

sell any property taken in exchange and to execute and deliver good, fee simple and general warranty deeds therefor without any obligation upon the purchaser or purchasers to see to the proper application of any monies paid to said Trustee; to mortgage, in his name as Trustee, upon such terms and conditions as he may deem advisable, all or any part of said property, as security for the repayment thereof, and to repay all such obligations from income or principal, as in his judgment may be to the best interest of the trust estate; to make, execute and deliver, in his name, leases on all or any part of the property held by him as Trustee and upon such terms and conditions as he may deem advisable regardless of whether or not such lease or leases may extend beyond the actual duration of this trust; to employ such agents and counsel and other persons as he may deem necessary in the administration of the trust, and to determine and pay them such compensation as he may deem proper.

(2) Settlers agree to each advance to Trustee one third (1/3) of the cost of the development of the subdivision and Trustee shall promptly pay all bills incurred and to be incurred in connection with the development.

(3) Of the proceeds from the sale of the property, the Trustee shall first pay any and all expenses in connection with the administration of the trust and of the sale of such property and, after the payment of such expenses, the Trustee shall disburse the net proceeds equally among Settlers in monthly installments or at such other intervals agreed upon by all parties hereto.

(4) This agreement shall terminate at the end of three (3) full calendar years from the date hereof, unless sooner terminated by the mutual and written consent of the parties hereto. Upon termination, the Trustee shall

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