

NOTATIONS FOR FORM 407

This form is designed for a trust estate consisting of settlors' community property. If the trust estate will consist of separate property, use FORM 405: CHARITABLE REMAINDER UNITRUST UNDER IRREVOCABLE AGREEMENT--One Settlor.

This form is based upon the sample charitable remainder unitrust form issued by the Internal Revenue Service in Rev. Proc. 2005-55. This form values trust assets on the first business day of each taxable year.

A charitable remainder unitrust may be funded primarily with a non-marketable asset (e.g., a parcel of real estate). The charitable remainder unitrust agreement may be drafted to use the "net income with makeup" method and then convert to the "fixed percentage" method upon the sale of the non-marketable asset. If this is desired, substitute for the opening paragraph and for FIRST:

1 On this _____ day of _____, 20 ____, we, JOHN DOE and MARY DOE, husband and wife, of _____, _____, (hereinafter "the Donors"), desiring to establish a charitable remainder unitrust within the meaning of Rev. Proc. 2005-55 and section 664(d)(2) and (d)(3) of the Internal Revenue Code (hereinafter "the Code"), hereby enter into this trust agreement with NORTHERN TRUST [insert full legal name of applicable NORTHERN TRUST bank throughout the instrument], of _____, _____, as the initial trustee (hereinafter "the Trustee").

FIRST: This trust shall be known as the JOHN DOE and MARY DOE Charitable Remainder Unitrust.

SECTION 1: The Donors hereby transfer and irrevocably assign, on the above date, to the Trustee the property described in Schedule A, which is their community property, and the Trustee accepts the property and agrees to hold, manage, and distribute the property, and any property subsequently transferred, under the terms set forth in this trust instrument.

SECTION 2:

i. In each taxable year of the trust during the unitrust period, the Trustee shall pay to JOHN DOE and to MARY DOE (hereinafter "the Recipients") in equal shares during their joint lives, a unitrust amount equal to the lesser of

(a) a fixed percentage amount equal to _____ [a number no less than 5 and no more than 50] percent of the net fair market value of the assets of the trust valued as of the valuation date (hereinafter "the fixed percentage amount described in (a) of Section 2(i)") or

(b) the trust income for the taxable year as defined in section 643(b) of the Code and the applicable regulations.

The unitrust amount for a taxable year shall also include any amount of trust income for the year that is in excess of _____ [the fixed percentage amount determined under (a) of Section 2(i) for the year], but only to the extent that the aggregate of the amounts paid to the Recipients in prior years was less than the aggregate of the amounts determined for all prior years under (a) of Section 2(i) and (a) of Section 6(i). Upon the death of one of the Recipients (herein "the Predeceasing Recipient"), the Trustee shall pay the entire unitrust amount to the survivor (herein "the Survivor Recipient"). The unitrust amount shall be paid in equal quarterly installments at the end of each calendar quarter from income. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal.

ii. Notwithstanding Section 2(i), upon the occurrence of _____ [identify the permissible triggering event as described in section 1.664-3(a)(1)(i)(c) and (d) of the Income Tax Regulations, such as the closing of the sale of the parcel of real estate] (hereinafter "the triggering event") and effective as of the first day of the taxable year that immediately follows the triggering event (hereinafter "the effective date of the triggering event"), in each remaining taxable year of the trust during the unitrust period, the Trustee shall pay to the Recipients in equal shares during their joint lives a unitrust amount equal to _____ [same percentage used in (a) of Section 2(i)] percent of the net fair market value of the trust assets as of the valuation date and, upon the death of the Predeceasing Recipient, the Trustee shall pay the entire unitrust amount to the Survivor Recipient. Beginning on the effective date of the triggering event, the Trustee shall no longer pay the amount equal to the lesser of (a) or (b) in Section 2(i), and shall not pay any amount of trust income described in the second sentence of Section 2(i). The unitrust amount shall be paid in equal quarterly install-

**FORM 407
CHARITABLE REMAINDER
UNITRUST UNDER
IRREVOCABLE AGREEMENT
Community Property**

TRUST AGREEMENT

On this _____ day of _____, 20 ____, we, JOHN DOE and MARY DOE, husband and wife, of _____, _____, (hereinafter "the Donors"), desiring to establish a charitable remainder unitrust within the meaning of Rev. Proc. 2005-55 and section 664(d)(2) of the Internal Revenue Code (hereinafter "the Code"), hereby enter into this trust agreement with NORTHERN TRUST [insert full legal name of applicable NORTHERN TRUST bank throughout the instrument], of _____, _____, as the initial trustee (hereinafter "the Trustee").

