

THE ENHANCED IRA[®]
A GUIDE FOR ATTORNEYS

THE ENHANCED IRA®

TABLE OF CONTENTS

	Page
INTRODUCTION.....	3
ABOUT OUR FIRM.....	4
ABOUT THIS GUIDE.....	4
OVERVIEW	4
FUNDING THE CREDIT SHELTER TRUST WITH THE ENHANCED IRA	5
<i>Sample Language:</i>	
Designation of the Credit Shelter Trust as Beneficiary of IRA.....	6
Designation of the Credit Shelter Trust as Beneficiary Via Disclaimer	7
FUNDING THE MARITAL TRUST WITH THE ENHANCED IRA.....	8
<i>Sample Language:</i>	
Designation of the Marital Trust as Beneficiary of IRA	9
Formula Election and Designation of Marital Trust as Beneficiary of IRA.....	10
FUNDING A CHARITABLE REMAINDER TRUST WITH THE ENHANCED IRA.....	12
<i>Sample Language:</i>	
Designation Charitable Bequest as Beneficiary of IRA.....	12
RAYMOND JAMES TRUST, N.A. REQUESTED LANGUAGE.....	13
Powers of Corporate Trustee	13
Accounting and Compensation.....	14
Review of Prior Trustee Actions.....	14
Resignation	14
Environmental Analysis.....	15

INTRODUCTION

For Our Attorney Friends,

The following materials are intended to help you utilize the Raymond James Enhanced IRA. The Enhanced IRA helps our mutual clients more easily blend their estate and retirement plans through trusts tailored to hold IRA benefits, specialized beneficiary designations, professional trust services and your advice.

We have designed the Enhanced IRA to maximize flexibility in meeting family objectives while retaining the ability to minimize income and estate taxes. Not only are there a number of “standard” choices that the client can make in regard to beneficiary designations, investment control, and payout options, but we allow for custom-drafted beneficiary designations as well. Equally important, the Enhanced IRA provides for the client’s needs in the event of incapacity.

When using the Enhanced IRA, the client consults with you on his/her estate plan. After the appropriate documents have been drawn for the client’s estate plan, the client opens an Enhanced IRA, choosing first whether the IRA will be initially Self Directed or a Full Trustee arrangement. If the client is willing and capable, choosing the Self-Directed phase will minimize costs—and in the event of incapacity or death, the IRA will move to the Full Trustee phase. This arrangement allows the client to enjoy the low administrative fees of a self-directed IRA until such time as professional trust services are actually necessary.

Additionally, the client can choose either one of several suggested beneficiary designations provided in the Adoption Agreement, or a beneficiary designation custom drafted by you. Finally, the client can choose to restrict both the investment control and the payout of the IRA for all or certain beneficiaries in order to ensure that estate planning concerns about individual beneficiaries are addressed.

Should you have any questions about the Enhanced IRA, please contact the Raymond James Trust, N.A. at 1-800-248-8863, ext. 2300.

Very truly yours,

Raymond James Trust, N. A.

ABOUT OUR FIRM

Raymond James Trust, N.A. (RJTNA), founded in 1992, is a federally chartered national trust bank regulated by the Office of the Comptroller of the Currency (OCC). As a national trust bank, RJTNA is regularly examined by internal auditors, by an independent firm of certified public accountants, and by the Office of the Comptroller of the Currency. RJTNA is a wholly owned subsidiary of Raymond James Financial, Inc. (RJF). RJF is located at 880 Carillon Parkway, St. Petersburg, Florida, and its shares trade on the New York Stock Exchange under the symbol “RJF”.

ABOUT THIS GUIDE

In our work with clients, we have run across an increasing number for whom their IRA is their single largest and most important financial asset. The minimum distribution rules, estate tax marital deduction and other income and estate tax provisions are confusing, at best, and at worst, seemingly contradictory. Many clients unwittingly make critical estate planning decisions with only the help of the teller at a local bank or an 800 number customer service representative. Further, many financial institutions do not understand these confusing procedures and accordingly, impose inflexible procedures on their clients and refuse to allow any deviations from their standard one page beneficiary designation form. We have created the *Enhanced IRA*, which we hope will help your clients, with your assistance, to intelligently blend their estate plan with their retirement plan.

