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Electronically Filed
Dec 23 2015 02:17 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF FREI
IRREVOCABLE TRUST DATED
OCTOBER 29, 1996.

Supreme Court No. 68029
District Court Case No. P065257

STEPHEN BROCK

Appellants,

v.

PREMIER TRUST, INC.; LAWRENCE
HOWE; AND ELIZABETH MARY
FREI,

Respondents.

APPEAL

**APPELLANT'S APPENDIX OF EXHIBITS
VOLUME II
FIT 00166 – 00295**

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14.F	Affidavit of Beth Marchiano in Support of Premier Trust's Supplement to Opposition to Petition to Construe Terms of Trust, To Compel Compliance with Terms of Trust, To Confirm Removal of Trustee, To Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust	FIT00541-FIT00543
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Exhibit No.	Document Title	Bates No.
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CERTIFICATE OF SERVICE

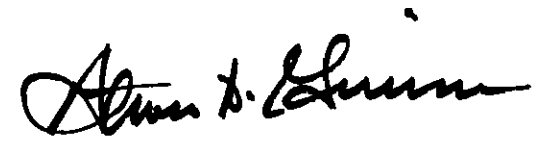
I HEREBY CERTIFY that on the 23rd day of December, 2015, I served and hand delivered a true and correct copy of the foregoing **APPELLANT'S APPENDIX OF EXHIBITS, VOLUME II**, to:

RICHARD CHATWIN, Esq.
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Attorney for Respondent, Premier Trust, Inc.

MICHAEL WALL, Esq.
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*Attorney for Respondents,
Lawrence Howe and Elizabeth*

/s/ Amanda Abril

An employee of the Law Office of Mike Beede


CLERK OF THE COURT

SUPP
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DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

CASE NO. P-09-065257-T

FREI IRREVOCABLE TRUST, dated
October 29, 1996.

DEPARTMENT: 26

**SUPPLEMENT TO PETITION TO CONSTRUE TERMS OF TRUST, TO COMPEL
COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM REMOVAL OF TRUSTEE,
TO COMPEL REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO RELEASE
JURISDICTION OF THE TRUST**

Hearing Date: January 14, 2015
Hearing Time: 9:00 a.m.

Stephen Brock ("Petitioner"), by and through his attorneys of record of the law firm Clear Counsel Law Group, hereby supplements his Petition to Construe Terms of Trust, to Compel Compliance with Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust by providing a copy of the Frei Irrevocable Trust, dated October 29, 1996, attached here as Exhibit 1. Petitioner had noted in his Petition that the Trust would be provided in camera, though on reflection Petitioner believes that the Trust should be made a part of the record of this matter on file with the Clerk of Court.

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DATED this 12th day of January, 2015.

CLEAR COUNSEL LAW GROUP



JONATHAN W. BARLOW
Nevada Bar No. 9964
Attorneys for Stephen Brock

EXHIBIT “1”

This
JOINT IRREVOCABLE TRUST

prepared for

EMIL FREI, III

and

ADORIA B. FREI

by

Arnold L. Slavet

Arnold L. Slavet, Counsellor at Law, P.C.

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The Frei Irrevocable Trust

Article One

Creation of Our Trust

Section 1. Our Trust

This is our irrevocable trust, dated October 29, 1996, by EMIL FREI, III, the husband Trustmaker, and ADORIA B. FREI, the wife Trustmaker, and the following initial Trustees:

EMIL FREI, IV

PETER AUGUSTINE BROCK

All references to "our trust" or "trust," unless otherwise stated, shall refer to this irrevocable trust and the trusts created in it. All references to "Trustee" shall refer to our initial Trustees or their successor or successors in trust.

When the term "Trustmaker" is used in our trust, it shall have the same legal meaning as "Grantor," "Settlor," "Trustor," or any other term referring to the maker of a trust.

Section 2. The Name of Our Trust

For convenience, our irrevocable trust shall be known as the:

FREI IRREVOCABLE TRUST

For purposes of beneficiary designations, transfers directly to our trust, and formal correspondence, our trust shall be referred to as:

EMIL FREI, IV and PETER AUGUSTINE BROCK, Trustees, or their successors in trust, under the FREI IRREVOCABLE TRUST, dated

October 29, 1996.

In addition to the above descriptions, any description for referring to our trust shall be effective to transfer title to our trust or to designate our trust as a beneficiary as long as that description includes the date of our trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section 3. An Irrevocable Trust

This trust is irrevocable, and neither of us shall have any power to control and direct payments, remove trust property, or alter, amend, revoke, or terminate this trust, either in whole or in part.

Section 4. We Have No Rights in This Trust

After the execution of this trust agreement, we shall have no right, title, or interest in the income or principal of this trust. In addition, we shall have no right, title, interest, power, incident of ownership, or any other benefit in any trust property.

Neither we nor our estates shall have any reversionary or similar interest in this trust or the property contained in it.

Article Two

Funding Our Trust

Section 1. Initial Funding

Our trust will be initially funded with \$10 and such other property as shall be listed on Schedule A. Schedule A shall be made a part of and shall be incorporated by reference in this agreement.

Section 2. Additional Funding

Our trust may be additionally funded by either of us or by any other person in any manner with property interests of all kinds. All property interests transferred, assigned, conveyed, or delivered to our Trustee in trust shall be absolute and irrevocable and must be acceptable to our Trustee.

All property interests transferred, assigned, conveyed, or delivered to our Trustee shall be subject to all of the terms and conditions set forth in this agreement.

Our Trustee, in its sole and absolute discretion, may accept any property interest subject to conditions that may be imposed by the transferor of such property interest at the time of contribution which exclude any beneficiary under Article Three of this agreement from having any right referred to in Article Three to withdraw a share of such contributed property or which otherwise limit the withdrawal rights of any beneficiary with respect to such contributed property.

Our Trustee may not accept any property interest that would in any way alter, amend, or change the rights of a beneficiary with respect to any prior contributed property.

Article Three

Administration of Our Trust during Our Lives

Section 1. Beneficiaries

The names of our children are:

ELIZABETH MARY FREI-PEARSON

EMIL FREI, IV

ALICE C. FREI

NANCY FREI

JUDITH FREI-HOWE

STEPHEN MARTIN BROCK

FRANCIS CHRISTOPHER BROCK

PETER AUGUSTINE BROCK

VINCENT dePAUL BROCK

JOHN CLAVER BROCK

All references to our children in this agreement are to these children, as well as any children subsequently born to us, or legally adopted by us.

But, only the wife Trustmaker's living children and their living descendants shall be the beneficiaries under this Article.

Section 2. A Beneficiary's Withdrawal Right

While either of us is living, for each calendar year in which any property is given or deemed to be given to the trust by a direct or an indirect transfer of property to the trust, except as otherwise specifically provided by the transferor of such property, each living beneficiary under this Article shall have the right to withdraw that beneficiary's pro rata share of the contributed property.

The contribution value of a gift shall be used for purposes of determining the value of the withdrawal rights.

The withdrawal right shall be subject to the limitations and qualifications as provided in subsequent provisions of this Article.

Section 3. The Annual Limit on Withdrawals

In no event shall the total amount withdrawable by a beneficiary by reason of a direct or indirect gift to this trust in any one calendar year exceed the lesser of:

An amount equal to the maximum gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code, or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal, or

An amount equal to the maximum annual amount allowable under Section 2514(e) of the Internal Revenue Code, or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal as to which the lapse of a power of appointment shall not be considered a release of such power.

Section 4. Exercise of Withdrawal Rights by Our Beneficiaries

A beneficiary's withdrawal right shall be vested as of the date of the transfer to the trust which results in the withdrawal right. Withdrawals may be made at any time within 30 days from the date of the notice by our Trustee to the withdrawal right beneficiary of the transfer to the trust.

a. Withdrawal Rights Are Noncumulative

A beneficiary's right to withdraw is noncumulative and shall lapse, to the extent that the withdrawal rights have not been exercised, at the end of 30 days after the date of the notice.

b. Method for Exercising Withdrawal Rights

A withdrawal right beneficiary shall exercise a withdrawal right by delivering a written request to our Trustee within 30 days from the date of the notice.

c. The Death of a Beneficiary

A beneficiary's vested withdrawal right shall not terminate by reason of his or her death. The personal representative of the beneficiary's estate shall then have the right to exercise the vested withdrawal right on behalf of the beneficiary's estate.

Section 5. Notice by Our Trustee of the Right to Withdraw

Our Trustee, within fifteen days following the transfer of property to the trust, shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. The notice shall be delivered by hand or by mail to the last known address of the beneficiary and shall inform the beneficiary of the right of the beneficiary to withdraw.

a. Notice for Indirect Transfers

If an indirect transfer is made to the trust, our Trustee, within fifteen days of our Trustee's actual notice of such indirect transfer, shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. The notice shall be delivered by hand or by mail to the last known address of the beneficiary and shall inform the beneficiary of the right of the beneficiary to withdraw.

b. Notice to Additional Beneficiaries

If additional individuals subsequently become qualified to be beneficiaries of the trust as a result of being born or adopted after this trust is signed, our Trustee shall give written notice to or on behalf of that beneficiary within a reasonable time after being informed of the additional beneficiary. This shall in no manner be deemed to permit us to add beneficiaries or expand the class of individuals to be beneficiaries.

Section 6. Minor or Disabled Beneficiaries

If a beneficiary entitled to make a withdrawal is a minor or under any other form of legal disability during all or part of any withdrawal period, the beneficiary's legal or natural guardian, conservator, or other personal representative shall be informed of, and may exercise, the withdrawal right on behalf of the beneficiary.

Section 7. Trustee Duties as to a Withdrawal Right

Our Trustee shall retain sufficient liquid trust property or other trust property which is transferable in order to satisfy the withdrawal rights which are then outstanding.

Our Trustee may distribute trust property in cash or in kind, including insurance policies held in the trust or interests in those policies, to a beneficiary making a withdrawal. Our Trustee is authorized to borrow, upon such terms as are reasonable and necessary, in order to provide for payment of amounts required by any exercise of withdrawal rights by a beneficiary.

Section 8. Indirect Transfers

The amount of any payment made directly to an insurance company by any party other than our Trustee of all or any part of a premium on a life insurance policy owned by the trust on our joint lives, or on the life of either of us, shall be considered a transfer to the trust.

The date of the transfer shall be the date of the premium payment to the extent that the payment is deemed to be a gift from one or both of us to the beneficiaries for

federal gift tax purposes.

Any such indirect transfer shall create withdrawal rights in an amount equal to the value of the deemed gift.

Section 9. Amounts Not Withdrawn

Any amount subject to a withdrawal right which is not withdrawn by the beneficiary of the withdrawal right shall be retained in trust and shall be administered as follows:

a. Distribution of Income and Principal

Our Trustee shall pay to or apply for the benefit of our beneficiaries as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, determines to be necessary or advisable for their education, health, maintenance, and support.

Any net income not distributed by our Trustee shall be accumulated and added to the principal of the trust.

b. Other Available Resources

In making distributions pursuant to this Section, our Trustee shall take into consideration, to the extent that our Trustee deems advisable in its sole and absolute discretion, any income or other resources which are available to our beneficiaries outside of the trust and are known to our Trustee.

c. Distributions in Discretion of Trustee

Our Trustee, in its sole and absolute discretion, may make distributions to or for the benefit of one or more trust beneficiaries to the complete exclusion of the other beneficiaries and may make distributions to beneficiaries in equal or unequal amounts.

A distribution to or for the benefit of a beneficiary shall be charged to the trust as a whole rather than against any ultimate share which the beneficiary may receive.

d. Discharge of a Legal Obligation

No payment or distribution shall be made by our Trustee for the discharge of any of our legal obligations, or otherwise for our monetary benefit.

e. Nonproductive Trust Property

While we are both living, our beneficiaries shall have the absolute right, at any time, to compel our Trustee to convert any nonproductive trust property to productive property. Our Trustee shall convert the property immediately after receiving written directions to that effect.

Section 10. Termination of the Lifetime Trust

This lifetime trust shall terminate upon the death of the second one of us to die, and the principal and any accrued and undistributed net income shall be distributed under the Articles that follow.

Article Four

Life Insurance

Section 1. Purchase of Life Insurance

Our Trustee may purchase and hold as trust property a policy or policies of insurance on either of our lives, our joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

Our Trustee may also receive any such policies made as a gift to the trust, and thereafter may hold and deal with the policies as the owner.

