

TRUST AGREEMENT

which the right to payments may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event.

**9.10 RESIGNATION OF TRUSTEE.** During the Grantor's lifetime, any Trustee may resign by giving ten (10) days written notice to the Grantor. After the Grantor's death any Trustee may resign in favor of a successor corporate Trustee by giving ten (10) days written notice to each income beneficiary not under legal disability. If there is no such beneficiary, then written notice of resignation shall be given to the legal guardian, if any, otherwise to a parent of each income beneficiary under legal disability; and, if such Trustee shall have been appointed by a Trustee, then also to the appointing Trustee. For the purpose of this Indenture, the term "income beneficiary" shall mean a person then entitled to income from the Trust Estate whether in the discretion of the Trustee or otherwise. Each successor Trustee appointed hereunder must be a banking or trust company/association situated in the continental United States of America and have capital of not less than five million dollars.

**9.11 TRANSFER OF TRUST ESTATE TO SUCCESSOR TRUSTEE.** The title to the Trust Estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof; but any resigning or removed Trustee shall execute all instruments and do all acts necessary to vest such title in any successor Trustee of record without court accounting. A successor Trustee shall have no duty to examine the accounts, records and acts of the previous Trustee or Trustees, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee.

**9.12 POWERS OF SUCCESSOR TRUSTEE.** Each successor Trustee hereunder shall have, exercise and enjoy all of the rights, privileges and powers, both discretionary and ministerial, granted to the original Trustee and shall incur all of the duties and obligations imposed upon the said original Trustee; provided, however, that if appointed by the original Trustee, such successor Trustee shall have no power to appoint a successor.

**9.13 MERGING WITH OTHER TRUSTS.** If at any time the Trustee under this agreement is holding any trust for the primary benefit of any person or persons, for whose primary benefit the Trustee is also holding any other trust upon substantially the same terms and conditions, created by the Grantor under this Indenture or any other instrument or by any member of the Grantor's family, the Trustee is expressly authorized and empowered, in its discretion to transfer, merge and commingle all the assets under the above instruments and hold them as a single trust. The Trustee is further expressly authorized and empowered to accept, add to, retain and administer as a part of the Trust Estate created hereunder, under the terms and conditions set forth herein all the assets transferred from any other trust created by the Grantor under this or any other instrument, or by any member of the Grantor's family, pursuant to the power and authority given the Trustee of such other trust by such other trust instrument.

## ARTICLE TEN

## COMPENSATION OF TRUSTEE

The Trustee shall receive as compensation for his services rendered

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