

beneficiaries will set the price upon any part of the property.

4. All funds coming into the hands of the Trustees are to be directed first toward the payment of the cost of development and expenses of sales and towards the payment of any mortgage that may be placed upon the property. After these items have been paid, the funds are to be disbursed by the Trustees quarterly unless a majority of the beneficiaries decide on some other plan. The division to the beneficiaries for the remaining property in Bramlett Park shall be as follows:

After the cost of development, any mortgage that may be placed upon the property and the costs of sales have been paid then 80% of the net to Mrs. E. F. Hoover and the balance of 20% divided equally among the four remaining beneficiaries. However, it is agreed that the costs of development will be shared by Mrs. E. F. Hoover at the rate of 50% and the remaining four beneficiaries at the rate of 50% divided equally.

It is agreed that other properties may be added to the corpus of this Trust and under terms and conditions to be agreed upon at the time of transfer into the Trust.

5. Waco F. Childers, Jr. is engaged in the real estate business under the trade name of Waco F. Childers, Jr., Inc., and it is agreed that for all of the lots sold by him or anyone other than the beneficiaries hereunder he is to receive a 10% commission.

6. This Agreement is to continue in force until all of the lots have been sold or for five years, whichever is the shorter period of time, except however, that any funds coming to the Trustees at a later date shall be treated as trust funds and divided among the beneficiaries hereunder as their interests appear.

7. It is understood and agreed between the parties of this Agreement that none of the parties hereunder can assign or transfer his or her interest in this Trust, except to other members of the Trust.

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