This Guide is intended to provide you with beneficiary designation forms designed to work with the *Enhanced IRA*. We recognize that no two situations are the same, but we believe these documents will help you and your clients structure an overall estate plan. Should you have any questions about implementing the *Enhanced IRA* or about modifications to our model language, please call us. Raymond James Trust, N.A. can be reached at 1-800-248-8863, ext. 2300.

OVERVIEW

The *Enhanced IRA* was created specifically for several estate planning situations common to our mutual clients:

- | The client with a large IRA who will need the assets in the IRA managed in the event of incapacity,
- | The client whose IRA, relative to other assets, is too large to allow for funding his/her exemption equivalent without involving the IRA,
- | The client for whom a QTIP (or QDOT) trust arrangement is appropriate, and
- | The client who has charitable designs for his/her IRA.

The *Enhanced IRA* takes advantage of the provisions under Section 401(a)(9) of the Internal Revenue Code and related regulations allowing trusts to qualify as a “designated beneficiary” for required minimum distribution purposes. Under those rules, taxpayers can “look through” a trust and use the age of its eldest beneficiary to determine a life expectancy factor, provided:

- | The trust is valid under state law,
- | The trust has identifiable beneficiaries,
- | The custodian of the IRA has a copy of the trust and
- | The trust is irrevocable or becomes irrevocable by its terms at the death of the IRA participant.

FUNDING THE CREDIT SHELTER TRUST WITH THE ENHANCED IRA

The **Enhanced IRA** can be used to fund a client's applicable exclusion amount. As of 2009, the federal exemption for estate taxes is \$3,500,000. State estate tax exemptions differ from state to state and must be considered when deciding how to dispose of a client's IRA as well. As the exclusion amounts increase, more and more clients need to use all or a portion of their IRA to fund their credit shelter trusts.

In most cases, the lifetime minimum required distributions should not be affected by naming a credit shelter trust as the primary beneficiary of an IRA. The participant will use the Uniform Table and distributions will be based on the joint life expectancy of the participant and a hypothetical beneficiary who is ten years younger. If the participant's spouse is more than ten years younger than the participant, he/she may want to consider naming the spouse, rather than the credit shelter trust, as the primary beneficiary as it may be possible to decrease minimum required distributions even further.

Minimum required distributions after the participant's death depend largely upon whether the beneficiary qualifies as a "designated beneficiary." To qualify, the trust must be drafted carefully and it must meet the requirements of a "see through trust". (See Reg. 1.401(a)(9)-4, A-5(b)) If the trust qualifies, the post death minimum required distributions will be based on the life expectancy of the oldest trust beneficiary (including the spouse) and the distributions will be calculated using the Single Life Table. If the participant dies after his/her required beginning date, the minimum required distributions can be based on the greater of the participant's remaining life expectancy as of his/her death and the life expectancy of the oldest trust beneficiary (again, including the spouse). If the credit shelter trust does not qualify, and the participant dies before his/her required beginning date, then the remaining assets of the **Enhanced IRA** must be distributed within five years of the participant's death. If the trust does not qualify, and the participant dies after his/her required beginning date, then the distributions will be based on the participant's remaining life expectancy.

If the surviving spouse wants to roll-over the benefits, naming the credit shelter trust as the primary beneficiary may not be the appropriate choice for the client and an alternative dispositive scheme should be considered. Unless the trust contains certain provisions, the spouse is usually not permitted to roll-over any benefits he/she is entitled to through the trust.

The **Enhanced IRA** beneficiary designations contemplate a credit shelter trust which pays all trust income to the surviving spouse for his/her life. If a trust which retains some or all of trust income is more advisable, the language of the beneficiary designation should be modified to fit the language of the trust.

