1. The «Temp RLT Trust Name TE»

In consideration of the agreements contained in this Trust Agreement made as of «Signing DT» between «Temp Name TE» as the Grantor and «RLT Trustee Temp TE»«IF ANSWERED(RLT Trustee Co Temp TE)» and «RLT Trustee Co Temp TE», jointly or the survivor of them,«END IF» as the «Trustee Trustees MC», the Grantor hereby relinquishes all of «Temp Gender MC:his/her» right, title, interest, and incidents of ownership, both present and future, in the property which «Temp Gender MC:he/she» or any other person might transfer to the Trust and the Trustee agrees to hold all property transferred to the Trustee by the Grantor or anyone else (all of the property being sometimes called the (“Trust Estate”) and to administer the Trust Estate as provided in this Trust Agreement, which is called the “«Temp RLT Trust Name TE:LIKE THIS».”

«IF Client Marital Status MC = "Married"»

The Grantor hereby assigns, conveys, transfers, and delivers to the Trustee all of the Grantor’s tangible personal possessions, including all household furnishings, furniture and appliances, works of art, pictures, collectibles, personal wearing apparel, jewelry, books, sporting goods, and hobby paraphernalia, to be considered and made part of the Trust Estate.

Upon the Grantor’s death, the Trustee shall distribute the Grantor’s tangible personal possessions according to a separate “Personal Property Memorandum” or other similar writing, which shall be signed by the Grantor and kept with the Grantor’s personal records. Except for items specifically listed and left to specific individuals identified in the written memorandum, if any, the Grantor’s tangible personal possessions shall be distributed to the Grantor’s Spouse, if living at the time of the Grantor’s death, or if the Grantor’s Spouse is not living at the time of the Grantor’s death, then the Grantor’s tangible personal possessions shall be distributed «IF Children Number CO > 0»equally among the Grantor’s living children.«END IF»«IF Children Number CO < 1»according to Article Nine. «END IF»

By reserving the broad rights and powers set forth in this Trust Agreement, the Grantor intends to qualify this Trust as a “Grantor Trust” under the Code so that, for federal income tax purposes, the Grantor will be treated as the owner during the Grantor’s lifetime of all the assets held in this Trust as though the Grantor held them in the Grantor’s individual capacity. During any period that this Trust is a Grantor Trust, the Grantor’s social security number shall be used as the taxpayer identification number of the Trust.

«END IF»

# Family Information

«IF Client Marital Status MC = "Married"»

The Grantor is married to «Temp Name Spouse TE». All references in this Trust Agreement to the Grantor’s Spouse are to «Temp Name Spouse TE».

«END IF»

«IF Client Marital Status MC = "Single"»

The Grantor is currently single.

«END IF»

«IF Children Number CO < 1»

The Grantor has no descendants as of the date of this Trust Agreement.

«END IF»

«IF Children Number CO > 0»

The Grantor has «Children Number CO» «IF Children Number CO > 1»children whose names are«ELSE IF Children Number CO = 1»child whose name is«END IF»:

«REPEAT Child RDI»

«Child Participants Name TE»

«END REPEAT»

All references in this Trust Agreement to the Grantor’s children are to «IF Children Number CO > 1»these children«ELSE»this child«END IF», as well as to any children subsequently born to the Grantor or adopted by the Grantor in a legal proceeding valid in the jurisdiction (domestic or foreign) in which it occurred.

All references in this Trust Agreement to the Grantor’s descendants are to the Grantor’s children and their descendants.

«END IF»

# Distributions During the Grantor’s Lifetime

## Distribution of Income and Principal

«IF Client Marital Status MC = "Married"»

During the Grantor’s lifetime, the Trustee may pay to or apply for the benefit of the Grantor whatever part or all of the net income and principal of the Trust as the Grantor directs or as the Trustee considers necessary or advisable for any reason and may pay to or apply for the benefit of the Grantor’s Spouse whatever part or all of the net income and principal of the Trust as the Trustee determines is necessary or advisable for «Temp Gender Spouse MC:his/her» health, education, maintenance, and support.«IF Children Number CO > 0» In addition, the Trustee may pay to or apply for the benefit of the Grantor’s descendants of all generations whatever part or all of the net income and principal of the Trust as the Trustee determines is necessary or advisable for their health, education, maintenance, and support.«END IF» Any income that is not distributed shall be added to principal. Each power granted to the Trustee to distribute principal is expressly intended to authorize the Trustee to distribute the entire principal of the trust.

«ELSE»

During the Grantor’s lifetime, the Trustee may pay to or apply for the benefit of the Grantor whatever part or all of the net income and principal of the Trust as the Grantor directs or as the Trustee considers necessary or advisable for any reason.«IF Children Number CO > 0» In addition, the Trustee may pay to or apply for the benefit of the Grantor’s descendants of all generations whatever part or all of the net income and principal of the Trust as the Trustee determines is necessary or advisable for their health, education, maintenance, and support.«END IF» Any income that is not distributed shall be added to principal. Each power granted to the Trustee to distribute principal is expressly intended to authorize the Trustee to distribute the entire principal of the trust.

«END IF»

# Trustee Powers

## Introduction to Trustee’s Powers

In extension of and not in limitation of the powers of the Trustee given it by law or other provisions of this Trust Agreement, the Trustee shall have the following powers with respect to the Trust Estate which the Trustee may exercise from time to time without order or license of court and without notification to any beneficiary:

### Investment Powers

To retain indefinitely and without liability any securities or other property received or acquired by it as Trustee, and to invest and reinvest in common and preferred stocks, bonds, investment trusts, money market funds, common trust funds, mutual funds of the “load” or “no load” variety, or in any other kind of personal or real property in any state or jurisdiction, even if any of the investments made or retained are of a character or size which, but for this express authority, would not be considered proper for trustees, and to dispose of the same from time to time, all at the sole risk of this Trust.

### Banking Powers

To open and close savings, checking, or other bank accounts and to deposit cash into and make withdrawals from any account held at any bank or other financial institution.

### Real Estate Powers

To sell, purchase, exchange, option, mortgage, lease, and make contracts concerning real and personal property for such consideration and upon such terms as the Trustee may determine, which contracts may extend beyond the terms of any trust; to execute deeds, transfers, mortgages, full and partial releases, assignments, mortgage discharges, leases, and other instruments of any kind, without liability on the part of any person dealing with the Trustee to see to the application of the proceeds of any such sale, exchange, mortgage, lease, option, contract, assignment, or other instrument; to foreclose and to purchase at foreclosure sales.

To receive all rents or other amounts due from any rental or other business real estate, including any personal property used in conjunction with the real estate; to maintain, repair, improve, and manage all such property; to maintain insurance and pay all taxes and assessments on or with respect to such property; to extend, renew, replace, increase, or payoff any mortgage; to abandon all or part of such property; to adjust boundaries; to grant easements; to dedicate for public use; to join with co‑owners and others in dealing with real estate in any way; to partition; to enter party‑wall contracts; to insure or perfect title; to demolish or erect buildings.

### Settlement Powers

To settle, compromise, arbitrate, or contest any claim by or against the Trust Estate, including taxes on future interest, or any other matter directly or indirectly affecting the Trust Estate, it being expressly understood, however, that the Trustee need not, except at its option, enter into or maintain any litigation relative to the Trust Estate until the Trustee has been indemnified to its satisfaction against all expenses and liabilities which it may be subject to because of such action.

### Trust Accounting

To determine under generally accepted trust accounting principles whether receipts are income or principal, whether expenditures should be charged against income or principal and what other adjustments should be made between income and principal. Income shall not include either long-term or short-term capital gains notwithstanding the power to adjust under the Massachusetts Uniform Principal and Income Act.

### Reserves

To retain such reserves out of the trust’s income as the Trustee deems proper for expenses, taxes, depreciation, and other liabilities of the trust;

### Business Powers

To vote in person, or by general or limited proxy or power of attorney, with or without power of substitution, any share of stock or other securities in any business in which the Trust may have an interest; to consent, directly or indirectly, or through an agent, to the reorganization, recapitalization, consolidation, merger, sale, dissolution, or liquidation of any such business; to retain and continue to operate any such business for such period as the Trustee may deem advisable, even if such retention and operation involves business risks which Trustees would not ordinarily incur; to control, direct, and manage any such business as the Trustee, in the Trustee’s sole discretion, shall determine; to delegate all or any part of such power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer, or employee of the business; to hire, discharge, and to fix the compensation of the officers and employees of any such business; to implement and execute the terms of any buy-sell agreement which the Grantor may have entered into during the Grantor’s life; and to lend money to any such business and make contributions to the capital of the business.