Our Trustee shall have the following powers, which may be exercised by it in its sole and absolute discretion, in addition to all other powers granted a policy owner:

a. Automatic Premium Loans

Our Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

b. Borrow for Premium Payments

Our Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source. Our Trustee may assign any such policy as security for the loan.

c. Exercise Option on a Policy

Our Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy.

d. Reduce or Convert a Policy

Our Trustee may reduce the amount of a policy or convert or exchange the policy.

e. Surrender a Policy

Our Trustee may surrender a policy at any time for its cash value.

f. Elect Paid-Up Insurance

Our Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

g. Sell Policies

Our Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policy.

h. Exercise All Other Rights, Options, or Benefits

Our Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

i. Rights upon Termination of Our Trust

Upon termination of our trust, our Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Our Trustee shall make every effort to transfer any policy insuring a beneficiary's life to that beneficiary as part of that beneficiary's distributive share.

Section 2. The Death of an Insured

Upon the death of an insured, our Trustee shall make all appropriate after-death elections with respect to insurance policies on the life of the insured then held by the trust.

a. Collection of Insurance Proceeds

Upon the death of an insured, our Trustee shall make every effort to collect all sums made payable to our trust or our Trustee.

Our Trustee may, in its sole and absolute discretion, exercise any of the settlement options that may be available under the terms of a policy held by our trust. Our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

b. Collection Proceedings

- Our Trustee may institute proceedings, whether in law or equity, administrative or otherwise, to enforce payment of such proceeds.

Our Trustee need not, except at its option, enter into or maintain any litigation or take action to enforce any payment until it has been indemnified to its satisfaction for all expenses and liabilities to which it, in its sole judgment, may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle, and compromise any and all claims that may arise from the collection of any death proceeds. The decisions of our Trustee shall be binding and conclusive on all beneficiaries.

c. Liability of Payor

No person or entity which pays insurance proceeds to our Trustee as beneficiary shall be required to inquire into any of the provisions of our trust or to see to the application of any such proceeds by our Trustee.

The receipt of the proceeds by our Trustee shall relieve the payor of any further liability as a result of making such payment.

Article Five

Administration of Our Trust on the Death of a Trustmaker

Section 1. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the probate or trust estate of a deceased Trustmaker. In addition, our Trustee may make loans, with or without security, to such probate or trust estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Notwithstanding anything in this agreement to the contrary, our Trustee shall not have the power to use any trust property for the benefit of either of our estates as defined in Section 20.2042-1(b) of Title 26 of the Code of Federal Regulations, unless such property is included in a deceased Trustmaker's gross estate for federal estate tax purposes.

Section 2. Distributions of Amounts Included in a Trustmaker's Estate

Our Trustee shall distribute an amount equal to the value of any asset of this trust which is includible in a deceased Trustmaker's gross estate for federal estate tax purposes to the living trust of the deceased Trustmaker. The name of each Trustmaker's living trust, if any, is included on Schedule B of this agreement. Any amount so distributed shall be added to the property of the living trust and disposed of in accordance with its terms.

If either of us dies and a respective living trust is not in existence, our Trustee shall distribute the amount called for under this Section to the surviving Trustmaker. If there is no surviving Trustmaker, then the distribution shall be made to our descendants, per stirpes.

The value of any asset of our trust distributed under this Section shall be its value as finally determined for federal estate tax purposes.

Section 3. Administration of the Balance of the Trust Property

If one of us survives the other, the balance of the trust property shall continue to be held by our Trustee and administered in accordance with the prior provisions of this trust agreement. Upon the death of the survivor of us, or if neither of us survives the other, the balance of the trust property not disposed of under the prior provisions of this trust agreement shall be administered as provided in the Articles that follow.

Article Six

Generation-Skipping and Non-Generation-Skipping Trusts

Section 1. Division into Separate Shares

All trust property not previously distributed under the terms of our trust agreement shall be divided into as many shares as shall be necessary to create one equal share for each of our then living children and one equal share for each of our deceased children who has then living descendants.

Section 2. Creation of Exempt and Non-Exempt Shares for Children

If all trust property is not exempt from the generation-skipping tax, our Trustee shall divide the trust property constituting the trust share established in Section 1 above for each of our then living children into two separate shares of equal or unequal value, to permit allocation of generation-skipping tax exempt property to the share designated the "Exempt Share." The second share shall be designated the "Non-Exempt Share." Our Trustee shall allocate trust property to fund such shares as follows:

Our Trustee shall allocate to each child's Exempt Share such child's proportionate share (as determined in Section 1 of this Article) of trust property that is fully exempt from the generation-skipping tax.

Our Trustee shall allocate to each child's Non-Exempt Share such child's proportionate share (as determined in Section 1 of this Article) of the remaining trust property.

If all trust property is exempt from the generation-skipping tax, then all trust property constituting the trust share for each then living child of ours shall be allocated to the Exempt Share for such child and no Non-Exempt Share for such child shall be established.

Section 3. Division of Shares for Descendants of a Deceased Child

Our Trustee shall divide the trust property constituting the trust share established in Section 1 above for each of our deceased children who has then living descendants among such child's then living descendants, per stirpes, and establish a separate trust share for each of such descendants.

~~If all trust property is not exempt from the generation-skipping tax, our Trustee~~ shall then divide the trust property constituting the trust share established for each of such descendants into two separate shares of equal or unequal value, to permit allocation of generation-skipping tax exempt property to the share designated the "Exempt Share." The second share shall be designated the "Non-Exempt Share." Our Trustee shall allocate trust property to fund such shares as follows:

Our Trustee shall allocate to each such descendant's Exempt Share such descendant's proportionate share (as determined in the first paragraph of this Section 3) of trust property that is fully exempt from the generation-skipping-tax.

Our Trustee shall allocate to each such descendant's Non-Exempt Share such descendant's proportionate share (as determined in the first paragraph of this Section 3) of the remaining trust property.

If all trust property is exempt from the generation-skipping tax, then all trust property constituting the trust share for each such descendant shall be allocated to the Exempt Share for such descendant and no Non-Exempt Share for such descendant shall be established.

Notwithstanding the foregoing provisions of this Section 3, if all trust property is not exempt from the generation-skipping tax, then property that is exempt from the generation-skipping tax shall be allocated to the trust shares above established for our then living children before any trust property that is exempt from the generation-skipping tax is allocated under this Section 3 to the trust shares established for the then living descendants of a deceased child of ours, it being our intention that the trust shares of our then living children should be fully funded with property that is exempt from the generation-skipping tax before any such property is used to fund the shares for the then living descendants of a deceased child of ours pursuant to this Section 3.

Section 4. Administration of Shares

Separate accounts shall be maintained for each beneficiary's Exempt Share and Non-Exempt Share.

All trust shares established under this Article Six shall be administered and distributed as provided in Article Seven.

Article Seven

Distribution of Our Trust Property

~~Section 1. Distribution of Trust Shares for Each Child~~

The Exempt Share and the Non-Exempt Share of each child of ours who shall then be living shall be administered and distributed as follows:

a. Distribution of Exempt Share for ELIZABETH MARY FREI-PEARSON

The Exempt Share for ELIZABETH MARY FREI-PEARSON shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ELIZABETH MARY FREI-PEARSON as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ELIZABETH MARY FREI-PEARSON.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ELIZABETH MARY FREI-PEARSON as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ELIZABETH MARY FREI-PEARSON.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to ELIZABETH MARY FREI-PEARSON it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to ELIZABETH MARY FREI-PEARSON, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to ELIZABETH MARY FREI-PEARSON which arise outside of this agreement and are known to our Trustee, and also the income and principal available to ELIZABETH MARY FREI-PEARSON from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of ELIZABETH MARY FREI-PEARSON prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of ELIZABETH MARY FREI-PEARSON

Upon the death of ELIZABETH MARY FREI-PEARSON, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of ELIZABETH MARY FREI-PEARSON as ELIZABETH MARY FREI-PEARSON shall appoint either by a valid last will and testament or by a valid living trust agreement.

ELIZABETH MARY FREI-PEARSON may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that ELIZABETH MARY FREI-PEARSON shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be

divided and allocated to ELIZABETH MARY FREI-PEARSON'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If ELIZABETH MARY FREI-PEARSON has no then living descendants, any property in her Exempt Share shall be ~~divided and allocated to our then living descendants, per stirpes,~~ to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for ELIZABETH MARY FREI-PEARSON during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property

in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon ~~the death of their descendants for whom Exempt Shares shall~~ have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of ELIZABETH MARY FREI-PEARSON, per stirpes, and if there are no then living descendants of ELIZABETH MARY FREI-PEARSON, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

b. Distribution of the Non-Exempt Share for ELIZABETH MARY FREI-PEARSON

The Non-Exempt Share for ELIZABETH MARY FREI-PEARSON shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for ELIZABETH MARY FREI-PEARSON shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ELIZABETH MARY FREI-PEARSON, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of ELIZABETH MARY FREI-PEARSON

ELIZABETH MARY FREI-PEARSON shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, ELIZABETH MARY FREI-PEARSON shall specifically refer to this power.

ELIZABETH MARY FREI-PEARSON shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to ELIZABETH MARY FREI-PEARSON the right to appoint property to her own estate. It also specifically grants to ELIZABETH MARY FREI-PEARSON the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of ELIZABETH MARY FREI-PEARSON which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of ELIZABETH MARY FREI-PEARSON, per stirpes.

If ELIZABETH MARY FREI-PEARSON has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living

descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

~~c. Distribution of Exempt Share for EMIL FREI, IV~~

The Exempt Share for EMIL FREI, IV shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, EMIL FREI, IV as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of EMIL FREI, IV.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, EMIL FREI, IV as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of EMIL FREI, IV.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to EMIL FREI, IV it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to EMIL FREI, IV, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to EMIL FREI, IV which arise outside of this agreement and are known to our Trustee, and also the

income and principal available to EMIL FREI, IV from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of EMIL FREI, IV prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of EMIL FREI, IV

Upon the death of EMIL FREI, IV, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of EMIL FREI, IV as EMIL FREI, IV shall appoint either by a valid last will and testament or by a valid living trust agreement.

EMIL FREI, IV may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that EMIL FREI, IV shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to EMIL FREI, IV'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If EMIL FREI, IV has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for EMIL FREI, IV during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at

his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of EMIL FREI, IV, per stirpes, and if there are no then living descendants of EMIL FREI, IV, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

d. Distribution of the Non-Exempt Share for EMIL FREI, IV

The Non-Exempt Share for EMIL FREI, IV shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for EMIL FREI, IV shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to EMIL FREI, IV, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of EMIL FREI, IV

EMIL FREI, IV shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, EMIL FREI, IV shall specifically refer to this power.

EMIL FREI, IV shall have the sole and exclusive right to

exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to EMIL FREI, IV the right to appoint property to his own estate. It also specifically grants to EMIL FREI, IV the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such ~~terms and conditions, whether outright or in trust, as he may~~ elect.

Any property in the Non-Exempt Share of EMIL FREI, IV which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of EMIL FREI, IV, per stirpes.

If EMIL FREI, IV has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

e. Distribution of Exempt Share for ALICE C. FREI

The Exempt Share for ALICE C. FREI shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ALICE C. FREI as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ALICE C. FREI.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ALICE C. FREI as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ALICE C. FREI.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to ALICE C. FREI it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to ALICE C. FREI, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to ALICE C. FREI which arise outside of this agreement and are known to our Trustee, and also the income and principal available to ALICE C. FREI from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of ALICE C. FREI prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of ALICE C. FREI

Upon the death of ALICE C. FREI, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of ALICE C. FREI as ALICE C. FREI shall appoint either by a valid last will and testament or by a valid living trust agreement.

ALICE C. FREI may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that ALICE C. FREI shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be divided and allocated to ALICE C. FREI'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

~~If ALICE C. FREI has no then living descendants, any~~
property in her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for ALICE C. FREI during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise

this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of ALICE C. FREI, per stirpes, and if there are no then living descendants of ALICE C. FREI, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

f. Distribution of the Non-Exempt Share for ALICE C. FREI

The Non-Exempt Share for ALICE C. FREI shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for ALICE C. FREI shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ALICE C. FREI, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of ALICE C. FREI

ALICE C. FREI shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, ALICE C. FREI shall specifically refer to this power.

ALICE C. FREI shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to ALICE C. FREI the right to appoint property to her own estate. It also specifically grants to ALICE C. FREI the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of ALICE C. FREI which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of ALICE C. FREI, per stirpes.