SAMPLE LANGUAGE

DESIGNATION OF CREDIT SHELTER TRUST AS BENEFICIARY OF IRA

I hereby direct that the Individual Retirement Account to which this beneficiary designation form pertains, account # _____ held at Raymond James Trust, N.A. (“My IRA”) is to be distributed in the manner provided for below:

I designate as my primary beneficiary _____ (name of trustee or trustees), and his/her successors, as the trustee of the _____ (name of the credit shelter trust in the relevant trust) established under Article ____ (article under which the credit shelter trust is created) of the _____ Revocable Trust (full name of the trust), an agreement of trust dated _____ (date of trust), as amended (the “Credit Shelter Trust”).

Regardless of whether I died prior to the commencement of payments from My IRA, the trustee of My IRA shall, at the direction of the trustee of the Credit Shelter Trust, direct the payment of annual distributions to the Credit Shelter Trustee of an amount equal to the Minimum Required Distributions under the Internal Revenue Code and Article IV of the IRA Trust. The Minimum Required Distribution for any year means: (1) the value of My IRA determined as of the preceding year-end, divided by (2) the Applicable Distribution Period; or such greater amount (if any) as the trustees of the Credit Shelter Trust shall be required to withdraw under the laws then applicable to the Credit Shelter Trust to avoid penalty. Notwithstanding the foregoing, the Minimum Required Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to My IRA during such year under the Minimum Distribution Rules, minus (b) the amounts actually distributed to me with respect to My IRA during such year. The terms Applicable Distribution Period, Minimum Distribution Rules and Minimum Required Distributions shall have the same meaning as provided under § 401(a)(9) of the Internal Revenue Code and the Regulations there under.

The law of _____ shall apply solely for the purpose of interpreting my intent as expressed in this designation of beneficiary form. This provision is not intended to amend or supersede any governing law provision in the *Enhanced IRA* agreement with respect to the interpretation and administration of the *Enhanced IRA* agreement.

Signed and dated this _____ day of _____, 20____

Receipt of the above beneficiary designation form is hereby acknowledged this _____ day of _____, 20____

DESIGNATION OF THE CREDIT SHELTER TRUST AS BENEFICIARY OF IRA VIA DISCLAIMER

(This form may be useful for a client who does not have sufficient non-IRA assets to fully fund his/her credit shelter trust, but still wants to leave the benefits to the surviving spouse and allow the spouse to make the ultimate decision as to how much should pass to the credit shelter trust.)

I hereby direct that the Individual Retirement Account to which this beneficiary designation form pertains, account # _____ held at Raymond James Trust, N.A. ("My IRA ") is to be distributed in the manner provided for below:

PRIMARY BENEFICIARY:

I designate as my primary beneficiary my spouse, _____, if my spouse survives me (SSN # _____)

CONTINGENT BENEFICIARY IN CASE OF DISCLAIMER:

If my spouse survives me, but disclaims My IRA (or part of it), I hereby designate as my contingent beneficiary, to receive the part (or all) of My IRA so disclaimed, _____ (name of trustee or trustees), and his/her successors, as the trustee of the _____ (name of the credit shelter trust in the relevant trust) established under Article ____ (article under which the credit shelter trust is created) of the _____ Revocable Trust (full name of the trust), an agreement of trust dated _____ (date of trust), as amended (the "Credit Shelter Trust"), provided that with respect to any portion of My IRA that is also disclaimed by the trustee of the Credit Shelter Trust, or with respect to which my spouse also disclaims all interests passing to my spouse under said Credit Shelter Trust, my spouse shall be deemed to have predeceased me.

CONTINGENT BENEFICIARY IN CASE OF DEATH:

If my spouse does not survive me, or with respect to any portion of My IRA as to which my spouse is deemed (pursuant to the preceding paragraph) to have predeceased me, I hereby designate as my contingent beneficiary: _____.

