

ITEM III

The Trustees agree and bind themselves to hold the said property and any other properties which may be conveyed to them pursuant to the terms of this Agreement, in trust, subject to all the powers and duties hereinafter set forth:

(1) The Trustees shall manage, invest and reinvest the corpus of this Trust and collect and receive the income therefrom.

(2) The Trustees shall pay all necessary and proper expenses in connection with the administration of this Trust.

(3) After deducting all necessary and proper expenses incident to the administration of this Trust, the Trustees may, in their discretion, apply and distribute such amounts from the net income or from the principal of the trust property, from time to time, as they may determine, to or for the care, support and comfort of the Grantor, her husband, Larry Wayne Essick, (so long as he is married to and living with the Grantor) and the Grantor's children. In the event the Grantor's husband should die or be divorced or legally separated from Grantor before the termination of this Trust, then he shall have no further interest therein.

(4) This Trust, if not sooner terminated under Article XI, shall terminate upon the death of the Grantor.

(5) Upon the termination of this Trust, the corpus shall revert to and shall be paid over and distributed to the Grantor if she is still living, otherwise to the Grantor's issue in equal shares per stirpes and, in default of any issue, to the Grantor's Estate.