If a trust is funded with subchapter S corporation stock, the Trustee may elect to qualify the trust as a qualified subchapter S trust (“QSST”) under Section 1361(d) of the Code and administer the trust in accordance with the requirements of the Code so as not to cause an inadvertent termination of the corporation’s S election. In the event that there is more than one income beneficiary of such trust and one of the income beneficiaries is the Grantor’s Spouse, then the Grantor’s Spouse shall be the sole beneficiary of such QSST during the spouse’s lifetime. If the Grantor’s Spouse is not an income beneficiary of such trust, then separate QSSTs shall be created for each income beneficiary with each such QSST being funded with an equal number of shares of stock of such corporation. The Trustee will not be liable for any beneficiary’s failure or refusal to file a QSST election under Code Section 1361(d) of the Code.

### Distributions to Beneficiaries

To make any required division or distribution of the Trust Estate in cash or in kind or partly in cash and partly in kind, and to that end, except when otherwise directed by this Trust Agreement, to allot specific securities or other property, or undivided interests in such property, all at market values at the date or dates of any such division or distribution, and to make any share or payment different in kind from any other share or payment and to do so without regard to the income tax basis of specific property allocated to any beneficiary and without the necessity of making any equitable adjustment among beneficiaries or with respect to income and principal accounts of any Trust under this Trust Agreement because of the tax or other effect of such division, distribution, or allocation.

### Collection Efforts

To collect any insurance proceeds payable to the Trustee; to leave the proceeds at interest with the insurance company; and after the Trustee has been indemnified to its satisfaction, to bring suit for the proceeds or to compromise, adjust, or submit to arbitration any claims for the proceeds; to reimburse itself out of the Trust Estate for any advances made in attempting to collect the proceeds.

### Nominee Powers

To hold or acquire securities, real estate, or other property of this trust in the name of a nominee, including a nominee trust.

### Employment of Professionals

To employ investment counsel, custodians of trust property, brokers, agents, accountants, and attorneys.

### Loan Powers

To make secured or unsecured loans in such amounts and upon such terms and to such persons, estates, trusts, firms, corporations, or other entities as the Trustee determines.

### Borrowing Powers

To borrow money from time to time upon such terms as the Trustee determines from any person, firm, corporation, estate, trust, or other entity; to execute promissory notes or other obligations for monies so borrowed, whether or not extending beyond the term of the Trust and, if required, to secure the payment of any amounts so borrowed by mortgage or pledge of all or any part of the Trust Estate.

### Loans to the Grantor’s Probate Estate

To lend to the Personal Representative of the Grantor’s estate such portion or portions of the principal of the Trust Estate as the Trustee considers advisable, and to make such loans upon such terms as the Trustee and the Personal Representative may agree, provided that such loans will be at reasonable interest rates and adequately secured.

### Retirement Powers

To deal with all retirement plans, pension, profit sharing, or any other type of retirement plans or arrangements; and, with respect to any such plans, to request and receive financial statements relating thereto; and to make any elections regarding withdrawals, modes of payment, or otherwise.

### Life Insurance Powers

To retain, purchase, dispose of, or otherwise deal with life insurance annuities, endowment policies or other forms of insurance on the lives of any one or more beneficiaries and to pay the premiums and costs for such insurance from the principal or income of the Trust Estate.

### Disclaimer Powers

To accept or disclaim any property transferred to the Trust by any person, estate or trust, including property which is subject to the payment of or liability for state and/or federal estate, inheritance, transfer, legacy, succession, or other death taxes, including any interest or penalties on such taxes, and to sign any required consent or acknowledgment of liability for such taxes and/or lien against such property.

### Disclaimer Powers

An Independent Trustee’s power to make discretionary distributions to or for the benefit of one or more beneficiaries of any trust hereunder includes the authority to distribute such trust’s assets to another trust (which may be a different trust under this Trust Agreement or a trust subject to a different governing instrument) for the benefit of one or more of such beneficiaries to the extent permitted under applicable law. Only an Independent Trustee may exercise such power. Such Trustee shall not be under any duty to exercise such power nor shall the Trustee be liable to any person by reason of any expense incurred in either decanting a trust’s assets to another trust or failing to do so.

### Release of Trustee Powers

To release, relinquish, renounce, or disclaim, in full or in part, any one or more of the powers and discretions conferred upon the Trustee by any provision of this Trust Agreement or by applicable law upon such terms and conditions as determined by the Trustee in its sole and absolute discretion.

# Revocability of this Trust

## Revocability of this Trust

The Grantor, or «Temp Gender MC:his/her» attorney-in-fact under «Temp Gender MC:his/her» Durable Power of Attorney, shall have the right to amend or revoke this Trust Agreement in any respect as often as desired, in whole or in part, at which time the property then held in trust, or the portion of the Trust Agreement to which any amendment or revocation applies, shall be transferred in accordance with the directions of the Grantor. Any such amendment or revocation shall be by a written instrument signed by and delivered by the Grantor to the Trustee during the Grantor’s lifetime.

«IF Client Marital Status MC = "Single" OR !RLT Trust Credit Shelter TF»

# Administration of the Trust After the Death of the Grantor

## Administration of Trust Upon the Grantor’s Death

Upon the Grantor’s death, the Trustee will hold and distribute the Trust Estate, including any amounts added to this Trust from any other source, as provided in this Article Five.

### Payment of the Grantor’s Estate and Inheritance Taxes and Funeral Expenses

To the extent that the Grantor’s probate estate has insufficient assets to pay them, the Trustee may pay the estate and inheritance taxes, as may be attributable in each case, to the inclusion of the trust property hereunder in the Grantor’s estate for estate tax purposes and may pay all or any part of the Grantor’s funeral expenses, burial, or cremation expenses and any pre-residuary bequests under the Grantor’s will.

### Distribution of Remaining Trust Property

The Grantor directs the Trustee to distribute the Grantor’s tangible personal possessions according to a separate “Personal Property Memorandum” or other similar writing, which shall be signed by the Grantor and kept with «Temp Gender MC:his/her» personal records. Should the Grantor leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date shall control as to those items that are in conflict.

For purposes of this paragraph, tangible personal property shall include but not be limited to household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel, jewelry, books, sporting goods, and hobby paraphernalia. The Trustee shall distribute property under this paragraph subject to any liens, security interests or other encumbrances on the property. The Trustee shall pay, as an administration expense, the reasonable costs of storing, insuring, packing, transporting, and otherwise caring for the tangible personal property until each item of property is actually delivered to the appropriate beneficiary. The Trustee shall incur no liability to any party for any decision made by the Trustee with respect to either the division or sale of tangible personal property, and any decision made by the Trustee shall be final and binding on all of the beneficiaries.

The Trustee shall distribute any tangible personal property not disposed of by a written memorandum «IF Children Number CO > 0»equally among the Grantor’s living children.«END IF»«IF Children Number CO < 1»according to the provisions below.«END IF» The Trustee may use a lottery or rotation system or any other method of allocation to determine the order of selection and distribution of the property. The Trustee may sell any tangible personal property not distributed under this Article and distribute the net proceeds «IF Children Number CO > 0»equally among the Grantor’s living children.«END IF»«IF Children Number CO < 1»according to the provisions below.«END IF»

«IF RLT Trust Common TF»

So long as a child of the Grantor is then still under the age of twenty-one (21) years, the Trustee shall hold this Trust as a single fund. The Trustee may pay to or apply for the benefit of one or more of the Grantor’s children living from time to time, whatever part or all of the net income and principal of the Trust as the Trustee considers advisable for their health, education, maintenance, and support. Distributions of trust principal made for any of those purposes shall not be charged against the share to be established for the child or his or her descendants, as the case may be. In making any payments or applications the Trustee is not required to treat the children equally and may make such payments or applications even to the exhaustion of the Trust Estate. Any income not distributed in any year will be added to principal.

If a child of the Grantor resides in the home of a guardian or relative, the Trustee shall set aside as much of the remaining trust property as the Trustee deems necessary or advisable to assist the guardian or relative in providing comfortable care and housing for the Grantor’s child. The Trustee may also furnish trust property to the guardian or relative to purchase personal property that is necessary or desirable to care for the Grantor’s child.

Furthermore, the Grantor desires that in the event that a guardian of the Grantor’s minor children is appointed by a court with proper jurisdiction that the Trustee shall allow the guardian to reside with the Grantor’s minor children in the residence last owned by the Grantor and further authorize the Trustee to pay all of the operating expenses (including for this purpose, mortgage payments, taxes, insurance, utilities, repairs, maintenance, and improvements) from the trust property, until such time as the Grantor’s youngest child has attained twenty-one (21) years of age.

When there is no living child of the Grantor under the age of twenty-one (21) years of age, the Trustee will divide the remaining trust property into as many equal shares as there are children of the Grantor then living and children of the Grantor who have deceased but who have descendants then living, and the Trustee will (a) hold one such share in trust under Section 5.02 as a separate trust for the benefit of each living Child of the Grantor and (b) hold each remaining share, if any, in trust as a separate trust for the benefit of the then living descendants of the deceased Child for whom the share was created under Section 5.03. If there are no descendants of the Grantor then living, the Trustee will distribute the Trust according to Section 5.05.