If ALICE C. FREI has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

g. Distribution of Exempt Share for NANCY FREI

The Exempt Share for NANCY FREI shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, NANCY FREI as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of NANCY FREI.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, NANCY FREI as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of NANCY FREI.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to NANCY FREI it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to NANCY FREI, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to NANCY FREI which arise outside of this agreement and are known to our Trustee, and also the income and principal available to NANCY FREI from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of NANCY FREI prior to making

any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of NANCY FREI

Upon the death of NANCY FREI, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of NANCY FREI as NANCY FREI shall appoint either by a valid last will and testament or by a valid living trust agreement.

NANCY FREI may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that NANCY FREI shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be divided and allocated to NANCY FREI'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If NANCY FREI has no then living descendants, any property in her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for NANCY

FREI during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of NANCY FREI, per stirpes, and if there are no

then living descendants of NANCY FREI, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

~~If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.~~

h. Distribution of the Non-Exempt Share for NANCY FREI

The Non-Exempt Share for NANCY FREI shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for NANCY FREI shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to NANCY FREI, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of NANCY FREI

NANCY FREI shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, NANCY FREI shall specifically refer to this power.

NANCY FREI shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to NANCY FREI the right to appoint property to her own estate. It also specifically grants to NANCY FREI the right to appoint the property among persons, corporations, or

other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of NANCY FREI which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to ~~such power because it is not taxable as a generation-skipping~~ transfer shall be distributed to the then living descendants of NANCY FREI, per stirpes.

If NANCY FREI has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

i. Distribution of Exempt Share for JUDITH FREI-HOWE

The Exempt Share for JUDITH FREI-HOWE shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JUDITH FREI-HOWE as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JUDITH FREI-HOWE.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JUDITH FREI-HOWE as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JUDITH FREI-HOWE.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to JUDITH FREI-HOWE it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to JUDITH FREI-HOWE, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to JUDITH FREI-HOWE which arise outside of this agreement and are known to our Trustee, and also the income and principal available to JUDITH FREI-HOWE from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of JUDITH FREI-HOWE prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of JUDITH FREI-HOWE

Upon the death of JUDITH FREI-HOWE, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of JUDITH FREI-HOWE as JUDITH FREI-HOWE shall appoint either by a valid last will and testament or by a valid living trust agreement.

JUDITH FREI-HOWE may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that JUDITH FREI-HOWE shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be divided and allocated to JUDITH FREI-HOWE'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If JUDITH FREI-HOWE has no then living descendants, any property in her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for JUDITH FREI-HOWE during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for

whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of JUDITH FREI-HOWE, per stirpes, and if there are no then living descendants of JUDITH FREI-HOWE, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

j. Distribution of the Non-Exempt Share for JUDITH FREI-HOWE

The Non-Exempt Share for JUDITH FREI-HOWE shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for JUDITH FREI-HOWE shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to JUDITH FREI-

HOWE, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of JUDITH FREI-HOWE

JUDITH FREI-HOWE shall have the unlimited and ~~unrestricted testamentary general power to appoint, by a valid~~ last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, JUDITH FREI-HOWE shall specifically refer to this power.

JUDITH FREI-HOWE shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to JUDITH FREI-HOWE the right to appoint property to her own estate. It also specifically grants to JUDITH FREI-HOWE the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of JUDITH FREI-HOWE which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of JUDITH FREI-HOWE, per stirpes.

If JUDITH FREI-HOWE has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

k. **Distribution of Exempt Share for STEPHEN MARTIN BROCK**

The Exempt Share for STEPHEN MARTIN BROCK shall be held in trust and administered and distributed as follows:

1. ~~Distributions of Net Income of the Exempt Share~~

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, STEPHEN MARTIN BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of STEPHEN MARTIN BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, STEPHEN MARTIN BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of STEPHEN MARTIN BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to STEPHEN MARTIN BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to STEPHEN MARTIN BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to STEPHEN MARTIN BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to STEPHEN MARTIN BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of STEPHEN MARTIN BROCK

prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of STEPHEN MARTIN BROCK

Upon the death of STEPHEN MARTIN BROCK, any ~~property in his Exempt Share shall be distributed to or for the~~ benefit of the descendants of STEPHEN MARTIN BROCK as STEPHEN MARTIN BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

STEPHEN MARTIN BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that STEPHEN MARTIN BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to STEPHEN MARTIN BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If STEPHEN MARTIN BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for STEPHEN MARTIN BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at

his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of STEPHEN MARTIN BROCK, per stirpes, and if there are no then living descendants of STEPHEN MARTIN BROCK, to our then living descendants, per stirpes,

- in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

- If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

1. Distribution of the Non-Exempt Share for STEPHEN MARTIN BROCK

The Non-Exempt Share for STEPHEN MARTIN BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for STEPHEN MARTIN BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to STEPHEN MARTIN BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of STEPHEN MARTIN BROCK

STEPHEN MARTIN BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, STEPHEN MARTIN BROCK shall

specifically refer to this power.

STEPHEN MARTIN BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to STEPHEN MARTIN BROCK the right to appoint property to his own estate. It also specifically grants to STEPHEN MARTIN BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of STEPHEN MARTIN BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of STEPHEN MARTIN BROCK, per stirpes.

If STEPHEN MARTIN BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

m. Distribution of Exempt Share for FRANCIS CHRISTOPHER BROCK

The Exempt Share for FRANCIS CHRISTOPHER BROCK shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, FRANCIS CHRISTOPHER BROCK as much of the net income from his Exempt Share as our Trustee

deems advisable for the education, health, maintenance, and support of FRANCIS CHRISTOPHER BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to,
or for the benefit of, FRANCIS CHRISTOPHER BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of FRANCIS CHRISTOPHER BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to FRANCIS CHRISTOPHER BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to FRANCIS CHRISTOPHER BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to FRANCIS CHRISTOPHER BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to FRANCIS CHRISTOPHER BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of FRANCIS CHRISTOPHER BROCK prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of FRANCIS CHRISTOPHER BROCK

Upon the death of FRANCIS CHRISTOPHER BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of FRANCIS CHRISTOPHER BROCK as FRANCIS CHRISTOPHER BROCK shall

appoint either by a valid last will and testament or by a valid living trust agreement.

FRANCIS CHRISTOPHER BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that FRANCIS CHRISTOPHER BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to FRANCIS CHRISTOPHER BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If FRANCIS CHRISTOPHER BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for FRANCIS CHRISTOPHER BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a

valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of FRANCIS CHRISTOPHER BROCK, per stirpes, and if there are no then living descendants of FRANCIS CHRISTOPHER BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

n. Distribution of the Non-Exempt Share for FRANCIS CHRISTOPHER BROCK

The Non-Exempt Share for FRANCIS CHRISTOPHER BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for FRANCIS CHRISTOPHER BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to FRANCIS CHRISTOPHER BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of FRANCIS CHRISTOPHER BROCK

FRANCIS CHRISTOPHER BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, FRANCIS CHRISTOPHER BROCK shall specifically refer to this power.

FRANCIS CHRISTOPHER BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to FRANCIS CHRISTOPHER BROCK the right to appoint property to his own estate. It also specifically grants to FRANCIS CHRISTOPHER BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of FRANCIS CHRISTOPHER BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of FRANCIS CHRISTOPHER BROCK, per stirpes.

If FRANCIS CHRISTOPHER BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

o. Distribution of Exempt Share for PETER AUGUSTINE BROCK

The Exempt Share for PETER AUGUSTINE BROCK shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, PETER AUGUSTINE BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of PETER AUGUSTINE BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, PETER AUGUSTINE BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of PETER AUGUSTINE BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to PETER AUGUSTINE BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to PETER AUGUSTINE BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to PETER AUGUSTINE BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to PETER AUGUSTINE BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of PETER AUGUSTINE BROCK prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of PETER AUGUSTINE BROCK

Upon the death of PETER AUGUSTINE BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of PETER AUGUSTINE BROCK as PETER AUGUSTINE BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

PETER AUGUSTINE BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that PETER AUGUSTINE BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to PETER AUGUSTINE BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5

below.

If PETER AUGUSTINE BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for PETER AUGUSTINE BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares

for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of PETER AUGUSTINE BROCK, per stirpes, and if there are no then living descendants of PETER AUGUSTINE BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

p. Distribution of the Non-Exempt Share for PETER AUGUSTINE BROCK

The Non-Exempt Share for PETER AUGUSTINE BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for PETER AUGUSTINE BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to PETER AUGUSTINE BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of PETER AUGUSTINE BROCK

PETER AUGUSTINE BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, PETER AUGUSTINE BROCK shall specifically refer to this power.

PETER AUGUSTINE BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to PETER AUGUSTINE BROCK the right to appoint property to his own estate. It also specifically grants to PETER AUGUSTINE BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of PETER AUGUSTINE BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of PETER AUGUSTINE BROCK, per stirpes.

If PETER AUGUSTINE BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

s. Distribution of Exempt Share for VINCENT dePAUL BROCK

~~The Exempt Share for VINCENT dePAUL BROCK shall be held in~~
trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, VINCENT dePAUL BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of VINCENT dePAUL BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, VINCENT dePAUL BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of VINCENT dePAUL BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to VINCENT dePAUL BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to VINCENT dePAUL BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to VINCENT dePAUL BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to VINCENT dePAUL BROCK from his Non-

Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of VINCENT dePAUL BROCK prior to making any discretionary distributions hereunder.

**~~4. Distribution of the Exempt Share on the Death of~~
VINCENT dePAUL BROCK**

Upon the death of VINCENT dePAUL BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of VINCENT dePAUL BROCK as VINCENT dePAUL BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

VINCENT dePAUL BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that VINCENT dePAUL BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to VINCENT dePAUL BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If VINCENT dePAUL BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for VINCENT dePAUL BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at

his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of VINCENT dePAUL BROCK, per stirpes, and if there are no then living descendants of VINCENT dePAUL BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

r. Distribution of the Non-Exempt Share for VINCENT dePAUL BROCK

The Non-Exempt Share for VINCENT dePAUL BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for VINCENT dePAUL BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to VINCENT dePAUL BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of VINCENT dePAUL BROCK

VINCENT dePAUL BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, VINCENT dePAUL BROCK shall

specifically refer to this power.

VINCENT dePAUL BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to ~~VINCENT dePAUL BROCK the right to appoint~~ property to his own estate. It also specifically grants to VINCENT dePAUL BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of VINCENT dePAUL BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of VINCENT dePAUL BROCK, per stirpes.

If VINCENT dePAUL BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

s. Distribution of Exempt Share for JOHN CLAVER BROCK

The Exempt Share for JOHN CLAVER BROCK shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JOHN CLAVER BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JOHN CLAVER BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JOHN CLAVER BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JOHN CLAVER BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to JOHN CLAVER BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to JOHN CLAVER BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to JOHN CLAVER BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to JOHN CLAVER BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of JOHN CLAVER BROCK prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of JOHN CLAVER BROCK

Upon the death of JOHN CLAVER BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of JOHN CLAVER BROCK as JOHN CLAVER BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

JOHN CLAVER BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that JOHN CLAVER BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to JOHN CLAVER BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If JOHN CLAVER BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for JOHN CLAVER BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of JOHN CLAVER BROCK, per stirpes, and if there are no then living descendants of JOHN CLAVER BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

t. Distribution of the Non-Exempt Share for JOHN CLAVER BROCK

The Non-Exempt Share for JOHN CLAVER BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for JOHN CLAVER BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to JOHN CLAVER BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of JOHN CLAVER BROCK

JOHN CLAVER BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, JOHN CLAVER BROCK shall specifically refer to this power.

JOHN CLAVER BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to JOHN CLAVER BROCK the right to appoint property to his own estate. It also specifically grants to JOHN CLAVER BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of JOHN CLAVER BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living

descendants of JOHN CLAVER BROCK, per stirpes.

If JOHN CLAVER BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

~~If we have no then living descendants, our Trustee shall~~
distribute the remaining trust property as provided in Article Eight of this agreement.

u. Distribution of Exempt Shares for Afterborn or Adopted Children

If, after the creation of our trust, we have any additional children or legally adopt any children, the Exempt Share for each such child who shall then be living shall be administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, the afterborn or adopted child as much of the net income from his or her Exempt Share as our Trustee deems advisable for his or her education, health, maintenance, and support.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, the afterborn or adopted child as much of the principal from his or her Exempt Share as our Trustee deems advisable for his or her education, health, maintenance, and support.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to the afterborn or adopted child it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to the afterborn or adopted child, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the afterborn or adopted child which arise outside of this agreement and are known to our Trustee, and also the income and principal available to the afterborn or adopted child from his or her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of the afterborn or adopted child prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of the Afterborn or Adopted Child

Upon the death of the afterborn or adopted child, any property in his or her Exempt Share shall be distributed to or for the benefit of the descendants of the afterborn or adopted child as the afterborn or adopted child shall appoint either by a valid last will and testament or by a valid living trust agreement.

