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IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT OF TRUST executed in triplicate this 12TH day of November A.D., 1980, between JANE H. AARON, of the Borough of Swarthmore, County of Delaware and State of Pennsylvania, hereinafter called SETTLOR and JOHN B. AARON, hereinafter called TRUSTEE:

W I T N E S S E T H:

FIRST: Settlor does hereby grant, assign and set over to Trustee and his successors, all the property described in Schedule A annexed hereto and said property together with all other property, real and personal, that may be added to the trust (such property and additions being hereinafter called principal), shall be held by Trustee, IN TRUST, upon the following terms.

SECOND: Trustee shall divide the principal of the Trust into four equal shares, one for each of the children of Settlor, namely, JANE E. AARON, JOHN B. AARON, JR., HARIOTTE H. AARON and NANCY H. AARON, and shall:

A. Hold one such share as a separate trust fund for each such child; pay to such child so much of the net income from each such trust fund, in quarterly or other convenient installments, and so much of the principal as Trustee in his sole discretion, shall deem advisable, to provide for the care, health, maintenance and education (including, but not by way of limitation, such expenses of education as clothing, books, medical attention and the income taxes) of each named beneficiary. Distributions of principal for such purposes should be in accordance with the amount reasonably required by each beneficiary.

B. Upon Settlor's death, each such child may then or thereafter withdraw any or all of the then-remaining balance of his or her trust. If any child of Settlor for whose benefit Trustee holds a separate trust hereunder

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shall die with any balance remaining in his or her trust, Trustee shall pay the net income from such trust to or for the benefit of such one or more of the spouse and descendants of such child or, if none, to or for the benefit of such one or more descendants of Settlor, in such amounts or proportions as Trustee may from time to time think appropriate, and, upon the death of Settlor or of such child, whichever is later, the then remaining principal and any accumulated or undistributed income shall be distributed:

1. To such child's spouse or issue, on such terms as such child may appoint by a will specifically referring to this power of appointment; or, in default of appointment or insofar as it is not effectual;
2. To such child's then-living descendants, per stirpes; or in default of such descendants;
3. To the then-living descendants of Settlor, per stirpes (any portion thus accruing to a child of Settlor for whom principal is then held in trust hereunder, to be added to and thereafter treated as a part of such principal); or, in default of such descendants;
4. To the persons who would be entitled to inherit from Settlor under the Pennsylvania intestate laws as if Settlor had then died intestate.

C. If at any time fixed for distribution or request for withdrawal hereunder, the assets of the trust shall not be sufficiently liquid, in the sole opinion of Trustee, to permit distribution or withdrawal of such portion separate from the other assets of such trust or of the other trusts created hereunder, such distribution shall be postponed until such time as Trustee shall, in Trustee's sole discretion, determine that sufficient liquidity has been attained for such purpose. During the period of such postponed distribution

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or withdrawal, Trustee shall continue to pay the income and principal as herein provided, and where there is no specific provision, shall pay the net income and so much of the principal as Trustee in his sole discretion shall deem advisable, to provide for the care, health, maintenance and education, as above defined, of the person or persons entitled to the assets to be distributed or withdrawn.

THIRD: Any share of any trust hereunder which becomes distributable to a beneficiary who is under a disability by reason of mental or physical incapacity, or who is under the age of twenty-one (21), shall be held by the Trustee, IN TRUST, during such incapacity or until such beneficiary attains the age of twenty-one (21), as the case may be. The Trustee may apply such beneficiary's share of either principal or income for the care, health, maintenance and education of such beneficiary directly without leave of court or the intervention of a guardian. Any amount not required for such purposes may be held by the Trustee and invested in accordance with the provisions of this Trust Agreement.

FOURTH: The principal and income of the Trusts hereunder shall be free from anticipation, assignment, pledge or obligation of any beneficiary and shall not be subject to any execution or attachment or to voluntary or involuntary alienation.

FIFTH: If the trust created hereunder has not already terminated by its terms, it shall terminate at the expiration of the twenty-one (21) years after the death of the last surviving issue of Settlor who was living at the date of execution of this Irrevocable Trust Agreement. The principal shall then be distributed, absolutely, to the persons then receiving income, in proportion to their respective shares of income.

SIXTH: Trustee shall have the following powers in addition to those vested in him by law and by other provisions of this Trust, applicable to all property, whether principal or income, exercisable without court approval, and effective until actual distribution of all property:

A. To retain any or all of the assets transferred to this trust, real or personal, including stock of any corporate trustee, without regard to any principle of diversification, risk or productivity.

B. To invest in all forms of property, including stock, bonds, common trust funds and mortgage investment funds whether operated by any corporate trustee or others, without restriction to investments authorized for Pennsylvania fiduciaries, as he deems proper, without regard to any principle of diversification, risk or productivity.

C. To join in any plan of lease, mortgage, merger, consolidation, reorganization, liquidation, dissolution, foreclosure or voting trust and to deposit securities thereunder; and generally to exercise all rights of security holders of any corporation.