HONORING DISCLAIMERS:

If a beneficiary disclaims all or any portion of any interest in My IRA to which such beneficiary would otherwise be entitled under the foregoing provisions hereof, by means of a written disclaimer which either purports to be, or appears to be, a qualified disclaimer within the meaning of § 2518 of the Internal Revenue Code, then that beneficiary shall be deemed (as to the interest so disclaimed) to have predeceased me, the interest so disclaimed shall pass as if such beneficiary had predeceased me, and the beneficiary who takes the interest so disclaimed shall be deemed to be my beneficiary under the plan for all purposes. This provision shall not be construed to prevent an interest disclaimed by my spouse from passing to my spouse by other means.

Regardless of whether I died prior to the commencement of payments from My IRA, the trustee of My IRA shall, at the direction of the trustee of the Credit Shelter Trust, direct the payment of annual distributions to the Credit Shelter Trustee of an amount equal to the Minimum Required Distributions under the Internal Revenue Code and Article IV of the IRA Trust. The Minimum Required Distribution for any year means: (1) the value of My IRA determined as of the preceding year-end, divided by (2) the Applicable Distribution Period; or such greater amount (if any) as the trustees of the Credit Shelter Trust shall be required to withdraw under the laws then applicable to the Credit Shelter Trust to avoid penalty. Notwithstanding the foregoing, the Minimum Required Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to My IRA during such year under the Minimum Distribution Rules, minus (b) the amounts actually distributed to me with respect to My IRA during such year. The terms Applicable Distribution Period, Minimum Distribution Rules and Minimum Required Distributions shall have the same meaning as provided under § 401(a)(9) of the Internal Revenue Code and the Regulations there under.

The law of _____ shall apply solely for the purpose of interpreting my intent as expressed in this designation of beneficiary form. This provision is not intended to amend or supersede any governing law provision in the *Enhanced IRA* agreement with respect to the interpretation and administration of the **Enhanced IRA** agreement.

Signed and dated this _____ day of _____, 20____

Receipt of the above beneficiary designation form is hereby acknowledged this _____ day of _____, 20____

FUNDING A MARITAL TRUST WITH THE ENHANCED IRA

The *Enhanced IRA* was designed to meet the requirements of Revenue Ruling 2000-2 and 2006-26. These rulings require that:

- | The distribution from the IRA to the marital trust must be the greater of the required minimum distribution or the net income of the marital trust for that year; and
- | That the spouse has the right to all of the marital trust's income and the IRA's income annually.

The minimum required distribution rules are the same whether a marital trust (often referred to as a QTIP (qualified terminable interest) trust) or a credit shelter trust is named as the beneficiary. These rules are discussed in the prior section regarding the credit shelter trust.

Despite the significant income tax benefits of naming the spouse outright as the primary beneficiary, many clients want to control the disposition of the IRA after the spouse's death. Other clients are simply not comfortable leaving assets outright to the spouse. Accordingly, many clients chose to leave benefits to a marital trust for the benefit of the surviving spouse.

SAMPLE LANGUAGE

DESIGNATION OF THE MARITAL TRUST AS BENEFICIARY OF IRA

I hereby direct that the Individual Retirement Account to which this beneficiary designation form pertains, account # _____ held at Raymond James Trust, N.A. ("My IRA ") is to be distributed in the manner provided for below:

I designate as my primary beneficiary _____ (name of trustee or trustees), and his/her successors, as the trustee of the _____ (name of the marital trust in the relevant trust) established under Article ____ (article under which the marital trust is created) of the _____ Revocable Trust (full name of the trust), an agreement of trust dated _____ (date of trust), as amended (the "Marital Trust").

