for professional advancement, including computer hardware, software, and other technology, and expenses for educational travel abroad. Support shall also include paying any beneficiary an income of \$1,000 per week if he or she has no other income because of full time missionary service outside of the United States sponsored by a Christian Church.

The terms "corpus" and "principal" as used throughout this Trust Agreement are

intended to be treated as having the same definition.

#### B. Annual Accounting

The Trustee shall render an annual accounting to the income Beneficiary(ies). Any Beneficiary or Beneficiaries may waive the accounting for any year or years. Where the Trustee and the income Beneficiary(ies) are the same, no accounting shall be required.

Accountings shall be made by delivering a written accounting to each Beneficiary entitled to current income distribution, or if there are no current income Beneficiaries, to each Beneficiary entitled to distribution from income, or if none, to each remainder beneficiary. If any person entitled to receive an accounting is a minor or is disabled, the accounting shall be delivered to the parents, natural guardian, or the guardian of his or her estate.

#### C. Limitations Period

The Trustee is not liable for any breaches of trust, if any, should any lawsuit, petition or complaint not be filed within one (1) year any alleged breach was or could have been discoverable.

#### D. Spendthrift Provision

Neither the income nor the principal of any Trust established herein shall be subject to anticipation, pledge, assignment, nor shall any beneficiary have power to charge or encumber any, nor shall any such interest be in any manner liable for, or subject to the debts, contracts, liabilities, engagements, torts or obligations of any beneficiary or claims against any beneficiary. If the creditor of any Beneficiary who is entitled to any distributions from a Trust established under this instrument attempts by any means to subject to the satisfaction of his or her claim that Beneficiary's interest in any distribution, then, notwithstanding any other provision in this instrument, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such Beneficiary shall be suspended. Suspended or undistributed income shall be added to the principal.

#### E. Partial Invalidity

If any provision of this instrument is void, invalid, or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect. If any Trust herein established exceeds the longest permissible period, it shall persist in its period for the longest period permissible, then terminate.

#### F. Headings



The headings in this instrument are for convenience only and are not part of the text.

#### G. Situs of Trust

The situs of the Trust Estate shall be Indiana. The situs of the Trust Estate may be transferred from Indiana to such other jurisdiction where the majority of the income Beneficiaries may designate. However, the trust created by this Agreement has been accepted by the Trustee in the State of Indiana, for all intents and purposes will be considered administered by the Trustee in Indiana, and the administration, interpretation, construction, and all rights under this Agreement (including but not limited to accountings and obligations of a Trustee) are to be governed by the laws of the State of Indiana.

#### H. Counterparts

This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument. Copies and facsimiles shall constitute original documents.

#### I. Application to Probate Court

If any disputes arise as to interpretation of this Agreement, or there is need to obtain Court approval of any accounting or any interpretation in regard to this Agreement, the Trustor directs the Trustee to make application to a State of Indiana Probate Court. It is the intent of the Trustor that the Probate Court shall not assume continuing jurisdiction, although the Trustee and all beneficiaries by accepting any duty or benefit hereunder consent to proper and sole venue in a court having probate jurisdiction in the State of Indiana.

#### J. Number and Gender

As used in this Trust Agreement, the masculine, feminine, and neuter gender, and the singular and plural number shall each be deemed to include the others when the context so indicates.

#### K. Trust Shares or Subshares

For purposes of simplicity, the Trustor has used in this Trust Agreement the terms "share" and "subshare". The Trustor intends, however, that each share or subshare shall be a separate Trust.

CERTIFICATION

WE, AND EACH OF US, HEREBY CERTIFY THAT:

1. We have read the foregoing Declaration of Trust;
2. The foregoing Declaration of Trust correctly states the terms and conditions under which the Trust Estate is to be held, managed, administered and disposed of by the Trustee,
3. We approve such Declaration of Trust in all particulars;
4. As the Trustees named in such Declaration of Trust, We approve and accept the Trusts provided for in such Declaration;

IN WITNESS WHEREOF, the provisions of this Agreement shall bind \_\_ as Trustor, and \_\_\_ as Trustee, Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust, as well as their agents, attorneys, executors, administrators, heirs, trustees, successors and assigns.

DATE: \_\_\_\_\_

\_\_\_\_\_  
**Trustor**

\_\_\_\_\_  
**Trustor**

DATE: \_\_\_\_\_

\_\_\_\_\_  
**Trustee**

\_\_\_\_\_  
**Trustee**

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, appeared \_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed this Trust Agreement.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_, Indiana  
My commission expires \_\_\_\_\_

We, the undersigned, certify that \_\_ executed the foregoing instrument, on the date and year indicated, in our sight and presence, declaring the same to be their Trust, and requesting us to sign our names thereon as attesting witnesses thereto, which we now do, in their sight and presence, and in the sight and presence of each other, believing said Trustor, Trustee, Testator and Testatrix to be over the age of eighteen (18) years and of sound and disposing mind and memory, under no coercion, compulsion or restraint, competent to devise his or her property, make gifts, and transact ordinary business.

WITNESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

WITNESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

ACKNOWLEDGMENT AND VERIFICATION OF TRUST

UNDER THE PENALTIES FOR PERJURY, we, the undersigned Trustor, Trustee, Testator, and Testatrix and the undersigned witnesses, respectively, whose names are signed to the attached or foregoing instrument declare:

- (1) That they executed the instrument as their Trust;
- (2) That, in the presence of the witnesses, they signed or acknowledged their signature already made;
- (3) That they executed the Trust as their free and voluntary act for the purposes expressed in it;
- (4) That each of the witnesses, in the presence of them and of each other, signed the Trust as witnesses;
- (5) That they were each of sound mind, under no coercion, compulsion or restraint, competent to devise his or her property, make gifts, and transact ordinary business; and
- (6) That they were at the time eighteen (18) or more years of age.

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS