

(9) No Trustee shall be responsible or personally liable except by a willful breach of trust and any Trustee only for his own acts.

(10) The death or incapacity of a Grantor, or any successor, shall not terminate this Trust, nor entitle his legal representative to take any action in court for a partition or winding up of the Trust, nor otherwise affect the rights, duties, obligations, and liabilities of the parties hereto.

(11) This Agreement shall be binding upon the parties hereto, their successors, executors, administrators, heirs and assigns. Words used herein in one gender shall be construed to include all genders.

(12) All parties hereto acknowledge that Builder Marts of America have a lease which contains options to purchase which are binding upon the Trustee and should Builder Marts of America notify the Trustee, it shall not be necessary for him to obtain approval to sell the property owned by the trust during the exercise of each option.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals and caused these presents to be duly executed the day and year first above written.

In the Presence of:

George Ross, Jr.  
George Ross, Jr. - Trustee

Karen Newby  
Witnesses at to Trustee

Karen Newby  
Witnesses as to the

Grantors- George Ross, Jr.  
and Helen J. Ross

George Ross, Jr.  
George Ross, Jr. - Grantor

Helen J. Ross  
Helen J. Ross - Grantor

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