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in the Trust Property of such Party or Parties of the Second Part who shall fail to pay his or her pro rata share of such expenses.

C. From and after the payment in full of any mortgage or mortgages upon the Trust Property and the satisfaction of any and all other charges and liens thereon, the rents, profits and income received from the Trust Property shall be applied first to the payment of taxes, insurance, repairs, Trustees' commissions and any other proper expenses arising out of the management of the property and the administration of the Trust, and the balance shall be distributed to the Parties of the First and Second Part in accordance with their respective interests, such distribution to be made quarterly, beginning with the first quarter following the satisfaction of the mortgage and any other charges and liens against the property.

5. The Trustee shall not have the right to sell the Trust Property covered by this agreement or any portion thereof.

6. Upon termination of the lease to Dixie Home Stores, Inc. referred to in Paragraph 3B hereof, whether by reason of the expiration of the term thereof or on any of the grounds therein stipulated, the Trustee shall within 30 days thereafter reconvey the Trust Property to the parties hereto in accordance with the interests held by them respectively at that time.

7. The Trustee:

A. Shall be entitled to compensation for services at the rate of $2\frac{1}{2}\%$ on all moneys received and $2\frac{1}{2}\%$ upon all the disbursements; provided however, he shall not be entitled to any commission on receipts and disbursements of moneys loaned on the Trust Property.

B. Is authorized in the discharge of his duties hereunder to employ counsel and agents and to determine and pay them reasonable compensation and shall be entitled to incur such other expenses and charges as he may deem