



TRUST COMPANY

Charles Schwab Trust Company
Personal Trust Services

Dear Investor,

Thank you for your interest in Schwab Personal Trust Services provided by Charles Schwab Trust Company (CSTC). Administering a trust and investing assets successfully can be a complex and time-consuming process, and choosing the right trustee is one of the most difficult decisions in the estate-planning process.

CSTC can serve as sole trustee, co-trustee, or successor trustee, depending on your individual needs and circumstances. Our experienced and knowledgeable team of trust and investment professionals takes its fiduciary duty seriously when thoughtfully carrying out your legacy.

The benefits of working with CSTC include:

- Objective administration and management of your trust assets according to what you have outlined in your estate plan
- Superior client service consistent with Charles Schwab's commitment to putting the client first
- Peace of mind in working with a transparent, responsive, and innovative trust company
- Highly competitive, easy-to-understand fees

The enclosed documentation provides important information for you to review, including checklists, requirements for CSTC to accept its appointment as trustee, and standard trust provisions that we look for in every trust.

If you have questions or would like to discuss your trust situation, call us at **1-877-862-4304**, Monday through Friday, from 8 a.m. to 5 p.m. Pacific time.

Sincerely,

A handwritten signature in black ink that reads "Brian Cook".

Brian Cook CFP®, CTFA

President

Charles Schwab Trust Company

Thank you for your interest in naming Charles Schwab Trust Company as your trustee. If you are ready to move forward, please review the following requirements then continue with the checklist that best suits your current situation.

- Your trust should state the proper legal name of the trust company, which is **Charles Schwab Trust Company**.
- Review the list of assets Schwab can custody and administer (see “Assets accepted by CSTC” on the following page). If your trust contains assets that are not on the CSTC list or you are unsure whether Schwab will accept them, contact CSTC at **1-877-862-4304** or **spts@schwab.com**.¹

Please send all emails to **spts@schwab.com**. You may also address mail to:
Charles Schwab Trust Company, 2360 Corporate Circle, Suite 400, Henderson, NV 89074.

Successor Trustee Check List (CSTC takes over in the future)

For a new or existing trust

- 1. Forward the enclosed standard trust provisions to your attorney** so that your trust document can be updated with “Charles Schwab Trust Company” as successor.
- 2. Send a copy of your trust agreement for CSTC’s legal review and comment.** (Your attorney can work directly with our trust counsel to ensure that we accept your appointment without issue.)
- 3. Send a copy of your completed or amended trust agreement to CSTC.** CSTC will record your trustee appointment to ensure a full understanding of your wishes for administering the trust.
- 4. Continue to keep CSTC informed as your needs and objectives change.** We will help guide you with the most current trust information to help ensure that your trust has a smooth transition.

Corporate Trustee Check List (CSTC takes over immediately)

For a new trust

- 1. Forward the enclosed standard trust provisions to your attorney** so that your document can be updated with “Charles Schwab Trust Company” as trustee. Your attorney can work directly with our trust counsel to ensure that we accept your appointment without issue.
- 2. Email or mail a copy of the trust document to CSTC or give it to your Schwab Financial Consultant.** CSTC will conduct a review of the document to ensure that your trust contains trust provisions acceptable to CSTC.
- 3. Complete any additional paperwork once CSTC’s trust review is complete.** Your CSTC representative will assist you with this.

For an existing trust

- 1. Email or mail a copy of the trust document to CSTC or give it to your Schwab Financial Consultant.** CSTC will conduct a review of the document to ensure that your trust contains trust provisions acceptable to CSTC.
- 2. Your trust may or may not have to be amended.** Depending on the terms of the trust, we will work with you and your attorney to determine any amendments required to allow CSTC to step in as trustee.
- 3. Complete any additional paperwork once CSTC’s trust review is complete.** Your CSTC representative will assist you with this.

Requirements for CSTC to accept trust appointments:

1. We will accept trustee appointments for plans that incorporate our standard trust provisions and otherwise meet our acceptance criteria/guidelines (see asset acceptance guidelines below).
2. We require the trust to be administered under Nevada law.

What is and isn't performed by CSTC while serving as a Corporate Trustee.

