

SAMPLE MODEL LANGUAGE FOR EDWARD JONES TRUST COMPANY

FOR THE USE OF LEGAL COUNSEL ONLY

This sample model language is provided for the reference of the drafting attorney as an educational and informational aid ONLY. EDWARD JONES TRUST COMPANY and other contributors to this form hereby expressly disclaim any liability for the use of the sample trust agreement and expressly state that no express or implied warranty is made as to the effectiveness, validity or suitability of the language for tax or legal purposes. The drafting lawyer is cautioned that the sample language has been prepared with an emphasis on general federal tax law and may not be appropriate to the state law requirements of any particular state and that federal tax law changes constantly, requiring a current knowledge of federal income and transfer tax law at the time a particular client's documents are planned and drafted. As always, the drafting lawyer is responsible for making all necessary modifications to the sample language to make its use appropriate to the client's situation and to assure compliance with both federal tax law and applicable local law.

Edward Jones Trust Company does not provide tax or legal advice. Any tax-related discussion that may be contained in this presentation or these materials is not intended or written to be used, and cannot be used, for the purpose of avoiding any penalties under the Internal Revenue Code or for the purpose of promoting, or marketing, or recommending any tax-related matters addressed herein. Nothing contained herein is intended to constitute, nor should be relied upon as, a covered opinion as defined in regulations governing practice before the Internal Revenue Service (Circular 230). Tax advice should be sought from an independent tax advisor and should be based on the taxpayer's particular circumstances.

___ Special Provisions Governing the Administration of this Trust When Edward Jones Trust Company is Serving as Trustee.

During any period in which Edward Jones Trust Company is serving as a trustee of this trust, the provisions set forth in this Article shall control. The provisions are as follows:

(a) Special Provisions Relating to Edward Jones Trust Company.

Grantor recognizes that EDWARD JONES TRUST COMPANY is a subsidiary of the Jones Financial Companies, L.L.L.P., a Missouri limited liability limited partnership, domiciled in the state of Missouri. While EDWARD JONES TRUST COMPANY is serving as a Trustee hereunder, the following additional provisions shall apply, and to the extent of any inconsistency between the following provisions and the other provisions of this document, these provisions shall control.

(1) Permitted Activities. EDWARD JONES TRUST COMPANY or any subsidiary or affiliate of the Jones Financial Companies, L.L.L.P. (hereinafter referred to collectively as an "Affiliate") may deal between such trust estate and themselves or any other Affiliate in any principal or agency transaction, either party acting in any capacity, in buying, selling, pledging, leasing and exchanging assets, in furnishing or receiving goods, services, or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in their discretion, such transaction shall be in the best interests of the beneficiaries of the trust. The foregoing shall apply regardless of any compensation, gain, or profit derived by any Affiliate acting in any capacity in connection with any such transaction. An Affiliate may furnish services to any trust estate created in this trust instrument in any capacity as may be necessary or desirable in the Trustees' sole discretion for the proper management, protection and sale or other disposition of any part of the trust estate and may receive customary and reasonable compensation for services in any such capacity without reduction for any compensation paid to EDWARD JONES TRUST COMPANY for its services as Trustee. Edward Jones Trust Company may from time to time, hold or invest assets in mutual funds, money market funds, annuities or other investments. The fund management companies and their affiliates engaged in operating and distributing such funds or investments may receive various commissions or fees for their services as described in the respective funds' prospectus, and such commissions or fees are separate from and will not affect the fees due Edward Jones Trust Company. A portion of such fees received by the fund management companies and their affiliates may, in turn, be paid to Edward Jones Trust Company or its affiliates, including but not limited to the Edward Jones brokerage firm, for administrative, recordkeeping or shareholder services as and to the extent authorized by Rule 12b-1 under the Investment Company Act of 1940, as amended, or otherwise approved by the fund and its directors. Additionally, Edward Jones Trust Company, or its affiliates, including but not limited to the Edward Jones brokerage firm, may receive certain payments known as "revenue sharing" from certain mutual fund management companies. Such payments may be based on the average asset values or the sales of fund shares during an applicable period. To the extent the above described fees or payments arise from assets held by Edward Jones Trust Company, they may be retained by or credited to the firm without reducing the amount of fees payable

to Edward Jones Trust Company by the accounts holding such investments. In the event that any person employed by EDWARD JONES TRUST COMPANY or any Affiliate shall also be acting as an officer or director of any corporation in which the trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation therefor in the same manner as if he or she were not employed by EDWARD JONES TRUST COMPANY or Affiliate, and shall not be disqualified from voting for his or her election to such officer or for membership on the board of directors by reason of such employment or by reason of receiving compensation for such employment.

