

**INCORPORATION LANGUAGE
FOR STANDARD TRUST PROVISIONS**

To be included in the body of the Trust document

Notwithstanding any provision to the contrary within this trust instrument, the terms and provisions of the Hightower Trust Company Standard Trust Provisions, attached hereto as Schedule “___” and incorporated herein by reference, shall apply with respect to each and every trust created under this instrument for which Hightower Trust Company is serving as a trustee. The terms and provisions of such Schedule “___” shall be in addition to all other powers granted by law or provided for in the trust instrument. To the extent there are any inconsistencies or conflicts between the terms and provisions of this trust instrument and Schedule “___,” the terms and provisions provided in Schedule “___” shall control with respect to any trust for which Hightower Trust Company is serving as a trustee.

**SCHEDULE ___
HIGHTOWER TRUST COMPANY
STANDARD TRUST PROVISIONS¹**

To be appended to the Trust document

For purposes of the Hightower Trust Company Standard Trust Provisions, as set forth below, the terms “Trust” and “Trust Agreement” shall refer to the _____ Trust and to any trust created thereunder, and the term “Affiliate” shall refer to any corporation, partnership, limited liability company, or other entity that is a subsidiary or affiliate of Hightower Trust Company and/or any individual who is a partner, director, member, manager, officer, or employee of any such subsidiary or affiliate of Hightower Trust Company.

I. SITUS

The situs of the Trust shall be Delaware. The trustee shall have the power to remove all or part of the trust property to another situs or to change the situs of administration of the Trust from one jurisdiction to another and may elect, by a separate written instrument filed with the trust records, that the laws of Delaware or the laws of such other jurisdiction shall thereafter govern the administration of the Trust. However, the trustee may not make such election, as described in the previous sentence, if such election would materially alter any beneficial interest under the Trust.

II. GOVERNING LAW AND SELECTION OF FORUM

The Trust Agreement shall be construed under, and all matters pertaining to the validity and construction of the Trust Agreement shall be governed by _____ [Insert State Name] law. The administration of the trust(s) created by the Trust Agreement shall be governed by Delaware law. Any action or proceeding relating to the Trust shall be brought and enforced in the Court of Chancery of the State of Delaware.

¹ The provisions contained herein are not intended to be and do not constitute legal advice. These provisions are prepared solely for use by licensed members of the bar.

III. COMPENSATION

Notwithstanding any other provision in the Trust Agreement or otherwise applicable law or in equity, Hightower Trust Company shall be entitled, without notice to or consent by any beneficiary or court and without any disclosure otherwise required under applicable law, to receive fees or compensation for its services with respect to the Trust in accordance with its schedule of rates in effect at the time the services are rendered.

IV. OTHER SERVICES OR PRODUCTS BY TRUSTEE OR AFFILIATE

Hightower Trust Company, in carrying out its responsibilities under this Trust Agreement, may, without notice to or consent by any beneficiary or court, utilize its own services or products, or those of an Affiliate, including, without limitation, investment management services, asset custodial services, trust administration or accounting services and broker-dealer services.

V. DELEGATION

Hightower Trust Company may delegate, by written instrument, some or all of its authority under the Trust Agreement (including, without limitation, its custodial responsibility of all or any portion of the Trust assets and any authority granted under the Hightower Trust Company Standard Trust Provisions) (i) to an Affiliate, or (ii) to a third party, as Hightower Trust Company may determine at its sole and exclusive discretion. Such person, persons or entities to whom such delegation is made may, acting alone, exercise the authority of Hightower Trust Company as so delegated. Hightower Trust Company shall have a duty and a right to monitor the conduct and activities of any person, persons, or entities to which Hightower Trust Company delegates authority under the Trust Agreement, including the exclusive right to monitor the conduct and activities of any person, persons, or entities (including advisors) that may also be serving as a co-trustee with Hightower Trust Company. Hightower Trust Company may also revoke any such delegation, by written instrument, at any time, including any authority delegated to a co-trustee or other advisor.

