

services of a reliable real estate broker to sell the Real Estate, preferably a member of a cooperative or multiple-listing group. All offers to purchase the Real Estate obtained by such broker shall be submitted to Lilly for acceptance. Lilly shall notify the Trustee in writing when an offer is accepted and Trustee shall proceed with the title examination as provided for in this Article.

Section 2. Title Examined. In the event the title to the Real Estate was examined at the time it was acquired from the Employee, Trustee shall have the Interim Title Insurance Binder or Title Insurance Policy reissued or shall have the abstract continued to date and shall furnish such document or documents to the purchaser or his attorney. Trustee shall also have its attorney prepare a Special Warranty Deed and Vendor's Affidavit, if customarily used, to be executed by the Trustee. Such Deed shall contain a covenant whereby Trustee will forever warrant and defend the title to the Real Estate against all claims and encumbrances arising solely out of the acts or omissions of the Trustee.

Section 3. Title Not Examined. In the event the title to the Real Estate was not examined prior to acquisition, Trustee shall obtain an Interim Title Insurance Binder issued to the purchaser. If it is not feasible to obtain such a Binder, Trustee shall have the Abstract of Title continued to date and examined by its attorney. The Trustee shall also have its attorney prepare a Special Warranty Deed and Vendor's Affidavit, if customarily used, to be executed by the Trustee. Copies of the Title Insurance Binder or the attorney's title opinion and the Deed and Vendor's Affidavit, if any, shall be forwarded to Lilly for review. Upon receipt of written approval of the above documents from Lilly, Trustee shall convey title to the Real Estate to purchaser.

Section 4. The provisions of Sections 2 and 3 of this Article IV to the contrary notwithstanding, in the event purchaser or purchasers attorney, pursuant to custom prevailing in the locality or agreement with Trustee, undertakes to have the Interim Title Insurance Binder or Title Insurance Policy or Abstract of Title continued, Trustee shall be relieved of responsibility for obtaining such Title Insurance Binder, Title Insurance Policy or Abstract of Title, provided: that Trustee shall not be relieved of responsibility for providing Lilly with copies of such documents as provided by Section 3 of this Article IV.

ARTICLE V

Payment for Trustee's Services

Lilly shall pay the Trustee for services performed under this Agreement a fee equal to one percent (1%) of the purchase price or \$175.00, whichever is larger, for the first year of the trusteeship. In the event the period of trusteeship exceeds one (1) year, the fee for any additional period of time shall be negotiated between the parties.

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