

and satisfy such of the obligations as appear to be valid, and the Trustee shall have complete discretion in determining the validity of any obligations so satisfied.

(4) The trust herein created shall terminate on March 1, 1985, or earlier if all properties received by the Trustee from Abney Mills, or the proceeds of the sale thereof, shall have been paid over to the Stockholders prior to that date. Upon termination of the trust, the Trustee shall distribute and pay over to the Stockholders all assets then held by it, distributing in kind any properties not theretofore sold. The Trustee shall then be relieved of all liability for payment of obligations asserted or which might be asserted against the Stockholders as transferees of the assets of Abney Mills and shall not be liable for any action taken by it as trustee during the term of the trust except for gross negligence or fraud. The Stockholders agree to hold Trustee harmless for any loss or liability asserted against the Trustee in his acts and doings hereunder, and to reimburse Trustee for any claims, loss or liabilities occasioned by such acts, including costs and defense.

(5) During the period of the trust created herein, the Trustee shall have all authority to employ agents, advisers, counsel, accountants, and others to assist it in performing its duties and to compensate them for their services in such amounts as the Trustee shall deem reasonable, and pay rental, utilities, travel and all reasonable expenses incurred. The Trustee shall also be entitled to compensation for such services at the rate of Twenty-five Thousand (\$25,000) Dollars per annum.

19179

4328 RV-2