

(f) To employ agents, auditors, attorneys, real estate brokers and investment counselors and to pay them reasonable compensation;

(g) To select an annual accounting period, to charge any expense, tax, repair or replacement either to income or principal, or apportion the same between income and principal, to apportion the sales price of any asset between income and principal, to determine in its sole discretion whether to amortize any premium or accumulate any discount on investments purchased or sold, to provide or fail to provide a reasonable reserve against depreciation or obsolescence for any asset which at any time is a part of the Trust Estate. This power shall be exercised in such reasonable manner as shall be fair and equitable under all the circumstances.

(h) To vote in person or by proxy all stocks or other securities, and to agree to or take any other action in regard to any reorganization, merger, consolidation, bankruptcy or other procedure or proceeding affecting any stock, bond, note or other security, and to exercise options, conversion privileges or rights to subscribe for additional securities, as well as to make payment therefore;

(i) To make any division or distribution required by this trust in cash or in kind, or partly in cash and partly in kind, and in so doing to allot specific securities or other property, or an undivided interest therein, to any person or share, although it may differ from securities or property allotted to any other person or share, and the division made and the values determined by the Trustee shall be final and binding on all persons receiving any benefit hereunder;

(j) To serve without making and filing inventory and appraisal, without filing any annual or other returns or reports to any Court and without giving bond, but shall furnish at least annually a statement of receipts and disbursements to the income beneficiary

(k) To continue the Donor's interest in any business or enterprise, to incorporate any such business and to hold the stock as an investment or to become a partner, general or limited, in any business which the Trustee deems advisable for the benefit of the Trust or to take any other action with respect to any such business, interest, partnership or corporation; and the Trustee shall not be personally liable to third persons for any claim, debt or demand, of whatsoever nature, incurred by or in the operation thereof, nor liable for any depreciation or loss incurred in the continued operation of any such business or enterprise, provided the management is chosen with reasonable care.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered as to DONOR in the presence of:

Walter H. Halter (L.S.)
DONOR

Sail Martin

James Kelly

W. W. W. W.

Notary Public
My Commission Expires Feb. 9, 1982

James R. Hood (L.S.)
TRUSTEE

Signed, sealed and delivered as to TRUSTEE in the presence of:

Sail Martin

James Kelly

W. W. W. W.

Notary Public
My Commission Expires Feb. 9, 1982

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