«ELSE IF !RLT Trust Common TF»

The Trustee will divide the remaining trust property into as many equal shares as there are children of the Grantor then living and children of the Grantor who have deceased but who have descendants then living, and the Trustee will (a) hold one such share in trust under Section 5.02 as a separate trust for the benefit of each living Child of the Grantor and (b) hold each remaining share, if any, in trust as a separate trust for the benefit of the then living descendants of the deceased Child for whom the share was created under Section 5.03. If there are no descendants of the Grantor then living, the Trustee will distribute the Trust according to Section 5.05.

«END IF»

«ELSE»

# Funding the Marital and Family Trusts Upon the Grantor’s Death

## Division of Trust Estate into Marital and Family Trusts

Upon the death of the Grantor, if the Grantor’s Spouse does not survive the Grantor, the Trustee will place the entire Trust Estate in the Family Trust and will administer the Family Trust according to Article Nine. If the Grantor’s Spouse survives the Grantor, the Trustee will divide the Trust Estate into three separate trusts, called the Marital Trust, the Special Marital Trust and the Family Trust respectively, as follows:

(a) Subject to paragraphs (c) and (e), the Trustee will place in the Marital Trust either the Optimum Federal Marital Amount or the Optimum State Marital Amount, whichever is smaller. The Marital Trust will be administered according to Article Six.

(b) Subject to paragraphs (c) and (e), the Trustee will place in the Special Marital Trust the Optimum Federal Marital Amount or the Optimum State Marital Amount, whichever is greater, less the amount that was placed in the Marital Trust. The Special Marital Trust will be administered according to Article Seven.

(c) If the Optimum Federal Marital Amount and the Optimum State Marital Amount are the same, or if the Grantor’s estate is not subject to a state’s estate tax, then the Marital Trust will be funded with the Optimum Federal Marital Amount, and the Special Marital Trust will not be funded.

(d) The Trustee will place in the Family Trust the balance of the Trust Estate which is not allocated to the Marital Trust or the Special Marital Trust and will administer the Family Trust as provided in Article Eight.

(e) The Trustee may fund the Marital Trust and the Special Marital Trust wholly or partly in cash or kind and in installments or at one time. Each asset distributed in kind will be valued at its fair market value on the date of distribution, provided that:

(i) there will not be included in the Marital Trust or the Special Marital Trust any asset or the proceeds of any asset with respect to which the Grantor’s Spouse has disclaimed all rights, interests or powers, or with respect to which any death taxes are paid to any foreign country or any of its possessions or subdivisions, or which is redeemable at par in payment of federal estate taxes; and

(ii) there will not be included in the Marital Trust any asset or the proceeds of any asset which does not qualify for both the federal and state estate tax marital deductions; and

(iii) there will not be included in the Special Marital Trust any asset or the proceeds of any asset which does not qualify for either the federal or state estate tax marital deduction, whichever applies;

(iv) subject to any applicable agreements and any specific dispositions of such property contained in this Trust Agreement, the Trustee is requested to allocate to the Marital Trust or the Special Marital Trust, or both, any shares of stock in a subchapter S corporation that become part of the Trust Estate so as to preserve the subchapter S corporation’s status as such; and

(v) to the extent that assets or the proceeds of assets of the Trust Estate which qualify for the applicable estate tax marital deduction are not sufficient to equal the aggregate amount to be placed in the Marital Trust and the Special Marital Trust, the amount placed in the Special Marital Trust will abate first and then the amount placed in the Marital Trust will abate.

(f) The Trustee is directed to allocate to each of the Marital Trust and the Special Marital Trust, as income and not as principal, its proportionate share of all income from the date of the Grantor’s death, including income received by the Grantor’s personal representative and transferred to the Trustee.

(g) The “Optimum Federal Marital Amount” is the smallest amount which, if it passed to the Grantor’s Spouse in a manner qualifying for the federal estate tax marital deduction, would eliminate the federal estate tax on the Grantor’s estate (or minimize it, if it is not possible to eliminate it), reduced by the value of any property passing to the Grantor’s Spouse otherwise than under this trust to the extent such property qualifies for the federal estate tax marital deduction and taking into account the federal unified credit and the federal estate tax credit for state death taxes (but only if the use of such credit does not increase the state death taxes paid) allowable to the Grantor’s estate, but no other credits.

(h) The “Optimum State Marital Amount” is the smallest amount which, if it passed to the Grantor’s Spouse in a manner qualifying for the estate tax marital deduction of the state in which the Grantor was domiciled as of the time of the Grantor’s death, would eliminate such state’s estate tax on the Grantor’s estate (or minimize it, if it is not possible to eliminate it), reduced by the value of any property passing to the Grantor’s Spouse otherwise than under this trust to the extent such other property qualifies for such state’s estate tax marital deduction.

**Administration of the Marital Trust**

## Administration of the Marital Trust

The property directed to be held under this Section shall be administered and paid as follows:

(a) The Trustee shall pay to the Grantor's Spouse the net income, from the date of the Grantor's death, at least quarter‑annually, for life.

(b) The Trustee shall pay to the Grantor's Spouse so much of the principal as the Trustee shall deem reasonably necessary to provide for «Temp Gender Spouse MC:his/her» comfortable support, health, and welfare. In addition, an Independent Trustee may distribute to the Grantor’s Spouse as much of the principal as the Independent Trustee, in its sole discretion, determines advisable for any purpose.

(c) Upon the death of the Grantor's Spouse, the Trustee shall distribute any undistributed and accrued income of the Marital Trust to the estate of the Grantor’s Spouse and shall distribute the principal, as it may then exist, to such person or persons (whether in equal or unequal shares and whether in trust or otherwise) as the Grantor's Spouse shall appoint by a will specifically referring to this power, provided that this power of appointment cannot be exercised by the Grantor’s Spouse (i) in favor of the Grantor’s Spouse’s estate or creditors or the creditors of the Grantor’s Spouse’s estate, (ii) in discharge of any legal obligation of the Grantor’s Spouse, or (iii) in such manner as to create a new or successive power of appointment. Any portion or all of the principal not fully and effectually so appointed shall be added to and consolidated with the Family Trust and shall be administered as part of the principal of the Family Trust under Article Nine.

## Rules for Administration of the Marital Trust

It is the Grantor’s intent that any marital trust created by this Trust Agreement qualify for the federal and any applicable state estate tax marital deduction applicable to the Grantor’s estate to the extent that the Grantor’s personal representative elects to treat such property as Qualified Terminable Interest Property as defined by applicable state law and by Section 2056(b)(7) of the Code to the fullest extent considered appropriate. This Trust Agreement shall always be interpreted and administered consistently with that intent. In particular, without limiting the general application of the preceding sentence, the Grantor directs the Trustee to observe the following rules in administering the Marital Trust, notwithstanding any other provisions of this Trust Agreement.

(a) On receipt of a written request from the Grantor’s Spouse, any unproductive property held as a part of the Marital Trust shall be made productive or converted within a reasonable time into productive property.

(b) The powers and discretions of the Trustee shall not be exercised in such a manner as would cause the Marital Trust to fail to qualify for any estate tax marital deduction otherwise applicable in the computation of the estate taxes on the Grantor’s estate.

(c) No debts, expenses, or taxes of the Grantor’s estate shall be paid out of the Marital Trust to the extent that other funds are available for such purposes.

(d) If this Marital Trust is the beneficiary of any individual retirement account, qualified retirement plan, or other retirement arrangement, the Trustee shall withdraw each year an amount equal to the minimum amount required to be distributed for such year under Section 401(a)(9) of the Code. Alternatively, each year the Grantor’s Spouse shall have the power to require the Trustee to withdraw an amount equal to the Marital Trust’s share of the retirement account’s fiduciary accounting income for the year, if such amount is greater than the minimum amount required to be distributed. In each case, the Trustee shall allocate distributions representing the Marital Trust’s share of the retirement plan’s fiduciary accounting income to the income of the Marital Trust so that at least this amount of the distribution is distributed to the Grantor’s Spouse.

The Trustee will manage the Marital Trust in a manner which will produce income which is consistent with the value of the trust property and with its preservation. If any provisions of this Article Six are inconsistent with any other provision of this Trust Agreement, the provisions of this Article Six will control. The Grantor's Spouse may disclaim by any method of disclaimer recognized by state and federal law any portion or all of «Temp Gender Spouse MC:his/her» right to receive the income and principal from the Marital Trust. If the Grantor's Spouse dies within nine (9) months after the Grantor's death without having made a disclaimer, the personal representative of «Temp Gender Spouse MC:his/her» estate may file a disclaimer on behalf of «Temp Gender Spouse MC:him/her» and «Temp Gender Spouse MC:his/her» estate by delivering a written disclaimer to the Trustee within nine (9) months after the Grantor's death. If the Grantor's Spouse or the personal representative of «Temp Gender Spouse MC:his/her» estate disclaims any portion of the Marital Trust, the Trustee will distribute the property affected by the disclaimer to the Trustee of the Family Trust according to Article Eight or Article Nine, whichever applies.