Regardless of whether I died prior to the commencement of payments from My IRA, the trustee of My IRA shall, at the direction of the trustee of the Marital Trust make payments from My IRA to the Marital Trust to the extent necessary so that all of the income from My IRA shall be distributed annually to the Marital Trust designated as beneficiary in this paragraph, even if such payment shall exceed the Minimum Required Distribution under Article IV of the IRA Trust. The Minimum Required Distribution for any year means: (1) the value of My IRA determined as of the preceding year-end, divided by (2) the Applicable Distribution Period; or such greater amount (if any) as the trustees of the Marital Trust shall be required to withdraw under the laws then applicable to the Marital Trust to avoid penalty. Notwithstanding the foregoing, the Minimum Required Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to My IRA during such year under the Minimum Distribution Rules, minus (b) the amounts actually distributed to me with respect to My IRA during such year. The terms Applicable Distribution Period, Minimum Distribution Rules and Minimum Required Distributions shall have the same meaning as provided under § 401(a)(9) of the Internal Revenue Code and the Regulations there under.

The law of _____ shall apply solely for the purpose of interpreting my intent as expressed in this designation of beneficiary form. This provision is not intended to amend or supersede any governing law provision in the **Enhanced IRA** agreement with respect to the interpretation and administration of the

Enhanced IRA agreement. Signed and dated this _____ day of _____, 20____

Receipt of the above beneficiary designation form is hereby acknowledged this _____ day of _____, 20____

FORMULA ELECTION AND DESIGNATION OF MARITAL TRUST AS BENEFICIARY OF IRA

I hereby direct that the Individual Retirement Account to which this beneficiary designation form pertains, account # _____ held at Raymond James Trust, N.A. (“My IRA “) is to be distributed in the manner provided for below:

If my spouse survives me, I designate _____ (name of trustee or trustees), and his/her successors, as the trustee of the _____ (name of the marital trust in the relevant trust) established under Article ____ (article under which the marital trust is created) of the _____ Revocable Trust (full name of the trust), an agreement of trust dated _____ (date of trust), as amended (the “Marital Trust”) as the primary beneficiary of a fraction of My IRA determined as follows: The numerator of the fraction will be the smallest pecuniary amount that, if given outright to my spouse, would eliminate or reduce to the lowest possible sum the aggregate state and federal estate tax liability of my estate. This amount will be calculated by taking into account my applicable exclusion amount and all other tax credits, deductions, and other preferences allowed to my estate, based on the assumption that an election is made to qualify all of the property in the Marital Trust for the marital deduction. The amount of this gift, however, is not conditioned upon such an election being made and will not be adjusted because of any disclaimer by my spouse. The denominator of the fraction will be the value of My IRA available for distribution. The trustee of the Marital Trust shall determine and direct the trustee of My IRA as to the amount passing to the Marital Trust.

I also designate as the primary beneficiary of the remaining portion of My IRA _____ (name of trustee or trustees), and his/her successors, as the trustee of the _____ (name of the credit shelter trust in the relevant trust) established under Article ____ (article under which the credit shelter trust is created) of the _____ Revocable Trust (full name of the trust), an agreement of trust dated _____ (date of trust), as amended (the “Credit Shelter Trust”).

Regardless of whether I died prior to the commencement of payments from My IRA, the trustee of My IRA shall, at the direction of the trustee of the Marital Trust make payments from My IRA to the Marital Trust to the extent necessary so that all of the income from My IRA shall be distributed annually to the Marital Trust designated as beneficiary in this paragraph, even if such payment shall exceed the Minimum Required Distribution under Article IV of the IRA Trust. The Minimum Required Distribution for any year means: (1) the value of My IRA determined as of the preceding year-end, divided by (2) the Applicable Distribution Period; or such greater amount (if any) as the trustees of the Marital Trust shall be required

to withdraw under the laws then applicable to the Marital Trust to avoid penalty. Notwithstanding the foregoing, the Minimum Required Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to My IRA during such year under the Minimum Distribution Rules, minus (b) the amounts actually distributed to me with respect to My IRA during such year. The terms Applicable Distribution Period, Minimum Distribution Rules and Minimum Required Distributions shall have the same meaning as provided under § 401(a)(9) of the Internal Revenue Code and the Regulations there under.