VI. CUSTODY OF TRUST ASSETS

Hightower Trust Company may serve as custodian of the Trust's assets, or it may designate an Affiliate or a third party to serve as custodian of the Trust's assets. During any such time that a custodian other than Hightower Trust Company is serving hereunder, Hightower Trust Company shall have no responsibility with respect to the custody of the trust assets held by the custodian and shall not be held liable for any act or omission of the custodian relating to the custody of such assets; provided, however, that Hightower Trust Company shall have a duty to monitor the conduct and activities of any such custodian. Hightower Trust Company, its Affiliates and any third party designated as custodian may, in their sole discretion, decline to accept any assets that do not meet such custodian's asset acceptance standards, as modified from time to time.

VII. RESIGNATION OF TRUSTEE AND APPOINTMENT OF SUCCESSOR

- a. Any trustee may resign by a written instrument delivered to the grantor(s) of the Trust or, after the death or incapacity of the grantor(s), to each adult beneficiary then eligible to receive current distributions (whether discretionary or mandatory) from the Trust, such resignation to be effective upon the date specified in the written instrument of resignation. If there are no adult beneficiaries then eligible to receive current distributions (whether discretionary or mandatory) from the Trust, the instrument of resignation shall be delivered to the parent or legal guardian of each minor beneficiary then eligible to receive current distributions (whether discretionary or mandatory) from the Trust.
- b. If, upon the resignation of a trustee, no successor trustee designated by the Trust Agreement qualifies to act, a majority in number of the adult beneficiaries then eligible to receive current distributions (whether discretionary or mandatory) from the Trust or, if none, a majority in number of the minor beneficiaries (each such beneficiary acting through his parent or legal guardian) then eligible to receive current distributions (whether discretionary or mandatory) from the Trust, may appoint a successor trustee (other than a grantor of the Trust).
- c. If no successor trustee has qualified within 30 days after the resignation of the trustee, the resigned trustee may appoint such a successor, or may bring an appropriate action in court for the appointment of such a successor.

The costs and expenses of any such action, including, but not limited to, the compensation and expenses of attorneys and guardians, shall be paid from principal or income, or both, of the Trust, as the trustee in its sole discretion shall determine.

VIII. MERGER OF CORPORATE TRUSTEE

- a. Notwithstanding any provision contained in the Trust Agreement, any corporation or association (i) into which Hightower Trust Company may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation or reorganization to which Hightower Trust Company may be a party, or (iii) to which all or any part of Hightower Trust Company's fiduciary business may be transferred, will have and succeed to all rights, powers, and obligations of the trustee under this Trust Agreement, without the necessity of executing any instrument or performing any further act, and all references to "Hightower Trust Company" in these standard trust provisions shall refer to such corporation or association without necessity of modifying or amending these standard trust provisions.
- b. Furthermore, and notwithstanding any other provision contained in the Trust Agreement, for its administrative convenience, Hightower Trust Company may appoint an affiliated corporation or successor of an affiliated corporation as successor trustee. Hightower Trust Company shall effect any such appointment of an affiliated corporation or successor of an affiliated corporation with a written instrument delivered to the party or parties who would receive notice of the trustee's resignation.

IX. TRUST ACCOUNTING

- a. The trustee shall not be required to render annual or other periodic accounts to any court, whether or not the rendering of such accounts is addressed by statute. The trustee will have the right, at the expense of the Trust (i) to prepare an accounting in accordance with applicable state laws and court requirements, (ii) to apply at any time to a court of competent jurisdiction for judicial settlement of any account of the trustee, whether or not previously settled as herein provided, or (iii) to apply at any time to a court of competent jurisdiction for the determination of any question of construction or for instructions.
- b. Within 90 days of the removal or resignation of a trustee, or otherwise no less frequently than annually, the trustee shall provide the trust's beneficiaries entitled to an accounting pursuant to Delaware law, or their designated representatives, with a written account of the trust's transactions for the immediately preceding reporting period. Except as may otherwise be prohibited under applicable state law, unless within 60 days after the mailing of a written account a beneficiary asserts an objection to a transaction disclosed in such account, the account shall be deemed to be as conclusive and fully binding, and the trustee rendering such account shall be fully relieved and discharged in all respects, as if the account had been approved in a judicial proceeding in which all persons interested in the trust had appeared, either individually or by a representative under the applicable state law. All costs and expenses of any such accounting shall be paid by the trustee from principal or income, or both, of the trust as the trustee in its sole and absolute discretion determines.