Activities performed by CSTC

- Once CSTC has formally accepted the trustee appointment, it will assume all fiduciary responsibilities.
- CSTC will administer the trust and manage trust assets according to Nevada law and the terms of the governing document.
- CSTC will create an investment policy statement based on the investment objectives of the trust.
- CSTC can also partner with an administrative co-trustee, trust protector, or distribution advisor who may assume certain discretionary responsibilities with respect to your trust. CSTC will remain solely responsible for investments.

Activities not performed by CSTC

- CSTC does not draft documents or provide tax, estate planning, or legal advice.
- **CSTC does not provide estate administration services or act as a personal representative or executor. It is important for you to identify a personal representative to pay final bills of the decedent, file income tax returns, and dispose of personal property.**
- CSTC will not assume any fiduciary responsibility until the trust has been reviewed to determine if it meets CSTC acceptance criteria and CSTC has formally accepted the trustee appointment.

Trust assets CSTC is able to take when it accepts a Corporate Trustee appointment:

Assets accepted by CSTC:

- We accept trusts funded with marketable securities, including cash, common stocks, exchange-traded funds, mutual funds, and fixed income securities, that can be held in custody by CS&Co.
- Only certain alternative investments permitted by CSTC Policy are accepted.
- We can accept trusts holding residential real estate. This includes primary residence and vacation properties properly titled in trust name.
- Trust-held life insurance policies are acceptable, including Irrevocable Life Insurance Trusts.

Assets not accepted by CSTC:¹

- We will not manage tangible personal property (e.g., collectibles, commodities, personal items).
- We do not accept any non residential real property (e.g., rental, commercial, agricultural, ranch).
- We will not manage LLCs or operating businesses.

¹If the trust includes assets not accepted by CSTC and CSTC is appointed as corporate trustee, CSTC will not accept the appointment. It is the client's responsibility to liquidate these assets from the trust prior to engaging CSTC as corporate trustee. If you choose to have your trust hold other assets (e.g., structured products, unit investment trusts, limited partnerships) you should talk to CSTC about ways to title and custody those assets so that CSTC can accept the Successor Trustee appointment in the future with minimal disruption.

Thank you for considering Charles Schwab Trust Company (CSTC) as your current or successor trustee. Please note that prior to the acceptance of any trustee appointment by CSTC, the Trust Agreement must be submitted to CSTC for review and approval. All trust agreements are required to contain our standard trust provisions or substantially similar provisions and otherwise satisfy CSTC's acceptance requirements. This process ensures that CSTC can administer your Trust and manage its investments in accordance with the terms of the Trust Agreement and in compliance with CSTC's business acceptance requirements, allowing us to carry out your legacy and implement the goals of your Trust.

CSTC's trust review is solely for the purpose of ensuring that CSTC's business acceptance criteria for trust relationships have been addressed in the Trust Agreement and should not be deemed to constitute a review or endorsement of the legal effect or tax consequences of any trust. You must rely upon the advice of your own legal counsel to determine whether your Trust will accomplish your estate planning objectives. You should engage the services of estate planning legal counsel to assist you in drafting or modifying a trust agreement for acceptance by CSTC.

CSTC is a Trust Company organized under the laws of the State of Nevada and is officed in Clark County, Nevada, where its trust administration activities take place. Consequently, your Trust must be drafted to establish Nevada as the administrative situs of your Trust. In certain cases, further steps may be required in your home state to transfer administrative situs of your Trust to Nevada. You are encouraged to discuss these requirements with your legal counsel. CSTC will not accept any trust which it determines, in its sole and exclusive discretion, has not properly established or will not properly establish its administrative situs in the State of Nevada.

The Charles Schwab Trust Company standard trust provisions include provisions that define and, in some cases, limit the trustee's liability. Before incorporating the Charles Schwab Trust Company Standard Trust Provisions into your trust, you should discuss these provisions and their effect with your legal counsel. By incorporating the Charles Schwab Trust Company Standard Trust Provisions into your Trust, you acknowledge that you understand both the existence and effect of the provisions incorporated into your Trust that limit and/or define the trustee's liability.