(2) **Powers Regarding Affiliates.** EDWARD JONES TRUST COMPANY shall have the following specific powers as to the trust estate and may exercise the same in its sole discretion without court order or approval: (i) to engage the services of any Affiliate, and, without limiting the generality of this authorization, the services of Edward Jones, its main operating subsidiary, with respect to the following matters: (A) To manage or advise on the investments of any trust estate created hereunder; (B) to invest the assets of any trust estate in any financial instrument or investment vehicle sold, managed, advised, or currently distributed, underwritten or issued by any Affiliate, including but not limited to money market funds, mutual funds, and certificates of deposit; provided, however, that such investment is a qualified investment for a corporate fiduciary under Missouri law; (C) to act as a broker or dealer to execute transactions and to provide other services with respect to any trust estate, including the purchase of any stocks, bonds or other securities, insurance, annuities and any other financial instruments or investment vehicles currently distributed, underwritten or issued by any Affiliate; (D) to perform trust operations, custody and recordkeeping functions on behalf of EDWARD JONES TRUST COMPANY; and (E) to pay for services rendered by any Affiliate from the assets of the trust estate as an expense of trust administration, without diminution of any payment that EDWARD JONES TRUST COMPANY may receive as trustee, and recognizing that EDWARD JONES TRUST COMPANY may also receive credit or other compensation from any Affiliate for services EDWARD JONES TRUST COMPANY may perform, and may exchange services with any Affiliate; (ii) to cause or permit all or any part of any trust estate to be held, maintained or managed in accounts or deposits administered in any jurisdiction, inside or outside the United States of America, and to hold any trust property in the name of its nominee or nominee of any Affiliate; and (iii) to submit to binding arbitration, at its discretion, any claim or dispute that may arise with respect to administration of the trust by EDWARD JONES TRUST COMPANY or any related actions of any Affiliate.

(3) **Appointment of Special Trustee.** EDWARD JONES TRUST COMPANY is authorized to appoint a person or qualified corporation at any time to act as special Trustee (the "Special Trustee") for the administration of property with respect to which EDWARD JONES TRUST COMPANY shall make the determination, in its discretion, that it is not eligible to act or cannot administer in a practicable manner. EDWARD JONES TRUST COMPANY may at any time revoke such appointment. So long as any such appointment is in effect, any power or authority that would be exercisable by EDWARD JONES TRUST COMPANY with respect to the assets to be

administered by the Special Trustee may be exercised by the Special Trustee with the same force and effect as if EDWARD JONES TRUST COMPANY had itself taken such action in the absence of any such restriction or limitation. The Special Trustee shall act without bond or security and need not account to any court. The Special Trustee may receive and retain customary and reasonable compensation for services in such capacity in addition to the compensation to which EDWARD JONES TRUST COMPANY is entitled under this instrument.

(4) **Nonpublic Information; No Duty to Act.** EDWARD JONES TRUST COMPANY shall be under no duty and shall not be liable to any beneficiary for failure to buy, sell or engage in any transaction directly or indirectly involving securities concerning which EDWARD JONES TRUST COMPANY, in its corporate capacity or otherwise, may have acquired any information which has not been disclosed to the public. In this regard, information required by any Affiliate shall not be imputed to EDWARD JONES TRUST COMPANY.

(5) **Indemnification of the Successor Trustee.** Grantor covenants and agrees with EDWARD JONES TRUST COMPANY to indemnify and save and hold it and its Affiliates harmless from and against any and all claims, demands, losses, liabilities, damages and expenses of whatever kind and nature which Grantor or the trust may at any time sustain by reason or in consequence of any thing done or omitted with respect to the administration of the trust prior to EDWARD JONES TRUST COMPANY'S receipt of the assets, it being Grantor's intention that EDWARD JONES TRUST COMPANY shall be accountable only from the date it receives the assets of the trust as evidenced by the periodic customer trust account statement.

(6) **Acceptance of Certain Trust Property and Indemnification for Environmental Expenses.** Except as otherwise specifically agreed to by EDWARD JONES TRUST COMPANY, it shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a fiduciary with respect to, any real property, including any real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation or any interest in any such business enterprise, which may become an asset of the trust until (i) an appropriate environmental analysis is performed at the expense of the trust to determine that conditions at such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations affecting such real property or such business enterprise and (ii) EDWARD JONES TRUST COMPANY has accepted such property as an asset of the trust by a separate writing delivered to the Grantor, if living, or, if not, to the then current income beneficiary or beneficiaries of the trust (or their natural or legal guardians). In all events, EDWARD JONES TRUST COMPANY may decline to accept title to or act in any way as a fiduciary as to any such property which it has determined is or thereafter may be in violation of any such environmental law or regulation but accept appointment as a Trustee as to all other trust property. After its qualification, EDWARD JONES TRUST COMPANY shall have the right to reject any property proposed to be transferred to the trust.

