

SECOND: The party of the first part hereby covenants and agrees to pay for the repairs and improvements to the rear building on Lovegrove Alley now substantially completed, the cost of said repairs and improvements being Two Thousand Seven Hundred and Ninety-five Dollars (\$2,795.00), and the said party of the first part further covenants and agrees to pay the contract price for the installation of a new heating plant and the extension of the heating pipes throughout the buildings comprising said property, which said work is now in course of completion and the contract price for which is Seven Thousand One Hundred Dollars (\$7,100.00).

THIRD: The said party of the third part hereby covenants and agrees that one-third (1/3) of the total costs of the said repairs and improvements (the total cost of which is Nine Thousand Eight Hundred and Ninety-five Dollars (\$9,895.00), shall be a charge or lien against the said properties due by him, the said party of the third part, to the trust estate under the Will of Luther B. Ditch, at such time as he, his heirs, devisees or assigns shall come into possession of said properties as tenants in remainder thereof under the terms of the trusts in the Will of the said Luther B. Ditch, it having been determined between the party of the first part, the party of the third part, and the parties of the fourth part, that the said one-third (1/3) of the said total costs for said repairs and improvements fairly represents that part of the said repairs and improvements which constitute a permanent betterment to said property.

FOURTH: The parties hereto of the fourth part, join in this agreement to signify their ratification and assent to all of the terms, provisions, covenants and agreements herein contained.

WITNESS the hands and seals of the parties of the first, third and fourth parts; witness also the corporate seal of the party of the second part and the signature of Winfield S. Ditch, its president.

W. Scott Ditch (SEAL)
Surviving Trustee.

DITCH BROTHERS, INCORPORATED,

BY Winfield S. Ditch, Jr. _____
President.

W. Scott Ditch (SEAL)

TEST AS TO ALL:

E. Lawrence Ditch (SEAL)

Chester F. Morrow

Winfield S. Ditch Jr. (SEAL)

TRUST ESTATE OF LUTHER B. DITCH

IN ACCOUNT WITH

WINFIELD S. DITCH, JR. and
CHESTER F. MORROW, TRUSTEES.

DISTRIBUTION ACCOUNT

Specific legacies bequeathed in the Fifth Paragraph of the Testator's Will, after the death of Martha Alice Ditch, as follows:-

W. SCOTT DITCH: \$75,415.00

The leasehold property known as No. 101 East Twenty-Fifth Street, wherein the Testator carried on the confectionery business, subject to the payment of an annual ground rent of \$46.00, \$20,130.00

The three fee-simple properties known as No. 11, No. 13 and No. 15 East Twenty-First Street, wherein at the time said Testator made his Will, and at the time of his death, the dairy, confectionery and garage was carried on by the corporation of Ditch Brothers, Inc. Carried in this Trust Estate as assessed for taxes in two parcels, namely:-

The Twenty-First Street building and the buildings in the rear thereof on the west side of Lovegrove Alley, 51,500.00