GUIDELINES FOR DRAFTING AND APPROVAL OF TRUSTS

1. Your Trust Agreement must state the proper legal name of the trust company—**Charles Schwab Trust Company**. If you are requesting CSTC to serve as trustee of an existing trust that may be irrevocable or otherwise has limitations on the ability to modify the trust's terms, please contact us to discuss potential options to appoint CSTC.
2. All trust documents must be reviewed and approved prior to CSTC assuming its trustee responsibilities. If CSTC is appointed as successor trustee or if the trust will not be funded until a future date, CSTC reserves the right to decline its appointment as trustee if the trust is determined, in CSTC's sole and exclusive discretion, not to meet CSTC acceptance criteria in effect at the time CSTC is required to assume trustee responsibility.
3. To streamline the review and acceptance process for your Trust Agreement, the Trust Agreement must contain the following provisions or substantially similar provisions acceptable to CSTC.

SITUS

The situs of the Trusts created hereunder shall be Nevada. The Trustee shall have the power to remove all or part of the trust property or to change the situs of administration of the Trust from one jurisdiction to another (including outside the United States) and, if applicable, may elect, by a separate writing filed with the trust records, that the laws of Nevada or the laws of such other jurisdiction shall thereafter govern the administration of the Trust, provided that the Trustee shall not make such an election if it would alter any beneficial interest under the Trust.

GOVERNING LAW AND SELECTION OF FORUM

The trust instrument shall be construed under, and all matters pertaining to the validity and construction of the trust instrument and the Trusts created thereunder shall be governed by, _____ **[Insert State Name]** law. The administration of the Trusts created by the trust instrument shall be governed by Nevada law. In the case of a revocable trust that becomes irrevocable, and further provided that Charles Schwab Trust Company (CSTC) is the first successor trustee to serve as trustee after the Trust becomes irrevocable, then the administration of the Trust or Trusts created by the trust instrument shall be governed by Nevada law from the moment that such Trust became irrevocable. Any action or proceeding relating to this Trust that arises during the time that CSTC is serving as the Trustee or relates to any time CSTC served as Trustee shall be brought and enforced in the District Court of the State of Nevada.

FEES

Notwithstanding any other provision in this Agreement or otherwise applicable law or in equity, CSTC or any Affiliate thereof 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 hereunder in accordance with its schedule of rates in effect at the time the services are rendered, provided, however, the Trust may be responsible for additional fees or compensation, direct or indirect, payable to or received by any co-trustee, investment manager, advisor, other agent, or service provider not affiliated with CSTC. Any fees paid to an Affiliate in connection with any investments held by the Trust, including but not limited to administration, custody, distribution or "12-b-1" fees or shareholder servicing fees, shall not have an effect on the fees or compensation of the Trustee. Any additional compensation that is paid to an affiliate may be paid notwithstanding that the total compensation paid by the Trust, to all parties in the aggregate, may exceed the permissible compensation for trustee services in effect from time to time under the laws of the State of Nevada.

EMPLOYMENT OF SERVICES, INCLUDING BROKER-DEALER AND OTHER SERVICES OF AFFILIATED ENTITIES

CSTC, in carrying out its responsibilities under this Agreement, may utilize the services of CSTC Affiliates or may use investment products provided by CSTC or its affiliates. For purposes of this Agreement, when CSTC is investing the assets of the Trust, CSTC is expressly permitted to utilize the services of an affiliate or an investment product offered by CSTC or an affiliate, provided it does so in a prudent manner and in accordance with its fiduciary obligations under applicable law and this Agreement. Conflicts of interest may arise by virtue of the powers granted to CSTC in this Agreement or the use of such products or services. CSTC is therefore expressly exempted from the adverse operation of any rule of law that might otherwise apply to CSTC in the performance of its fiduciary duties by reason of a conflict of interest. Notwithstanding any duty otherwise existing hereunder or at law or in equity, CSTC shall have no greater burden to justify its acts as a fiduciary by reason of conflict of interest than it would have in the absence of any conflict.

