

an investment in the trust estate, hereby expressly authorizes its retention, and suggests and recommends to the Trustee that it be so retained unless and until, in the well-considered opinion of the Trustee, there shall arise some condition or circumstance which shall cause the Trustee to decide that a sale of all or any portion of said property and assets would be definitely beneficial and for the best interest of the trust estate, in which event the Trustee will sell or otherwise dispose of so much thereof as the Trustee, in his discretion, shall deem to be in keeping with the best interests of the trust estate under the circumstances then existing. In making this suggestion, the Donor does not hereby limit or restrict any of the powers conferred upon the Trustee. In the retention and management of said property and assets, the Trustee is specifically authorized to enter into any agreement of general or limited partnership under the laws of this State or of any other states, or to transfer said property in exchange for the stock of another corporation or corporations, and generally to hold and to manage the said property and assets in such manner as he shall deem to be advisable and for the best interests of the trust estate. In the management of said trust property and assets described in "EXHIBIT A," the Trustee shall not be required to do or perform any act to determine whether or not any amount paid or tendered to him as the owner thereof or as a partner in any partnership to which the same may be transferred constitutes the entire distributive share to which the said Trustee is or may be entitled, and the Trustee is specifically authorized to accept the report or reports of any certified public accountant or accountants relating to said transaction if, in the sole opinion of the Trustee, the said accountant or accountants are competent. The receipt of the Trustee to the person making payment shall not acquit or discharge any partnership or other person or persons making or tendering such payment, if it should thereafter be discovered that the true amount payable was not in fact paid, and the Trustee may enforce the payment of any sum or amount withheld, it being the intention of this provision that the Trustee shall be protected, but that third persons dealing with the Trustee shall not, if a proper accounting has not been made.