X. TRUSTEE LIABILITY AND INDEMNIFICATION PROVISIONS

- a. Hightower Trust Company, when acting as a trustee, shall be presumed to have acted within the scope of its authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all persons unless it be affirmatively shown that Hightower Trust Company acted in a manner that constitutes wilful misconduct, as defined under applicable state law. Except as otherwise provided herein, Hightower Trust Company shall be personally liable only for its own wilful misconduct. Hightower Trust Company shall not be liable for making any delegation with reasonable care. Hightower Trust Company shall have no duty to offer to the trust any business opportunities that become available to it, individually or in any other capacity. Hightower Trust Company shall not be liable for its reliance on (i) any apparently valid documents and certifications including, but not limited to, tax reports and other tax information provided to Hightower Trust Company by any entity in which the Trust holds an ownership interest; (ii) the opinions of counsel or any accountant or advisor to any trust; and (iii) any valuation of trust assets (including any supporting documentation with respect thereto) provided by any

third party or other advisor, including the Investment Advisor, if one is then appointed.

- b. Hightower Trust Company, or any officer, affiliate, director, employee, or agent of Hightower Trust Company (each referred to as an "Indemnified Person") shall be entitled to indemnification from the Trust, to the fullest extent permitted by law, from and against any and all losses, claims, taxes, damages, reasonable expenses, and liabilities of any kind and nature whatsoever (collectively, "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted against such Indemnified Persons with respect to the creation, operation or termination of the Trust, the execution, delivery or performance of the Trust Agreement or the transactions contemplated hereby, except for those Expenses that result from the wilful misconduct of such Indemnified Person.

XI. TRUSTEE POWERS

- a. To carry out the purposes of the Trust, the trustee shall be vested with the powers enumerated at 12 Del. C. §§ 3324 to 3325, which are expressly incorporated herein by reference as though fully set forth at length. The incorporation of these powers shall not limit the general or implied powers of the trustee. The trustee shall have such additional powers that are now or may hereafter be conferred on the trustee by law or that may enable the trustee to administer this Trust and the respective trusts and shares created thereunder, subject only to limitations expressly provided herein. In addition, the trustee shall have the power to use trust assets to employ and compensate, out of income or principal or both and in such proportion as the trustee deems advisable, persons whom the trustee considers and deems advisable or necessary including, but not limited to, accountants, agents, experts, tax preparers, custodians, bookkeepers, legal counsel, and other vendors or advisors that assist in the management of assets (e.g., real property management, life insurance advisors, valuation services, etc.).
- b. Hightower Trust Company shall have the sole power to exercise any trustee powers (that it has not otherwise delegated) that relate to the financial management, retention, disposition, investment, and reinvestment of trust assets, and to the other administrative duties of the trustee, even if a co-trustee or co-trustees are then serving with Hightower Trust Company, but subject to any powers granted to the Investment Advisor as set forth in the Investment Advisor Provisions below. Hightower Trust Company shall also have the exclusive right to monitor the conduct and activities of any advisor and shall have the exclusive right to remove any such advisor from his, her or its role as advisor, even if such advisor is then serving as a co-trustee and objects to such removal in its capacity as a co-trustee. The rights and powers of Hightower Trust Company under this paragraph shall include, without limitation, the sole authority to hire investment advisors, investment counsel, custodians, or other similar advisors, and the sole authority to open bank accounts and to sign checks. Notwithstanding the foregoing under this paragraph, if a co-trustee or co-trustees are then serving with Hightower Trust Company, such co-trustee or co-trustees may participate in discretionary distribution decisions. With respect to such discretionary distribution decisions, if two trustees are then serving, they must act unanimously, but if more than two trustees are then serving, they must act by majority. If no trustee other than Hightower Trust Company is then serving, or such other trustee(s) decline or fail to act, then Hightower Trust Company shall have the sole power to make any discretionary distribution decisions.