FIRST: This trust shall be known as the JOHN DOE and MARY DOE Charitable Remainder Unitrust.

SECTION 1: The Donors hereby transfer and irrevocably assign, on the above date, to the Trustee the property described in Schedule A, which is their community property, and the Trustee accepts the property and agrees to hold, manage, and distribute the property, and any property subsequently transferred, under the terms set forth in this trust instrument.

**FUNDING
OF TRUST**

SECTION 2: In each taxable year of the trust during the unitrust period, the Trustee shall pay to JOHN DOE and to MARY DOE (hereinafter "the Recipients") in equal shares during their joint lives, a unitrust amount equal to _____ [a number no less than 5 and no more than 50] percent of the net fair market value of the assets of the trust valued as of the first business day of each taxable year of the trust (hereinafter "the valuation date") and, upon the death of one (hereinafter "the Predeceasing Recipient"), the Trustee shall pay the entire unitrust amount to the survivor (hereinafter "the Survivor Recipient"). The first day of the unitrust period shall be the date property is first transferred to the trust and the last day of the unitrust period shall be the date of the Survivor Recipient's death. The unitrust amount shall be paid in equal quarterly installments at the end of each calendar quarter from income and, to the extent income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal. If, for any year, the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the correct value is finally determined, the Trustee shall pay to the Predeceasing Recipient and/or the Survivor Recipient (in the case of an undervaluation) or receive from the Predeceasing Recipient and/or the Survivor Recipient (in the case of an overvaluation) an amount equal to the difference between the unitrust amount(s) properly payable and the unitrust amount(s) actually paid.

**PAYMENT OF
UNITRUST
AMOUNT**

SECTION 3: The lifetime unitrust interest of the Survivor Recipient will take effect upon the death of the Predeceasing Recipient only if the Survivor Recipient furnishes the

**PAYMENT OF
FEDERAL**

ments at the end of each calendar quarter from income and, to the extent income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal.

iii. The first day of the unitrust period shall be the date property is first transferred to the trust and the last day of the unitrust period shall be the date of the Survivor Recipient's death. The valuation date is the business first day of each taxable year of the trust. If, for any year, the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the correct value is finally determined, the Trustee shall pay to the Predeceasing Recipient and/or the Survivor Recipient (in the case of an undervaluation) or receive from the Predeceasing Recipient and/or the Survivor Recipient (in the case of an overvaluation) an amount equal to the difference between the unitrust amount(s) properly payable and the unitrust amount(s) actually paid.

SECTION 3: The lifetime unitrust interest of the Survivor Recipient will take effect upon the death of the Predeceasing Recipient only if the Survivor Recipient furnishes the funds for payment of any federal estate taxes and state death taxes for which the Trustee may be liable upon the death of the Predeceasing Recipient. If the funds are not furnished by the Survivor Recipient, the unitrust period shall terminate on the death of the Predeceasing Recipient, notwithstanding any other provision in this instrument to the contrary.

SECTION 4:

i. For a short taxable year before the effective date of the triggering event, which may include the taxable year during which the unitrust period ends, the Trustee shall prorate on a daily basis the fixed percentage amount described in (a) of Section 2(i) or, if an additional contribution is made to the trust, the fixed percentage amount described in (a) of Section 6(i). In such a year, this prorated fixed percentage amount shall be used in place of the fixed percentage amount described in (a) of Section 2(i) or in (a) of Section 6(i) to determine the unitrust amount payable for that year.

ii. For a short taxable year beginning on or after the effective date of the triggering event, which may include the taxable year during which the unitrust period ends, the Trustee shall prorate on a daily basis the unitrust amount described in Section 2(ii) or, if an additional contribution is made to the trust, the unitrust amount described in Section 6(ii).

iii. Upon the death of the Predeceasing Recipient, the Trustee shall prorate on a daily basis the next regular unitrust payment due after the death of the Predeceasing Recipient between the estate of the Predeceasing Recipient and the Survivor Recipient.

