

In order to reduce the costs of administering a trust, it may be appropriate to authorize accountings to be rendered other than in conjunction with a court proceeding. In addition, it may be appropriate to allow adult beneficiaries to execute receipt and release agreements with respect to the trust and for such agreements to be binding upon all other beneficiaries. The following language may help to achieve those results:

Form of Accountings

The Trustee from time to time shall render written (or, if specifically requested by a beneficiary, another form, such as electronics) statements of the activities of each trust hereunder to the persons or their legal representatives who were eligible or entitled to distributions from such trust during any portion of the time covered by such statements, setting forth such information as the Trustee, in the exercise of sole and absolute discretion, determines including receipts, disbursements and investments received, incurred and made and sold. Any adult and competent person receiving such a statement shall be bound by all matters which are disclosed in or which may be reasonably inferred from such statements and shall not object or bring suit against the Trustee as to any matter so disclosed or inferred unless and except to the extent that the person advises the Trustee in writing within two years of the receipt of such statement that the person objects to any matter so disclosed in or reasonably inferred on such statement. Any such written statement by the person must specify the matters with respect to which the person objects and no written statement which provides, expressly or in substance, that the person objects to all matters disclosed or inferred shall preserve the right of that person to object or bring suit against the Trustee as to

any matter disclosed in or reasonably inferred from the statement. Any person (other than as to a trust with respect to which a marital deduction or charity deduction was allowed in whole or in part for Federal tax purposes) who commences a legal proceeding against the Trustee as to any matter disclosed on or reasonably inferred from a written statement rendered to the person more than two years prior to the commencement of the action and with respect to which the person did not within two years send the Trustee a written statement of objection shall be ineligible to receive any distribution from the trust for a period of five years from the commencement of such legal action. Notwithstanding the foregoing, and without limiting any other rights, remedies or proceedings otherwise available to the Trustee, or, alternatively the Trustee, in the exercise of sole and absolute discretion, may commence a legal proceeding in which the Trustee accounts in court for the acts, transactions and proceedings of the Trustee and seeks a judicial release and discharge or legal proceedings shall be borne by the trust with respect to which it relates. In any legal proceeding involving any trust or any written release and discharge, it shall not be necessary to serve process upon or to make a party to any such proceeding or obtain a written release and discharge from any person under a legal disability (whether attributable to age, mental capacity or otherwise) where another party to the proceeding or who executed the written release and discharge is not under a legal disability and has the same interest or an identical type of interest in the trust as the person under the legal disability shall be as bound by the proceeding or the written release and discharge as though served or as though such person were not under legal disability and had executed the written release and discharge which was executed by the party who was not under a legal disability.