

developing the property. Each of the Parties hereto agree to contribute their pro-rata share of the expenses which the Trustee has already gone to and may be forced to go to in the future.

(2) The Parties each and severally agree that in the event of a loss to the Trustee, that they will divide the loss among all of the Parties hereto as their interest may appear.

(3) This agreement is to continue in force until all the lots have been sold or for ten (10) years, whichever is the shorter period of time, except however, that any funds coming to the Trustee at a date later than that, shall be treated as Trust Funds and divided among the beneficiaries hereto as their interest may appear.

(4) It is understood and agreed between the Parties hereto that in the event of the death of S. W. Creech or of his legal disability to serve as Trustee under this agreement, then the beneficiaries of this Trust shall select a Trustee among them.

Signed, Sealed and Delivered in the Presence of:

Catherine Francis  
R. M. McWhir

S. W. Creech (LS)  
S. W. Creech as Trustee

AS TO ONE HALF

Catherine Francis  
R. M. McWhir

S. W. Creech (LS)  
S. W. Creech

AS TO ONE HALF

Catherine Francis

W. T. Patrick (LS)  
W. T. Patrick

R. M. McWhir

William R. Timmons, Jr. (LS)  
William R. Timmons, Jr.

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