

(n) The Trustee may freely act under all or any of the powers of this agreement given to her (him) in all matters concerning the trust created by this agreement, after forming her (his) judgment based upon all of the circumstances of any particular situation as to the wisest and best course to pursue in the interest of such trust, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court, and notwithstanding that (s)he may also be acting individually, or as trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as shareholder, director, or otherwise, provided, however, that (s)he shall exercise such powers at all times in a fiduciary capacity primarily in the interest of this trust.

The powers herein granted to the Trustee shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

4. Allocation of capital gains and losses. In the administration of the trust created by this agreement all capital gains and losses shall be allocated to principal.

5. Limitation on powers. Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to trustees generally pursuant to law shall be construed to enable the Grantor or the Trustee, or either of them, or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust created by this agreement for less than an adequate or full consideration in money or money's worth, or to enable the Grantor, or the Trustee, or either of them, to borrow the principal or income of the trust created by this agreement, directly or indirectly, without adequate interest or security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any corporate shares or other securities of the trust created by this agreement, to control the investment of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trust by substituting other property of an equivalent value.

6. Successor trustee. The Trustee shall have the power at any time to designate a successor trustee, and such successor trustee shall have the same duties and powers as are conferred in this agreement upon the Trustee, including the power in any successor to himself to appoint a successor. Any appointment of a successor trustee shall be made in writing, shall be acknowledged, and shall state the time or the event when such appointment shall take effect. Upon the failure of the Trustee to designate a successor trustee, the successor trustee shall be Sylvia P. Cheros, in which event Sylvia P. Cheros shall have the same duties and powers as are assumed and conferred in this agreement upon the Trustee, including the power to appoint a successor trustee.

7. Bond. No bond or other security shall be required of the Trustee or of any successor trustee.

8. Irrevocability. The trust created by this agreement shall be irrevocable, and the Grantor hereby expressly acknowledges that (s)he shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke, or terminate this trust or any of the terms of this agreement, in whole or in part, or to designate the person who shall possess or enjoy the trust property, or the income therefrom.

In witness whereof the Grantor and the Trustee have executed this instrument in duplicate.

WITNESSES:

[Signature]

David H. Clark

[Signature]
John G. Cheros, Grantor

[Signature]
John G. Cheros, Trustee