SECTION 5: At the termination of the unitrust period, the Trustee shall distribute all of the then principal and income of the trust (other than any amount due the Predeceasing Recipient and/or the Survivor Recipient under the terms of this trust) to H COLLEGE (hereinafter "the Charitable Organization"). The Donors, acting jointly during their lifetime, and thereafter the survivor Donor during his or her lifetime, reserve the right to designate, at any time and from time to time, in lieu of the Charitable Organization identified above, one or more organizations described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code as the charitable remainderman and shall make any such designation by giving written notice to the Trustee. If the Charitable Organization is not an organization described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code at the time when any principal or income of the trust is to be distributed to it, then the Trustee shall distribute the then principal and income to one or more organizations described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code as the Trustee shall select, and in the proportions as the Trustee shall decide, in the Trustee's sole discretion.

NOTE: If the originally named charitable remainderman is an organization described in IRC section 170(b)(1)(B), the reference to section "170(b)(1)(A)" may be deleted.

SECTION 6:

i. Notwithstanding Section 2(i), if any additional contributions are made to the trust after the initial contribution and before the effective date of the triggering event, the unitrust amount for the year in which the additional contribution is made shall be equal to the lesser of:

a. a fixed percentage amount equal to _____ [same percentage used in (a) of Section 2(i)] percent of the sum of:

1. the net fair market value of the trust assets as of the valuation date (excluding the assets so added and any post-contribution income from, and appreciation on, such assets during that year); and

funds for payment of any federal estate taxes and state death taxes for which the Trustee may be liable upon the death of the Predeceasing Recipient. If the funds are not furnished by the Survivor Recipient, the unitrust period shall terminate on the death of the Predeceasing Recipient, notwithstanding any other provision in this instrument to the contrary.

**ESTATE TAXES
AND STATE
DEATH TAXES**

SECTION 4: For a short taxable year, the Trustee shall prorate on a daily basis the unitrust amount described in Section 2, or, if an additional contribution is made to the trust, the unitrust amount described in Section 6. Upon the death of the Predeceasing Recipient, the obligation of the Trustee to pay a share of the unitrust amount to the Predeceasing Recipient shall terminate with the last regular quarterly installment preceding the death of the Predeceasing Recipient, and the Predeceasing Recipient's share of the unitrust amount shall thereafter be added to and paid as part of the share of the Survivor Recipient. In the taxable year of the trust during which the unitrust period ends, the obligation of the Trustee to pay the unitrust amount shall terminate with the last regular quarterly installment preceding the death of the Survivor Recipient.

**PRORATION
OF
UNITRUST
AMOUNT**

SECTION 5: At the termination of the unitrust period, the Trustee shall distribute all of the then principal and income of the trust (other than any amount due the Predeceasing Recipient and/or the Survivor Recipient under the terms of this trust) to H COLLEGE (hereinafter "the Charitable Organization"). The Donors, acting jointly during their lifetime, and thereafter the survivor Donor during his or her lifetime, reserve the right to designate, at any time and from time to time, in lieu of the Charitable Organization identified above, one or more organizations described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code as the charitable remainderman and shall make any such designation by giving written notice to the Trustee. If the Charitable Organization is not an organization described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code at the time when any principal or income of the trust is to be distributed to it, then the Trustee shall distribute the then principal and income to one or more organizations described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code as the Trustee shall select, and in the proportions as the Trustee shall decide, in the Trustee's sole discretion.

**DISTRIBUTION
TO CHARITY**

NOTE: If the originally named charitable remainderman is an organization described in IRC section 170(b)(1)(B), the reference to section "170(b)(1)(A)" may be deleted.

