NOTATIONS FOR FORM 310

If an individual trustee is to be named to act with the corporate trustee as successor to one of the settlors as sole initial trustee, substitute for the TRUSTEE SUCCESSION section:

54 SECTION ____: Settlor JOHN DOE may resign as trustee at any time by written notice to NORTHERN TRUST [insert full legal name of applicable NORTHERN TRUST bank throughout the instrument], of __________, __________, and to settlor MARY DOE if living, otherwise to each beneficiary then entitled to receive or eligible to have the benefit of the income from the trust. After JOHN DOE resigns, dies or is unable to manage his affairs, __________, and NORTHERN TRUST shall be successor trustees. Upon the death of MARY DOE, NORTHERN TRUST, if not then acting, shall become co–trustee hereunder.

The individual trustee shall have jointly with the corporate trustee all the powers given the trustee, except that after the death of the deceased settlor the individual trustee shall not participate in the exercise of any tax election or allocation which affects his or her interests or the interests of any person to whom he or she is legally obligated or any discretion to determine the propriety or amount of payments or distributions of income or principal to himself or herself or to any person to whom he or she is legally obligated, or possess any of the incidents of ownership with respect to any policy of insurance on his or her life, and the corporate trustee alone shall exercise that tax election, allocation or discretion and possess those incidents of ownership. The term “trustee” shall mean the trustee or trustees from time to time qualified and acting, and the term “corporate trustee” shall mean NORTHERN TRUST and any successor to it from time to time qualified and acting. The compensation, if any, of the individual trustee shall be in addition to the full fee of the corporate trustee.

Any successor trustee or corporate trustee may resign at any time by written notice to the other trustee and to the settlors during their joint lifetime and thereafter to each beneficiary then entitled to receive or eligible to have the benefit of the income from the trust.

In case of the death, resignation, refusal or inability to act of the individual successor trustee acting or appointed to act hereunder, the corporate trustee shall be sole trustee with all the powers given the originally named trustee.

If a successor to the individual successor trustee is desired, substitute for the foregoing paragraph:

55 In case of the death, resignation, refusal or inability to act of the individual successor trustee acting or appointed to act hereunder, __________ shall be individual successor trustee, and if he [or she] fails to become or ceases to act, the corporate trustee shall be sole trustee with all the powers given the originally named trustee.

In case of the resignation, refusal or inability to act of the corporate trustee acting or appointed to act hereunder, a successor corporate trustee shall be appointed by the settlors during their joint lifetime and thereafter by the beneficiary or a majority in interest of the beneficiaries then entitled to receive or eligible to have the benefit of the income from the trust (or if their interests are indefinite, by a majority in number of the oldest generation of such beneficiaries). Separate trusts under this agreement may have the same or different trustees.

Every successor trustee shall have all the powers given the originally named trustee. A successor trustee has no duty to inquire into the accounts or administration of any predecessor trustee and is not personally liable for any act or omission of any predecessor trustee. With the approval of the settlors during their joint lifetime and thereafter by the beneficiary or a majority in interest of the beneficiaries then entitled to receive or eligible to have the benefit of the income from the trust (or if their interests are indefinite, by a majority in number of the oldest generation of such beneficiaries). Separate trusts under this agreement may have the same or different trustees.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any county. The trustee need not register a trust with any court.

If another corporation succeeds to part or all of the trust business of a corporate trustee acting or appointed to act hereunder, that corporation shall be the successor corporate trustee, without the necessity of appointment, assignment or other action.

The corporate trustee shall have custody of the trust property, keep the records of the trust and prepare the accounts. If the corporate trustee proposes the investment, sale or voting of trust property and the individual trustee fails to respond to the proposal within 10 days after being requested to do so in writing, the corporate trustee may carry out the proposal without a response from the individual trustee. The individual trustee may at any time or times by a writing delivered to the corporate trustee delegate to it any or all of his or her powers. The statement of the corporate trustee as to whether the individual trustee is acting or has delegated to it any or all of his or her powers shall fully protect all persons dealing with the trust.

Except as otherwise specifically provided, if at any time the trustees shall be evenly divided, the decision of the corporate [or individual] trustee shall control. The dissenting trustee shall have no liability for participating in or carrying out the acts of the controlling trustee.
Both settlors usually will act as initial co–trustees of their revocable trust. However, if one of the settlors will act as sole initial trustee of the trust, use one of the foregoing REVOCABLE TRUST AGREEMENT forms, but substitute the following provisions for the opening paragraph of the agreement, the TRUSTEE SUCCESSION and TRUSTEE FOR OUT–OF–STATE PROPERTY sections in the ADMINISTRATIVE PROVISIONS article, and the TESTIMONIUM:

THIS AGREEMENT is made this _____ day of ____________________, 20___, between JOHN DOE and MARY DOE, husband and wife, of __________, __________, as settlors, and JOHN DOE, as trustee.

