

Section 3.6. - Equitable Adjustment

If my Trustee decides to exercise or not exercise any fiduciary power granted by this Agreement or by law (including, without limitation, any election available to my Trustee) and the exercise or nonexercise of such power confers a benefit on one Beneficiary or class of beneficiaries hereunder and imposes a detriment upon another Beneficiary or class of beneficiaries hereunder, my Trustee shall not attempt to restore the interests of the Beneficiaries or classes of beneficiaries to the position otherwise contemplated by this Agreement through adjustment between income and principal or otherwise.

Section 3.7. - Lapsed Distribution

Except as otherwise specifically provided in this Agreement, a provision for distribution to an individual who is not surviving at the date such individual otherwise becomes eligible for such distribution shall lapse notwithstanding any law to the contrary.

Section 3.8. - Notice

Any notice required hereunder shall be delivered personally or sent by first class or certified mail addressed to the last known address of the intended recipient.

Article IV Powers of Trustees

Section 4.1. - Exercise of Judgment and Powers

My Trustee has the entire care and custody of all assets of this Trust. My Trustee has the power to do everything my Trustee in good faith deems advisable without necessity of any judicial authorization or approval, even though but for this power it would not be authorized or appropriate for fiduciaries under any statutory or other rule of law. My Trustee shall exercise my Trustee's best judgment and discretion for what my Trustee believes to be in the best interests of this Trust and the beneficiaries of this Trust. If more than two Trustees are empowered as my Trustee to participate in the decision to exercise or not exercise any fiduciary power granted by this Agreement or by law, a majority of such Trustees shall be empowered to make such decision, unless one of such Trustees is the Grantor, in which case the vote of the Trustee that is the Grantor shall control.

Section 4.2. - Compensation of My Trustee

No Trustee acting hereunder shall be entitled to annual compensation for services performed hereunder; provided, however, that my Trustee shall be reimbursed for all reasonable costs, expenses, charges, and liabilities incurred or paid in connection with acting as Trustee or performing services hereunder, including, but not limited to, fees and expenses of counsel or any other agents hired by my Trustee, and my Trustee shall not be liable therefor individually. My