

(2) In order to carry out this trust and in connection with his duty hereunder, the Trustee is hereby authorized and empowered:

- (a) To sell, convey, exchange, lease, mortgage or otherwise dispose of, or grant options with respect to any or all real estate forming a part of the Trust Property, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as may be directed by the owners of at least sixty (60%) percent of the beneficial interest in the Trust Property; provided, that in the event any of the Trust Property is to be sold to any one or more of the Cestui Que Trust, or any trust, partnership, corporation or other entity in which the said purchaser has a beneficial interest, the Trustee shall first obtain the written consent of all of the remaining Cestui Que Trust to such sale, and the terms thereof;
- (b) To borrow money for any purpose connected with the protection, preservation or improvement of the Trust Property, and as security to mortgage any real estate forming a part of the Trust Property, upon such terms and conditions as may be directed by the owners of at least sixty (60%) percent of the beneficial interest in the Trust Property;
- (c) To execute and deliver any and all instruments in writing which may be necessary, proper and desirable to carry out any of the foregoing powers; and no party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity, or be bound to see to the application by the Trustee of any money or other property paid or delivered to them by such party pursuant to the terms and conditions of any such agreement.
- (3) The interests of the Cestui Que Trust shall be as follows:

J. Thomas Atkinson	28.53 %
Ralph H. Bowick	<u>5.77 %</u>
Alex Davis	28.53 %
Leonard E. Lees	<u>1.41 %</u>
J. Otis Mills	14.27 %
E. L. Seymour, Jr.	<u>14.27 %</u>
David A. Steigerwald	<u>7.22 %</u>

Each Cestui Que Trust agrees to promptly pay unto the Trustee his proportionate share of any funds necessary to make installment payments on loans encumbering the Trust Property as they come due, and within fifteen (15) days following notice from the Trustee, to pay unto the Trustee his proportionate share of all additional sums payable in connection with the ownership and maintenance of the Trust Property, including any taxes or assessments imposed against the property by any governing authority.

(4) The Trustee shall at all times keep and maintain accurate records of the amounts paid into the corpus of this trust by each Cestui Que Trust and of all transactions of the trust. Such records shall be conclusive evidence, binding upon all parties, as to the proportionate interest in this trust of each Cestui Que Trust and shall be available for examination, inspection, and audit during

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