* * * * *

SECTION ___: Settlor JOHN DOE may resign as trustee at any time by written notice to NORTHERN TRUST [insert full legal name of applicable NORTHERN TRUST bank throughout the instrument], of __________, __________, and to settlor MARY DOE if living, otherwise to each beneficiary then entitled to receive or eligible to have the benefit of the income from the trust. After JOHN DOE resigns, dies or is unable to manage his affairs, NORTHERN TRUST shall be sole successor trustee. Upon the death of MARY DOE, NORTHERN TRUST, if not then acting, shall become co–trustee hereunder.

After the death of the deceased settlor the individual trustee, if any, shall have jointly with the corporate trustee all the powers given the trustee, except that the individual trustee shall not participate in the exercise of any tax election or allocation which affects his interests or the interests of any person to whom he is legally obligated or any discretion to determine the propriety or amount of payments or distributions of income or principal to himself or to any person to whom he is legally obligated, or possess any of the incidents of ownership with respect to any policy of insurance on his life, and the corporate trustee alone shall exercise that tax election, allocation or discretion and possess those incidents of ownership. The term “trustee” shall mean the trustee or trustees from time to time qualified and acting, and the term “corporate trustee” shall mean NORTHERN TRUST and any successor to it from time to time qualified and acting. The compensation, if any, of the individual trustee shall be in addition to the full fee of the corporate trustee.
If it is desired that a successor trustee be a corporation, substitute for last clause in second sentence of third paragraph of the TRUSTEE SUCCESSION section:

56 . . . , but any successor trustee shall be a bank or trust company qualified to accept trusts.
Any successor trustee or corporate trustee may resign at any time by written notice to the settlors during their joint lifetime and thereafter to each beneficiary then entitled to receive or eligible to have the benefit of the income from the trust. In case of the resignation, refusal or inability to act of any successor trustee or corporate trustee acting or appointed to act hereunder, a successor trustee shall be appointed by the settlors during their joint lifetime and thereafter by the beneficiary or a majority in interest of the beneficiaries then entitled to receive or eligible to have the benefit of the income from the trust (or if their interests are indefinite, by a majority in number of the oldest generation of such beneficiaries), but no beneficiary or person legally obligated to a beneficiary shall be a successor trustee. Separate trusts under this agreement may have the same or different trustees.

Every successor trustee shall have all the powers given the originally named trustee. A successor trustee has no duty to inquire into the accounts or administration of any predecessor trustee and is not personally liable for any act or omission of any predecessor trustee. With the approval of the settlors during their joint lifetime and thereafter with the approval of the beneficiaries appointing a successor trustee, a successor trustee may accept the account rendered and the property received as a complete release and discharge to a predecessor trustee without incurring any liability for so doing, except that a successor to JOHN DOE as trustee shall without approval accept the assets delivered to the successor trustee as constituting all of the property to which the successor trustee is entitled.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. The trustee need not register a trust with any court.

If another corporation succeeds to part or all of the trust business of a corporate trustee acting or appointed to act hereunder, that corporation shall be the successor corporate trustee, without the necessity of appointment, assignment or other action.

The corporate trustee shall have custody of the trust property, keep the records of the trust and prepare the accounts. If the corporate trustee proposes the investment, sale or voting of trust property and the individual trustee fails to respond to the proposal within 10 days after being requested to do so in writing, the corporate trustee may carry out the proposal without a response from the individual trustee. The individual trustee may at any time or times by a writing delivered to the corporate trustee delegate to it any or all of his powers. The statement of the corporate trustee as to whether the individual trustee is acting or has delegated to it any or all of his powers shall fully protect all persons dealing with the trust.

Except as otherwise specifically provided, if at any time the trustees shall be evenly divided, the decision of the individual [or corporate] trustee shall control. The dissenting trustee shall have no liability for participating in or carrying out the acts of the controlling trustee.
SECTION ___: If for any reason either trustee is unwilling or unable to act as to any property, the remaining trustee if willing and able to act, otherwise such person or qualified corporation as the trustees shall from time to time designate in writing, shall act as special trustee as to that property. Any person or corporation acting as special trustee may resign at any time by written notice to the trustees. Each special trustee shall have the powers granted to the trustees by this agreement, to be exercised only with the approval of the trustees, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this agreement.

* * * * *

IN WITNESS WHEREOF JOHN DOE and MARY DOE, husband and wife, have signed this agreement the day and year first above written.

________________________________________
JOHN DOE, individually and as trustee

________________________________________
MARY DOE, individually