XII. GENERAL INVESTMENT POWERS

- a. In the investment of trust assets, Hightower Trust Company may utilize the services of an Affiliate or an investment product offered by Hightower Trust Company or an Affiliate. Hightower Trust Company shall select any such services and products in a prudent manner in accordance with its fiduciary obligations under applicable law and this Trust Agreement, provided, however, that notwithstanding any duty otherwise existing hereunder or at law or in equity, in using any such investment product or services, Hightower Trust Company may disregard any duty of impartiality, duty of loyalty or rule against self-dealing.
- b. When Hightower Trust Company succeeds to an existing trust portfolio it shall have the power to accept and retain such assets that Hightower Trust Company, in its sole and absolute discretion, considers as not being traditional for trusts, including, without limitation, assets that would be forbidden or would be regarded as imprudent or improper under any applicable jurisdiction's "prudent person" or "prudent investor" rule, any rule or law concerning the duty of loyalty, any rule or law limiting, prescribing, or voiding or making voidable any interested party or self-dealing transaction or any other rule or law which restricts a fiduciary's capacity to invest.

XIII. UNIFORM PRINCIPAL & INCOME ACT

The Delaware Uniform Principal and Income Act, as such Act may be amended from time to time, shall be applicable to this Trust, except as may be otherwise specifically set forth in this Trust Agreement.

XIV. NONJUDICIAL SETTLEMENT AGREEMENTS

The trustee is authorized, without court approval and in accordance with applicable law, to enter into binding agreements with the Trust's beneficiaries and co-trustees (if any) with respect to any matter involving the administration of the Trust, provided that any such agreement does not frustrate a material purpose of the Trust.

XV. TERMINATION OF SMALL TRUSTS

The trustee, in its discretion, may terminate and distribute the assets of any trust created under the Trust Agreement if the trustee, in its sole and exclusive discretion, determines that the costs of continuing such trust will substantially impair accomplishment of the Trust's purposes. Following such termination, the trustee shall distribute the principal to the appropriate beneficiary or beneficiaries of the Trust or to the committee, conservator, natural or legal guardian, or other person responsible for such beneficiaries.

XVI. INVESTMENT ADVISOR PROVISIONS

- a. Notwithstanding any provision of the Trust Agreement to the contrary or of otherwise applicable law or in equity, the investment powers granted to the trustee under the Trust Agreement relating to (i) buying, selling, leasing, exchanging, mortgaging, or pledging property held in any trust hereunder, (ii) participation in incorporations, reorganizations, consolidations, liquidations or mergers, and voting, and (iii) exercising the rights of an equity holder, member, manager or partner of any entity owned or managed (in whole or in part) (collectively, the "Investment Powers") by any trust hereunder, may be exercised, with respect to such trust, either by the Investment Advisor of such trust directly, or by the trustee of such trust but only upon receiving the written direction of the Investment Advisor of such trust. Any such exercise of power by the Investment Advisor shall not require any consultation with or action on the part of the trustee; provided, however, that, without limiting the application of 12 Del. C. § 3313, the Investment Advisor shall promptly notify the trustee of any such actions taken by it directly. To the extent that the Investment Advisor delivers written direction to the trustee to instruct or authorize any other person to act directly with respect to trust assets upon the written direction of the Investment Advisor or any other person other than the trustee, the trustee shall not be liable for any such direction or for the actions taken pursuant to any such direction.
- b. With respect to trust assets over which the Investment Advisor has investment responsibility and in addition to the Investment Advisor's duties herein, the Investment Advisor shall have the duty to (i) provide in writing to the trustee (or an appointed trustee) the value of the trust assets prior to the appointed trustee's acceptance of its appointment to serve, at least annually and at any time such Investment Advisor receives a written request from the trustee, (ii) provide such other information as the trustee (or an appointed trustee) shall, in its discretion, deem sufficient and necessary to understand the nature of the asset and its value, and to assess the risks associated with holding such asset, both prior to the appointed trustee's acceptance of its appointment to serve and prior to the acquisition of any additional assets while the trustee is serving, (iii) manage or participate in the management of any entity owned or managed (in whole or in part) by the Trust, to the extent such entity's governing instruments or applicable law require the Trust to manage the same, (iv) direct the trustee with respect to making any representation, warranty or covenant required to be made in order to make and/or maintain any investment, and (v) direct and instruct the trustee on future actions, if any, to be taken with respect to such representations, warranties and covenants or the management of or investment in such entity.
- c. Notwithstanding any other provision of the Trust Agreement, the Investment Advisor may direct the trustee as to the selection of one or more of the broker/dealers or other agents or parties for the purpose of processing trades or other transactions involving trust assets or custody or other services in connection with the administration of the Trust; provided, however, that with respect to custody of trust assets, the Investment Advisor shall select

