

(3) If the Settlor and his said wife, Vernon Peery Cox, die simultaneously or under circumstances that the order of their deaths cannot be established by proof, she shall be deemed to have survived him and this instrument shall take effect as though she survived him.

ARTICLE IX. "Trust A" shall be held, Administered and disposed of as follows:

(1) Commencing with the date of the death of the Settlor, the Trustee shall pay all the net income from "Trust A" in convenient installments but no less frequently than monthly, to the Settlor's said wife during her lifetime.

(2) In addition, the Trustee shall be fully authorized to pay to or for the Settlor's said wife such sums from the principal of "Trust A" as the Trustee in its sole discretion shall deem advisable or necessary from time to time for the medical care, comfortable maintenance, and welfare of the Settlor's said wife, taking into consideration all other income available to her for such purposes from all sources known to the Trustee.

(3) In addition to principal distributed to the Settlor's wife under No. (2) above, there shall be paid to the Settlor's wife such amounts or all of the principal of this Trust as she shall request from time to time by an instrument in writing delivered to the Trustee.

(4) Upon the death of the Settlor's said wife, the entire remaining principal of "Trust A" together with any accrued and undistributed income therefrom, shall be paid over, conveyed, and distributed to or in Trust, for such appointee or appointees (including the estate of the Settlor's said wife) in such manner and in such proportions as the Settlor's said wife may appoint in and by the Last Will of the Settlor's said wife, making specific reference to the power of appointment herein conferred upon her. In disposing of "Trust A", the Trustee shall be protected in relying upon an instrument admitted to probate in any jurisdiction as the Last Will of the Settlor's said wife or in acting upon the assumption that the wife of the Settlor died intestate in case the Trustee has no notice of the existence of a Will of the Settlor's said wife within three (3) months after the death of the wife of the Settlor.

(5) In default of the exercise of such power of appointment by the Settlor's said wife, or insofar as such appointment shall not extend or take effect, then upon the death of the Settlor's said wife, the entire remaining principal of "Trust A" or the part of such Trust not effectively appointed, shall be added to and become a part of "Trust B", to be held, administered and disposed of in accordance with all the provisions of this Trust governing "Trust B".

ARTICLE X. "Trust B" shall be held, administered and disposed of as follows:

(1) The Trustee shall collect the income thereof and pay the net income or any portion thereof, in convenient installments to or apply it for the benefit of the Settlor's said wife and/or any one or more of the children or grandchildren of the Settlor, living at the time of such payment and in such shares and proportions, if any payment shall be made to more than one person, as the Trustee in its sole discretion shall determine. The Trustee shall also be authorized to encroach upon the principal of this Trust at any time, in such amounts as the Trustee in its sole discretion shall determine for the maintenance, support, medical care and education of the Settlor's said wife and/or the children or grandchildren of the Settlor, and such amounts as may be expended hereunder for the children of the Settlor prior to division into shares as provided in Paragraph Three (3) below shall not be charged as advancements. No expenditure of principal for the Settlor's wife shall be made hereunder until "Trust A" has been completely exhausted.