The afterborn or adopted child may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he or she shall determine. This limited testamentary power shall not be exercised in favor of his or her estate or the creditors of his or her estate.

To the extent that the afterborn or adopted child shall fail to exercise this limited testamentary power of appointment, any property in his or her Exempt Share shall be divided and allocated to the afterborn or adopted child's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If the afterborn or adopted child has no then living descendants, any property in his or her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that

descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for the afterborn or adopted child during his or her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established

for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to ~~subsection 4 or this subsection 5~~ has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of the afterborn or adopted child, per stirpes, and if there are no then living descendants of the afterborn or adopted child, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

v. Distribution of the Non-Exempt Shares for Afterborn or Adopted Children

If, after the creation of our trust, we have any additional children or legally adopt any children, the Non-Exempt Share for each such child who shall then be living shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for the afterborn or adopted child shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to the afterborn or adopted child, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of the Afterborn or Adopted Child

The afterborn or adopted child shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his or her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, the afterborn or adopted child shall specifically refer to this power.

The afterborn or adopted child shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to the afterborn or adopted child the right to appoint property to his or her own estate. It also specifically grants to the afterborn or adopted child the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he or she may elect.

Any property in the Non-Exempt Share of the afterborn or adopted child which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of the afterborn or adopted child, per stirpes.

If the afterborn or adopted child has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

Section 2. Share of a Descendant of a Deceased Child

The Exempt Share and the Non-Exempt Share established for a then living descendant of a deceased child of ours shall be administered and distributed as follows:

a. ~~Distribution of Exempt Shares for Descendants~~

Any Exempt Shares established for a then living descendant of a deceased child of ours pursuant to Section 3 of Article Six or pursuant to this Paragraph a shall be held and administered upon the same terms and provisions set forth in Section 1 of this Article that governed the Exempt Shares for our children during their lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to Section 3 of Article Six or this Paragraph a, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this Paragraph a. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to Section 3 of Article Six or this Paragraph a. has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to our then living descendants, per stirpes, in each case to be added to the ~~Exempt Share being held or administered for each of such descendants~~ or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with the provisions of this Paragraph a.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

b. Distribution of Non-Exempt Shares for Descendants

Any Non-Exempt Share established for a then living descendant of a deceased child of ours pursuant to Section 3 of Article Six shall be distributed or administered as follows:

1. Outright Distribution

Each Non-Exempt Share set aside for a then living descendant of a deceased child of ours shall be distributed to such descendant.

2. Retention of a Minor's or Disabled Descendant's Portion in Trust

If any portion of a share is distributable under this Paragraph b. to any descendant of a deceased child who is under 30 years of age, or to any such descendant who is disabled or incapacitated as defined in Article Thirteen of this agreement, then our Trustee shall retain such portion in trust under the provisions of Article Nine of this agreement.

Section 3. Retention of Distributions in Trust

Whenever a distribution is authorized or required to be made by a provision of this Article to any beneficiary, then that beneficiary may direct our Trustee in writing to retain such distribution in trust as follows:

a. A Beneficiary's Right to Income

Our Trustee, during the lifetime of the beneficiary, shall pay to or apply for the benefit of the beneficiary from time to time and at the beneficiary's written direction all of the net income from this trust.

b. A Beneficiary's Right to Withdraw Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts from the principal as the beneficiary may at any time request in writing.

No limitation shall be placed on the beneficiary as to either the amount of or reason for such invasion of principal.

c. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the benefit of the beneficiary so much of the principal of the trust as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the beneficiary.

d. A Beneficiary's General Power of Appointment

The beneficiary shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or trust agreement, the entire principal and any accrued and undistributed net income of the trust as it exists at the beneficiary's death. In exercising this testamentary general power of appointment, the beneficiary shall specifically refer to this power.

The beneficiary shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to the beneficiary the right to appoint property to the beneficiary's own estate. It also specifically grants to the beneficiary the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the beneficiary may elect.

Any property in the trust which is not distributed pursuant to the exercise of this testamentary general power of appointment shall be distributed to the beneficiary's then living descendants, per stirpes.

If the beneficiary has no then living descendants, our Trustee shall distribute the remaining trust property to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

The provisions of this Section shall not apply to any Exempt Share created under this agreement.

Article Eight

Ultimate Distribution Pattern

~~If at any time there is no person, corporation, or other entity entitled to receive all or any part of the trust property of one of us:~~

One-half of the trust property shall be distributed to those persons who would be the wife Trustmaker's heirs had she died intestate owning such property.

The balance of the property shall be distributed to those persons who would be the husband Trustmaker's heirs had he died intestate owning such property.

The distribution of trust property, for purposes of this Article, shall be determined by the laws of descent and distribution for intestate estates in the State of Massachusetts as such laws are in effect at the time of any distribution under this Article.

Article Nine
Methods of Distribution and Trust
Administration with Regard to
Minor and Disabled Beneficiaries

Section 1. General Guidelines for Distribution

Whenever a distribution is authorized or required by a provision of this agreement to any beneficiary who is disabled or incapacitated, such distribution may be made by our Trustee:

Without continuing court supervision or the intervention of a guardian, conservator, or any other legal representative.

Without giving or requiring any bond or surety on bond.

Pursuant to any of the methods authorized under this Article.

In making distributions under this Article, disability or incapacity shall include adjudicated mental incapacity by a court of competent jurisdiction, or incapacity because of age, illness, or injury.

Before making any distributions to beneficiaries under this Article, it is our desire that our Trustee, to the extent that it is both reasonable and possible:

Inquire into the ultimate disposition of the distributed funds.

Take into consideration the behavior of trust beneficiaries with regard to their disposition of prior distributions of trust property.

Our Trustee shall obtain a receipt from the person, corporation, or other entity receiving any distribution called for in this Article.

Section 2. Methods of Payment

Our Trustee may make the distributions called for in this Article in any one or more of the following ways:

Directly to a beneficiary.

To persons, corporations, or other entities for the use and benefit of the beneficiary.

To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary.

In any prudent form of annuity purchased for the use and benefit of the beneficiary.

To any person or duly licensed financial institution, including our Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other individuals under a legal disability.

To any guardian or other person deemed by our Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.

Section 3. Our Trustee's Discretion to Keep Property in Trust

If any trust property becomes distributable to a beneficiary when the beneficiary is under 30 years of age, or when the beneficiary is under any form of legal disability, as defined in Article Thirteen, our Trustee may retain that beneficiary's share in a separate trust until he or she attains 30 years of age, or until his or her legal disability has ceased, as follows:

a. Distributions of Trust Income and Principal

Our Trustee shall apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's education, health, maintenance, and support.

~~In making any distributions of income and principal under this Article,~~
our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

b. Termination and Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 30 years of age, or

When he or she ceases to be disabled.

c. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations, or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment must be exercised by the beneficiary by either a valid living trust or last will and testament, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, our Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, our Trustee shall distribute the remaining trust property to our then living descendants, per

stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

Article Ten

The Resignation, Replacement, and Succession of Our Trustees

Section 1. The Resignation of a Trustee

Any Trustee may resign by giving thirty days' written notice to each of us or to our respective legal representatives. If neither of us is living, the notice shall be delivered to our Trustees and to all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income from any trust created under this agreement.

If a beneficiary is a minor or is legally incapacitated, the notice shall be delivered to that beneficiary's guardian or other legal representative.

Section 2. The Removal of a Trustee

Any Trustee may be removed by a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

a. No Cause for Removal Needed

The beneficiaries need not give any Trustee being removed any reason, cause, or ground for such removal.

b. Notice of Removal

Notice of removal shall be effective when made in writing by either:

Personally delivering notice to the Trustee and securing a written receipt, or

Mailing notice in the United States mail to the last known address of the Trustee by certified mail, return receipt requested.

Section 3. Replacement of Trustees

If EMIL FREI, IV is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, he shall be replaced with NANCY FREI, and if PETER AUGUSTINE BROCK is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, he shall be replaced with FRANCIS CHRISTOPHER BROCK.

Section 4. Unfilled Trusteeship

In the event no named Trustees are available, a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement shall forthwith name a corporate fiduciary.

If a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement cannot agree on a corporate fiduciary, any beneficiary can petition a court of competent jurisdiction, ex parte, to designate a corporate fiduciary as a Trustee.

The court that designates the successor Trustee shall not acquire any jurisdiction over any trust created under this agreement, except to the extent necessary to name a corporate fiduciary as a successor Trustee.

Section 5. Corporate Fiduciaries

Any corporate fiduciary named in this trust agreement or appointed by a court of competent jurisdiction as a Trustee must be a bank or trust company situated in the United States having trust powers under applicable federal or state law.

Such fiduciary shall have a combined capital and surplus of at least 100 million dollars.

Section 6. Powers and Liabilities of Successor Trustee

Any successor Trustee, whether corporate or individual, shall have all of the rights, powers, and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustees.

Any successor Trustee shall be subject to any restrictions imposed on the original Trustees. No successor Trustee shall be required to examine the accounts, records,

- and acts of any previous Trustees. -

No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustees.

Article Eleven

General Matters and Instructions with Regard to the Trusteeship

Section 1. Use of "Trustee" Nomenclature

As used throughout this agreement, the word "Trustee" shall refer to the initial Trustee as well as any single, additional, or successor Trustees. It shall also refer to any individual, corporation, or other entity acting as a replacement, substitute, or added Trustee.

Section 2. No Requirement to Furnish Bond

Our Trustee shall not be required to furnish any bond for the faithful performance of its duties.

If a bond is required by any law or court of competent jurisdiction, it is our desire that no surety be required on such bond.

Section 3. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section 4. Our Trustee's Responsibility to Make Information Available to Beneficiaries

Our Trustee shall report, at least semiannually, to the beneficiaries then eligible to receive mandatory or discretionary distributions of the net income from the various trusts created in this agreement all of the receipts, disbursements, and distributions occurring during the reporting period along with a complete statement of the trust property.

The trust's books and records along with all trust documentation shall be available and open at all reasonable times to the inspection of the trust beneficiaries and their representatives.

Our Trustee shall not be required to furnish trust records or documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

Section 5. Delegation among Our Trustees

Any Trustee may delegate to any other Trustee the power to exercise any or all powers granted our Trustee in this agreement, including those which are discretionary, if allowed by law.

Our delegating Trustee may revoke any such delegation at will.

The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee.

As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power.

Section 6. Utilization of Substitute Trustee

If our Trustee is unwilling or unable to act as to any trust property, our Trustee shall designate, in writing, an individual, bank trust department, or trust company to act as a substitute Trustee with regard to such property.

The property being administered by the substitute Trustee, as well as the net income therefrom, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this agreement.

Each substitute Trustee shall exercise all of the fiduciary powers granted by this agreement unless expressly limited by the delegating Trustee in the instrument appointing such substitute Trustee, or by any provision within this Section.

Any substitute Trustee may resign at any time by delivering written notice to our Trustee to that effect.

Section 7. Trustee's Fee

Our Trustee shall be entitled to fair and reasonable compensation for the services it renders as a fiduciary. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

Our Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties under this agreement.

Section 8. A Majority of Trustees Required to Control

When more than two Trustees are acting, the concurrence and joinder of a majority of Trustees shall control in all matters pertaining to the administration of any trust created under this agreement.

If only two Trustees are acting, the concurrence and joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section 9. Successor Corporate Fiduciaries

If any bank or trust company ever succeeds to the trust business of any corporate fiduciary serving as a Trustee under this agreement, whether because of a name change or any other form of reorganization, or if such corporate fiduciary ever transfers all of its existing business to any other bank or trust company, the successor shall thereupon, without any action being required, succeed to the trusteeship hereunder as if originally named.

Section 10. Early Termination of Trusts Based on Cost

If our Trustee shall determine, in its sole and absolute discretion, that any trust created under this agreement has become uneconomical to administer due to the high cost of administration relative to the value of the trust property, our Trustee may terminate such trust or trusts and distribute the trust property, including any accrued but undistributed net income, in the following order:

To the then mandatory income beneficiaries of the trust, per stirpes

If there are no living mandatory income beneficiaries, then equally among the beneficiaries then entitled to receive discretionary payments of income of the trust, per stirpes.

