

1. To elect, appoint, and remove directors of any corporation, the shares of which shall constitute trust property and to act as director and officer of any such corporation.

m. Generally, and without limitation by any specific enumeration herein, to manage, control, convert, reconvert, invest, reinvest, sell, exchange, lease, license, mortgage, create a security interest in, pledge, pool, or otherwise encumber, dispose of, and deal with the property of the trust created by this agreement, to the same extent and with the same powers that any individual would have in respect to his own property and funds.

n. The Trustee may freely act under all or any of the powers of this agreement given to him (her) in all matters concerning the trust created by this agreement, after forming her (his) judgment based upon all 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 shareholders, 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.

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 or 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 place. Upon failure of the Trustee to designate a successor trustee, the successor trustee shall be John Hamberis, in which event John Hamberis 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.