**Administration of the Special Marital Trust**

## Administration of the Special Marital Trust

The property directed to be held under this Section shall be administered and paid as follows:

(a) The Trustee shall pay to the Grantor's Spouse the net income, from the date of the Grantor's death, at least quarter‑annually, for life.

(b) The Trustee shall pay to the Grantor's Spouse so much of the principal as the Trustee shall deem reasonably necessary to provide for «Temp Gender Spouse MC:his/her» comfortable support, health, and welfare. In addition, an Independent Trustee may distribute to the Grantor’s Spouse as much of the principal as the Independent Trustee, in its sole discretion, determines advisable for any purpose. The Grantor suggests, but does not require, that the Trustee make no payments from principal of the Special Marital Trust to or for the benefit of the Grantor’s Spouse until the principal of the Marital Trust is exhausted.

(c) Upon the death of the Grantor's Spouse, the Trustee shall distribute any undistributed and accrued income of the Special Marital Trust to the estate of the Grantor’s Spouse and shall distribute the principal, as it may then exist, to such person or persons (whether in equal or unequal shares and whether in trust or otherwise) as the Grantor's Spouse shall appoint by a will specifically referring to this power, provided that this power of appointment cannot be exercised by the Grantor’s Spouse (i) in favor of the Grantor’s Spouse’s estate or creditors or the creditors of the Grantor’s Spouse’s estate, (ii) in discharge of any legal obligation of the Grantor’s Spouse, or (iii) in such manner as to create a new or successive power of appointment. Any portion or all of the principal not fully and effectually so appointed shall be added to and consolidated with the Family Trust and shall be administered as part of the principal of the Family Trust under Article Nine.

## Rules for Administration of the Special Marital Trust

It is the Grantor’s intent that any Special Marital Trust created by this Trust Agreement qualify for the federal and any applicable state estate tax marital deduction applicable to the Grantor’s estate to the extent that the Grantor’s personal representative elects to treat such property as Qualified Terminable Interest Property as defined by applicable state law and by Section 2056(b)(7) of the Code to the fullest extent considered appropriate. This Trust Agreement shall always be interpreted and administered consistently with that intent. In particular, without limiting the general application of the preceding sentence, the Grantor directs the Trustee to observe the following rules in administering the Special Marital Trust, notwithstanding any other provisions of this Trust Agreement.

(a) On receipt of a written request from the Grantor’s Spouse, any unproductive property held as a part of the Special Marital Trust shall be made productive or converted within a reasonable time into productive property.

(b) The powers and discretions of the Trustee shall not be exercised in such a manner as would cause the Special Marital Trust to fail to qualify for any estate tax marital deduction otherwise applicable in the computation of the estate taxes on the Grantor’s estate.

(c) No debts, expenses, or taxes of the Grantor’s estate shall be paid out of the Special Marital Trust to the extent that other funds are available for such purposes.

(d) If this Special Marital Trust is the beneficiary of any individual retirement account, qualified retirement plan, or other retirement arrangement, the Trustee shall withdraw each year an amount equal to the minimum amount required to be distributed for such year under Section 401(a)(9) of the Code. Alternatively, each year the Grantor’s Spouse shall have the power to require the Trustee to withdraw an amount equal to the Special Marital Trust’s share of the retirement account’s fiduciary accounting income for the year, if such amount is greater than the minimum amount required to be distributed. In each case, the Trustee shall allocate distributions representing the Special Marital Trust’s share of the retirement plan’s fiduciary accounting income to the income of the Special Marital Trust so that at least this amount of the distribution is distributed to the Grantor’s Spouse.

The Trustee will manage the Special Marital Trust in a manner which will produce income which is consistent with the value of the trust property and with its preservation. If any provisions of this Article Seven are inconsistent with any other provision of this Trust Agreement, the provisions of this Article Seven will control. The Grantor's Spouse may disclaim by any method of disclaimer recognized by state and federal law any portion or all of «Temp Gender Spouse MC:his/her» right to receive the income and principal from the Special Marital Trust. If the Grantor's Spouse dies within nine (9) months after the Grantor's death without having made a disclaimer, the personal representative of «Temp Gender Spouse MC:his/her» estate may file a disclaimer on behalf of «Temp Gender Spouse MC:his/her» and «Temp Gender Spouse MC:his/her» estate by delivering a written disclaimer to the Trustee within nine (9) months after the Grantor's death. If the Grantor's Spouse or the personal representative of «Temp Gender Spouse MC:his/her» estate disclaims any portion of the Special Marital Trust, the Trustee will distribute the property affected by the disclaimer to the Trustee of the Family Trust according to Article Eight or Article Nine, whichever applies.

# 

# Administration of the Family Trust After the Grantor’s Death

## Administration of the Family Trust Upon the Grantor’s Death

The property directed to be held under this Section shall be administered and paid as provided herein.

The Trustee shall pay to the Grantor's Spouse such amounts of the Trust’s net income or principal as the Trustee in its sole discretion may from time to time or at any time determine to be necessary or desirable for «Temp Gender Spouse MC:his/her» health, education, maintenance, and support except that if there are other resources that may be available to the Grantor’s Spouse, the Grantor suggests, but does not require, that the Trustee distribute no principal from the Family Trust to the Grantor’s Spouse until those other resources are exhausted. The Trustee is also authorized, without the approval of any person, to pay to or for the benefit of the Grantor’s descendants of any degree such amounts of the Trust’s net income or principal as the Trustee in its sole discretion may from time to time or at any time determine to be necessary or desirable for their health, education, maintenance, and support. The Grantor requests that the Trustee consult with the Grantor’s Spouse, where feasible, with respect to any proposed payments of trust property to the Grantor’s descendants. It is the Grantor’s desire, however, that the principal be used primarily for the maintenance of the Grantor’s Spouse, but this expression of desire is to be considered merely as a guide to the Trustee and not as a binding obligation of trust. The Grantor suggests, but does not require, that any distributions of principal to the Grantor’s Spouse not be made from the Family Trust unless the Marital Trust and Special Marital Trust have first been exhausted.

Notwithstanding the foregoing paragraph, an Independent Trustee may distribute to the Grantor’s Spouse«IF Children Number CO > 0», or to any of the Grantor’s descendants,«END IF» as much of the Trust’s net income and principal as the Independent Trustee, in its sole discretion, determines advisable for any purpose.

Upon the death of the Grantor's Spouse, the Trustee shall distribute the trust property, as it may then exist, to such person or persons (whether in equal or unequal shares and whether in trust or otherwise) as the Grantor's Spouse shall appoint by a will specifically referring to this power, provided that this power of appointment cannot be exercised by the Grantor’s Spouse (i) in favor of the Grantor’s Spouse’s estate or creditors or the creditors of the Grantor’s Spouse’s estate, (ii) in discharge of any legal obligation of the Grantor’s Spouse, or (iii) in such manner as to create a new or successive power of appointment. Any portion or all of the Trust’s income or principal not fully and effectually so appointed shall be added to and administered as part of the Family Trust under Article Nine.

# Administration of the Family Trust After the Grantor and the Grantor’s Spouse’s Deaths

## Administration of the Family Trust Upon the Grantor and the Grantor’s Spouse’s Deaths

Upon the death of the survivor of the Grantor and the Grantor’s Spouse, the Trustee will hold and distribute the Trust Estate, including any amounts added to this Trust from any other source, as provided in this Article Nine.

«IF RLT Trust Common TF»

So long as a child of the Grantor is then still under the age of twenty-one (21) years, the Trustee shall hold this Trust as a single fund. The Trustee may pay to or apply for the benefit of one or more of the Grantor’s children living from time to time, whatever part or all of the net income and principal of the Trust as the Trustee considers advisable for their health, education, maintenance, and support. Distributions of trust principal made for any of those purposes shall not be charged against the share to be established for the child or his or her descendants, as the case may be. In making any payments or applications the Trustee is not required to treat the children equally and may make such payments or applications even to the exhaustion of the Trust Estate. Any income not distributed in any year will be added to principal.

If a child of the Grantor resides in the home of a guardian or relative, the Trustee shall set aside as much of the remaining trust property as the Trustee deems necessary or advisable to assist the guardian or relative in providing comfortable care and housing for the Grantor’s child. The Trustee may also furnish trust property to the guardian or relative to purchase personal property that is necessary or desirable to care for the Grantor’s child.

