

that the duties, powers, and liability of the Trustee hereunder shall not be substantially changed without written consent of the Trustee.

ARTICLE VI. It shall be the duty of the Trustee to hold and manage the properties received into this Trust and to collect and receive whatever sums may become due to it as beneficiary and/or contingent beneficiary under any insurance policies. The Trustee may elect to receive payments under any optional mode of settlement available to it under such policies, or to take paid-up insurance. The Trustee need not incur any unreasonable expense in enforcing payments which it may believe due it under any policies, and the Trustee may compromise any claims arising out of any insurance policies.

ARTICLE VII. Any insurance company or other party shall be completely protected in dealing with the Trustee and the receipt of the Trustee for any payment made to it or any assets added hereunder, shall be complete acquittance and discharge to the extent specified in such receipt of the Trustee, and no insurance company or other party making any payment or delivering or transferring any assets to the Trustee shall be permitted or required to see to the use or application of any such payment or assets hereunder.

ARTICLE VIII. At the death of the Settlor, the Trustee shall proceed as follows:

(1) If the Settlor at his death be survived by his wife, Vernon Peery Cox, the Trustee shall at such time set up two (2) separate Trusts to be known as "Trust A" and "Trust B" into and between which the trust estate, any property coming from the Settlor's estate, and any other property received by the Trustee for the Trust created by this Agreement shall be divided as follows: (a) The Trustee shall place into "Trust A" cash, securities or other property (undiminished by any estate, succession, legacy or inheritance taxes) having a value equal to the greater of: (i) \$250,000.00, or (ii) Fifty (50%) percent of the value of the adjusted gross estate of the Settlor as finally determined for Federal Estate Tax purposes, disregarding all transfers as to which he may be the "deemed transferor" as defined in Section 2612 of the Internal Revenue Code of 1954, as amended, or any corresponding provision of any successor section of said code. This amount shall be reduced by the aggregate amount of marital deduction, if any, allowed for such tax purposes by reason of property or interests in property passing or which have passed to the Settlor's wife, otherwise than pursuant to the provisions of this Trust; provided, however, that such amount shall be further reduced by an amount, if any, needed to increase the Settlor's taxable estate to the largest amount that will, after allowing for the Unified Credit Against Estate Tax, and any other allowable credits, not result in any Federal Estate Tax being imposed on the Settlor's estate. The Trustee shall have the sole discretion to select the assets which shall constitute "Trust A". In no event, however, shall there be included in this "Trust A" any assets or the proceeds of any assets which will not qualify for the Federal Estate Tax marital deduction, and this "Trust A" shall be reduced to the extent that it cannot be created with such qualifying assets. The Trustee shall value any assets selected by the Trustee for distribution in kind to "Trust A" hereunder at the value of such asset at the date of distribution to "Trust A" of such asset. (b) The Trustee shall place into "Trust B" the balance of the aforesaid trust estate and other properties after assets for "Trust A" have been selected and allocated as hereinabove provided in (a). The aforesaid "Trust A" and the aforesaid "Trust B" shall be held, administered and disposed of according to the terms of the Articles hereinafter appearing in respect to each respective Trust.

(2) If the Settlor at his death be not survived by his wife, Vernon Peery Cox, the Trustee shall at such time set up a Trust to be known as "Trust B" which shall be held, administered and disposed of according to the terms set forth in the Articles hereinafter appearing in respect to "Trust B". Into Trust B, except as set forth in Article XI, the Trustee shall place the entire trust estate, together with any property coming from the Settlor's estate, together with any other property received by the Trustee for the Trust created by this Agreement.

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