Sample

- P. <u>Loans</u> to Beneficiaries. To make loans to any trust beneficiary for the purpose of providing the benefic the funds necessary to take advantage of exceptional business opportunities or to provide for the needs beneficiaries and their families.
- Q. Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or, (d) to anyone who at the time shall have custody and care of the person of the beneficiary. Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of Trustee.
- 7. ADDITIONAL TRUSTEE PROVISIONS. These additional provisions shall apply regarding Trustee:
- A. <u>Grantor as Trustee</u>. If at any time Grantor is Trustee, Grantor may appoint a successor Trustee, to become effective immediately or upon any stated contingency, by making such designation in writing. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.
- B. <u>Successor Trustee</u>. If at any time a Trustee cannot serve because of the Trustee's disability (as previously defined), death, or other reason, _____ of ____ is designated as the successor Trustee, without bond. If such designee(s) is/are unable to serve for any reason, _____ of ____ is designated as the alternate successor Trustee, without bond. Such designee(s) shall become the successor Trustee(s) upon acceptance of the terms and conditions of this Agreement.
- C. <u>Resignation of Trustee</u>. Any Trustee may resign by giving written notice to the beneficiaries to whom income could then be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed to by the income beneficiaries.
- D. Adult Beneficiary Rights. If Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor, if any, fail or cease to serve as Trustee, then the adult beneficiaries to whom income could then be distributed, together with the adult beneficiaries to whom principal would be distributed if the Trust were then to terminate, may by majority action in writing appoint a successor Trustee. If agreement of a majority of the beneficiaries cannot be obtained within sixty (60) days, a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.
- E. <u>Accounting</u>. Trustee shall provide an accounting to the Beneficiary (or beneficiaries) on at least a quarterly basis. If a beneficiary has a "disability", Trustee shall provide the accounting to a guardian or conservator, if any.
- F. Bond. No bond shall be required of any Trustee.
- 8. <u>RIGHT</u> TO DIRECT INVESTMENTS. At any time that Trust has investments, and provided that Grantor does not have a "disability", Grantor may direct any Trustee to purchase, sell, or retain any trust investment.
- 9. <u>REVOCATION OR AMENDMENT.</u> During Grantor's lifetime, Grantor may revoke at any time, and/or the Grantor may amend, this Agreement by delivering to Trustee an appropriate written revocation or amendment, signed by Grantor. If Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for Grantor for the purpose of withdrawing assets from Trust.
- 10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State

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