SECTION 6: If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the year in which any additional contribution is made shall be _____ [same percentage used in Section 2] percent of the sum of (a) the net fair market value of the trust assets as of the valuation date (excluding the assets so added and any post-contribution income from, and appreciation on, such assets during that year) and (b) for each additional contribution during the year, the fair market value of the assets

**ADDITIONAL
CONTRIBUTIONS**

2. for each additional contribution during the year, the fair market value of the assets so added as of the valuation date (including any post-contribution income from, and appreciation on, such assets through the valuation date) multiplied by a fraction the numerator of which is the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the last day of the unitrust period and the denominator of which is the number of days in the period that begins with the first day of such taxable year and ends with the earlier of the last day in such taxable year or the last day of the unitrust period

(hereinafter “the fixed percentage amount described in (a) of Section 6(i)”); or

b. the trust income for the taxable year as defined in section 643(b) of the Code and the applicable regulations.

The unitrust amount for that year shall also include any amount of trust income for the year that is in excess of _____ [the fixed percentage amount determined under (a) of Section 6(i) for the year], but only to the extent that the aggregate of the amounts paid to the Recipients in prior years was less than the aggregate of the amounts determined for all prior years under (a) of Section 2(i) and (a) of Section 6(i). In a taxable year in which an additional contribution is made on or after the valuation date, the assets so added shall be valued as of the date of contribution, without regard to any post-contribution income or appreciation, rather than as of the valuation date.

ii. Notwithstanding Section 2(ii), if any additional contributions are made to the trust after the initial contribution and on or after the effective date of the triggering event, the unitrust amount described in Section 2(ii) for the year in which the additional contribution is made shall be _____ [same percentage used in (a) of Section 2(i)] percent of the sum of:

a. the net fair market value of the trust assets as of the valuation date (excluding the assets so added and any post-contribution income from, and appreciation on, such assets during that year); and

b. for each additional contribution during the year, the fair market value of the assets so added as of the valuation date (including any post-contribution income from, and appreciation on, such assets through the valuation date) multiplied by a fraction the numerator of which is the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the last day of the unitrust period and the denominator of which is the number of days in the period that begins with the first day of such taxable year and ends with the earlier of the last day in such taxable year or the last day of the unitrust period.

In a taxable year in which an additional contribution is made on or after the valuation date, the assets so added shall be valued as of the date of contribution, without regard to any post-contribution income or appreciation, rather than as of the valuation date. Beginning on the effective date of the triggering event, the Trustee shall no longer pay the amount equal to the lesser of (a) or (b) in Section 6(i) and shall not pay any amount of income described in the second sentence of Section 6(i).

SECTION 7: All property passing to the trust by reason of the death of a Donor (hereinafter “the testamentary transfer”) shall be considered to be a single contribution that is made on the date of the Donor’s death. Notwithstanding the provisions of Sections 2 and 6 above, the obligation to pay the unitrust amount with respect to the testamentary transfer shall commence with the date of the Donor’s death. Nevertheless, payment of the unitrust amount with respect to the testamentary transfer may be deferred from the date of the Donor’s death until the end of the taxable year in which the funding of the testamentary transfer is completed. Within a reasonable time after the end of the taxable year in which the testamentary transfer is completed, the Trustee must pay to the Predeceasing Recipient and/or the Survivor Recipient (in the case of an underpayment) or receive from the Predeceasing Recipient and/or the Survivor Recipient (in the case of an overpayment) the difference between any unitrust amounts allocable to the testamentary transfer that were actually paid, plus interest, and the unitrust amounts allocable to the testamentary transfer that were payable, plus interest. The interest shall be computed for any period at the rate of interest, compounded annually, that the federal income tax regulations under section 664 of the Code prescribe for this computation.