CSTC is authorized, without notice to or consent by any beneficiary or court, to engage any corporation, partnership, limited liability company, or other entity that is a subsidiary or affiliate of a corporate trustee serving hereunder and/or any individual who is a partner, director, member, manager, officer, or employee of any such subsidiary or affiliate (individually and collectively, an "Affiliate"), to act as agent of or render services to the Trust, to delegate discretionary authority to any Affiliate, and to pay customary fees and compensation to such Affiliate. CSTC, and any Affiliate appointed by CSTC, is hereby authorized:

- i. to appoint one or more Affiliates to manage, in its or their sole discretion, the investment of all or any portion of the Trust's assets or to provide non-discretionary investment advice;
- ii. to appoint one or more Affiliates to act as custodian of all or any portion of the trust's assets and, in connection therewith, to cause such assets to be held in any jurisdiction by or in the name of any nominee of CSTC or an Affiliate;
- iii. to engage one or more Affiliates to provide trust administration or accounting services for the Trust;
- iv. to use, engage, or hire any Affiliate as broker, dealer, principal, or agent in the purchase or sale of stocks, bonds, or other securities or property for the account of the Trust;
- v. to purchase from or sell to any Affiliate any stocks, bonds or other securities or property and to engage in agency cross-transactions with any Affiliate, in each case at such price and upon such terms as CSTC and such Affiliate may deem advisable;
- vi. to invest any funds in the Trust in any stocks, bonds, or other securities or property, real or personal, of whatsoever kind or nature, which may be distributed, underwritten, managed, or issued by or through an Affiliate, and from which an Affiliate may receive fees or other compensation;
- vii. to make any investment or enter into any transaction which may directly or indirectly benefit any Affiliate or in which any Affiliate has an interest; and
- viii. to grant proxies to any Affiliate or to exercise any voting or consent rights pertaining to any securities or other property held in the Trust in a manner which may directly or indirectly benefit or advance the interests of any Affiliate.

DELEGATION

CSTC may delegate some or all of its authority hereunder, including, without limitation, its custodial responsibility for all or any portion of the Trust's assets, (i) to an Affiliate as permitted under these standard trust provisions, or (ii) to a third party, as CSTC may determine at its sole and exclusive discretion. Such delegation shall be made in writing, and notice of the delegation shall be delivered to the Grantor or other authorized party with respect to any Trust. Such person, persons, or entities so appointed may, acting alone, exercise the authority of CSTC as so delegated. CSTC shall have a duty to monitor the conduct and activities of any person, persons, or entities to which CSTC delegates authority under this Agreement.

In addition, any individual co-trustee shall have the right at any time, by an instrument in writing delivered to the corporate co-trustee, to delegate to the corporate co-trustee any or all of the individual co-trustee's duties, powers, and/or discretion.

CUSTODY OF TRUST ASSETS

Charles Schwab & Co., Inc. shall serve as sub-custodian of the Trust's assets (together with any successor custodian appointed pursuant to this Section, the "Sub-Custodian") that are not otherwise held by CSTC.

With regard to trust assets over which the Sub-Custodian has custody, and in addition to any other duties of the Sub-Custodian described herein or in the instrument governing the custody arrangement, the Sub-Custodian shall have the duty to provide in writing to CSTC a list of the trust assets held by the Sub-Custodian, the value of such assets, and any purchases or sales or other changes in such trust assets at least monthly and at any time the Sub-Custodian receives a written request from CSTC for such information.

Unless agreed to in writing, CSTC will not accept any asset that does not meet its asset acceptance standards, as modified from time to time. In addition, unless CSTC has physical custody of any tangible personal property held in trust, CSTC's sole responsibility with regard to tangible personal property shall be limited to holding bare legal title to such property. CSTC shall have no responsibility or liability whatsoever for the management, care, and/or protection of such personal property.

