

Lilly shall pay and shall advance to the Trustee a sum sufficient to cover all costs incurred in connection with the transfer and holding of title, including but not limited to, the cost of the abstract continuation or title insurance, legal fees, recording fees, maintenance, monthly mortgage payments, utility bills and taxes.

ARTICLE VI

Termination

This Agreement may be terminated by either party upon thirty (30) days' notice in writing to the other party after the expiration of one (1) year from the date hereof. In the event the Trustee shall elect to terminate, it shall, prior to the effective date of such termination, convey such Real Estate to Lilly or its nominee by Special Warranty Deed subject only to the liens and encumbrances specified in Article I and report in detail to Lilly all income and expenses received or incurred by the Trustee under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSETH:

Jean Willwood
Deborah Walker

ELI LILLY AND COMPANY

By R. Johnson
R. Johnson
Assistant Treasurer

WITNESSETH:

Barbara B. Phillips
Nyasha A. Harris

THE CITIZENS & SOUTHERN NATIONAL BANK
OF SOUTH CAROLINA AS TRUSTEE

W. L. [Signature] TRUST OFFICER
By [Signature]
Vice President & Sr. Trust Officer

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