The law of _____ shall apply solely for the purpose of interpreting my intent as expressed in this designation of beneficiary form. This provision is not intended to amend or supersede any governing law provision in the **Enhanced IRA** agreement with respect to the interpretation and administration of the **Enhanced IRA** agreement.

Signed and dated this _____ day of _____, 20____

Receipt of the above beneficiary designation form is hereby acknowledged this _____ day of _____
_____, 20 _____

FUNDING A CHARITABLE BEQUEST WITH THE ENHANCED IRA

Clients with charitable desires may wish to give their IRA outright to one or more charities or to benefit charity through a trust, including but not limited to a charitable remainder trust. The Enhanced IRA allows for both of these possibilities.

Whether death occurs before or after the required beginning date, the Enhanced IRA balance is transferred, income tax free, to the charities designated as beneficiaries. Accordingly, with respect to income taxes, naming charities as beneficiaries of a client's IRA is the most tax efficient way to dispose of these assets.

SAMPLE LANGUAGE

DESIGNATION OF CHARITABLE REMAINDER TRUST AS BENEFICIARY OF IRA

I hereby direct that the Individual Retirement Account to which this beneficiary designation form pertains, account # _____ held at Raymond James Trust, N.A. ("My IRA ") is to be distributed in the manner provided for below:

I designate as my primary beneficiary _____ (name of trustee or trustees), and his/her successors, as the trustee of the _____ (name of the charitable trust), an agreement of trust dated _____ (date of trust), as amended (the "Charitable Trust"), which trust is intended to qualify as a charitable remainder trust under Section 664 of the Internal Revenue Code of 1986, as amended.

(NOTE TO ATTORNEY: No additions are allowed to be made to a Charitable Remainder Annuity Trust after the initial funding.)

The law of _____ shall apply solely for the purpose of interpreting my intent as expressed in this designation of beneficiary form. This provision is not intended to amend or supersede any governing law provision in the **Enhanced IRA** agreement with respect to the interpretation and administration of the **Enhanced IRA** agreement.

Signed and dated this _____ day of _____, 20____

Receipt of the above beneficiary designation form is hereby acknowledged this _____ day of _____, 20____

RAYMOND JAMES TRUST, N.A.

REQUESTED LANGUAGE

The following is language we request be used if we are to serve as trustee of a trust. Should you have questions or concerns about the language, please contact us. Should you require a copy of our fee schedule, additional copies of this guide or other materials, please contact us.

POWERS OF CORPORATE TRUSTEE

Raymond James Trust, N.A., as Trustee, shall have the following authority and powers in addition to the authority and powers granted by law and those enumerated in this Trust Agreement:

- | To invest and reinvest the Trust fund in its discretion. It is acknowledged that the Trustee is an affiliate of Raymond James Financial, Inc. and that when Trustee exercises such discretion, Trustee is authorized to engage the services of Raymond James Financial, Inc. or any of its affiliates and to compensate them from the Trust fund. Such services include, but are not limited to: investment management or advice with respect to investments in mutual funds, bonds, stocks and other securities or accounts offered or managed by affiliates; acting as broker/dealer to execute transactions at retail rates of commission and purchasing any securities underwritten and/or offered or issued by affiliated corporations, including those offered as a principal.
- | To execute securities transactions without providing written confirmation thereof to any beneficiary and to execute securities transactions through any broker/dealer, including an affiliate of the Trustee, at normal retail rates of commissions.
- | To employ and compensate from the Trust fund, investment counsel or advisors, custodians, brokers (including any who are affiliated with the Trustee), agents or attorneys, which compensation or fees shall not be charged against the compensation of the Trustee and shall be paid from the Trust.
- | To vote directly or by proxy at any election or stockholder's meeting any shares of stock held hereunder, including shares of any mutual fund for which Trustee, or one or more of its affiliates, is the advisor.
- | To hold any or all securities or property in Trust's name, in the name of the Trustee, on in the name of a nominee or a nominee of an affiliate, and in accounts or deposits administered in any location by Trustee or any affiliate of Trustee. In the event the same are held in its own name or in the name of a nominee or nominees, suitable designation is to be made upon the books and records of trustee that such securities or property are so held as part of any trusts hereunder.
- | To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as

advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will. The Trustee may use an affiliate, even though the costs associated with a particular service rendered by an affiliate may not be the lowest and the trustee shall incur no liability as a result thereof.