In the event the Trust holds tangible personal property, then such property shall be held and administered under the terms of the Trust by a special asset trustee, who may receive compensation for its services, in a separate trust referred to as the "Tangible Personal Property Special Asset Trust under the _____ [Insert Trust Name]." Unless otherwise named in the trust document, the special asset trustee of the tangible personal property special asset trust created pursuant to this paragraph shall be _____ [Insert Special Asset Trustee Name]. In the event that _____ [Insert Special Asset Trustee Name] is deceased or unable or unwilling to serve as the special asset trustee, then _____ [Insert Successor Special Asset Trustee Name] shall serve as the special asset trustee. In the event that there is a vacancy in the office of the special asset trustee, then the majority of the adult beneficiaries entitled to receive the tangible personal property under the trust instrument shall have the power to appoint a special asset trustee. The adult beneficiaries that have the power to appoint a special asset trustee shall also have the power to remove the special asset trustee. CSTC or any officer, affiliate, director, employee, or agent of CSTC (each referred to as an "Indemnified Person") shall be held harmless, released, exculpated, and discharged to the fullest extent permitted by law and 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 (including attorney fees), 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 any Expenses incurred because of the actions or the inactions of any special asset trustee that is serving as a fiduciary under the terms of the Trust. CSTC, to the extent permitted by applicable law, shall have no oversight responsibilities with respect to the actions or inactions of any special asset trustee appointed under this paragraph. The special asset trustee shall also have the authority to access, handle, administer, and distribute any digital assets, digital devices, or digital accounts, including the digital assets, digital devices, or digital accounts as may be defined or described in the Trust (referred to herein as a "Digital Asset" or collectively as "Digital Assets"), that are held as part of the Trust, unless CSTC in its sole and absolute discretion decides to accept the authority over such Digital Asset or unless such Digital Asset is a financial account which only holds cash or marketable securities, in which case CSTC shall have the sole authority to access, handle, administer, and distribute such Digital Asset.

EFFECT OF SUCCESSION OF TRUSTEES

Notwithstanding the foregoing, any corporation or association (i) into which the Trustee may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation, or reorganization to which the Trustee may be a party, or (iii) to which all or any part of CSTC's fiduciary business may be transferred, will have and succeed to all rights, powers, and obligations of the Trustee under this Agreement, without the necessity of executing any instrument or performing any further act.

Furthermore, and notwithstanding any provision contained in this Agreement, for its administrative convenience, CSTC may appoint an affiliated corporation or successor of an affiliated corporation as successor trustee. The Trustee 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.

WAIVER OF ACCOUNTS; APPROVAL OF ACCOUNTS

The Trustee shall not be required to render annual or other periodic accounts to any court, whether or not required by statute. CSTC shall have the right, at the expense of the Trust, to prepare an accounting in accordance with applicable Nevada law or court requirement and to apply at any time to a court of competent jurisdiction for a judicial settlement of any account prepared by CSTC, whether or not previously settled as herein provided. CSTC shall also have the right to petition or apply at any time to a court of competent jurisdiction for the determination of any question of construction or for instructions.

Within 90 days of the removal or resignation of CSTC, or otherwise no less frequently than annually, CSTC shall provide the beneficiaries entitled to an accounting pursuant to Nevada Revised Statutes (“NRS”) §165.010 *et. seq.*, or their designated representatives, a written account of the Trust’s transactions for the immediately preceding reporting period. The account shall be in the form of the periodic trust statement which details the assets held by the Trust and the transactions that have been effected by the Trust over the period for which the account is rendered. Such periodic trust statement shall meet CSTC’s obligation of rendering an account pursuant to this paragraph, and such form of account shall supersede any contrary provisions of NRS §165.135, as may be amended from time to time. Pursuant to NRS §165.1214, as may be amended from time to time, the account shall be deemed approved and final if a beneficiary who was required to receive a copy of the account does not deliver a written objection to CSTC, as provided in NRS §165.1214(2), as may be amended from time to time, within 90 days after the date on which CSTC provided the account to the beneficiary. In addition, if no objection is delivered to CSTC within 90 days after the date on which CSTC provided the account to the beneficiary, CSTC shall be fully relieved and discharged in all respects, as if the account had been approved in a judicial proceeding in which all interested persons who received such accounting had appeared, either individually or by a representative. All costs and expenses of any such accounting shall be paid by CSTC from principal or income, or both, of the Trust as CSTC in its sole and absolute discretion determines.

NONJUDICIAL 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.

TRUSTEE LIABILITY AND INDEMNIFICATION

When acting as Trustee, CSTC 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 is affirmatively shown that CSTC acted in a manner that constitutes fraud or willful misconduct. Except as otherwise provided herein, CSTC shall be personally liable only for its own fraud or willful misconduct. CSTC shall not be liable for making any delegation with reasonable care. CSTC shall have no duty to offer to the Trust any business opportunities that become available to it, individually or in any other capacity. CSTC 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 CSTC 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 advisor.