Furthermore, the Grantor desires that in the event that a guardian of the Grantor’s minor children is appointed by a court with proper jurisdiction that the Trustee shall allow the guardian to reside with the Grantor’s minor children in the residence last owned by the Grantor and further authorize the Trustee to pay all of the operating expenses (including for this purpose, mortgage payments, taxes, insurance, utilities, repairs, maintenance, and improvements) from the trust property, until such time as the Grantor’s youngest child has attained twenty-one (21) years of age.

When there is no living child of the Grantor under the age of twenty-one (21) years of age, the Trustee will divide the remaining trust property into as many equal shares as there are children of the Grantor then living and children of the Grantor who have deceased but who have descendants then living, and the Trustee will (a) hold one such share in trust under Section 5.02 as a separate trust for the benefit of each living Child of the Grantor and (b) hold each remaining share, if any, in trust as a separate trust for the benefit of the then living descendants of the deceased Child for whom the share was created under Section 5.03. If there are no descendants of the Grantor then living, the Trustee will distribute the Trust according to Section 5.05.

«END IF»

The Trustee will divide the remaining principal and undistributed income of the Trust into as many equal shares as there are children of the Grantor then living and children of the Grantor who have deceased but who have descendants then living, and the Trustee will (a) hold one such share in trust under Section 9.02 as a separate trust for the benefit of each living Child of the Grantor and (b) hold each remaining share, if any, in trust as a separate trust for the benefit of the then living descendants of the deceased Child for whom the share was created under Section 9.03. If there are no descendants of the Grantor then living, the Trustee will distribute the Trust according to Section 9.05.

«END IF»

## Administration of Trust for a Child of the Grantor

The Trustee will hold each trust for the benefit of a Child of the Grantor as follows:

### Distribution of Income and Principal

The Trustee, other than an Interested Trustee as defined in Section «IF Client Marital Status MC = "Married"»12«ELSE»8«END IF».03, may distribute to the Child or to the Child’s descendants as much of the income and principal of the Child’s trust as the Trustee, in its sole discretion, determines advisable for any purpose. If there is no Trustee that is not an Interested Trustee, the Trustee shall distribute to the Child or the Child’s descendants as much income and principal of the Child’s trust as the Trustee determines is necessary or advisable for the health, education, maintenance, and support of the Child or the Child’s descendants. Any undistributed net income shall be accumulated and added to principal.

### Retirement Plan Benefits

The Trustee may exercise the right to determine the manner and timing of payments (by lump sum or otherwise) of qualified retirement plan benefits that are permitted under the federal income tax rules applicable to qualified retirement plans under the Code.

The Trustee may make a qualified disclaimer of any qualified retirement benefits payable or non-qualified annuity benefits to this trust. The Trustee shall not be liable to any beneficiary for the death benefit election selected or for any decision regarding the disclaimer of any qualified retirement benefits payable to this trust.

Notwithstanding any other provision of this agreement or state law to the contrary, the Trustee may not distribute any qualified retirement benefit payable to the trust to or for the benefit of the Grantor’s estate or to any charity or any other non-individual beneficiary.

The Grantor directs that qualified retirement benefits not be used or applied for payment of the Grantor’s debts, taxes, or expenses of administration or for other claims against the Grantor’s estate or for payment of estate, inheritance, or similar transfer taxes due on account of the death of the Grantor (other than those directly attributable to and the legal obligation of a particular qualified retirement plan). This Section shall not apply to any bequest or expense that is specifically directed to be funded with qualified retirement benefits.

### Termination of Trust Share

Upon such Child’s death, the Trustee will distribute the trust property, as it may then exist, to such person or persons (whether in equal or unequal shares and whether in trust or otherwise) or charitable organizations as the Child shall appoint by a will specifically referring to this power, provided that this power of appointment cannot be exercised by the Child (i) in favor of the Child, the Child’s creditors, the Child’s estate or the Child’s estate’s creditors, (ii) in discharge of any legal obligation of the Child, or (iii) in such manner as to create a new or successive power of appointment. No general residuary bequest or devise shall operate as an exercise of the special power of appointment herein conferred.

Provided, however, that if or to the extent that the Child does not exercise the special power to appoint by will referred to in the preceding paragraph, the Trustee will distribute the remaining principal and any undistributed income of the trust (i) to the then living descendants of the Child by right of representation subject to Section «IF Client Marital Status MC = "Married"»9«ELSE»5«END IF».03, or if there are no descendants of the Child then living, (ii) to the then living descendants of the Grantor by right of representation, or if there are no descendants of the Grantor then living, (iii) according to Section «IF Client Marital Status MC = "Married"»9«ELSE»5«END IF».05. If there is a trust then being administered under this Article «IF Client Marital Status MC = "Married"»Nine«ELSE»Five«END IF» for the benefit of any descendant entitled to a distribution under this paragraph (c), the share of such descendant will be added to the principal of such trust and administered according to its terms.

## Administration of Trust for Descendants of Deceased Child

The Trustee will hold each trust for the benefit of the descendants of a deceased Child as follows:

### Distribution of Income and Principal

The Trustee may pay to or apply for the benefit of one or more of such descendants living from time to time, whatever part or all of the net income and principal of the trust as the Trustee considers advisable for their health, education, maintenance, and support or for any other purpose the Trustee deems advisable and in the interest of such descendants. In making any payments or applications the Trustee is not required to treat the descendants equally and may make such payments or applications even to the exhaustion of the Trust Estate. The Trustee may adjust the ultimate distributive share of any of such descendants by reason of any payment or application of principal made under this paragraph (a). Any income not distributed in any year will be added to principal.

### Termination of Trust Share

Unless previously terminated by payments of principal under paragraph (a), the trust will terminate when there is no living child of the deceased Child under the age of thirty (30) years, whereupon the Trustee will distribute the remaining principal and any undistributed income of the trust (i) to the then living descendants of the deceased Child by right of representation, or if there are no descendants of the deceased Child then living, (ii) to the then living descendants of the Grantor by right of representation, or if there are no descendants of the Grantor then living, (iii) according to Section «IF Client Marital Status MC = "Married"»9«ELSE»5«END IF».05. If there is a trust then being administered under this «IF Client Marital Status MC = "Married"»Article Nine«ELSE»Article Five«END IF» for the benefit of any descendant entitled to a distribution under this paragraph (b), the share of such descendant will be added to the principal of such trust and administered according to its terms.

## Rule Against Perpetuities

Notwithstanding any other provision of this «IF Client Marital Status MC = "Married"»Article Nine«ELSE»Article Five«END IF», all trusts administered under this Trust Agreement will terminate in any event twenty-one (21) years after the death of the last to survive as among «IF Client Marital Status MC = "Married"»the Grantor’s Spouse and «END IF» the descendants of the Grantor’s maternal and paternal grandparents who are living at the date of the Grantor’s death. At that time, the remaining trust property shall vest in and be distributed to the persons entitled to receive mandatory distributions of net income of the trust and in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property shall vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of net income of the trust in equal shares by right of representation.

## Remote Contingent Beneficiaries

«IF Client Marital Status MC = "Single"»

Whenever the Trustee is to distribute a trust as provided in this Section 5.05, the Trustee will distribute the remaining principal and any undistributed income of each trust (a) to the then living descendants of the Grantor who are the beneficiaries of such trust by right of representation, or if there are no such descendants then living, (b) to the then living descendants of the Grantor by right of representation, or if there are no descendants of the Grantor then living, (c) to those persons who would inherit the personal property of the Grantor under and in the proportions specified by the laws of the Commonwealth of Massachusetts then in effect as if the Grantor had then died intestate, unmarried, and possessed only of such property. If there is a trust then being administered under this Article Five for the benefit of any descendant entitled to a distribution under this Section 5.05, the share of such descendant will be added to the principal of such trust and administered according to its terms.

«ELSE»

Whenever the Trustee is to distribute a trust as provided in this Section 9.05, the Trustee will distribute the remaining principal and any undistributed income of each trust (a) to the then living descendants of the Grantor who are the beneficiaries of such trust by right of representation, or if there are no such descendants then living, (b) to the then living descendants of the Grantor by right of representation, or if there are no descendants of the Grantor then living, (c) as follows:

1. One‑half (½) of the trust estate to those persons who would inherit the personal property of «Temp Name TE» under and in the proportions specified by the laws of the Commonwealth of Massachusetts then in effect as if «Temp Name TE» had then died intestate, unmarried, and possessed only of such property; and,

(ii) One‑half (½) of the trust estate to those persons who would inherit the personal property of «Temp Name Spouse TE» under and in the proportions specified by the laws of the Commonwealth of Massachusetts then in effect as if «Temp Name Spouse TE» had then died intestate, unmarried, and possessed only of such property.