Section 11. Generation-Skipping Tax Provisions

In order to minimize the impact of any generation-skipping tax that may be applied to any of the trusts created by this agreement or their beneficiaries, our Trustee, in its sole and absolute discretion, is authorized to take the following actions:

a. Division into Exempt and Nonexempt Trusts

If any trust created under this agreement would be partially exempt from generation-skipping tax by reason of an allocation of a generation-skipping tax exemption to it, prior to such allocation our Trustee shall divide the total trust assets into two separate trust shares of equal or unequal value, to permit allocation of the exemption solely to one trust share (the "exempt trust"). The exempt trust shall consist of a fractional interest of the total trust assets in an amount necessary to cause the

exempt trust to be entirely exempt from generation-skipping tax. The other trust share (the "nonexempt trust") shall consist of the remaining fractional interest of the total trust assets. For purposes of this allocation, assets values as finally determined for federal estate tax purposes shall be used.

b. Additions to a Separate Trust

If a trust under this agreement, whether created under this Section or not, is entirely exempt or nonexempt from generation-skipping tax and adding property to it would partially subject the trust to generation-skipping tax, our Trustee may hold that property in a separate trust in lieu of making the addition.

c. Terms of the Trusts

If our Trustee divides a trust into two separate trust shares or creates a separate trust for additions, the trusts or trust shares that result shall have the same terms and conditions as the original trust. Our Trustee shall not make discretionary distributions from the income or principal of the exempt trust to beneficiaries who are nonskip persons as long as any readily marketable assets remain in the nonexempt trust.

d. Allocation from an Exempt Trust First

Upon division or distribution of an exempt trust and a nonexempt trust, our Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

e. Taxable Distributions

If our Trustee considers that any distribution from a trust under this agreement, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to a generation-skipping tax payable by the beneficiary, our Trustee shall augment the distribution by an amount which our Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

f. Taxable Terminations

If our Trustee considers that any termination of an interest in trust property is a taxable termination subject to a generation-skipping tax, our Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

Article Twelve

Our Trustee's Administrative and Investment Powers

Section 1. Introduction to Trustee's Powers

Except as otherwise provided in this agreement, our Trustee shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various trusts created by this agreement.

Section 2. Powers to Be Exercised in the Best Interests of the Beneficiaries

Our Trustee shall exercise the following administrative and investment powers without the order of any court, as our Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, our Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

Section 3. Administrative and Investment Powers

Our Trustee is hereby granted the following administrative and investment powers:

a. Agricultural Powers

Our Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

It may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

It may engage and participate in any government farm program, whether state or federally sponsored.

It may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

It may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

Our Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

b. Business Powers

Our Trustee may retain and continue any business in which one or both of us have or had an interest as a shareholder, partner, sole proprietor, or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the trust property:

It may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries.

It may execute partnership agreements, buy-sell agreements, and any amendments to them.

It may participate in the incorporation of any trust property; any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution; or any stock redemption or cross purchase buy-sell agreement.

It may hold the stock of any corporation as trust property, and may elect or employ directors, officers, employees, and agents and compensate them for their services.

It may sell or liquidate any business interest that is part of the trust property.

Our Trustee may exercise all of the business powers granted in this agreement regardless of whether our Trustee is personally interested or an involved party with respect to any business enterprise forming a part of the trust property.

c. Common Fund Powers

For the purpose of convenience with regard to the administration and investment of the trust property, our Trustee may hold the several trusts created under this agreement as a common fund.

Our Trustee may make joint investments with respect to the funds comprising the trust property.

Our Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

d. Compensation Powers

Our Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement.

Our Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement, and shall reasonably compensate those persons employed by our Trustee, including agents, auditors, accountants, and attorneys.

e. Distribution Powers

Our Trustee is specifically authorized to make divisions and distributions of the trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable.

It shall be under no obligation or responsibility to make pro rata divisions and distributions in kind.

Our Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share.

The foregoing powers may be exercised regardless of the income tax basis of any of the property.

f. Income and Principal Powers

Our Trustee may determine in a fair, equitable, and practical manner how all Trustee's fees, disbursements, receipts, and wasting assets shall be credited, charged, or apportioned between principal and income.

Our Trustee may set aside from trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries; it may select any and all accounting periods with regard to the trust property.

All increases in the value of any life insurance policies prior to the death of the insured held by this trust shall be principal and not income.

g. Investment Powers in General

Our Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property, real or personal, as it shall determine.

It may invest in investment trusts as well as in common trust funds.

It may purchase life, annuity, accident, sickness, and medical insurance on the behalf of and for the benefit of any trust beneficiary.

h. Loan, Borrowing, and Encumbrance Powers

Our Trustee may loan money to any person, including a beneficiary, except either or both of us, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interests of the trust beneficiaries.

It may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

It shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

Our Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

i. ~~Margin, Brokerage, and Bank Account Powers~~

Our Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. Our Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by our Trustee with such brokers as securities for loans and advances made to our Trustee. Our Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that our Trustee may choose.

j. Mortgage Powers

Our Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor, to purchase mortgages on the open market, and to otherwise buy, sell, or trade in first or subordinate mortgages.

It may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage.

Our Trustee may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. It may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

k. Nominee Powers

Our Trustee may hold any trust property in the name of our Trustee, or in the name of a nominee, and may enter into agreements to facilitate holding such property. It may accomplish such with or without disclosing its fiduciary capacity.

I. Nonproductive Property

Our Trustee may hold property which is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of our Trustee, in the best interests of the beneficiaries.

m. Oil, Gas, Coal, and Other Mineral Powers

Our Trustee may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part or all of the trust property.

It may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the trust property.

It may buy or sell undivided interests in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

It may execute oil, gas, coal, and other mineral leases on such terms as our Trustee may deem proper, and may enter into pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties.

Any lease or other agreement may have a duration that our Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

It may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper.

It may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

It may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interest, and may pay the cost of such

services from the principal or income of the trust property.

Our Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interest.

n. Powers of Attorney

Our Trustee may execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the various trusts created in this agreement.

The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that our Trustee could have exercised.

o. Powers to Merge Similar Trusts

Our Trustee may merge and consolidate any trust created in this agreement with any other trust created by both or either of us, or any other person at any other time, if the other trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the trust or trusts created in this agreement.

Our Trustee may administer such merged and consolidated trusts as a single trust or unit. If, however, such a merger or consolidation does not appear feasible, as determined in the sole and absolute discretion of our Trustee, the Trustee may consolidate the assets of such trusts for purposes of investment and trust administration while retaining separate records and accounts for the respective trusts.

p. Powers of an Interested Trustee

An interested Trustee is any Trustee who has an interest as a beneficiary in this trust agreement or any trust created by it. In all instances where an interested Trustee distributes, or participates in the distribution, of trust income or principal to or for the benefit of such Trustee, then the distribution shall be limited by the ascertainable standards of education, health, maintenance, and support. Notwithstanding anything in this agreement to the contrary, in making such distributions, the interested Trustee shall not use discretion in applying those ascertainable

standards.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support, as to that support obligation.

q. Powers of an Insured Trustee

Any individual Trustee under this agreement is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If our Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

r. Real Estate Powers

Our Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement.

It may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

It may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

It may elect to insure, as it deems advisable, all actions contemplated by this subsection.

Our Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

s. S Corporation Stock

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, our Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, our Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, our Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent our Trustee from accomplishing the first two alternatives under this paragraph, our Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment

that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

Our Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

t. Sale, Lease, and Other Dispositive Powers

Our Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property.

It may deal with the trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this agreement, as it deems advisable.

Our Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

u. Securities Powers

In addition to those other securities powers granted throughout this Article, our Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

Our Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

v. Settlement Powers

Our Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against any trust created under this agreement, and may take deeds in lieu of foreclosure.

w. Trust Addition and Retention Powers

Our Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us or from any other person, corporation, or entity.

Upon receipt of any additional property, our Trustee shall administer and ~~distribute the same as part of the trust property.~~

Our Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

x. Trustees' or Fiduciaries' Powers Acts

In addition to all of the powers specifically granted our Trustee in this Article, our Trustee may exercise those powers set forth under the Trustees' or Fiduciaries' Powers Acts, or their equivalent, of the State of Massachusetts, together with any amendment to such laws.

Our Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

All of the powers granted to our Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes.

Each power conferred upon our Trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

Article Thirteen

Definitions and General Provisions

Section 1. Definitions

For purposes of this agreement, the following words and phrases shall be defined as follows:

a. Adopted and Afterborn Persons

Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

b. Descendants

- A person's descendants shall include all of his or her lineal descendants through all generations.

A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.

An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

c. Per Stirpes Distributions

Whenever a distribution is to be made to a person's descendants, per stirpes:

The distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants.

Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

d. Education

As used in this trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational, or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable.

e. Personal Representative

For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee, or any other form of personal representative.

f. Disability

Except as otherwise provided in this agreement, any individual may be treated as disabled, incompetent, or legally incapacitated if:

The individual has been declared or adjudicated as such by a court of competent jurisdiction, or

A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction, or

The individual has been certified as such in writing by at least two licensed physicians, or

The individual has disappeared or is absent for unexplained reasons, or the individual is being detained under duress where the individual is unable to effectively manage his or her property or financial affairs.

Section 2. The Rule Against Perpetuities

Unless sooner terminated by the express provisions of this agreement, each trust created in this agreement shall terminate twenty-one years after the death of the last survivor of the group composed of the both of us and those of our descendants living at the date this trust agreement is signed. At that time, the property held in trust shall be discharged of any further trust, and shall immediately vest in and be distributed to those persons entitled to receive or have the benefit of the income from the respective trust.

For purposes of distributions under this Section only, it shall be presumed that any person then entitled to receive any discretionary payments of the income of a separate trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income.

Section 3. Protective Clause

To the fullest extent permitted by law, the interests of all of the beneficiaries in the various trusts and trust property subject to this agreement shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement.

Such interests shall not be subject to legal process or to the claims of any creditors while such interests remain trust property.

Section 4. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section 5. Contest Clause

If any person, including a beneficiary, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, or commences or prosecutes any legal proceedings to set this agreement aside, then in such event such person shall forfeit his or her share, cease to have any right or interest in the trust property, and shall be deemed to have predeceased both of us.

Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this trust agreement the result of which would be for that person to receive the trust property free of trust earlier than provided by the terms of the trust, then the disclaiming person shall forfeit his or her interest in the trust, shall cease to have any right or interest in the trust property, and shall be deemed to have predeceased both of us.

Section 6. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section 7. General Matters

The following general matters of construction shall apply to the provisions of this agreement:

a. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

b. Headings of Articles, Sections, and Paragraphs

The headings of Articles, Sections, and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

c. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt.

d. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt.

e. Applicable State Law

The validity of this trust shall be determined by reference to the laws of the State of Massachusetts.

Questions with regard to the construction and administration of the various trusts contained in this agreement shall be determined by reference to the laws of the state in which the trust is then currently being administered.

f. Duplicate Originals

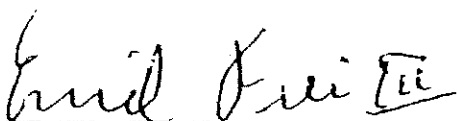
This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

g. Severability

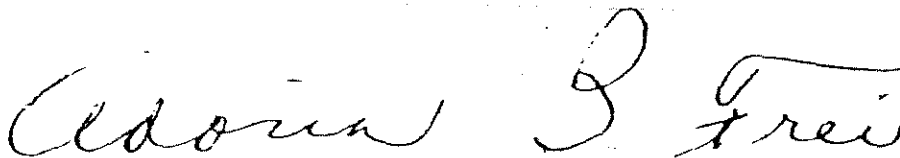
~~If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.~~

We have executed this agreement the day and year first written above.

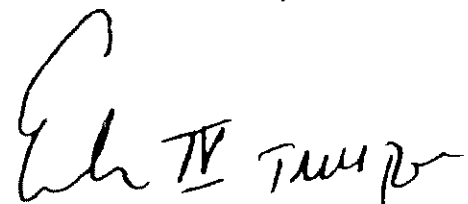
We certify that we have read our foregoing irrevocable trust agreement, and that it correctly states the terms and conditions under which our trust property is to be held, managed, and disposed of by our Trustee. We approve this irrevocable trust in all particulars, and request our Trustee to execute it.



