

Identification of Members Trust Company

Please identify and define Members Trust Company in the following format:

Members Trust Company, [Trustee, Executor, etc.], doing business as BECU Trust Services.

Required Provision for Successor Trustee Role

• Members Trust Company named as Successor Trustee in Original Document

The Grantor agrees to indemnify and hold harmless Members Trust Company and its Affiliated Entities from and against any and all claims, losses, liabilities, and expenses which may be sustained at any time because of any act or omission, including acts or omissions of ordinary negligence, occurring before the date the trust property was received by the Trustee. Members Trust Company is expressly relieved of any duty or responsibility to audit or review the actions or accounts of its predecessor(s) and, further, is relieved from any liability for the acts or omissions of its predecessor(s), known or unknown.

Preferred Provisions for All Trust Agreements

• Powers of Members Trust Company regarding Affiliates

Members Trust Company may utilize the service of its affiliates to assist in the performance of its duties as Trustee. To permit it to take advantage of the expertise of its affiliates, the following powers should be included in the Trust Agreement:

Members Trust Company shall have the following specific powers as to trust property and may exercise the same in its sole and absolute discretion without court order or approval:

(A) To engage any corporation, partnership or other entity affiliated with Members Trust Company (an "Affiliated Entity") to render services to any trust hereunder, including without limitation:

a. To manage or advise on the investments of such trust on a discretionary or nondiscretionary basis.

b. Unless prohibited by applicable law, to act as a broker or dealer to execute transactions, including the purchase of any securities currently distributed, underwritten or issued by an Affiliated Entity, at standard commission rates, markups or concessions and to provide other management of investment services with respect to such trust, including the custody of assets, and to pay for any such services from trust property without reduction for any compensation paid to Members Trust Company for its services as Trustee except to the extent such services are included in its compensation, as described in its fee schedule.

(B) To invest in open-end or closed-end investment companies offered by an Affiliated Entity or to which an Affiliated Entity may render services for compensation

- **Compensation of the Trustee**

Members Trust Company shall receive payment for its services in accordance with its schedule of rates in effect at the time such compensation becomes payable, without reduction, except to the extent required by applicable law, for any other fees or other compensation paid to Members Trust Company or an Affiliated Entity, included, but not limited to, such fees or other compensation paid by any open-end or closed-end investment company, unit investment trust or other investment vehicle, or an agent. Such compensation may be paid without court approval.

- **Acceptance of Real Estate**

Members Trust Company shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a fiduciary with respect to, any real property (including real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation of any interest in any such business enterprise) which is or may become an asset of the trust until an appropriate environmental audit is performed at the expense of the Grantor or the Trustee to determine whether the condition of such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations.

- **Power of the Trustee to Delegate**

The Trustee shall have the power to employ, and to delegate any of its discretionary and nondiscretionary powers to agents and Affiliated Entities, including, but not limited to, attorneys, investment advisers, appraisers or accountants as it deems appropriate and to pay for such services from the trust property.

- **Power of the Trustee to Resign**

The Trustee may resign as Trustee of any trust hereunder at any time by written notice delivered to any Co-Trustee(s) and to all beneficiaries to whom current trust income may or must then be distributed or to all beneficiaries who would have an immediate right to withdraw all or part of a contribution to the trust if a contribution were then made, or to the natural or legal guardian of such beneficiaries (the "Beneficiaries").

Such resignation shall be effective upon the written appointment and acceptance of a Successor Trustee. A majority of the Beneficiaries shall have the power to appoint a Successor Trustee. In default of such appointment, sixty days following the Trustee's initial notice of its intent to resign, the Trustee shall have the power to petition to court at Trust expense (including reasonable attorney's fees) to appoint its Successor. No bond or other security shall be required of the Trustee or any Successor Trustee in any jurisdiction. Any Successor Trustee shall have the same powers, authorities and discretions as though originally named as the Trustee.

- **Trustee's Accounting**

The Trustee may, but shall not be required to, at any time, and from time to time, file an account of its administration at any time with a court of competent jurisdiction.

The Trustee shall render an account of its administration at least annually to the Grantor and/or to all beneficiaries to whom current trust income may or must then be distributed or to all beneficiaries who would have an immediate right to withdraw all or part of a contribution to the trust if a contribution were then made, or to the natural or legal guardian of such beneficiaries (the "Beneficiaries"). The receiving party's approval (no objection in writing within 60 days of the statement mailing) shall be binding upon all persons interested in the trust.

- **Trustee Investment Powers**

The Trustee shall with respect to any and all property, which may at any time be held by the Trustee in Trust, pursuant to this Agreement, whether such property constitutes principal or accumulated income, have power, exercisable in the Trustee's absolute discretion, at any time and from time to time, on such terms and in such manner as the Trustee may deem advisable, to:

(a) Invest and reinvest the Trust funds in such property as the Trustee, in the exercise of reasonable business judgment, may deem advisable, whether or not such property is of the character specifically permitted by law for the investment of trust funds.

(b) Serve without bond

(c) Permit securities to be held in the name of a nominee

(d) Vote by proxy or otherwise, in such manner as Trustee may determine to be in the best interests of the Trust, any securities having voting rights held by the Trustee pursuant to this Agreement.