ACCOUNTING AND COMPENSATION

The Trustee shall render an accounting of receipts and disbursements at least annually to the Grantor, if living, otherwise to each beneficiary, who is sui juris, or to the guardian of the beneficiary if the beneficiary is not then sui juris, for such beneficiary's share. The Corporate Trustee shall be reimbursed for all reasonable expenses incurred in the administration of the Trust and may retain payment for its fees as such fees are adopted in its schedule of fees by the Board of Directors, in effect when such compensation is payable.

The Grantor understands that affiliates of the Raymond James Trust Services Group, . may receive payments from investments including but not limited to stock, bonds and mutual funds, in which the Trustee has invested, including payment for investment advisory or management fees, brokerage fees and commissions, and payments for other administrative services. The Grantor agrees that these payments will not offset such fees as the Corporate Trustee may receive from the Trust property as an expense of administration.

Trustee shall be entitled to receive, out of the income and principal of the Trust fund compensation for its services hereunder, to be determined from time to time by the application of the schedule of fees published by Trustee and in effect at the time such fees are charged for trusts of similar size and character, and in the event that Trustee shall be called upon to render any extraordinary services, it shall be entitled to additional compensation therefore

Receipt of a Fee Schedule, effective on the date of this instrument is acknowledged. It is further acknowledged that the Board of Directors may, from time to time adjust, its Schedule of Fees and services and that this Trust shall be subject to such adjustment.

REVIEW OF PRIOR TRUSTEE

No Successor Trustee hereunder shall be under any duty or responsibility to audit or review the actions or accountings of any predecessor Trustee and any Successor Trustee hereunder is expressly relieved and discharged from any liability or responsibility from any actions or failure to act of such Predecessor.

RESIGNATION

The Trustee shall have the right to resign thirty days (30) after providing written notice to the grantor or beneficiary of such intent to resign.

ENVIRONMENTAL ANALYSIS

The Trustee shall have the right to use and expend the trust income and principal to:

- | Conduct or cause to be conducted environmental investigations of the trust property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related inquiries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law (“environmental laws”);
- | Take appropriate remedial action to contain, clean up or remove any actual or threatened environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on the trust property and notify the appropriate federal, state or local authorities either on its own accord or in response to an actual or threatened violation of environmental laws;
- | Institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of the trust property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and
- | Employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions. Any expenses or costs incurred by the trustee under this subparagraph may be charged against income or principal as the trustee shall determine.

Raymond James Trust N.A. Main Office
880 Carillon Parkway | St. Petersburg, FL 33716
727-567-2300 | Toll-Free: 800-248-8863, Ext. 72300 | raymondjamestrust.com

Chicago Trust Office
8770 West Bryn Mawr Avenue, Suite 1300 | Chicago, IL 60631
773-867-8149 | Toll-Free: 866-794-4640

Florida East Coast Trust Office
Las Olas Place | 300 Southeast Second Street, Suite 740 | Ft. Lauderdale, FL 33301
954-828-1295 | Toll-Free: 800-207-0878

Orlando Trust Office
200 Colonial Center Parkway, Suite 170 | Lake Mary, FL 32746
407-333-2166 | Toll-Free: 800-218-1420

Tacoma Trust Office
1498 Pacific Avenue, Suite 500 | Tacoma, WA 98402
253-572-5339 | Toll-Free: 800-572-5339

RAYMOND JAMES®

Individual solutions from independent advisors

Raymond James Trust N.A.
International Headquarters: The Raymond James Financial Center
880 Carillon Parkway | St. Petersburg, FL 33716
727-567-2300 | Toll-Free: 800-248-8863, ext. 72300 | raymondjamestrust.com