

In order to allow the Alaska Trust Company to minimize its fees, it is required that the trust document provide for its liability to be limited and that it be indemnified. The language below may be considered to effect that result. It may be expanded for additional or all trustees:

General Indemnification of the Trustee

The Grantor recognizes that some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, in the case of the Alaska Trust Company as Trustee, the Grantor directs that: (a) the Trustee shall not incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any Trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for any matter involving such Trustee's own willful misconduct or gross negligence proved by clear and convincing evidence, (b) the Trustee shall be fully indemnified by the trust estate against any claim or demand based on such Trustee's own willful misconduct or gross negligence proved by clear and convincing evidence. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand upon receipt of an undertaking by or on behalf of such Trustee to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph. In no event shall the Trustee

hereunder be liable for any matter with respect to which it is not expressly authorized to participate hereunder.