CSTC, or any officer, Affiliate, director, employee, or agent of CSTC (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 (including liabilities under state or federal securities or tax laws) 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 this Agreement or the transactions contemplated hereby, except for those Expenses that result from the fraud or willful misconduct of such Indemnified Person.

In addition, CSTC or any officer, Affiliate, director, employee, or agent of CSTC (each referred to as an “Indemnified Person”) shall be held harmless, released, exculpated, and discharged to the fullest extent permitted by law and 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 (including attorney fees), 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 any Expenses incurred because of the actions or the inactions of any Trust Protector, co-trustee, or any co-fiduciary. CSTC, to the extent permitted by applicable law, shall have no oversight responsibilities with respect to the actions or inactions of any Trust Protector, co-trustee, or any co-fiduciary.

GENERAL INVESTMENT POWERS AND INVESTMENTS IN CSTC’S PROPRIETARY PRODUCT

CSTC shall have sole responsibility for the investment of the Trust and for all decisions as to the retention, disposition, distribution, investment, reinvestment, and other administration of trust assets. Furthermore, CSTC shall have the sole power to exercise any trustee powers which relate to the financial management and investment of the trust assets. This 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.

CSTC is authorized to invest in or retain any securities or other property, real or personal, wherever located, directly or through any asset allocation, wrap, or other investment program, including, without limitation, any security as defined by the Securities Act of 1933, any contract of sale of a commodity for future delivery within the meaning of the Commodity Exchange Act, shares or interests in any private investment fund, private equity, or venture capital fund, hedge fund, common trust fund, joint venture, general or limited partnership, limited liability company, statutory or common law trust, real estate investment trust or an open-end (including any mutual fund) or closed-end management type investment company, or unit investment trust, whether registered under the Investment Company Act of 1940 or unregistered, any money market instrument, bank deposit account (including but not limited to savings, time, certificate of deposit, and transaction accounts), improved or unimproved real property, tangible or intangible personal property, precious metal, foreign exchange, structured product, insurance contract, options, options on futures and variable forward contracts, swaps, caps, collars, and other derivative instruments of a financial nature, or any other form or participation or ownership whatsoever, notwithstanding the fact that CSTC, any investment manager, or custodian or any CSTC Affiliate, provides services (whether as manager, issuer, underwriter, distributor, custodian, advisor, agent, or otherwise) with respect to any such investment and further notwithstanding that CSTC, the investment manager, custodian, or any Affiliate may receive compensation with respect to any such investment (in addition to CSTC’s compensation), so long as the total compensation received is reasonable. To the extent permitted by Nevada law, this provision is intended to be a specific override of any contrary provision of law prohibiting such additional fees or otherwise requiring either a reduction in CSTC’s compensation or investment advisory or other fees or commissions or an election between such compensation and such additional fees or commissions.

In the investment of trust assets, CSTC may utilize the services of an Affiliate or an investment product offered by CSTC or an Affiliate. For instance, when CSTC is investing the assets of the Trust, CSTC may utilize the services of an Affiliate or an investment product offered by CSTC or an Affiliate. CSTC shall select any such services and products in a prudent manner in accordance with its fiduciary obligations under applicable law and this Agreement, provided, however, that notwithstanding any duty otherwise existing hereunder or at law or in equity, in using any investment product or services of an Affiliate, CSTC may disregard any or all of the following factors:

1. Whether the acquisition or retention of a particular investment, or trust investments, collectively, is consistent with CSTC’s duty of impartiality. No duty of impartiality shall exist.
2. Whether the acquisition or retention of a particular investment or any aspect of the administration of such investment violates any duty of loyalty or rule against self-dealing. No duty of loyalty shall exist to the extent such duty would limit or preclude self-dealing transactions.

To the extent CSTC is directed hereunder as to the exercise of investment powers with respect to all or a portion of the trust assets, the party providing such direction (the "Investment Fiduciary") shall have the authority to direct CSTC to make any investment which CSTC is authorized to make under this Section. The purpose in granting the powers and authorities set forth in this Section is to modify the duty of loyalty, the rule against self-dealing (to the extent permitted by NRS §163.050, §163.060, or applicable law), or any rule or law which restricts a fiduciary's ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself.

