

- b. To pay taxes and other necessary expenses incurred as a result of holding said trust property, including counsel fees out of moneys in his hands as Trustee;
 - c. To discharge 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, contracts of sale and like documents when instructed, in writing, to do so by any of the Grantors.
9. The Trustee shall be fully protected in relying and acting upon the written directions of the designated Grantors. 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.
 12. Upon the termination of this Trust Agreement, the Trustee shall convey such portion or portions of the remaining assets constituting a part of the trust property, including any accumulated net income, to the Grantors, their heirs and assigns or successors.

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:

G. T. Tompkins
Raymond C. Williams

GRANTORS:

Robert Pearson
Vance B. Crawley
James B. Caldwell
Henry A. Cotton, Jr.
Joseph M. Pulberry
Walter W. Johnston

G. T. Tompkins
Raymond C. Williams

TRUSTEE:

Jeff R. Richardson, Jr.