

the subject matter of the trust estate, 46 of which 100 shares shall be issued to J. L. Tatum in consideration of his transfer above mentioned of his present interest in and to the subject matter of the trust estate, and 5 shares shall be issued to William C. McGlothlin in consideration of his transfer above made of his interest in and to subject matter of this trust estate.

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6. The Trustees are to receive compensation only for the time they actually devote to the business of the Trust estate, which shall in no event exceed the sum of \$20.00 per day. The foregoing, however, shall not be taken or construed to prevent the trustees from paying the necessary expenses of the management of the Trust estate or the actual expenses incurred by them in performance of the duties of the Trust, and they are hereby permitted to pay themselves their actual expenses of all kinds necessarily incurred in performance of their duties as Trustees.

7. The Trustees shall have control, management and disposition of the entire trust estate and of the proceeds and funds of the Trust until they are by said Trustees divided among the several shareholders as they, the Trustees, shall determine. The powers of the said Trustees shall be absolute in the control and management of the Trust estate, and no specification of power herein given shall in any way be construed to be a limitation upon the rights, powers and privileges of the Trustees but that they shall with the subject matter of the estate do any lawful act in relation to such Trust property which any individual owning the same absolutely might do.

8. So far as strangers to the Trust are concerned, any instrument signed by both the Trustees shall be conclusive evidence in favor of strangers that such act is within the power of the Trustees and no purchaser from the Trustees shall be bound to see to the application of the purchase money or to the consideration, paid or delivered, by or for said purchaser, to or for the Trustees.

9. The ownership of shares hereunder shall not entitle shareholders to give any title in or to the trust property or estate neither shall it give the shareholders the right to call for a partition or division of the Trust property; however, this shall not be construed to prevent any shareholder herein from disposing of one or more of his shares, and at his demand, the Trustees shall, upon the surrender to them of the certificate of other evidence of interest in the trust estate, issue to said shareholder in such amounts and in such parts as may require new evidence of ownership of shares in said Trust estate.

10. The term of this Trust shall be for Twenty-one (21) years at which time the Trustees shall proceed to wind up its affairs, liquidate its assets and distribute same among the shareholders. However, if prior to the expiration of said period and at any time after the signing of this indenture the Trustees should deem it to the best interest of the Trust estate to close same and to cease operating, they may immediately terminate this Trust and make the final disposition of its affairs.

11. In the event of a vacancy caused by the death of either of the Trustees, the management of the estate may be continued by the surviving Trustee, at his option, who shall account to the estate of the deceased Trustee for his share of the profits provided in this Declaration of Trust. In the event of the refusal of either Trustee to continue to serve as a Trustee, the Trust estate shall be terminated.

12. Liability to third persons for any act, omission, or obligation of the Trustee or Trustees of this Trust, when acting in such capacity, shall extend to the whole of the Trust estate held by such Trustee or Trustees or so much thereof as may be necessary to discharge such liability, but no personal liability shall attach to the Trustee or Trustees or the beneficiaries of such Trust for any such act, omission, or liability.