

I. To give any beneficiary of of this Trust a general power of appointment exercisable in such beneficiary's Will over all or part of this Trust, subject to any terms and conditions as my Trustee determines, by written notice to such beneficiary; to eliminate any such power of appointment by written notice to the beneficiary; and to irrevocably release the power under this paragraph to give a power of appointment or to eliminate a power of appointment;

J. To renounce and disclaim, in whole or in part, and in accordance with applicable law, any assets, interests, rights, or powers (including any power of appointment) which are payable to (or exercisable by) this Trust or over which my Trustee has any right, title, interest, or power; and

K. To make, execute, and deliver any and all such instruments in writing as shall be necessary or proper to carry out any power, right, duty, or obligation of my Trustee or any disposition whatsoever of this Trust or any asset of this Trust and to exercise any and all other powers incidental or necessary to carry out or to fulfill the terms, provisions and purposes of this Trust.

Section 4.5. - Restrictions on Exercise of My Trustee's Powers

A. Notwithstanding any provision of this Agreement to the contrary, a Trustee who is not the Grantor shall not participate in a discretionary decision to exercise or not exercise any fiduciary power to (1) distribute income from or principal of any trust hereunder to himself or herself; or (2) distribute income from or principal of any trust hereunder for the health, support, maintenance or education of a beneficiary of this Trust if such Trustee has a legal obligation to provide for the health, support, maintenance or education of such Beneficiary from such Trustee's personal assets. For purposes of this paragraph, a person whose interest in this Trust hereunder is limited to a remote contingent interest (for example, a contingent remainderman whose interest depends upon another person failing to survive to a specified age or a person designated to receive assets only in the event a power of appointment is not exercised) shall not be treated as a person who is or may be a Beneficiary of this Trust.

B. A Trustee of this Trust may by a written notice delivered to the other Trustee (or Trustees), if any, of this Trust and to the Grantor decline to participate in the decision to exercise or not exercise any fiduciary power granted by this Agreement or by law.

C. If a Trustee of this Trust is not empowered (because of a conflict of interest, declination to act or otherwise) to participate in the decision to exercise or not exercise any fiduciary power granted by this Agreement or by law, then the remaining Trustee or Trustees of such trust shall be empowered to make such decision. If no Trustee or successor Trustee is empowered to participate in such decision, my Trustee may designate a substitute Trustee to serve as Trustee of such trust who shall be empowered to make such decision but has no other power or authority of my Trustee. Such designation shall be by written notice delivered to such substitute Trustee.