If there is a trust then being administered under this Article Nine for the benefit of any descendant entitled to a distribution under this Section 9.05, the share of such descendant will be added to the principal of such trust and administered according to its terms.

«END IF»

## Distributions to an Underage Beneficiary

If any person entitled to receive a distribution upon termination of a trust pursuant to «IF Client Marital Status MC = "Married"»Article Nine«ELSE»Article Five«END IF» has not attained thirty (30) years of age, title to the distributive share will vest in such person, and the Trustee may (a) at any time pay all or any part of the distributive share to such person or to his or her parent, guardian, custodian under the Uniform Transfers (or Gifts) to Minors Act of any jurisdiction, or any other person it consider proper, without liability on their part to see to its application, and any such payment will discharge the Trustee to the extent made, or (b) continue to hold the distributive share for the benefit of such person with all the same powers and duties as if the distributive share were held in trust under this Trust Agreement, and the Trustee may pay over or accumulate whatever part or all of the net income and principal of the distributive share as the Trustee considers advisable for such person’s health, education, maintenance, and support. Any such share maintained by the Trustee under this Section «IF Client Marital Status MC = "Married"»9«ELSE»5«END IF».06, to the extent not previously distributed by the Trustee, will be paid over to such person entitled to it or to such person’s legal representative when such person attains thirty (30) years of age, or to such person’s estate upon his or her death.

## Distributions During the Disability of Beneficiary

In case any amounts, whether income or payments of principal, become payable to a person who, whether or not under legal disability, is, by reason of age, youth, illness, undue influence, alcohol or substance abuse, or mental or physical disability, in the opinion of the Trustee, unable properly to administer such payments, then such payments may be made by the Trustee for the benefit of such beneficiary in such of the following ways as the Trustee deems best:

(i) directly to such beneficiary or to a parent of the beneficiary;

(ii) to any legally appointed guardian or conservator of such beneficiary;

(iii) to any relative or friend of such beneficiary for the care, support, education, or advancement of such beneficiary;

(iv) in the case of a minor beneficiary, to a custodian (who may be a Trustee) for such minor under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any jurisdiction; and

(v) by the Trustee using such payments directly for the care, support, education, or advancement of such beneficiary.

The Trustee shall not be responsible for the application of any payment so made.

If any heir-at-law or devisee hereunder is a beneficiary of government benefits, and the receipt of a devise in accordance with this Trust Agreement would place those benefits in jeopardy, the Grantor hereby directs that such devise be held back in a continuing trust for the benefit of such heir-at-law or devisee in the sole and absolute discretion of the Trustee serving hereunder, to use and apply in a manner that will supplement, but not supplant, the benefits enjoyed by said heir-at-law or devisee. This continuing trust shall be administered so long as the heir-at-law or devisee otherwise qualifies for any government benefit.

## Common Management of Trust Shares; Merger of Trusts

In dividing the trust into separate shares, the Trustee is not required to segregate the assets of the trust into separate shares unless it considers it advisable. The Trustee may hold, manage, invest and account for the separate shares as a single fund, making division of the trust property only by appropriate entries on the Trustee’s books of account and to allocate to each share its proportionate part of all receipts and expenses.

If at any time after the death of the Grantor there is a trust in effect created by the Grantor having the same Trustee as this Trust Agreement and having terms that are substantially similar to the then applicable provisions of this trust, the Trustee may consolidate that trust with this trust and may administer them under one agreement unless the consolidation would be contrary to law or inconsistent with the terms of either Trust Agreement.

## Authority to Hold a Beneficiary’s Share in an Ongoing Trust

A beneficiary may, with the consent of the Trustee, extend the duration of all or any part of any share established for his or her benefit hereunder beyond the time set forth herein for distribution of the trust property to the beneficiary, or direct that any trust property to be so distributed to him or her shall instead be distributed to another trust for his or her benefit the terms of which are approved by the Trustee. Any such extension or direction must be in writing, signed by the beneficiary and the Trustee, and shall be revocable or irrevocable in accordance with its terms, whether made at or after the time the property is to be distributed to the beneficiary according to this Agreement or at any prior time.

# Generation-Skipping Tax (GST) Provisions

## Division into Exempt and Nonexempt Trusts

The Grantor anticipates that the provisions of Chapter 13 of the Code, regarding the taxation of generation-skipping transfers, may be applicable to property passing under this Trust Agreement, and that the so-called GST exemption provided under Section 2631 of the Code may also be available to exempt certain property from the application of such tax. Accordingly, the Trustee in its discretion may divide any fund established or directed to be established under this Trust Agreement into an Exempt Share and a Nonexempt Share (including power to designate an entire fund as an Exempt Share or a Nonexempt Share) and allocate property among such shares. Whenever any fund is divided into an Exempt Share and a Nonexempt Share, such shares shall for all purposes of this Trust Agreement be treated as separate trusts, to be held, administered, and accounted for separately. The Trustee shall be exonerated from liability for any action taken in good faith under this Section 11.01.

## Administration of the Trusts

Without creating any enforceable rights or duties, the Grantor requests that, if any Exempt or Nonexempt Share is created out of property held in trust under this Trust Agreement, then in determining whether to make a particular distribution and in determining from which Share such distribution should be made the Trustee takes into account the effect of such distribution under the said tax on generation-skipping transfers and act so as to mitigate the impact of such tax on the trust property to the extent such action is otherwise consistent with the best interests of the beneficiaries. Without limitation, the Grantor has in mind that the Trustee may wish (a) to make distributions to “skip persons’ (as defined in said Chapter 13) only from the Exempt Share and to “non-skip persons” (as so defined) from the Nonexempt Share, if any, and (b) notwithstanding Section 11.01, to make any distribution described in Section 2611(b)(1) of the Code (relating to payment of medical or educational expenses) from the Nonexempt Share.

## Authority to Create Separate Trusts

The Grantor hereby expressly grants to the Trustee the following additional powers, without limiting any of the powers and discretions granted hereinabove or in Article Three, in order to further «Temp Gender MC:his/her» intention that no part of this Trust shall be subject to the generation-skipping tax set forth in Chapter 13 of the Code:

Power to divide property in the trust with an inclusion ratio, as defined in Section 2642(a)(1) of the Code, of neither one nor zero into two separate trusts representing two fractional shares, one with an inclusion ratio of one and the other with an inclusion ratio of zero.

Power to divide property in the trust into separate trusts with different transferors; such a trust may have more than one transferor.

## Trustee Not Liable

The Trustee shall incur no liability for any action it takes or refrain from taking pursuant to the authority granted to it under this Article Eleven provided any such action is undertaken in good faith and upon information reasonably available to it.

# Definitions

## Trustee

Whenever the word “Trustee” is used in this Trust Agreement, or any pronoun is used in its place, it means, when the context so permits, each original Trustee and any additional or successor Trustee, whether female, male, or corporate and the singular includes the plural and the plural includes the singular.

## Personal Representative

Wherever the word “Personal Representative” is used in this Trust Agreement, or any pronoun is used in its place, it means, when the context so permits, the Executor, Temporary Executor, Administrator, Temporary Administrator, Personal Representative, Special Personal Representative, or other fiduciary appointed to administer the Grantor’s estate, whether original, successor, female, male, or corporate and the singular includes the plural and the plural includes the singular.

## Internal Revenue Code

References to the Internal Revenue Code or the Code shall refer to the Internal Revenue Code of the United States. References to specific sections of the Code shall be to any sections of like or similar import that replace the specific sections as a result of changes to the Internal Revenue Code made after the date of this Trust Agreement.

## Child

The word “child” shall mean only a direct descendant in the first degree.

## Descendants

The word “descendant” shall mean direct descendants in the first, second, or any other degree of kindred to the ancestor designated, and shall be construed as singular or plural in number, as shall be appropriate to the context.

## Spouse

The term "Spouse" means a wife or husband, or a widow or widower (whether or not remarried) but not an ex-wife or ex-husband. With regard to the latter relationship, it shall be assumed that any decree of divorce rendered by a court of record is valid.

## Determination of Descendants or Ancestor

In determining whether any person is the “descendant” or “ancestor” of a designated person, it shall be assumed that decrees of divorce rendered by courts of record, wherever located, are valid, and persons adopted according to law shall be deemed to be the descendants of the adopting parents and of the adopting parents’ ancestors. A legally adopted person in any generation and his or her descendants, including adopted descendants, has the same rights and shall be treated in the same manner under this agreement as natural children of the adopting parent, provided such person is legally adopted before attaining the age of 18 years. A person is deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred. A fetus in utero that is born alive shall be considered a person in being during the period of gestation.

## By Representation

A distribution “by right of representation” among the living descendants of a specified person shall mean a division at the designated time and into as many equal shares as are required to provide one such share for each child of the specified person living at such time and one such share for each deceased child of the specified person who left descendants living at such time, with the share of a deceased child further divided into equal shares in the same manner and a like division at each level of descent until all the property to be distributed has been allocated among the living descendants of the specified person.

