

(12) The death or incapacity of a Cestui Que Trust, or any successor, shall not terminate this trust, nor entitle his legal representative to take any action in court for a partition or winding up of this trust, nor otherwise affect the rights, duties, obligations and liabilities of the parties hereto.

(13) If James G. Nance is the owner of a beneficial interest in the Trust Property at the time any portion or all of the Trust Property is sold, it is agreed that he shall handle the sale or sales as listing broker and realtor. If some other broker has a prospective purchaser, such broker shall work with James G. Nance and the sale shall be "co-oped".

(14) This Agreement shall be binding upon the parties hereto, their successors, executors, administrators, heirs and assigns. Words used herein in one gender shall be construed to include all genders.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused these presents to be duly executed the day and year first above written.

In the presence of:

Joseph A. Pratt William F. Goedecke (SEAL)
Charlotte J. Phillips William F. Goedecke

Joseph A. Pratt H. Haley Ector (SEAL)
Charlotte J. Phillips H. Haley Ector

Joseph A. Pratt W. Howard Ector (SEAL)
Dorothy B. Ector W. Howard Ector

Joseph A. Pratt W. T. McQueen (SEAL)
Charlotte J. Phillips W. T. McQueen

Joseph A. Pratt Carl H. Clawson (SEAL)
Charlotte J. Phillips Carl H. Clawson

Joseph A. Pratt James G. Nance (SEAL)
Charlotte J. Phillips James G. Nance