GENERAL TRUSTEE POWERS

The powers and authority of the Trustee under the Trust Agreement will include the following:

To carry out the purposes of the Trust, the Trustee shall be vested with the powers enumerated at NRS §163.265 through §163.410, 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 herein created, 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, and legal counsel. The Trustee may rely on the information or advice furnished by the third parties which are hired by the Trustee.

Furthermore, CSTC may acquire property from, transfer property to, obtain services from, provide services to, and otherwise enter into contracts, understandings, arrangements, and other dealings, of any kind or nature, with any person or entity (each such person or entity hereinafter referred to as a "Third Party") whether or not the Third Party is in any manner related to, or affiliated with, CSTC or any other person or entity related to, or affiliated with, CSTC and without regard to whether CSTC, acting in its corporate or personal capacity or in any other capacity, or any person related to, or affiliated with, CSTC has other contracts, understandings, arrangements, or dealings, whether or not for remuneration with the Third Party.

AUTHORIZATION TO TERMINATE SMALL TRUST

The Trustee in its discretion may terminate and distribute any Trust hereunder if the Trustee, in its sole and exclusive discretion, determines that the costs of continuing the 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.

RESIDENTIAL REAL PROPERTY

[These provisions may be removed from the standard terms and provisions if the Trust does not hold any real estate. These provisions should be made part of the standard terms and provisions when the Trust is revocable.]

If the trust estate includes any interests in real estate used by the Grantor or such other persons designated by the Grantor in this Trust as a residence, including seasonal and vacation homes, then, notwithstanding any other provision of this Agreement to the contrary, the following shall apply to each residence or interest therein:

- (a) The Grantor or any other party or parties authorized under this Trust to use and occupy the residence shall have the right to occupy and use each residence subject to the terms, conditions, and limitations provided under this Trust. During such time as the Grantor or any other party or parties are authorized to use and occupy the residence, CSTC's sole responsibility with respect to such residence will be to hold bare legal title to such property.
- (b) Unless otherwise provided in the Trust, the Grantor or such other party or parties authorized to use and occupy the residence under the terms of this Trust shall have responsibility (and CSTC shall have no responsibility) for each residence, including maintenance, insurance, repairs, taxes, assessments, mortgage payments, and other expenses relating to the residence. This subsection (b) applies only while the party with a right to occupy and use the residence is able to manage their affairs and is under no incompetence or disability, provided, however, CSTC shall not assume any responsibility for the residence not specifically assumed under the terms of this Trust (i) until CSTC has actual notice or knowledge of the incompetence or disability of the person or persons currently possessing the right to occupy and use the residence or (ii) if CSTC is advised that it shall assume and/or accept responsibility for the residence and CSTC in its sole and absolute discretion assumes and/or accepts such responsibility in writing. Notwithstanding the previous sentence, CSTC shall not accept or assume responsibility for the residence if assuming responsibility for the residence would be contrary to the terms of the Trust.

Except as otherwise provided in this Section, while there is a party or parties authorized to use and occupy the residence under the terms of this Trust, CSTC need not review or inspect the residence, make any payments in connection with it, or inquire whether the party or parties authorized to use and occupy the residence are fulfilling that responsibility. Although CSTC has no duty to review or inspect the residence, CSTC may, in its sole and absolute discretion, review and/or inspect the residence.

The party or parties authorized to use and occupy the residence under the terms of this Trust may have the right to direct CSTC to sell the residence and also to reinvest part or all of the net sale proceeds in a replacement residence of their choosing. CSTC, in its sole and exclusive discretion, may accept such direction provided the party providing the direction shall have sole fiduciary responsibility for the sale and reinvestment, including price and other terms and conditions. The provisions of this Section shall apply with respect to any replacement residence.

The statement of CSTC that it is acting according to this Section shall fully protect all persons dealing with CSTC. CSTC shall have no responsibility for any loss that may result from acting in accordance with this Section or accepting any direction to sell or otherwise dispose of a residence. Neither CSTC nor any of its directors, officers, employees, or Affiliates shall be liable to the Grantor, any co-fiduciary, or any other party with authority to manage the Trust, in whole or in part, or any current or future beneficiary of this Trust for any liability or expense incurred as a result of a violation of any environmental law or regulation with respect to any residence or other real property owned by the Trust. CSTC shall have the right to inspect and monitor real property (whether held directly or through a partnership, limited liability company, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws, to remediate environmentally damaged property, or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened, or to abandon or refuse to accept property which may have environmental damage. CSTC may expend trust property to do the foregoing, and no action or failure to act by CSTC under this paragraph shall be subject to question by any beneficiary.