## Trust Property

The term “trust property,” unless otherwise characterized or defined for a specific purpose, shall mean the remaining balance, from time to time, of all of the property held in trust under this Trust Agreement or, as the context requires, in a particular trust, wherever such property may be situated, whether it is real, personal or mixed.

# Succession, Appointment, and Resignation of Trustees and Other Trustee Provisions

## Removal and Replacement of Trustee

The Grantor, or «Temp Gender MC:his/her» attorney-in-fact under «Temp Gender MC:his/her» Durable Power of Attorney, may, at any time without the consent of any person by written instrument delivered to all Trustees, remove any Trustee, fill any vacancy in the office of Trustee, and appoint additional and successor Trustees.

## Successor Trustees

If «IF ANSWERED(RLT Trustee Co Temp TE)»either «RLT Trustee Temp TE» or «RLT Trustee Co Temp TE» shall fail, refuse, or cease to act as Trustee, the other of the two of them shall serve as sole Trustee. If both «RLT Trustee Temp TE» and «RLT Trustee Co Temp TE» shall fail, refuse, or cease to act as Trustee, then the Grantor designates the individuals listed below as successor Trustee to serve in the order in which their names appear to exercise the powers and discretions of the Trustee:«ELSE»«RLT Trustee Temp TE» shall fail, refuse, or cease to act as Trustee, then the Grantor designates the individuals listed below as successor Trustee to serve in the order in which their names appear to exercise the powers and discretions of the Trustee: «END IF»

«REPEAT RLT Trustee Temp RDI::::Not First Filter CO»

«RLT Trustee Temp TE»«IF ANSWERED(RLT Trustee Co Temp TE)» and «RLT Trustee Co Temp TE», jointly or the survivor of them«END IF»

«END REPEAT»

If none of the named individuals can serve as Trustee, the vacancy will be filled by (a) the Grantor, or if the Grantor is then deceased or incompetent, by (b)«IF Client Marital Status MC = "Married"» the Grantor’s Spouse, or if the Grantor’s Spouse is then deceased or incompetent, by (c) «END IF» an individual or an entity having trust powers appointed by a majority in number of the beneficiaries (or their legal representatives) then entitled to receive an account. A vacancy will be deemed to occur upon a Trustee’s death, resignation, or incompetency as certified by the Trustee’s attending physician. No vacancy need be filled if there is at least one Trustee then serving as Trustee.

## Rights and Obligations of Successor Trustees

Upon the Grantor’s death or incapacity, no Trustee who is a beneficiary of any trust hereunder shall be authorized to exercise any power conferred on a Trustee under this Trust Agreement or by applicable law if the possession, retention, or exercise of such power would constitute a general power of appointment under Section 2041 of the Code or make the Trustee a grantor under Sections 671 to 679 of the Code. Whenever such a power is under consideration, the remaining Trustees, if any, will be considered the only Trustees for such purpose. If there is no Trustee then serving who can exercise the powers granted under this Trust Agreement because of this Section «IF Client Marital Status MC = "Married"»12«ELSE»8«END IF».03, then an additional Trustee who is not so restricted will be appointed to serve as co-Trustee with the remaining Trustees. The term “Interested Trustee” means (1) a Trustee who is a transferor of property to the trust; (2) a Trustee who is a beneficiary of the trust; (3) a Trustee who is related or subordinate within the meaning of Section 672(c) of the Code to a transferor of property to the trust or a beneficiary of the trust; or (4) a Trustee whom a transferor of property to the trust or a beneficiary of the trust can remove and replace by appointing a Trustee that is related or subordinate to the beneficiary within the meaning of Section 672(c) of the Code. The term “Independent Trustee” means a Trustee who is not an Interested Trustee as defined above. Whenever (1) a power is granted exclusively to an Independent Trustee or (2) the phrase “other than an Interested Trustee” is used, then the power or discretion may be exercised only by an Independent Trustee. Whenever this agreement specifically prohibits an Interested Trustee from exercising discretion or performing an act, then only an Independent Trustee may exercise that discretion or perform that act.

## No Court Proceedings

If there is more than one Trustee, the Trustees in the exercise of any discretion or power will act by unanimity on all matters, including investment decisions. When a Trustee is disqualified from exercising a discretion or power, such Trustee will not be counted in determining the number of Trustees then in office. If all of the Trustees are unable to agree on an issue pertaining to the administration of any trust under this Trust Agreement, the Trustees will select an individual to serve as arbitrator of the issue, or if they are unable to agree on an arbitrator, then upon the application of any Trustee, or upon the application of any beneficiary, the president of the law firm of Alexandrov, Metzger & Flannagan, P.C., or its successor, will select an appropriate arbitrator. The arbitrator selected will independently determine how the issue should be resolved and such determination will be binding upon all Trustees and all persons interested in this Trust Agreement, whether or not in being. The arbitrator will be entitled to compensation paid proportionately from each trust under this Trust Agreement involved in the issue.

## Notice of Removal and Appointment

Each appointment of a successor or additional Trustee will be by a written instrument signed by the person or persons entitled to make the appointment, and will be effective upon acceptance in writing by the successor or additional Trustee. Upon written acceptance of the office, each additional or successor Trustee will have all the power conferred upon the original Trustee and title to all trust property will automatically vest in them without need of any document of transfer or conveyance. No Trustee will be required to give a bond or any sureties on a bond.

## Resignation of a Trustee

Any Trustee may resign by giving thirty (30) days’ written notice delivered personally or by certified mail to the remaining Trustee, if any, and to (a) the Grantor, or, if the Grantor is deceased or incompetent, to (b) the person or persons then entitled to receive an account.

## Merger of Corporate Fiduciary

If a corporate Trustee is merged into or consolidated with any other corporation having trust powers, or transfers substantially all of its assets to a corporation having trust powers, the surviving corporation will automatically become a Trustee under this Trust Agreement.

## Exoneration of the Trustee

Unless previously requested in writing to take such action by a beneficiary or his or her guardian, no Trustee (a) will be liable for the default of any prior Trustee or any Personal Representative, or for failure to contest the account of any such fiduciary, or for failure to compel redress of any breach of trust, (b) will have the duty to require delivery of any trust property other than property actually received from such fiduciary or its legal representative, or (c) will be liable for allowing another Trustee to have custody or control of any trust property.

## Trustee’s Discretion and Self-Dealing

The determination of any matter left to the Trustee’s discretion under this Trust Agreement will be decided by the Trustee in its sole discretion and will be binding on all beneficiaries and all persons, whether in being or not, if made in good faith. The Trustee may engage in self-dealing with the Trust in transactions, so long as such transactions are not a breach of the fiduciary obligations imposed on the Trustee elsewhere in this Trust Agreement.

## Discharge of Third Persons

No one dealing with the Trustee is required to inquire into the validity of the Trustee’s actions or to the application of any money paid or any property transferred to or upon the order of the Trustee.

## Delegation of Trustee Authority; Power of Attorney

Any Trustee by written instrument may delegate any or all of its powers to any other Trustee, including, but not limited to, the power to sign checks, to withdraw funds, and to transact business with respect to trust bank accounts; provided that any powers specifically withheld from any Trustee may not be delegated to such Trustee and any such delegation may be revoked at any time by written instrument.  Any such delegation by an Independent Trustee shall only be to another Independent Trustee. The decision of a Trustee as to any matter delegated to it will be binding upon each Trustee.

## Trustee Liability

In the exercise of any of the powers conferred by law or the provisions of this Trust Agreement, a Trustee will be liable only for any loss to the Trust Estate caused by its negligence, malfeasance, willful default, or willful misfeasance, but not for honest errors of judgment or acts in good faith. A Trustee will not be required to enter into or assume any personal obligation or liability in dealing with the Trust Estate, or to make itself liable for any damages, costs, expenses, liens, fines, or penalties which may accrue or be incurred with respect to the Trust Estate, or to do anything in connection with the management or control of the Trust Estate except to the extent of the Trust Estate in its hands or, at its option, until it has been indemnified to its satisfaction against all expenses and liabilities to which it may, in its judgment, be subjected by reason of any action on its part.

## Trustee Notice and Information Requirements

## The Trustee is relieved of the notice and information requirements of the Uniform Trust Code as well as notice in the case of a combination of two or more trusts into a single trust or division of one trust into two or more separate trusts. In addition, the Trustee is relieved of the notice and information requirements of a change in Trustee.

## Trustee Compensation

A Trustee is entitled to reasonable compensation for its services.

