

after referred to as "Trustee", agree that Settlers may hereafter assign, transfer, deliver, and convey to Trustee real estate and other properties to be held by Trustee, in keeping with the terms and provisions of this agreement. Said property conveyed to Trustee shall hereinafter be referred to as the "Trust Estate".

ARTICLE II.

For the purpose of convenience and for the purpose of establishing the ownership of the property, the title to the Trust Estate shall be held by Alvin E. Smith, as Trustee, in trust for W.H. Alford, Alvin E. Smith and Charles Robinson Co., Inc.

ARTICLE III.

The parties hereto agree that the real estate to be conveyed to the Trustee is to be held by him for the purpose of development and resell. Should it be necessary to expend funds to prepare the said property for sale, Settlers agree that they will advance into the hands of the Trustee, in equal shares, the amount necessary for such purpose.

ARTICLE IV.

W.H. Alford and Charles Robinson Co., Inc., realtors, of the City of Greenville, South Carolina, shall have exclusive, separate sales rights on all real estate in the Trust Estate for a period of five (5) years from the date of this Agreement. A commission of ten per cent (10%) of the gross sales price of said real estate shall be paid for the sale of said property to W.H. Alford, or Charles Robinson Co., Inc., on completion of each sale, the commission to be paid to the one making and completing the sale. The said W.H. Alford and Charles Robinson Co., Inc. agree that they will:

503

4328 RV.2