

e. Any legal instrument executed by the Trustee affecting the Trust Property herein authorized, including any deed, mortgage, note, lease, contract of sale or like document shall be binding upon the Grantors and the Trustee even though the term of such document may or does extend beyond the actual or probable duration of this Trust.

- 10. The Trustee shall be fully protected in relying and acting upon the written directions of all of the Grantors as set forth herein. In addition, the Trustee shall be indemnified by and receive reimbursement from the Trust Property and/or the Grantors against and from any and all loss, liability, expense, or damage arising out of any action or omission to act as Trustee hereunder, except to the extent that such loss, liability, expense, or damage shall result from his own willful misconduct.
- 11. The Trustee may employ surveyors, attorneys and such other agents as may be reasonably necessary to assist him in carrying out his duties hereunder and determine and pay them reasonable compensation for their services.
- 12. The Trustee shall receive as compensation for his services hereunder such amount or amounts as may be mutually agreed upon from time to time during the life of this Trust; provided, however, that the Trustee hereunder shall have no duty of investment of any funds or properties.
- 13. Upon the termination of this Trust Agreement, the Trustee shall convey such portion or portions of the remaining assets constituting a part of the Trust Property, including any accumulated net income, to the Grantors, their heirs and assigns.
- 14. No party dealing with the Trustee in any matter authorized to the Trustee under the terms of this Trust Agreement shall be required to inquire as to whether or not the Trustee has received written instructions from time to time where hereinabove required by any one of the Grantors or whether or not the Trustee is still serving in office and has not been removed as Trustee and the written certification by the Trustee that he has received written instructions from all or any one of the Grantors and that he is still serving in office shall be binding and conclusive upon the Grantors and the Trustee or any party or parties dealing by, through, under or with the Trustee for all purposes hereunder whatsoever.
- 15. This Trust shall be terminated and revoked upon the death of either Michael C. Zrek or Alexander Zrek, provided, however, that the Trustee shall be allowed 130 days to complete any of his outstanding duties or functions under this Trust Agreement and distribute all assets held in trust to the Grantors as hereinabove set forth.

The terms and conditions herein contained shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators.

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