SECTION 8: Whenever the value of a trust asset must be determined, the Trustee shall determine the value of any assets that are not cash, cash equivalents, or other assets that can be readily sold or exchanged for cash or cash equivalents (hereinafter “unmarketable assets”), by either (a) obtaining a current “qualified appraisal” from a “qualified appraiser,” as defined in section 1.170A-13(c)(3) and section 1.170A-13(c)(5) of the Income Tax Regulations, respectively, or (b) ensuring the valuation of these unmarketable assets is performed exclusively by an “independent trustee,” within the meaning of section 1.664-1(a)(7)(iii) of the Income Tax Regulations.

so added as of the valuation date (including any post-contribution income from, and appreciation on, such assets through the valuation date) multiplied by a fraction the numerator of which is the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the last day of the unitrust period and the denominator of which is the number of days in the period that begins with the first day of such taxable year and ends with the earlier of the last day in such taxable year or the last day of the unitrust period. In a taxable year in which an additional contribution is made on or after the valuation date, the assets so added shall be valued as of the date of contribution, without regard to any post-contribution income or appreciation, rather than as of the valuation date.

SECTION 7: All property passing to the trust by reason of the death of a Donor (hereinafter “the testamentary transfer”) shall be considered to be a single contribution that is made on the date of the Donor’s death. Notwithstanding the provisions of Sections 2 and 6 above, the obligation to pay the unitrust amount with respect to the testamentary transfer shall commence with the date of the Donor’s death. Nevertheless, payment of the unitrust amount with respect to the testamentary transfer may be deferred from the date of the Donor’s death until the end of the taxable year in which the funding of the testamentary transfer is completed. Within a reasonable time after the end of the taxable year in which the testamentary transfer is completed, the Trustee must pay to the Predeceasing Recipient and/or the Survivor Recipient (in the case of an underpayment) or receive from the Predeceasing Recipient and/or the Survivor Recipient (in the case of an overpayment) the difference between any unitrust amounts allocable to the testamentary transfer that were actually paid, plus interest, and the unitrust amounts allocable to the testamentary transfer that were payable, plus interest. The interest shall be computed for any period at the rate of interest, compounded annually, that the federal income tax regulations under section 664 of the Code prescribe for this computation.

SECTION 8: Whenever the value of a trust asset must be determined, the Trustee shall determine the value of any assets that are not cash, cash equivalents, or other assets that can be readily sold or exchanged for cash or cash equivalents (hereinafter “unmarketable assets”), by either (a) obtaining a current “qualified appraisal” from a “qualified appraiser,” as defined in section 1.170A-13(c)(3) and section 1.170A-13(c)(5) of the Income Tax Regulations, respectively, or (b) ensuring the valuation of these unmarketable assets is performed exclusively by an “independent trustee,” within the meaning of section 1.664-1(a)(7)(iii) of the Income Tax Regulations.

SECTION 9: The Trustee shall not engage in any act of self-dealing within the meaning of section 4941(d) of the Code, as modified by section 4947(a)(2)(A) of the Code, and shall not make any taxable expenditures within the meaning of section 4945(d) of the Code, as modified by section 4947(a)(2)(A) of the Code.

DEFERRAL OF THE UNITRUST PAYMENT ALLOCABLE TO TESTAMENTARY TRANSFER

UNMARKETABLE ASSETS

PROHIBITED TRANSACTIONS

SECTION 9: The Trustee shall not engage in any act of self-dealing within the meaning of section 4941(d) of the Code, as modified by section 4947(a)(2)(A) of the Code, and shall not make any taxable expenditures within the meaning of section 4945(d) of the Code, as modified by section 4947(a)(2)(A) of the Code.

SECTION 10: The taxable year of the trust shall be the calendar year.

SECTION 11: The operation of the trust shall be governed by the laws of the State of _____. However, the Trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust as a charitable remainder unitrust under section 664(d)(2) and (d)(3) of the Code and the corresponding regulations.

SECTION 12: This trust is irrevocable. However, the Trustee shall have the power, acting alone, to amend the trust from time to time in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of section 664(d)(2) and (d)(3) of the Code.