RESIGNATION OF TRUSTEE

[These provisions (except for the last paragraph) may be removed from the standard terms and provisions if the Trust Agreement provides for a mechanism acceptable to CSTC for resignation of a Trustee and the appointment of a successor trustee.]

Any Trustee may resign by a writing delivered to the grantor or, after the grantor's death or incapacity, to each of the adult beneficiaries over the age of eighteen (18) then eligible to receive distributions of income (whether discretionary or mandatory) from the Trust, with such resignation to be effective on the date specified in the written resignation. If there are no adult beneficiaries then eligible to receive distributions of income (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 distributions of income (whether discretionary or mandatory) from the Trust.

If, upon the resignation of the Trustee, no successor trustee designated by the Trust instrument qualifies to act, a majority of the adult persons then eligible to receive distributions of income (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 distributions of income (whether discretionary or mandatory) from the Trust may appoint a successor trustee (other than the grantor).

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 a court of competent jurisdiction 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 determines.

ACCEPTANCE OF CERTAIN ASSETS

[These provisions may be removed from the standard terms and provisions if CSTC determines that the Trust does not contain any non-traditional assets. These provisions should be made part of the standard terms and provisions when the Trust is revocable.]

When CSTC succeeds to an existing trust portfolio that may contain assets not normally held under CSTC's fiduciary investment guidelines, as established and amended from time to time, CSTC shall have the power to accept and retain such investments in which CSTC, in its sole and absolute discretion, considers as not being traditional for trusts, including, without limitation, investments that would be forbidden or would be regarded as imprudent or improper under Nevada's Uniform Prudent Investor Act, NRS §164.705 *et. seq.*, 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.

Notwithstanding any duty otherwise existing hereunder or at law or in equity, if CSTC accepts or retains, in its sole and absolute discretion, certain investments in non-traditional assets, CSTC may disregard any or all of the following factors in addition to any other factors described within this Trust Agreement with respect to such non-traditional assets:

1. Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.
2. Whether the Trust is diversified. No duty to diversify shall exist.
3. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for Trusts. The entire Trust may be so invested. CSTC, or, if applicable, an Investment Fiduciary, shall have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The purpose in granting the powers and authorities set forth in this Section is to modify the "prudent person" rule, "prudent investor" rule, the application of Nevada's Uniform Prudent Investor Act, NRS §164.705 *et. seq.*, or any rule or law which restricts a fiduciary's ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above or any other factor relating to the nature of the investment itself.

In the event CSTC does not accept, in its sole and absolute discretion, certain investments in non-traditional assets or any other trust property, then such trust property (other than tangible personal property) may be held and administered under the terms of the Trust by an alternative investment trustee, who may receive compensation for its services, in a separate trust referred to as the “Special Asset Trust under the _____ [Insert Trust Name].” In the event that there is a vacancy in the office of the alternative investment trustee, then the majority of the adult beneficiaries shall have the power to appoint an alternative investment trustee. The adult beneficiaries that have the power to appoint an alternative investment trustee shall also have the power to remove an alternative investment trustee. CSTC or any officer, Affiliate, director, employee, or agent of CSTC (each referred to as an “Indemnified Person”) shall be held harmless, released, exculpated, and discharged to the fullest extent permitted by law and 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 (including attorney fees), 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 any Expenses incurred because of the actions or the inactions of any co-fiduciary that is serving as a fiduciary pursuant to the terms of the Trust. CSTC, to the extent permitted by applicable law, shall have no oversight responsibilities with respect to any co-fiduciary’s actions or inactions.

UNIFORM PRINCIPAL AND INCOME ACT

[This provision may be removed from the standard terms and provisions if the Trust Agreement does not reference the Uniform Principal and Income Act or references the Nevada Uniform Principal and Income Act. This provision should be made part of the standard terms and provisions when the Trust Agreement provides that the Uniform Principal and Income Act of a state other than Nevada shall apply.]

The Uniform Principal and Income Act, NRS §164.780 *et. seq.*, 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 Agreement.