

under the Will of the said Estelle in the event that said Will is sustained and in the further event that the said Pauline does not caveat said Will or institute proceedings to have said Will set aside.

NOW, THEREFORE, the parties hereto, for themselves, their respective heirs, personal representatives and assigns, hereby mutually covenant and agree as follows:--

1. In consideration of the said Pauline not caveating or instituting proceedings to set aside the aforesaid Will of the said Estelle W. Robinson, the said James does hereby covenant and agree that if said Will is not set aside, but is established as the Last Will and Testament of the said Estelle, he will transfer, convey and deliver unto the said Pauline, her heirs, personal representatives or assigns, two-fifths (2/5) of all property and estate that he may receive as legatee and/or devisee under said Will, and to that end the said James hereby assigns and transfers and conveys unto the said Pauline, her heirs, personal representatives or assigns, all of his right, title and interest in and to two-fifths (2/5) of all the property and estate that he may receive, or be entitled to receive, under the Will of the said Estelle W. Robinson.

2. It is further agreed that the said James will give such directions to the Executor or other personal representative of the estate of the said Estelle and execute such assignments, deeds and/or other instruments that may be necessary, proper or desirable for the distribution, transfer and vesting in the said Pauline of the interest in said estate which she may be entitled to receive as provided in Paragraph 1 hereof; such directions, assignments, deeds and/or other instruments to be executed at such time or times as the said Pauline may request after said Will shall have been sustained as the Last Will of the said Estelle.