one or more custodians or brokers from among custody services providers reasonably acceptable to Hightower Trust Company (collectively, "Trust Custodian") and will maintain custody of trust assets with the designated Trust Custodian. Such direction shall be made by a writing signed by the Investment Advisor and delivered to the trustee, which writing shall be in a form acceptable to the trustee. By providing such direction, the Investment Advisor also authorizes the trustee (i) to provide statements and personal and other information to such broker/dealer, Trust Custodian, agent or other party as the trustee in its sole discretion deems appropriate, and (ii) to receive information from such broker/dealer, Trust Custodian, agent or other party and to rely solely on the accuracy and completeness of the information received without the need for independent verification. The trustee shall not be responsible for overseeing or reviewing the actions of any such broker/dealer, Trust Custodian, agent or other party, and such responsibility shall reside solely with the Investment Advisor.

- d. Initially the position of Investment Advisor shall be held by _____ so long as [he/she/it] is willing and able to act.
- e. The Investment Advisor shall be entitled to resign at any time by delivery of a separate writing to the then-acting trustee as well as to at least one grantor (if there is more than one grantor or to the sole grantor if there is only one), or upon the grantor's death or incapacity (or if there is more than one grantor, then upon the death or incapacity of both of them), to those adult persons over the age of eighteen (18) then eligible to receive current distributions (whether discretionary or mandatory) from the Trust, or if none, to the parent or legal guardian of each minor beneficiary then eligible to receive current distributions (whether discretionary or mandatory) from the Trust. In the event any trustee of the Trust, or any Affiliate thereof, receives notice from a regulatory agency or becomes aware that an individual or entity serving as the Investment Advisor of the Trust is restricted or prohibited from trading and/or exercising investment discretion over assets listed and traded on a nationally-recognized stock exchange, or otherwise is restricted or prohibited from exercising the functions of Investment Advisor hereunder by applicable law, regulatory action, court order or by internal policy of the trustee or its affiliates, upon written notice of the trustee such Investment Advisor shall be deemed to be disqualified from acting as Investment Advisor as of the effective time set forth in said notice and a successor Investment Advisor shall be appointed to act with respect to the applicable trust assets by such persons entitled to appoint an Investment Advisor in the event of a vacancy.
- f. If, upon the resignation or unwillingness or inability to serve or disqualification of the Investment Advisor no successor Investment Advisor qualifies to act (such qualification being determined by Hightower Trust Company), a majority of those adult persons over the age of eighteen (18) then eligible to receive current distributions (whether discretionary or mandatory) from the Trust, or if none, then a majority of the parents or legal guardians of all minor beneficiaries then eligible to receive current distributions (whether discretionary or mandatory) from the Trust, shall have the right to appoint any person or persons (whether individual, corporate or other entity) in whatever number shall be determined to be appropriate, to serve as successor Investment Advisor, and shall provide notice to the trustee. A successor Investment Advisor may accept such appointment by a signed writing delivered to the trustee.
- g. If at any time during the continuance of the Trust (i) a successor Investment Advisor fails to be appointed or fails to accept its appointment in writing within 30 days after the resignation, removal, disqualification or unwillingness to serve of the Investment Advisor, (ii) there shall be no Investment Advisor of the Trust, or (iii) if the Investment Advisor of the Trust shall fail to communicate in writing to the trustee his, her or its direction as to the exercise of its Investment Powers, within twenty (20) days after the trustees shall have sent to such Investment Advisor, by certified mail (or by any other means for which the sender shall have evidence of receipt by the addressee), at its last known address, a written request for such direction (notwithstanding that the trustees shall be under no obligation to request any such direction), then Hightower Trust Company shall, at its sole option: (i) exercise all powers that would otherwise be held by an Investment Advisor or subject to an Investment Advisor's direction, or (ii) petition the court currently having jurisdiction over the Trust for an order that accepts the resignation of Hightower Trust Company and appoints a successor thereto. Any and all costs incurred by Hightower Trust Company related to such proceeding, including but not limited to attorney's fees and court costs, shall be considered an expense of the Trust. During such time as there is no Investment Advisor serving, the trustee shall have no responsibility or duty to exercise any investment power and shall not be held liable for any act or

