(a) The Trustee may freely sell, lease, mortgage and convey all or any part of the trust estate at such time or times, for such purpose or purposes, and upon such terms and conditions as he may deem proper, and may make any and all contracts with reference thereto which he may deem advisable, and no person dealing with the Trustee shall be bound to see to the application of any money paid to the Trustee or his successors in trust, or to inquire into the validity, expediency or propriety of any such sale, lease, mortgage or other disposition, or of any such contract.

The powers herein granted to the Trustee shall be vested in and may be exercised by any successor in trust appointed as herein provided, and by each successor in trust, whether original or successor, who shall at any time be acting hereunder.

4. Allocation of capital gains and income. In the administration of the trust estate, the Trustee shall have the power to allocate receipts and expenditures as between principal and income, and to apportion gains and losses between principal and income, as he shall deem fair and reasonable to all of the beneficiaries, and his decision shall be binding and conclusive upon all persons at any time interested in the trust estate.

5. Limitation on powers. Notwithstanding anything contained in this instrument to the contrary, no power granted to the Trustee shall be exercised in such manner as to cause any part of the trust estate to be used for or diverted to purposes other than for the exclusive benefit of the beneficiaries of the trust, or to cause any part of the trust estate to revert or be returned to the Grantor.

6. Successor trustee. The Trustee shall have the power to appoint a successor trustee or trustees to act hereunder, and such successor trustee shall have all the rights, powers, duties and discretions conferred upon the Trustee herein.

7. Bond. No bond or other security shall be required of the Trustee or of any successor trustee.

8. Irrevocability. This trust created hereby shall be irrevocable, and the Grantor hereby expressly waives and relinquishes any and all rights or powers, now or hereafter existing, to alter, amend, revoke or terminate this trust in whole or in part, or to withdraw any property from the trust estate, except as provided in Item 3 of this trust, and in such case, only with the written consent of the Trustee.

In witness whereof the Grantor and the Trustee have executed this instrument in duplicate.

Witnesses:

Lucy Hudson

Dan K. Sacra

John G. Chess

John G. Chess

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