EMIL FREI, III, Trustmaker



ADORIA B. FREI, Trustmaker



EMIL FREI, IV, Trustee



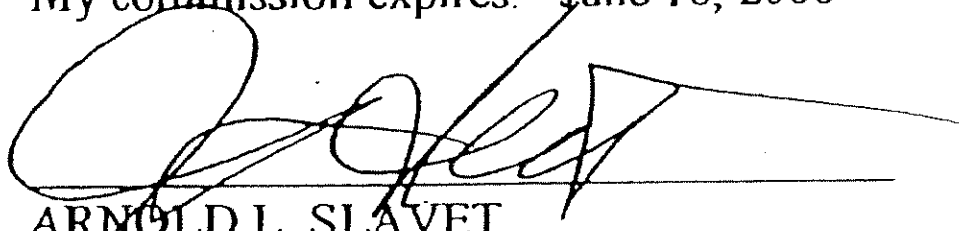
PETER AUGUSTINE BROCK, Trustee

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing irrevocable trust agreement was acknowledged before me on
October 29, 1996, by EMIL FREI, III, as Trustmaker.

Witness my hand and official seal.

My commission expires: June 16, 2000



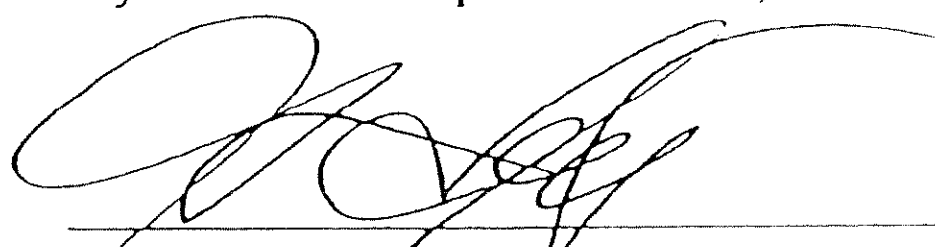
ARNOLD L. SLAVET
Notary Public

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

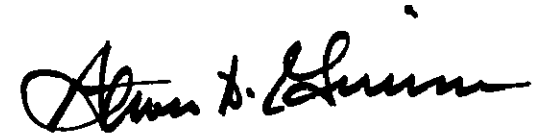
The foregoing irrevocable trust agreement was acknowledged before me on
October 29, 1996, by ADORIA B. FREI, as Trustmaker.

Witness my hand and official seal.

My commission expires: June 16, 2000



ARNOLD L. SLAVET
Notary Public


CLERK OF THE COURT

RPLY
JONATHAN W. BARLOW
Nevada Bar No. 9964
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Henderson, NV 89012
(702) 476-5900
(702) 924-0709 (Fax)
jonathan@clearcounsel.com
Attorneys for Stephen Brock

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

CASE NO. P-09-065257-T

FREI IRREVOCABLE TRUST, dated
October 29, 1996.

DEPARTMENT: 26

**REPLY TO OPPOSITION TO PETITION TO CONSTRUE TERMS OF TRUST, TO
COMPEL COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM REMOVAL OF
TRUSTEE, TO COMPEL REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO
RELEASE JURISDICTION OF THE TRUST**

Stephen Brock ("Petitioner"), by and through his attorneys of record of the law firm Clear
Counsel Law Group, hereby replies to Premier Trust's Opposition to Petitioner's Petition in this
matter, as follows:

This Court should enter an Order granting Petitioner's Petition for the following reasons:

A. The purported pledge under the Settlement Agreement was void at the time it was
made and, therefore, unenforceable.

B. At the time of Dr. Frei's death, the Frei family stood only as mere alleged
creditors, unsecured and non-judgment, against Petitioner.

C. The Trust does not permit the trustee of the Trust to make payments of a
beneficiary's interest in the Trust to unsecured, non-judgment alleged creditors.

1 D. Because Premier Trust made payment from Petitioner's share of the Trust to
2 unsecured, non-judgment alleged creditors of Petitioner, Premier Trust has breached its fiduciary
3 duties under the Trust and must be ordered to redress that breach.

4 E. Premier Trust must be removed as trustee because of its breach of fiduciary duty
5 and because Petitioner is the only income beneficiary and, therefore, has the right to remove
6 Premier Trust.

7 MEMORANDUM OF POINTS AND AUTHORITY

8 1. Petitioner Disputes Liability, if Any, Under the Settlement Agreement.

9 Premier Trust's opposition in this matter relies entirely on the alleged validity of the
10 Settlement Agreement entered into between Petitioner and the Frei Family in March-June 2010.
11 Though the validity of the entire Settlement Agreement is not at issue in this matter, Petitioner
12 notes that he disputes liability under the Settlement Agreement. Petitioner was never properly
13 advised prior to entering into the Settlement Agreement despite the fact that his counsel at the
14 time had billed Petitioner for over **\$480,000** in legal fees. Despite \$480,000 in billings,
15 Petitioner's attorney at the time never advised Petitioner regarding the spendthrift nature of the
16 Trust and regarding Petitioner's rights as a beneficiary of a spendthrift trust.

17 Instead, Petitioner was under serious duress when he was forced to enter into the
18 Settlement Agreement. At the time of the Settlement Agreement, Petitioner and the Frei family
19 were in the middle of a civil trial on highly disputed claims. In an attempt to curry favor with the
20 Court and paint Petitioner as the bad guy, Premier Trust wrongfully asserts that the civil trial
21 related to allegations of misappropriation of funds by Petitioner. To the contrary, the civil trial
22 related to Dr. Frei's transfer of assets among and to various trusts and whether such transfers
23 should be set aside. The Nevada Supreme Court has described the nature of that action and
24 nowhere described it as an action against Petitioner for misappropriation of funds. Frei ex rel.

1 Litem v. Goodsell, 305 P.3d 70, 71 (Nev. 2013). In short, Petitioner has never agreed that he
2 misappropriated funds and has never settled any claims of misappropriation of funds. The
3 Settlement Agreement related to Dr. Frei's transfer of assets to various trusts and nothing else.
4 Petitioner was involved because of his role as trustee of one of those trusts that received a transfer
5 of assets from Dr. Frei.

6 Just before the beginning of the trial, Petitioner's counsel informed him that she would not
7 attend the trial unless Petitioner brought a \$50,000 payment to her for incurred legal fees. Under
8 duress on the eve of trial, Petitioner borrowed \$50,000 and paid it to his counsel. During the
9 middle of this trial on highly disputed claims, Petitioner's counsel informed Petitioner that he had
10 to pay her a substantial amount for legal fees and that he should just settle the case. Petitioner felt
11 he had no real option at that point but to accept a settlement and under duress entered into the
12 Settlement Agreement. To be certain, Petitioner did not agree to any liability for any claim of
13 misappropriation of funds. Suggesting otherwise is false and prejudicial to Petitioner.

14 Furthermore, Petitioner disputes the amount of his obligation, if any, under the Settlement
15 Agreement. The Frei family has never sought to enforce the Settlement Agreement in any judicial
16 proceeding and has never obtained a judgment against Petitioner. Instead, the Frei family merely
17 alleges that it is owed money under the Settlement Agreement. Petitioner disputes that claim and
18 if the Frei family ever attempts to actually seek judicial enforcement of the Settlement Agreement
19 (which it has never yet done so), Petitioner will strenuously dispute any liability under an ill-
20 conceived Settlement Agreement entered into without proper legal advice and while under severe
21 duress.

22 Again, the validity of the Settlement Agreement as a whole is not in dispute in this matter.
23 Petitioner merely raises this point to emphasize that his liability, if any, under the Settlement
24 Agreement is disputed and has never been reduced to a judgment against Petitioner. As such, the

1 Frei family stands merely as an alleged unsecured creditor, and a non-judgment creditor at that, of
2 Petitioner.

3 2. The Attempted Pledge of Interest in the Settlement Agreement is Void.

4 Contrary to Premier Trust's assertion in its Opposition, the attempted assignment of
5 Petitioner's interest in the Trust by way of the Settlement Agreement is void. It is blackletter law
6 that "a material purpose of a spendthrift trust is **to prevent anticipation or control of future**
7 **income or corpus** by the protected income beneficiary." In re Estate of Bonardi, 871 A.2d 103,
8 108 (N.J. App. Div. 2005) (emphasis added). Further blackletter law provides, "A spendthrift
9 trust is a trust created for the maintenance or benefit of a beneficiary which is **secured against his**
10 **improvidence**, placing it beyond the reach of his creditors." Jackson v. Fidelity and Deposit Co.
11 of Maryland, 269 Va. 303, 308, 608 S.E.2d 901, 903 (2005) (emphasis added). As explained in
12 the Petition, in 2010 at the time of the purported pledge of Petitioner's interest in the Trust, the
13 Trust was a valid spendthrift trust thus causing any pledge or anticipation of Petitioner's future
14 interest in the Trust to be invalid. See Pet. to Construe Trust, p. 4, l. 15 – p. 5, l. 21.

15 Premier Trust, however, argues that the spendthrift nature of the Trust was destroyed in
16 2009 when this Court entered an Order reforming the Trust to allow the beneficiaries of the Trust
17 the right to request full distribution of the beneficiary's share of the Trust after the death of the
18 surviving settlor. Thus, Premier Trust argues that because Petitioner could demand distribution of
19 his share of the Trust at some point in the future, the spendthrift provision of the Trust was
20 destroyed immediately, and Petitioner was therefore entitled to pledge his interest in the Trust in
21 2010. Premier Trust's argument is an inapposite red herring and, if adopted, would hold contrary
22 to the entire body of spendthrift trust law.

23 In March-June 2010, when the Settlement Agreement was entered into purporting to
24 pledge Petitioner's interest in the Trust, Dr. Frei (Settlor of the Trust) was alive and, therefore,

1 Petitioner had no then-current right to demand distribution of income or principal from the Trust.
2 During Dr. Frei's life, distribution of the Trust was governed by Article Three of the Trust, not by
3 the reformed Article Seven of the Trust, which applies only after Dr. Frei's death. Article Three,
4 Section 2, provides that a beneficiary (including Petitioner) has a right to withdraw that
5 beneficiary's pro rata share of any property contributed to the Trust within thirty days of the
6 contribution. This right is commonly known as a Crummey right and is a standard feature of
7 irrevocable life insurance trusts (such as was this Trust). Importantly, the Crummey right of
8 withdrawal does not extend to the income or principal of the Trust, but only to the property that is
9 contributed to the Trust at the time of its contribution. The amount that a beneficiary could
10 withdraw from the Trust could not exceed the lesser of the annual gift tax exclusion amount or the
11 maximum amount allowed under Section 2514(e) of the Internal Revenue Code. See Trust, Art.
12 Three, Sec. 3.

13 Any amount that the beneficiaries did not withdraw from the Trust pursuant to the
14 Crummey right was required to remain in trust. See Trust, Art. Three, Sec. 9. As to all such
15 amounts that remain in trust, including the amounts not withdrawn under the Crummey right and
16 all other income and principal of the Trust, the trustee was granted "sole and absolute discretion"
17 over the payment and application of the income and principal of the Trust for the benefit of the
18 beneficiaries. See Trust, Art. Three, Sec. 9.a. As such, during the life of Dr. Frei Petitioner (and
19 all other beneficiaries) had no right whatsoever to demand any distribution of any income or
20 principal from the Trust while Dr. Frei was alive.

21 Premier Trust urges, however, that the reformation of the Trust, which granted Petitioner a
22 future right to demand distribution from the Trust invalidated the spendthrift nature of the Trust
23 as of the entry of the 2009 Order reforming the Trust. To the contrary, the law of spendthrift
24 trusts is clear that if "the beneficiary is entitled to have the principal conveyed to him at a future

1 **time**, a restraint on the voluntary or involuntary transfer of his interest in the principal is valid.”
2 Restatement (Second) of Trusts, §153(1) (emphasis added) (see footnotes to this Section of the
3 Restatement for a multitude of cases supporting this proposition). Here, Petitioner had no
4 entitlement to principal until the death of Dr. Frei, which death would not occur for three more
5 years after entering into the Settlement Agreement. Thus, Article Thirteen, Section Three of the
6 Trust was in full force and effect in 2010 when Petitioner purported to pledge his interest in the
7 Trust. The spendthrift provision of the Trust being then in effect, the purported pledge was invalid
8 and void. See Baker v. Vermont Bank & Trust Co., 342 F.2d 12 (2nd Cir. 1965) (holding that a
9 spendthrift clause voided an assignment of a beneficial interest made prior to the beneficiary’s
10 interest becoming possessory); In re Vought’s Estate, 57 Misc.2d 396, 407 (N.Y. Surr. Ct. 1967)
11 (holding that an assignment of a future possessory interest was “void and un-enforceable”).

