

6. Notwithstanding any other provisions of this trust, no person (including, but not limited to, the Donor and the Trustee) shall be authorized to purchase, exchange, or otherwise deal with or dispose of the corpus of this trust or the income therefrom for less than an adequate consideration in money or money's worth, nor shall the Donor have any right or authority to borrow the corpus or income of this trust, directly or indirectly. No portion of the corpus or income of this trust shall be used for the payment of premiums on policies of insurance on the life of the Donor or Donor's spouse.

7. Donor understands and agrees that this trust is irrevocable and that the Donor has no right to alter, amend, revoke or terminate this trust or any provision thereof.

8. (a) The Trustee hereby accepts the trust herein created and covenants and agrees to and with the Donor in consideration thereof that it will execute the same as herein provided with all due fidelity and will account for all monies received and disbursed by it hereunder to the Beneficiary. It is agreed that the Trustee or his successor or successors may resign as Trustee of this Trust without leave of court, by tendering its resignation to the Beneficiary of this trust and, upon informally accounting to any successor Trustee designated hereunder or, if none, to the Beneficiary of this Trust, for all monies received and disbursed by it, the resigning Trustee shall be discharged from any and all further liability hereunder.

(b) During the Donor's life, the Donor shall have the right to name successor Trustees hereunder, provided that Donor shall have no power to appoint himself as successor Trustee. If after the death of Donor there shall be no Trustee of this Trust, whether by reason of resignation or removal for any reason, the Beneficiary of this trust shall be entitled to appoint a successor Trustee.

9. The compensation of the Trustee shall be determined by his published schedule of fees in effect from time to time.

10. In the management, care and disposition of this trust, the Trustee shall have the power to do all things and to execute such instruments as may be deemed necessary or proper, including the following powers, all of which may be exercised without order of or report to any court:

(a) To sell, exchange or otherwise dispose of any property at any time held or acquired hereunder at public or private sale, for cash or on terms, without the necessity of court approval or advertisement; and also to make leases or grant options to buy for terms extending beyond the termination of this trust or any share hereof;

(b) To retain, sell, invest and reinvest in any stocks, bonds, securities, options or option contracts or other property, real or personal (including life insurance contracts, common trust funds established by any corporate trustee serving hereunder and stock in such corporate trustee) which is deemed proper, necessary or expedient, without any responsibility for the exercise of this discretion except that of using ordinary care and without being confined to what are known as legal investments for trustees or other fiduciaries;

(c) To renew any indebtedness, as well as to borrow money from any person, including any corporate or individual trustee hereof, and to secure the same by mortgaging, pledging and/or conveying any property;

(d) To register any stock, bond or other security in the name of a nominee, with or without disclosure of any fiduciary relationship, but accurate records shall be maintained showing that such security or real property is a trust asset;

(e) To compromise, adjust or settle any claim or demand by or against the Trust and to rescind or modify any contract affecting the Trust Estate;