## Certificate of Trustee

Any certificate in writing executed and acknowledged by a Trustee setting forth the number and identity of the Trustees at the time of the certification, or setting forth the existence of any facts, the existence of which is necessary or proper to authorize the execution of an instrument or the taking of any action by the Trustee, or the existence of which may in any manner be germane to any matter or thing arising in connection with this trust, shall, as to any person acting in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein stated to exist, and any such person shall not, as a result of such reliance, incur any liability to this trust or to any beneficiary hereof.

# General Provisions

The following provisions shall apply to each trust established by this Trust Agreement:

## Trustee Bonds

No bond or surety shall be required of any original or successor Trustee.

## Liability for Actions of Prior Trustees

No Trustee shall be responsible for the acts or omission of another Trustee. Each additional or successor Trustee shall not be liable for any acts or omissions of any Trustee prior to the time he or she became a Trustee.

## Powers of Successor Trustees

The incumbent Trustees shall have all of the title, powers and discretion granted to the original Trustees, without court order or act of transfer.

## Rights and Obligations of Third Parties

If any Trustee discloses its fiduciary capacity in dealing with any person, then that person shall have no claim against the Trustees as individuals, but only against the trust property.

Whenever the Trustees act pursuant to authority contained in this Trust Agreement or under law, third parties may rely on such acts without inquiry. No one dealing with the Trustees need see to the application of any money paid or property transferred to or upon the order of any Trustee.

## Testamentary Powers of Appointment

The Trustee may rely upon an assumption that the deceased holder of a testamentary power of appointment failed to exercise such power if the Trustee does not receive a copy of the deceased holder’s will containing a proper exercise of such power within three months of such holder’s death. The Trustee shall incur no liability and be held harmless in making a distribution of the trust’s assets in reliance upon this assumption.

## Survivorship of Beneficiaries

If any beneficiary is not living ninety (90) days after the date on which any distribution or principal conditioned on the beneficiary’s survival to that date is required, such beneficiary shall not be deemed to have survived the Grantor or to have been living on the date specified for the distribution.

## Governing Law and Situs

The situs of the trusts hereunder shall be the Commonwealth of Massachusetts. This Trust Agreement will be governed, construed, interpreted, and administered in accordance with the laws of the Commonwealth of Massachusetts where it was executed.

Notwithstanding the foregoing, an Independent Trustee shall have the power to change the situs of any trust hereunder. The Trustee may, in connection with any such change of situs and without court approval if permissible under applicable law, elect by signed instrument filed with the trust records that such trust shall be subject to the jurisdiction of the state, country, or other place of the new situs, that the assets of such trust shall be moved to the place of the new situs, that such trust shall be administered in accordance with the laws of the place of the new situs, and that the validity, construction, and interpretation of the provisions of such trust shall be governed by the place of the new situs. The determination of the Trustee as to any such change in situs shall be conclusive and binding on all persons interested in the affected trust or trusts. Notwithstanding the authority of the Trustee to change the situs of any trust, the Trustee shall not be under any duty to do so nor shall the Trustee be liable to any person interested in a trust by reason of any expense incurred in either changing the situs or failing to change the situs.

## Waiver of Uniform Acts

To the extent they conflict with any provision of this Trust Agreement, the Grantor hereby waives the application of the Massachusetts Principal and Income Act (M.G.L. Chapter 203D), the Massachusetts Prudent Investor Act (M.G.L. Chapter 203C), the Massachusetts Uniform Trust Code (M.G.L. Chapter 203E), and the Massachusetts Uniform Probate Code (M.G.L. Chapter 190B) as they may now exist in the Commonwealth of Massachusetts or may be later adopted or modified.

## Trustee Accounts

The Trustee may, and upon request shall, render periodic accounts with respect to each trust under this Trust Agreement to the person or persons then entitled or eligible to receive the income of the trust who are of full age and competent, and to the legal representatives, if any, then acting for those who are not, except that no accounts shall be required of the Trustee during the Grantor’s lifetime unless requested in writing by the Grantor or the Grantor’s personal representative. In lieu of a formal account with traditional trust schedules, the Trustee may, in its sole discretion, provide copies of each trust’s bank statements, portfolio statements, and each trust’s federal and state income tax returns (if such are required to be filed) to such beneficiaries. Such beneficiaries shall have full power and authority to assent in writing to settle finally any such account and, on the basis of such assent, to release the Trustee from all liability for their acts and omissions as Trustee. Any such assent shall, as to all matters or transactions stated in such account or shown by it, be binding upon all persons who are then or who may thereafter become interested in the income or principal of the trust, including persons then under legal disability, unknown or not yet in being. The failure of any such beneficiary to object to any such account by a writing delivered to the Trustee within ninety (90) days after an account has been mailed to him or her at his or her address on file with the Trustee or for which the beneficiary has given a receipt, shall be deemed an assent and shall be binding and conclusive to the same extent as the written approval provided for above. Nothing in this paragraph shall be deemed to give the person or persons to whom such accounts are rendered any power or right to enlarge or shift the beneficial interest of any beneficiary. Section 813 of the Massachusetts Uniform Trust Code (M.G.L. Chapter 203E) shall not apply to this Agreement.

## Form and Filing

All trust amendments and revocations, resignations of Trustees, decisions to terminate, and appointments and acceptances of successor Trustees shall be made by written instrument, signed, and filed with the records of the trust during the lifetime of the person executing such instrument. In addition, trust amendments and revocations shall be acknowledged.

## Copies

A copy of this Trust Agreement and of the writings, if any, attached to it, certified by a notary public, or a corrected copy of this Trust Agreement purporting to incorporate all textual amendments to date and certified by a notary public, may be relied on by any person as fully as the original documents themselves.

## In Terrorem Provision

If, after receiving a copy of this paragraph, any person shall in any manner, directly or indirectly, attempt to contest or oppose the validity of the Grantor’s will or this Trust Agreement, including any amendments thereto, or commences, continues or prosecutes any legal proceedings to set the Grantor’s will or this Trust Agreement aside, then such person shall forfeit his or her share, cease to have any right or interest in the Grantor’s property, and shall for the purposes of the Grantor’s will or this Trust Agreement be deemed to have predeceased the Grantor.

## Omitted Descendants

Insofar as the Grantor has failed to provide in this Trust Agreement for any of the Grantor’s descendants, such failure is intentional and not occasioned by accident, mistake, or inadvertence.

## Severability

If any part of this Trust Agreement shall be adjudicated to be void or invalid, the remaining provisions not specifically so adjudicated shall remain in full force and effect.

## Singular and Plural; Gender

Where necessary for the proper meaning to be given to any term used in this Trust Agreement, words denoting one gender shall include the other genders, the singular shall include the plural and the plural shall include the singular.

## Virtual Representation

The Grantor directs that in any proceeding relating to this Trust Agreement, service of notice need not be made upon (1) a minor if the minor’s parent is a party to the proceeding and has no conflict of interest; or (2) an unborn or unascertained person if another person, not under a disability, is a party to the proceeding and has the same interest as the unborn or unascertained person. The minor, unborn or unascertained person shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, exonerations, and indemnities. The Grantor requests that to the extent permitted by law there be no appointment of a guardian ad litem in connection with any such proceedings.

## Spendthrift Provision

It is expressly stipulated that the corpus and income of the Trust herein created shall be free from the interference and control of the creditors and spouse of any beneficiary and neither the corpus nor income shall be anticipated by assignment, pledge, order, hypothecation, or otherwise by any beneficiary hereunder. If any beneficiary or anyone on the beneficiary’s behalf shall attempt to anticipate such corpus or income by assignment, pledge, order, hypothecation, or otherwise, the Trustee is authorized and empowered to withhold payment or distribution hereof until such assignment, pledge, order, hypothecation or any other instrument shall be withdrawn, surrendered, or cancelled in such manner satisfactory to the Trustee.

In witness whereof, the parties have set their hands on the day, month, and year set out above.

«Temp Name TE», Grantor

«REPEAT RLT Trustee Temp RDI::::First Only Filter CO»

«RLT Trustee Temp TE», Trustee

«IF ANSWERED(RLT Trustee Co Temp TE)»

«RLT Trustee Co Temp TE», Trustee

«END IF»

«END REPEAT»

# «Set Notary Temp to Temp Name CO»«INSERT "Notary.docx"»

«REPEAT RLT Trustee Temp RDI::::First Only Filter CO»

«IF Temp Name TE != RLT Trustee Temp TE»

«Set Notary Temp to RLT Trustee Temp CO»«INSERT "Notary.docx"»

«END IF»

«IF ANSWERED(RLT Trustee Co Temp TE) AND RLT Trustee Co Temp TE != RLT Trustee Temp TE»

«Set Notary Temp to RLT Trustee Co Temp CO»«INSERT "Notary.docx"»

«END IF»

«END REPEAT»

«ServerPath»\«ClientNameSave»\«IF Client Marital Status MC = "Married"»«Assemble MC:<Client Gender MC>/<Spouse Gender MC>»«END IF»Revocable Trust