

herein contained, the parties hereto do agree as follows:

ARTICLE I.

Charles Robinson Co., Inc., W. H. Alford, Robert W. Stephens, Yvonne M. Scott and Robert Warren Stephens, Jr., hereinafter referred to as "Settlors", and Robert W. Stephens, hereinafter referred to as "Trustee", agree that Settlers may hereafter assign, transfer, deliver, and convey to Trustee real estate and other properties to be held by Trustee, in keeping with the terms and provisions of this agreement. Said property conveyed to Trustee shall hereinafter be referred to as the "Trust Estate".

ARTICLE II.

For the purpose of convenience and for the purpose of establishing the ownership of the property, the title to the Trust Estate shall be held by Robert W. Stephens, as Trustee, in trust for the aforementioned Settlers.

ARTICLE III.

The parties hereto agree that the real estate to be conveyed to the Trustee is to be held by him for the purpose of development and resell. Should it be necessary to expend funds to prepare the said property for sale, Settlers agree that they will advance into the hands of the Trustee, in pro-rata shares, the amount necessary for such purpose.

ARTICLE IV.

W. H. Alford Real Estate and Charles Robinson Co., Inc., realtors, of the City of Greenville, South Carolina, shall have exclusive, separate sales rights on all real estate in the Trust Estate for a period of five (5) years from the date of this Agreement. A commission of ten per-cent (10%)

0.593

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