SECTION 13: Nothing in this trust instrument shall be construed to restrict the Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

SECTION 14: References to the Predeceasing Recipient and/or the Survivor Recipient in this trust instrument shall be deemed to include the estate of the Predeceasing Recipient and/or the Survivor Recipient with regard to all provisions in this trust instrument that describe amounts payable to and/or due from the Predeceasing Recipient and/or the Survivor Recipient. The prior sentence shall not apply to the determination of the last day of the unitrust period.

SECTION 15: If any contribution of property to the trust would, but for the operation of this section, fail to qualify for the income, gift or estate tax charitable deduction because the value of the remainder interest in such property does not satisfy the requirements of section 664(d)(2)(D) of the Code, such property shall be held in a separate trust. The terms of such separate trust shall be identical to those hereunder, with any modification necessary made by the Trustee, in the Trustee's sole discretion, to qualify such separate trust under section 664(d)(2) and (d)(3) of the Code and the corresponding regulations, including (but not limited to) reduction of the unitrust percentage and, if necessary, reduction of the term of the unitrust interest.

SECTION 16: The provisions specifically applicable to this charitable remainder unitrust shall prevail over any other provision in this trust instrument inconsistent herewith.

If it is desired that each donor, acting alone, may change the charitable remainderman with respect to his or her share of the community property, substitute for SECTION 5 of FIRST and alternate FIRST:

2 SECTION 5: At the termination of the unitrust period, the Trustee shall distribute all of the then principal and income of the trust (other than any amount due the Predeceasing Recipient and/or the Survivor Recipient under the terms of this trust) to H COLLEGE (hereinafter "the Charitable Organization"). Each Donor, acting alone, reserves the right to designate, at any time and from time to time, in lieu of the Charitable Organization identified above, one or more organizations described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code as the charitable remainderman of his or her one-half share of the community property and shall make any such designation by giving written notice to the Trustee. If the Charitable Organization is not an organization described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code at the time when any principal or income of the trust is to be distributed to it, then the Trustee shall distribute the then principal and income to one or more organizations described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code as the Trustee shall select, and in the proportions as the Trustee shall decide, in the Trustee's sole discretion.

SECTION 10: The taxable year of the trust shall be the calendar year.

SECTION 11: The operation of the trust shall be governed by the laws of the State of _____. However, the Trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust as a charitable remainder unitrust under section 664(d)(2) of the Code and the corresponding regulations.

SECTION 12: This trust is irrevocable. However, the Trustee shall have the power, acting alone, to amend the trust from time to time in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of section 664(d)(2) of the Code.

SECTION 13: Nothing in this trust instrument shall be construed to restrict the Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

SECTION 14: References to the Predeceasing Recipient and/or the Survivor Recipient in this trust instrument shall be deemed to include the estate of the Predeceasing Recipient and/or the Survivor Recipient with regard to all provisions in this trust instrument that describe amounts payable to and/or due from the Predeceasing Recipient and/or the Survivor Recipient. The prior sentence shall not apply to the determination of the last day of the unitrust period.

SECTION 15: If any contribution of property to the trust would, but for the operation of this section, fail to qualify for the income, gift or estate tax charitable deduction because the value of the remainder interest in such property does not satisfy the requirements of section 664(d)(2)(D) of the Code, such property shall be held in a separate trust. The terms of such separate trust shall be identical to those hereunder, with any modification necessary made by the Trustee, in the Trustee's sole discretion, to qualify such separate trust under section 664(d)(2) of the Code and the corresponding regulations, including (but not limited to) reduction of the unitrust percentage and, if necessary, reduction of the term of the unitrust interest.

SECTION 16: The provisions specifically applicable to this charitable remainder unitrust shall prevail over any other provision in this trust instrument inconsistent herewith.

