

- b. To pay taxes and other necessary expenses incurred as a result of holding said Trust property, including counsel fees, out of monies in his hands as Trustee;
 - c. To disburse the net funds, after payment of such necessary expenses, to the Grantors named herein and in the manner and proportions set forth herein; and,
 - d. To execute and deliver deeds, mortgages, notes, leases, constracts of sale and like documents when instructed, in writing, to do so by all of the Grantors.
9. The Trustee shall be fully protected in relying and acting upon the written directions of all of the Grantors as set forth herein. In addition, the Trustee shall be indemnified by and receive reimbursement from the Trust property and/or the Grantors against and from any and all loss, liability, expense, or damage arising out of any action or omission to act as Trustee hereunder, except to the extent that such loss, liability, expense, or damage shall result from his own willful misconduct.
 10. The Trustee may employ surveyors, attorneys, and such other agents as may be reasonably necessary to assist him in carrying out his duties hereunder and determine and pay them reasonable compensation for their services.
 11. The Trustee shall receive as compensation for his services hereunder such amount or amounts as may be mutually agreed upon from time to time during the life of this Trust; provided, however, that the Trustee hereunder shall have no duty of investment of funds or properties.
 12. Upon the termination of this Trust Agreement, the Trustee shall convey such portion or portions of the remaining assets consituting a part of the Trust property, including any accumulated net income, to the Grantors, their heirs and assigns.

The terms and conditions herein contained shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators.

IN WITNESS WHEREOF, the Grantors and the Trustee have hereunto set their hands and seals this day and year first above written.

IN THE PRESENCE OF:

Betty P. Stoddard
Blake P. Garrett

GRANTORS:

Blake P. Garrett, Sr.
Blake P. Garrett, Jr.
Mason Y. Garrett
Peter T. Garrett
James B. Garrett
David H. Garrett

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