12 3. Petitioner’s “Consent” to the Settlement Agreement is Irrelevant.

13 Contrary to Premier Trust’s assertion, whether Petitioner “consented” to the Settlement
14 Agreement in 2010 is irrelevant to the question of whether the pledge of interest contained in the
15 Settlement Agreement is void. As set forth in the Petition, Nevada law cannot provide any more
16 clearly that the trust estate of a spendthrift trust “**shall never be assigned, aliened, diminished**
17 **or impaired** by any alienation, transfer or seizure” NRS 166.120(1) (emphasis added). In
18 fact, the trustee of a spendthrift trust is “**required** to disregard and defeat every assignment or
19 other act, **voluntary** or involuntary, that is attempted contrary to the provisions of [Chapter 166].”
20 NRS 166.120(4) (emphasis added). In short, even if the beneficiary **voluntarily** attempts (i.e.,
21 “consents”) to pledge his interest in a spendthrift trust, such voluntary pledge must be disregarded
22 and defeated.

23 Any holding supporting Premier Trust’s argument that Petitioner’s voluntary consent to
24 the pledge destroyed the spendthrift nature of the Trust in 2010 would undermine the very nature

1 of spendthrift trust law, which is premised upon the very inability of beneficiaries to voluntarily
2 grant their creditors access to their interest in a spendthrift trust. Such a proposition is so
3 axiomatic in spendthrift trust law that citation to cases in support of this position should seem
4 unnecessary and would prove voluminous. See, Reporter's Notes to Restatement (Second) of
5 Trusts, §153, for a multitude of cases cited in support of this proposition. In short, whether
6 Petitioner consented to the Settlement Agreement or not, the pledge of his interest in the
7 Settlement Agreement is void.

8 4. Petitioner was Ignorant of the Fact that the Pledge was Invalid.

9 Premier Trust's argument that judicial estoppel prevents Petitioner from arguing that the
10 pledge was invalid is inapposite. As noted by Premier Trust, judicial estoppel may apply if a party
11 states in a judicial proceeding that "a given **fact** is true," yet attempts in a later judicial
12 proceeding to deny that "fact" as true. Valle v. Dist. Ct., 44 P.3d 506, 514 (Nev. 2002) (emphasis
13 added). Here, Petitioner never stated under oath in the original judicial proceeding in 2010 that he
14 was capable of pledging his interest in a spendthrift trust. In fact, examination of the transcript of
15 the hearing provided by Premier Trust shows that there was no discussion or even mention
16 regarding the fact that the Trust was a spendthrift trust in 2010. Neither Petitioner's attorney at
17 that time nor any of the Frei family's attorneys nor the attorney ad litem Fred Waid nor Judge
18 Cory acknowledged that the Trust was subject to a spendthrift provision. Petitioner was never
19 advised regarding his rights and interests under a spendthrift trust. Thus, Petitioner did not state as
20 a fact under oath that he was capable of pledging an interest in a spendthrift trust.

21 Second, whether Petitioner could pledge an interest in a spendthrift trust in 2010 was not a
22 "fact," but instead a conclusion of law. As described above, even if Petitioner had stated under
23 oath in 2010 that he could pledge his interest in a spendthrift trust, the law absolutely precluded
24 such a pledge from being valid as a matter of law. Had Petitioner stated under oath in 2010 that

1 he was Commander in Chief of the United States of America, judicial estoppel would not prevent
2 him from acknowledging in a later judicial proceeding that the law in 2010 did not support his
3 assertion that he was Commander in Chief regardless of what he may have asserted as “fact” in
4 the first judicial proceeding.

5 In any event, Premier Trust correctly notes that judicial estoppel will not apply if the first
6 position is taken as a result of ignorance, fraud, or mistake. See Opp. to Pet. to Construe Trust, p.
7 6, l. 22 (citing Marcuse v. Del Webb Communities, Inc., 163 P.3d 462, 468 (Nev. 2007)). As set
8 forth above in detail, apparently all parties were ignorant of the spendthrift nature of the Trust in
9 2010 when entering into the Settlement Agreement. At the very least, Petitioner’s counsel never
10 advised him that his interest in the Trust was subject to a spendthrift provision. Had Petitioner’s
11 counsel understood that the Trust was subject to a valid spendthrift provision, Petitioner assumes
12 that his counsel, “who has been practicing in the area of trust and estate litigation since 1999”
13 (see Opp. to Pet. to Construe Trust, p. 7, l. 12-13) and who had billed Petitioner for over \$480,000
14 in legal services, would have found time within a half a million dollars’ worth of legal work to
15 properly advised him regarding the spendthrift nature of the Trust. Petitioner’s counsel did not
16 provide such advice, and Petitioner entered into the Settlement Agreement based upon such
17 deficient legal advice. As such, Petitioner was ignorant of the fact that he could not assert that he
18 could pledge his interest in the Trust because he did not receive competent legal advice regarding
19 this issue at that time. Furthermore, as set forth above, any such assertion is clearly a mistake as
20 Nevada law clearly prohibits such an assertion at the time that it was made.

21 Because Petitioner never asserted as a fact that he could pledge his interest in a spendthrift
22 trust, because Petitioner was never advised of his rights under a spendthrift trust, and because
23 Nevada law prohibits a pledge of an interest in a spendthrift trust, judicial estoppel has no
24

1 application in this matter and does not bar Petitioner's arguments in this matter at the present
2 time.

3 5. Premier Trust's Payment to Petitioner's Creditors Violates Settlers' Intent.

4 It is axiomatic in trust law that the Court is required to ascertain and enforce the intent of
5 the settlers. See Concannon v. Winship, 94 Nev. 432, 434, 581 P.2d 11, 13 (1978) (stating that a
6 court's primary aim in construing a testamentary document is "to give effect ... to the intentions
7 of the testator") (citations omitted). Premier Trust has violated the Settlers' intent by paying
8 assets of the Trust over to creditors of a beneficiary of the Trust contrary to the Settlers' intent.
9 The Court will search the terms of the Trust in vain to find a provision of the Trust directing or
10 even permitting the trustee discretion to pay over and apply the principal and income of the Trust
11 to an unsecured non-judgment creditor of a beneficiary of the Trust. Instead, the Settlers made it
12 abundantly clear in the Trust that the principal and income was to be paid and applied only for the
13 education, health, maintenance, and support of the beneficiaries during the life of the Settlers (see
14 Trust, Art. Three, Sec. 9) and to pay the income and principal of the Trust only for the education,
15 health, maintenance, and support of the beneficiaries after the death of the second of the Settlers
16 (see Trust, Art. Seven, Sec. 1.b. as reformed). In short, there is no provision in the Trust
17 authorizing the trustee of the Trust to pay any amount of the income or principal of the Trust to
18 any creditor of the beneficiaries. Thus, the Settlers' intent was clear that the Trust was prepared to
19 provide for the benefit of their beneficiaries, not for the benefit of their beneficiaries' creditors.

20 Despite the Settlers' clear intent that their estate be applied only to the education, health,
21 maintenance, and support of their beneficiaries, Premier Trust paid over \$300,000 of Petitioner's
22 share of the Trust to the Frei family as alleged creditors of Petitioner. The Frei family has never
23 sought for, much less ever actually obtained, a judgment against Petitioner, nor has the Frei
24 family ever served any legal process on Premier Trust to attach to Petitioner's interest in the

1 Trust. Premier Trust paid over \$300,000 based solely on a demand letter received from the Frei
2 family after Dr. Frei's death. Premier Trust's actions in paying over \$300,000 to an unsecured
3 non-judgment creditor is prima facie evidence of breach of fiduciary duty.

4 Premier Trust, however, asserts that Petitioner consented to Premier Trust's actions and,
5 therefore, cannot allege a breach of fiduciary duty against Premier Trust. Premier Trust's
6 argument ignores the facts of this matter. Petitioner has never consented to Premier Trust's
7 actions and has never consented to allow Premier Trust to pay over \$300,000 of Petitioner's share
8 of the Trust to his unsecured, non-judgment, and disputed alleged creditors. As Premier Trust is
9 well aware, Petitioner has previously informed Premier Trust that he did not consent to any
10 payments to the Frei family. See Declaration of Stephen Brock on file in this matter filed on
11 January 12, 2015.

12 Premier Trust also argues that because Petitioner "consented" to the Settlement
13 Agreement in 2010, Petitioner also apparently pre-consented to Premier Trust's future actions
14 three to four years later. Such an assertion is nonsensical. Whether Petitioner may have consented
15 to the Settlement Agreement in 2010 – which he asserts he did not do – simply cannot be
16 construed to be consent to unknown and unanticipated breaches of Premier Trust's fiduciary
17 duties four years later. Even if Petitioner's consent to the Settlement Agreement does equal
18 consent to some future, undefined and unknown actions of the trustee, such consent in 2010 was
19 in anticipation of and pledge against the future interest, which is clearly prohibited by the Trust
20 and Nevada law.

21 To be certain, Petitioner has never consented to Premier Trust paying any portion of the
22 Trust over to Petitioner's alleged unsecured, non-judgment creditors, including to the Frei family.
23 Premier Trust has never asked for Petitioner's consent and has never consulted with Petitioner
24 about the demands made against Premier Trust by the Frei family. At all times, Premier Trust has

1 acted on its own in complete disregard for Petitioner's rights or interests under the Trust and has
2 acted solely at the direction of the Frei family. An invalid attempted pledge and anticipation of
3 Petitioner's interest in the Trust cannot excuse Premier Trust's total disregard of its fiduciary
4 duties to Petitioner. Because the attempted pledge in the Settlement Agreement is void ab initio,
5 at the time of Dr. Frei's death in 2013 the Frei family merely stood in line as one of Petitioner's
6 alleged unsecured, non-judgment creditors.

7 After reviewing Premier Trust's Opposition, one is left to wonder why Premier Trust has
8 abdicated all loyalty and duty to Petitioner, to whom Premier Trust owes fiduciary duties, in favor
9 of Petitioner's alleged unsecured, non-judgment creditors, to whom Premier Trust owes no
10 fiduciary duties. Instead of defending and protecting Petitioner, Premier Trust has acquiesced at
11 every step to the demands of the Frei family while completely disregarding Petitioner. The fact
12 that Premier Trust's actions have solely favored the Frei family and that the Frei family has
13 joined in Premier Trust's Opposition is clear evidence of Premier Trust's collusion with and
14 acquiescence to the Frei family to whom Premier Trust owes no fiduciary duty to the complete
15 derogation of Petitioner to whom Premier Trust does owe fiduciary duties.

16 6. Petitioner is the Only Income Beneficiary of the Trust and has the Right to
17 Remove the Trustee.

18 Finally, lest this point be lost in the shuffle, Petitioner has asserted his right to remove
19 Premier Trust as trustee of the Trust pursuant to Article Ten, Section 2 of the Trust, which grants
20 the right of removal to "a majority of the beneficiaries then eligible to receive mandatory or
21 discretionary distributions of net income" under the Trust. Premier Trust misconstrues this
22 provision by alleging that Petitioner is not the only beneficiary of the Trust and, therefore, has no
23 right to exercise the right of removal alone. See Opp., p. 13, l. 12-16. Premier Trust's assertion is
24

1 misplaced. The question is who are the income beneficiaries of the Trust, not who are the
2 beneficiaries of the Trust.

3 Upon information and belief, the only assets that remain in the Trust are Petitioner's entire
4 share of the Trust (less those amounts paid to the Frei family wrongfully) and an administrative
5 reserve. All of the other beneficiaries, except for Petitioner, have received distribution of
6 essentially all of their shares of the Trust. Those beneficiaries are not entitled to and are in fact
7 not receiving any mandatory or discretionary distributions of net income. Their only remaining
8 interest, if any, in the Trust is to receive some very small, if any, pro rata share of what remains of
9 the administrative reserve after Premier Trust concludes its administration of the Trust. Premier
10 Trust is not paying and will not be paying any income to these beneficiaries from the
11 administrative reserve. As such, Petitioner is the only current income beneficiary of the Trust and
12 has the right to remove Premier Trust pursuant to Article Ten, Section 2 of the Trust. In any
13 event, Premier Trust's removal is more than justified under NRS 153.031(k).

14 Petitioner, therefore, requests that the Court either confirm the removal of Premier Trust
15 or that the Court actually remove Premier Trust as trustee of the Trust.