omission relating to the exercise or non-exercise of any Investment Powers.

- h. Whenever, pursuant to the terms of the Trust Agreement, a trustee acts or fails to act at the direction of any person authorized by the terms of the Trust Agreement to direct the trustee in the exercise of the trustee's powers as to any particular matter, then notwithstanding any other provision of the Trust Agreement or otherwise existing provision of law or in equity, (i) as provided in 12 Del. C. § 3313, the trustee shall not be liable for any loss resulting from such acts except in cases of the trustee's own wilful misconduct and (ii) to the extent any such action concerns a matter outside the scope of 12 Del. C. § 3313, in accordance with 12 Del. C. § 3303, the trustee shall have no liability under this Agreement except for trustee's own wilful misconduct.
- i. By accepting an appointment to serve or act hereunder, the Investment Advisor shall be deemed to have consented to submit to the jurisdiction of each court in which jurisdiction and venue are proper to review the administration of the Trust and to be made a party to any proceedings in each such court that place in issue the decisions or actions of the Investment Advisor. The Investment Advisor shall exercise the Investment Advisor's functions in a fiduciary capacity and in a way that the Investment Advisor reasonably believes to be in accordance with the purposes of this Trust Agreement. The Investment Advisor shall be deemed to have acted within the scope of its authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all persons interested unless the contrary be proven by affirmative clear and convincing evidence, and in the absence of such proof shall not be liable for loss arising from depreciation or reduction in value of any property authorized to be held or acquired; provided however, that the Investment Advisor shall be liable for its own wilful misconduct. The trustee and Investment Advisor shall not be liable for the acts or defaults of each other or any other trustee.
- j. To the extent the provisions of the Trust Agreement restrict, modify or eliminate the duties and liabilities of a trustee that would otherwise apply at law, in equity or otherwise, such provisions shall supersede and replace such otherwise applicable duties and liabilities.
- k. The trustee shall pay out of the income or principal or both, as it in its sole discretion determines, the charges and expenses of the Investment Advisor reported by the Investment Advisor to the trustee and notwithstanding any duty otherwise existing at law or in equity, the trustee shall have no obligation to inquire into the reasonableness of any such charges or expenses.

Trust and agency services are provided by Hightower Trust Company, a wholly owned subsidiary of Hightower Holding, LLC, and an affiliate of Hightower Securities, LLC, Member FINRA/SIPC, and Hightower Advisors, LLC, an SEC registered investment adviser.

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Investing involves risk, including the possible loss of principal. Past performance is no guarantee of future results, and no investment or financial planning strategy can guarantee profit or protection.