TAXABLE YEAR

GOVERNING LAW

LIMITED POWER OF AMENDMENT

INVESTMENT OF TRUST ASSETS

DEFINITION OF PREDECEASING RECIPIENT AND SURVIVOR RECIPIENT

SAVINGS PROVISION

PREVAILING PROVISIONS

SECOND: The following provisions shall apply to the trust under this agreement: **ADMINISTRATIVE PROVISIONS**

SECTION 1: If any amount becomes payable to a beneficiary under disability, then that amount shall be paid or expended only in such of the following ways as the trustee deems best: (a) directly to the beneficiary or his or her attorney in fact; (b) to the legally appointed guardian or conservator of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary. **FACILITY OF PAYMENT**

SECTION 2: The interests of a beneficiary shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. **SPENDTHRIFT**

SECTION 3: The allocation of receipts and disbursements between income and principal shall be determined as provided by this agreement and applicable state statute or in cases not covered by statute by the trustee, except that **PRINCIPAL AND INCOME**

(a) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust), and

(b) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the trustee deems advisable.

SECTION 4: The trustee may consolidate the trust with any other trust with similar provisions for the same beneficiary or beneficiaries. **CONSOLIDATION**

SECTION 5: The trustee shall render an account of trust receipts and disbursements and a statement of assets at least annually to each beneficiary then entitled to receive payments from the trust and, in addition, to any other beneficiaries who are entitled to receive accounts under applicable state law. An account is binding on each beneficiary who receives it and on all persons claiming by or through the beneficiary, and the trustee is released, as to all matters stated in the account or shown by it, unless the beneficiary commences a judicial proceeding to assert a claim within one year after the mailing or other delivery of the account. **ACCOUNTS**

Before distributing property to a beneficiary upon termination of a trust in whole or in part, the trustee shall have the right to require an approval of the trustee's accounts, either by a written approval and release from the beneficiary or, if it cannot be obtained, by a judicial settlement of accounts. The expenses of the judicial proceeding (including attorneys fees) shall be paid from the beneficiary's share of the trust. The trustee shall also have the right to require an indemnification from the beneficiary for any environmental law liability or expense which the trustee has incurred or may incur in the future with respect to the property distributed.

SECTION 6: The trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust, and any corporate trustee shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. A trustee's regular compensation shall be charged against income and principal as provided by applicable state law, except that the trustee shall have full discretion at any time or times to charge a larger portion or all against income.

COMPENSATION

SECTION 7: Any trustee may resign at any time by written notice to each beneficiary then entitled to receive payments from the trust. In case of the resignation, refusal or inability to act of any trustee, a successor trustee shall be appointed by the beneficiary or a majority in interest of the beneficiaries then entitled to receive payments from the trust, but no beneficiary or person legally obligated to a beneficiary shall be a successor trustee.

TRUSTEE
SUCCESSION

Every successor trustee shall have all the powers given the originally named trustee. A successor trustee has no duty to inquire into the accounts or administration of any predecessor trustee and is not personally liable for any act or omission of any predecessor trustee. With the approval of the beneficiaries appointing a successor trustee, the successor trustee may accept the account rendered and the property received as a complete release and discharge to the predecessor trustee without incurring any liability for so doing.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. The trustee need not register a trust with any court.

If another corporation succeeds to part or all of the trust business of a corporate trustee acting or appointed to act hereunder, that corporation shall be the successor corporate trustee, without the necessity of appointment, assignment or other action.

If it is desired that a successor trustee be a corporation, substitute for last clause in first paragraph of SECTION 7 of SECOND:

3 . . . , but any successor trustee shall be a bank or trust company qualified to accept trusts.

SECTION 8: If for any reason the trustee is unwilling or unable to act as to any property, such person or qualified corporation as the trustee shall from time to time designate in writing shall act as special trustee as to that property. Any person or corporation acting as special trustee may resign at any time by written notice to the trustee. Each special trustee shall have the powers granted to the trustee by this agreement, to be exercised only with the approval of the trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this agreement.

**TRUSTEE FOR
OUT-OF-STATE
PROPERTY**

SECTION 9: A beneficiary, trustee or other person shall be considered to be under disability or unable to act if the person is a minor, is adjudicated by a court to lack legal capacity, or is not so adjudicated but is, by reason of illness or mental or physical disability, unable to give prompt and intelligent consideration to financial matters. The determination as to inability may be made by a physician, and the trustee may rely upon written notice of that determination. The parent, spouse, adult child, attorney in fact, guardian or conservator of a beneficiary under disability shall receive notice and have authority to act for the beneficiary under this agreement.