16 THEREFORE, Petitioner petitions the Court to enter the following orders as detailed in
17 the Petition:

18 A. That the terms of the Trust be construed to declare that the Trust is a valid
19 spendthrift trust pursuant to the terms of the Trust and pursuant to Nevada law;

20 B. That the trustees of the Trust be compelled to comply with the terms of the Trust
21 and to disregard and defeat any demand upon the Trust from Petitioner's creditors, including
22 specifically the Emil Frei Trust;

23 C. That the Court declare that the attempted pledge or assignment of Petitioner's
24 interest in the Trust by way of the Settlement Agreement is void ab initio;

1 D. That the Court confirm the removal of Premier Trust as trustee of the Trust, or in
2 the alternative, order the removal of Premier Trust;

3 E. That Premier Trust be ordered to pay \$300,000 to Petitioner's share of the Trust;

4 F. That the trustee fee of Premier Trust be reduced to \$0 and that Premier Trust be
5 ordered to return any trustee fee it has collected;

6 G. That Premier Trust be ordered to pay the attorneys' fees and costs incurred by
7 Petitioner in bringing this Petition;

8 H. That the Court release jurisdiction of the Trust; and,

9 I. For such other and further orders as this Court deems appropriate.

10 DATED this 12th day of January, 2015.

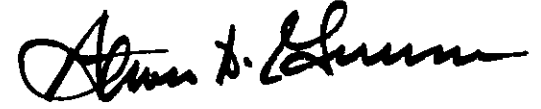
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12 

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CLERK OF THE COURT

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

IN THE MATTER OF) Case No. P-09-065257-T
FREI IRREVOCABLE TRUST,) Dept No. 26
dated October 29, 1996.)
)
)
)

**REPLY TO STEPHEN BROCK'S OBJECTION TO JOINDER IN OPPOSITION TO
PETITION TO CONSTRUE TERMS OF TRUST, TO COMPEL COMPLIANCE WITH
TERMS OF TRUST, TO CONFIRM REMOVAL OF TRUSTEE, TO COMPEL
REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO RELEASE
JURISDICTION OF THE TRUST**

Lawrence Howe and Elizabeth Mary Frei, as beneficiaries of the FREI IRREVOCABLE TRUST, dated October 29, 1996 ("Trust"), by and through their attorneys, Todd L. Moody and Russel J. Geist of the law firm of Hutchison & Steffen, LLC, hereby reply to Stephen Brock's Objection to their Joinder in Opposition to Petition to Construe Terms of Trust, to Compel Compliance with Terms of Trust, to Confirm Removal of Trustee, to Compel Redress of Breach of Fiduciary Duties, and to Release Jurisdiction of the Trust ("Objection") and hereby state as follows:

The Objection filed Stephen M. Brock ("Brock") first argues that Lawrence Howe and Elizabeth Mary Frei have no standing to "interject" in the proceeding. Brock then attempts to frame the issues as involving only "his share" of the Trust. However, Brock is petitioning the Court to remove Premier Trust, Inc., as the Trustee of the Trust, an action which impacts

1 Lawrence Howe's and Elizabeth Mary Frei's "property right in or claim against a trust estate"
2 as contemplated by NRS 132.185(1). Additionally, as Brock points out in his Objection,
3 Lawrence Howe and Elizabeth Mary Frei are the trustees and beneficiaries of the Emil Frei III
4 Trust which will be directly impacted by Brock's petition if he should prevail. Therefore, the
5 standing of Lawrence Howe and Elizabeth Mary Frei as interested persons under NRS 132.185
6 as beneficiaries under the Frei Irrevocable Trust, dated October 29, 1996, as well as trustees and
7 beneficiaries under the Emil Frei III Trust should be confirmed in these proceedings.

8 Brock further objects to the counsel of choice of Lawrence Howe and Elizabeth Mary
9 Frei arguing, but not demonstrating a conflict of interest prohibiting their choice of counsel in
10 this matter. First of all, there is no conflict of interest by Hutchison & Steffen, LLC ("H&S")
11 representing Lawrence Howe and Elizabeth Mary Frei in this matter. It is true that H&S
12 represented Fred Waid previously who was serving as guardian-ad-litem for Dr. Emil Frei in
13 the prior litigation. Mr. Waid is an attorney, but is not licensed nor does he practice in Nevada.
14 Mr. Waid frequently serves as an independent fiduciary as appointed by the court or by
15 stipulation among parties, and Mr. Waid's choice of counsel to represent him is never limited to
16 H&S, with whom he retains an of counsel relationship. In the matter of Dr. Frei's lawsuit
17 against Brock, Mr. Waid was serving as GAL to Dr. Frei, and maintained such relationship
18 until Dr. Frei's passing.

19 Significantly, Brock's argument to remove H&S as the counsel of choice for Lawrence
20 Howe and Elizabeth Mary Frei provides no legal or statutory authority to disqualify H&S. In
21 fact, the rule governing a lawyer's duties to former clients does not support removal of H&S.
22 H&S would be prohibited from representing the current trustees of the Emil Frei III Trust and
23 beneficiaries under the Trust at the heart of the instant matter if the instant matter is "the same
24 or a substantially related matter in which [Lawrence Howe and Elizabeth Mary Frei's] interests
25 are **materially adverse** to the interests of [Fred Waid as GAL of Dr. Emil Frei]." NRPC 1.9(a)
26 (emphasis added).

27 It must be stated that disqualification "is an extreme remedy that will not be imposed
28 lightly" because it "[i]nvariably ... causes delay, increases costs, and deprives parties of the

1 counsel of their choice.” *Millen v. Eighth Jud. Dist. ex re. County of Clark*, 122 Nev. 1245,
2 1256, 148 P.3d 694,701 (2006). Disqualification is only appropriate “when no other practical
3 alternative exists.” *Id.*

4 In the case of Brock’s Objection, merely raising a specter of conflict is not sufficient to warrant
5 disqualification of H&S. Brock bears the burden of proving whether the matters are the same
6 or substantially related and “ must have evidence to buttress the claim that a conflict exists.”
7 *Robbins v. Gillock*, 109 Nev. 1015, 1016, 862 P.2d 1195, 1197 (1993). Brock has presented no
8 evidence warranting such disqualification.

9 Contrary to Brock’s assertion in his Objection (and bolstered by his declaration given
10 under penalty of perjury), Lawrence Howe and Elizabeth Mary Frei’s position in the instant
11 matter, either as the current trustees of the Emil Frei III Trust or beneficiaries under the Trust in
12 this matter, is not materially adverse to that of Dr. Frei.

- 13 a. The underlying lawsuit against Brock was not brought by “Dr. Frei’s children”
14 as Brock claims under penalty of perjury in his declaration. Rather, Dr. Frei
15 himself sued Brock to recover his assets upon learning that Brock had caused
16 large sums of Dr. Frei’s savings and other property to be transferred to Brock’s
17 control in the Adoria Frei Trust. The settlement agreement obtained in the
18 lawsuit benefitted Dr. Frei’s trust, the Emil Frei III Trust, of which Lawrence
19 Howe and Elizabeth Mary Frei are current trustees and the Frei children are
20 beneficiaries.
- 21 b. The trustees of the Emil Frei III Trust and Dr. Frei’s children were aligned with
22 Dr. Frei’s interests in recovering against Brock’s conversion of Dr. Frei’s assets
23 in the lawsuit initiated by Dr. Frei against Brock.
- 24 c. Obviously, the interests of Lawrence Howe and Elizabeth Mary Frei as trustees
25 of the Emil Frei III Trust are materially adverse to Brock in this matter, as
26 Brock’s Petition seeks to remove the source of payment for the agreed-upon
27 security on the settlement agreement which Dr. Frei obtained in his lawsuit
28 against Brock.

- 1 d. The interests of Lawrence Howe and Elizabeth Mary Frei as trustees of the Emil
2 Frei III Trust are not materially adverse in the instant matter to Dr. Frei who
3 initiated the lawsuit against Brock.
- 4 e. H&S represented Mr. Waid who was then serving as Dr. Frei's GAL during the
5 lawsuit. As GAL, Mr. Waid clearly was not adverse to Dr. Frei's interests in Dr.
6 Frei's lawsuit against Brock. In fact, Mr. Waid was representing Dr. Frei's
7 interests in the lawsuit as his GAL.
- 8 f. The conflict of interest to be raised would be between Dr. Frei's estate and
9 Lawrence Howe and Elizabeth Mary Frei as current trustees of the Emil Frei III
10 Trust, and the Estate of Dr. Frei, nor its beneficiary which is the Emil Frei III
11 Trust, has not challenged H&S' representation of the current trustees of the Emil
12 Frei III Trust.
- 13 Brock cannot prove a conflict of interest sufficient to disqualify H&S, nor can Brock show that
14 the joining parties interests are materially adverse to Dr. Frei. In fact, they are perfectly aligned
15 in that Lawrence Howe and Elizabeth Mary Frei seek to prevent Brock from unfairly
16 circumventing his agreed-upon payment of security under the settlement agreement with Dr.
17 Frei and his trust.
- 18 It must be emphasized that, under the Settlement Agreement at issue, Brock agreed to
19 make payments to the Emil Frei III Trust, not "the Frei family" as he repeatedly claims in his
20 Objection and in his declaration. Therefore, the trustees of the Emil Frei III Trust, Lawrence
21 Howe and Elizabeth Mary Frei, have standing in the matter as an interested person. Any
22 conflict alleged by Brock evaporates under examination: the interests of the trustees of the Emil
23 Frei III Trust, Lawrence Howe and Elizabeth Mary Frei, are perfectly aligned with Dr. Frei who
24 initiated the lawsuit against Brock which gave rise to the settlement; and Dr. Frei's other
25 children, as beneficiaries of the Emil Frei III Trust have an interest in the outcome of Brock's
26 instant petition as well, an interest which is not materially adverse to that of Dr. Frei, nor his
27 GAL, either. In fact, while Dr. Frei was alive, his agent under his power of attorney, Emil Frei
28 IV, regularly informed Brock of his default under the agreement each month that he failed to

1 make the payments that he had promised to make. Not only did Brock not dispute his
2 obligation, he wrote to Dr. Frei's POA on several occasions of his intention to fulfill his
3 obligation, despite ultimately not doing so.

4 CONCLUSION

5 This Court should deny Brock's Objection to Lawrence Howe and Elizabeth Mary
6 Frei's Joinder in Premier Trust, Inc.'s Opposition to his Petition to Construe Terms of the
7 Trust. Lawrence Howe and Elizabeth Mary Frei must be allowed to appear as interested
8 persons to the Trust at the heard of Brock's Petition. Further, Brock has not demonstrated that
9 the interests of the trustees of the Emil Frei III Trust are materially adverse to Dr. Frei or Fred
10 Waid, who was Dr. Frei's GAL during his lawsuit against Brock which is the genesis of
11 Brock's Petition. In fact, Lawrence Howe and Elizabeth Mary Frei as trustees of the Emil Frei
12 III Trust have interests that are perfectly aligned with those of Dr. Frei during his lawsuit
13 against Brock, since Dr. Frei intended that the Emil Frei III Trust benefit from the settlement
14 agreement obtained against Brock. There is no reason to disqualify H&S from its
15 representation of Lawrence Howe and Elizabeth Mary Frei in this matter.

16 Dated this 13 day of January, 2015.

17 HUTCHISON & STEFFEN, LLC



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this 13 day of January, 2015, I caused the above and foregoing document entitled **REPLY TO STEPHEN BROCK'S OBJECTION TO JOINDER IN OPPOSITION TO PETITION TO CONSTRUE TERMS OF TRUST, TO COMPEL COMPLIANCE WITH TERMS OF TRUST, TO CONFIRM REMOVAL OF TRUSTEE, TO COMPEL REDRESS OF BREACH OF FIDUCIARY DUTIES, AND TO RELEASE JURISDICTION OF THE TRUST** to be served as follows:

- ☒ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☐ to be served via facsimile; and/or
- ☒ pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail; and/or
- ☐ to be hand-delivered;

to the attorneys and/or parties listed below at the address and/or facsimile number indicated below:

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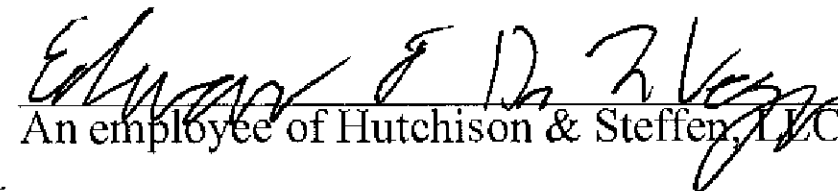
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