D. To deal with and enter into partnerships of all types, including without limiting the generality hereof, land partnerships, and to execute partnership agreements and amendments thereto.

E. To sell at public or private sale, to exchange or to lease for any period of time, any real or personal property and to give options for sales, exchanges or leases, for such prices and upon such terms or conditions as he deems proper.

F. To allocate receipts and expenses to principal or income or partly to each as Trustee from time to time thinks proper in his sole discretion.

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G. To hold property in the name of Trustee without designation of any fiduciary capacity, or in the name of a nominee, or unregistered.

H. To borrow money for any purpose from any person or financial institution, including Settlor or any trustee or either of them, and to give such security as he shall deem proper.

I. To pay all expenses of transfer, operation and maintenance of all property, real or personal, transferred to the Trustee in trust hereunder, including transfer and other taxes imposed thereon.

J. To terminate any trust hereunder when, in the sole opinion of Trustee, the share held in trust is or becomes too small to warrant continuing such fund in trust, or should its administration be or become impractical for any other reason, and in such event, to pay such share, absolutely, to the beneficiary, to the parent or other person maintaining such beneficiary, or to deposit such share in the name of the beneficiary in a savings account in a federally insured savings institution of Trustee's choosing.

K. To compromise claims.

L. To pool the assets of two or more separate trusts held hereunder, for investment purposes, allocating to each trust an undivided interest in any and all assets held in trust hereunder.

M. To make distributions in cash or in kind.

SEVENTH: Subject to the approval of Trustee, anyone may add property, real or personal, to the principal of this trust by deed, will or otherwise. Such property shall be held by the Trustee subject to the terms of this Agreement. The donor may designate or allocate all of his gift to one or more of the trusts created hereunder, or in stated amounts to different trusts. If the donor does not specifically designate what amount of his gift is to augment each trust, the Trustee shall divide such gift equally among the trusts then

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existing. The Trustee agrees, if he accepts such additions, to hold and manage such additions in trust for the uses and in the manner set forth in this Agreement. With respect to such additions, each child of the Settlor, or other beneficiary for whom a separate trust is held hereunder, may demand at any time up to and including December 31 of the year in which a transfer of an addition to his or her trust has been made, the sum of Five Thousand Dollars (\$5,000.00) or the amount of the transfer from each such donor, whichever is less, payable in cash or in kind, or partly in each, immediately upon receipt by Trustee of the demand in writing, and in any event, not later than December 31 in the year in which such transfer was made. Such payment shall be made from the gift of the donor for that year. If the beneficiary is a minor or under some other legal disability, the guardian or other legal representative of such beneficiary may make such demand. The Trustee shall give prompt written notice to the beneficiary of the receipt of any additions to principal.

EIGHTH: Any corporate Trustee acting hereunder shall receive compensation for the performance of its services in accordance with its standard schedule of fees in effect from time to time during the period over which its services are performed.

NINTH: Upon the death of Trustee, or upon his ceasing to act as Trustee for any other reason, a child of Settlor for whose benefit a trust is created hereunder, shall become the sole trustee of the trust for such child, with the same duties, powers and discretion as if originally appointed. Each such child shall have the right to appoint a corporation authorized by law to act in a fiduciary capacity, as trustee or co-trustee of such trust. In the event of a total vacancy in the office of trustee of any of the trusts hereunder, Provident National Bank, of Philadelphia, Pennsylvania, and

corporate successors shall by written acceptance delivered to the beneficiaries who are entitled to the income, become the trustee of such trust, with the same duties, powers and descretion as if originally appointed.

TENTH: Settlor has had explained to her the consequences of an Irrevocable Trust and hereby declares that she intends this Trust to be irrevocable.

ELEVENTH: The situs of this trust for administration and account purposes shall be in the County of Delaware and Commonwealth of Pennsylvania, and all questions pertaining to the construction or validity of the provisions of this instrument shall be governed by the laws of the Commonwealth.

IN WITNESS WHEREOF, Settlor and Trustee have hereunto set their hands and seals the day and year first above written.

Jane H. Aaron (SEAL)
Jane H. Aaron
SETTLOR

John B. Aaron (SEAL)
John B. Aaron
TRUSTEE

Schedule "A"

Ten Dollars (\$10.00) in cash.

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Trustee hereby acknowledges receipt of the property described in this Schedule "A".

Trustee

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF DELAWARE :

On the *12th* day of *November* A.D., 1980, before me, the subscriber, a notary public in and for the Commonwealth of Pennsylvania, residing in the County of Delaware, personally appeared the above-named, JANE H. AARON, and in due form of law acknowledged the foregoing Irrevocable Trust Agreement to be her act and deed and desired the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

Pansy G. Stolar
Notary Public

PANSY G. STOLAR
Notary Public, Media Echo, Delaware Co.
My Commission Expires Feb. 2, 1981

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