**PERSON UNDER
DISABILITY**

SECTION 10: The trustee may rely on any document or other evidence in making payment under this agreement and shall not be liable for any payment made in good faith before it receives actual notice of a changed situation. The trustee may consult with legal counsel and other agents at trust expense and shall not be liable for any action taken or omitted in good faith reliance upon the advice or recommendation of the legal counsel or other agent. The trustee shall not be personally liable for acts or omissions done in good faith.

**RELIANCE BY
TRUSTEE**

THIRD: The trustee of the trust under this agreement shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

**TRUSTEE
POWERS**

(a) To retain any property originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, partnership and limited liability company interests, shares of investment companies, real estate investment trusts and other investment funds (including ones that receive services from, and pay compensation to, a corporate trustee hereunder or a parent or affiliate company), or other property of any kind, real or personal, domestic or foreign; the trustee may retain or make any investment without liability, even though it is not of a type, quality, marketability or diversification considered proper for trust investments; the Donors understand that investments are subject to risk, including possible loss of principal, and that the trustee is not liable for losses which do not result from a violation of the trustee's duties;

(b) To cause any property, real or personal, belonging to the trust to be held

or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

(c) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive payments from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

(d) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

(e) To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;

(f) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof, and to sell options, from time to time for such price and upon such terms as the trustee sees fit;

(g) To employ agents, attorneys and proxies, to delegate to them such duties and powers as the trustee considers desirable, and to pay them reasonable compensation from the trust estate; a corporate trustee hereunder may delegate to an affiliate company any of the corporate trustee's duties and powers, discretionary or otherwise, and the delegating corporate trustee need not review the actions of the affiliate;

(h) To compromise, contest, prosecute or abandon claims in favor of or against the trust;

(i) To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

(j) To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds

thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

(k) To retain or acquire any interests in oil, gas or other mineral resources received from any source without liability for any loss occasioned thereby; to execute any agreements, assignments, contracts, deeds, grants, leases for any term, and any other instruments or documents (even though their term may extend beyond the administration of any trust); to manage, control, operate, explore, mine, develop, or take any other action for the production, recovery, sale, treatment, storage, or transportation of any interest in oil, gas, or other mineral resources; to drill wells of any type; to conduct or participate in secondary recovery operations; to enter into agreements for pooling or unitization; to install, operate, or participate in the operation of any plant, mine, or other facility; and generally, with reference to oil, gas, and other mineral interests and operations, to enter into any other agreements and to take any other actions (whether or not presently recognized as common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting, or marketing oil, gas, or other minerals) as the trustee deems to be advisable;

(l) To inspect and monitor businesses and real property (whether held directly or through a partnership, 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; to abandon or refuse to accept property which may have environmental damage; the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary; and

(m) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

FOURTH: The Donors or either of them or any other person may transfer or devise to the trustee additional property acceptable to the trustee to be held under this agreement. If the addition is made by will, the trustee shall accept the statement of the personal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled, without inquiring into the representative's administration or accounting.

ADDITIONS

IN WITNESS WHEREOF WE, JOHN DOE and MARY DOE, and NORTHERN TRUST by its duly authorized officer have signed this agreement the day and year first above written.

TESTIMONIUM

JOHN DOE

MARY DOE

NORTHERN TRUST

By _____

[*Note to drafting attorney:*
As needed, modify or omit the following
Attestation and Acknowledgment
to satisfy the legal requirements and customary practice
of the state in which the donors reside.]

We certify that the above instrument was on the date thereof signed and declared by JOHN DOE and MARY DOE as their trust agreement in our presence and that we, at their

ATTESTATION

request and in their presence and in the presence of each other, have signed our names as witnesses thereto, believing JOHN DOE and MARY DOE to be of sound mind and memory at the time of signing.

_____ Residing at _____

_____ Residing at _____

_____ Residing at _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by JOHN DOE and MARY DOE, as Donors. **ACKNOWLEDGEMENT**

NOTARY PUBLIC

My commission expires _____