

- (a) Appraise each lot or parcel of real estate and recommend selling prices to the Trustee;
- (b) Furnish contracts of sale for the Trustee;
- (c) Furnish to each purchaser as a part of the contract of sale or otherwise, copies of restrictions applicable to the subdivision if any; and
- (d) Accept and be responsible for cash payments made by the respective purchasers on account of their purchases.

W.H. Alford and Charles Robinson Co., Inc. further agree that if for any reason a sale of any lot or parcel of real estate on which a deposit has been made to them by the purchaser is not consummated, it shall be the practice of the said W.H. Alford and Charles Robinson Co., Inc. and the Trustee to take the following action:

- (a) If the reason for not consummating the sale is reasonable, the deposit shall be refunded to the purchaser. The Trustee shall be the sole arbiter as to the reasonableness of the failure to consummate the sale; and
- (b) If the reason for not consummating the sale is not reasonable, the deposit shall be divided one-half (1/2) to the agent and the other half to the Trustee, provided, however, the agent's one-half (1/2) of the deposit shall not exceed the amount of his commissions.

ARTICLE V.

The Settlers shall share in said Trust in the following proportions:

| | |
|----------------------------|---------|
| Alvin E. Smith | 33 1/3% |
| W.H. Alford | 33 1/3% |
| Charles Robinson Co., Inc. | 33 1/3% |

Out of the proceeds of sale of property belonging to the Trust Estate coming into the hands of the Trustee, he shall first pay any and all expenses of every kind, including the repayment of any loans he may have placed on property in the Trust Estate. The Trustee shall prepare a financial and status report in writing of the Trust Estate as of December 1 and May 1 of each year

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