EDWARD JONES TRUST COMPANY shall be held harmless from and shall be indemnified from the trust estate and by Grantor for any liability or expense, including reasonable attorneys' fees, incurred as a result of any violation, actual or

alleged, of any environmental law or regulation with respect to any property which EDWARD JONES TRUST COMPANY has actually or allegedly accepted.

EDWARD JONES TRUST COMPANY is expressly authorized to take such remedial action as it in its sole and absolute discretion deems appropriate to prevent, abate, remove or otherwise respond to any actual, threatened or alleged violation of, or otherwise comply with, any environmental law or regulation, or federal, state or local agency or Court order, affecting any such property. EDWARD JONES TRUST COMPANY may employ agents, consultants or legal counsel to assist or perform such action. All costs and expenses incurred by EDWARD JONES TRUST COMPANY in connection with such action shall be paid by the trust or the Grantor. EDWARD JONES TRUST COMPANY also may establish reasonable reserves for the payment of anticipated environmental expenses.

EDWARD JONES TRUST COMPANY shall not be liable to the Grantor, any beneficiary, or any other person for any loss or diminution in the value of the trust resulting from any actual, threatened or alleged violation of any such environmental law or regulation affecting any such property or for the payment of any expense of remediation thereof unless EDWARD JONES TRUST COMPANY contributed thereto by its willful misconduct or gross negligence.

(7) **Notice of Trust Assets Required.** While serving as a Trustee hereunder, EDWARD JONES TRUST COMPANY shall have a duty to administer only those assets of the trust of which it has received written notification of the ownership of such assets by the trust.

(8) **Investment Representative.** Grantor authorizes the Edward Jones investment representative through whom Grantor conducts investment transactions to review, from time to time, all documents and records related to the trust and investments made thereunder. Following the death of Grantor, upon receipt of a written notification from a current income beneficiary of a trust estate held hereunder, the Trustees may provide the Edward Jones investment representative through whom such beneficiary conducts investment transactions to review, from time to time, all documents and records related to such beneficiary's trust estate and investments made thereunder.

(9) **Provisions Relating to Co-Trustee.** At any time while EDWARD JONES TRUST COMPANY is serving as a co-Trustee hereunder with one or more individual Trustees, the individual Trustee(s), by written instrument, may delegate to EDWARD JONES TRUST COMPANY the power to invest and manage trust assets, as well as all or any of the other powers granted by law or enumerated in this instrument. Such delegation shall remain effective for as long as specified therein or until expressly revoked by a written instrument delivered to EDWARD JONES TRUST COMPANY. EDWARD JONES TRUST COMPANY shall maintain physical custody of the trust assets, documents and other records related to and evidencing the trust assets. The individual Trustee(s) shall have access to the trust assets and records and the opportunity to inspect the same during appointment during EDWARD JONES TRUST COMPANY's regular hours of business.

(b) Governing Law.

This Trust instrument, its validity, construction and any questions concerning its amendment or revocation shall be governed by the laws of the State of

{State of Residence}. The administration of all trust estates created hereunder is to be governed in all respects by the laws of the state in which the Trust is then being administered (based on the location of the principal office of the Trustee then having custody of that Trust's principal assets and records) which state's courts shall have nonexclusive jurisdiction over the administration of that Trust with respect to any period during which it was being administered in that state. The foregoing shall apply even though the situs of some Trust assets or the home or principal place of the Grantors or any other beneficiary may at some time or times be elsewhere.

Comment [A1]: Insert text.

(c) Waiver of Accounts and Audits.

No successor Trustee hereunder shall be required to audit or approve accounts received from a prior trustee. Prior to delivering trust assets to a successor trustee or prior to making any partial or complete distribution of principal under this instrument (other than a distribution that is made in the exercise of the Trustees' discretion and does not terminate a trust estate) the Trustees, as they elect in their sole discretion, (1) may request an approval of the Trustees' accounts and a release and discharge from all beneficiaries that have an interest in the distribution, and if such approval, release and discharge is not granted, may request court settlement of such accounts; or (2) may request court settlement of such accounts. All of the Trustees' fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust to the extent that the accounts are approved.

1/05 Version-Revised 10/05;7/06