

his acts or omissions as Trustee. Any such settlement and release or waiver and release shall be binding upon all persons, whether or not then in being, then or thereafter interested in either the income or the principal of the Trust and 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 an account, in which action or proceeding jurisdiction was obtained over all necessary and proper parties. The expenses of any such accounting shall be a proper administration expense of the Trust payable from principal or income of the Trust, or partly from each, as any Trustee, in his or her discretion, shall determine. The foregoing provision, however, shall not preclude any Trustee from having his or her accounts judicially settled, if he or she shall so desire, and the expenses of a judicial accounting shall be a proper administration expense of the Trust payable from principal.

B. If any Trustee shall resign as a Trustee hereunder, the continuing Trustee or Trustees may deliver to the Trustee so resigning, an instrument whereby such resigning Trustee shall be released and discharged, to the extent stated therein, of and from any and all accountability, liability and responsibility for acts or omissions as Trustee. Any such release and discharge shall be binding upon all persons, whether or not then in being, then or thereafter interested in either the income or the principal of the Trust and shall have the force