

incompetent, which agreement shall bind all persons, whether or not then in being, then or thereafter interested in either the income or the principal of the Trust. Any such settlement shall have the force and effect of a final decree, judgment or order of a court of competent jurisdiction rendered in an appropriate action or proceeding for the judicial settlement of such account, in which action or proceeding jurisdiction was obtained over all necessary and proper parties. The expenses of any such account shall be a proper administration expense of the Trust payable from principal or income of the Trust, or partly from each, as the Trustees, in their discretion, shall determine.

D. No Trustee shall be accountable, liable or responsible for any act, default, negligence or omission of any other Trustee.

E. No Trustee acting hereunder shall be liable for any loss or damage which may occur hereunder, unless due to willful default, deliberate wrongdoing or willful violation of an express provision hereof.

EIGHTH

Administrative Powers

A. In addition to and in amplification of the powers given by law to trustees, the Trustees, but solely in their fiduciary capacities are hereby authorized and empowered, in their discretion: