

SETTLEMENT OF PARTIES AND ESCROW AGREEMENT

This Agreement is made this 31 day of July, 1981, by and between Tina L. Garriott, Administratrix of the Estate of Jean Agnes Keith, deceased, acting individually and in her representative capacity, and Lewis R. Macklin, former spouse of Jean Agnes Keith, deceased, acting in his individual capacity. The parties agree with each other as follows:

1. Lewis R. Macklin and Jean Agnes Keith were divorced in Los Angeles County, State of California on the 25th day of June, 1974, and a copy of that Divorce Decree is attached hereto, marked Exhibit A, and by reference, made a part hereof.

2. At the time of the said Divorce and subsequent thereto, the deceased and Lewis R. Macklin did not dispose of the stock certificates and certain other assets standing in their names and it is the intention of the parties hereto to equitably divide the property of the deceased and Lewis R. Macklin, which is referred to in Exhibit A, and Exhibit B, which is the stock yet remaining to be divided, to the best of knowledge of Tina L. Garriott.

3. The property shall be divided as follows: All of the Union Pacific stock and all of the American General Enterprise Fund stock, totalling approximately \$37,000.00 as of this date, shall be transferred to Tina L. Garriott as Administratrix of the Estate of Jean Agnes Keith. The balance of the stock shall be transferred to Lewis R. Macklin, in his individual right. This stock approximates a value of \$33,000.00 as of the date of this agreement.

The oriental rug owned by the parties has been in the possession of Lewis R. Macklin since the Divorce. Lewis R. Macklin has stated that he does not believe that the rug has a market value of reasonable proportions and that it should not be included in the valuations of the properties. However, in order to reach an expeditious conclusion to the problems that have existed between the parties, it is agreed that title to the said oriental rug is hereby transferred to Lewis R. Macklin and all interest therein that might be in the decedent or her estate is hereby waived. The foregoing is the consideration for the difference in the values of stock which the parties shall receive as hereinabove set forth.

4. Prior to this agreement, the parties have divided certain of the stock owned by the deceased and Lewis R. Macklin, as follows:

- (a) 402.445 shares of Life Insurance Investors;
 - (b) No stock certificates can be located for 30 shares of common and 15 shares of preferred stock of Avco Corporation.
- No delivery of the shares above referred to is made to the escrow agent, but is set forth in order to explicitly state the agreement between the parties and their confirmation of the aforesaid actions.

5. The estate and Lewis R. Macklin are also joint owners of certain real property described as follows:

- (a) Unimproved lot located in Kern County, California and further described as Lot 329 of Tract 3080;
- (b) Unimproved real property (two lots) located at Klamath Falls, Oregon and described as Township 36 Souty, Range 10 EWM, Section 14; West 1/2 East 1/2 East 1/2 of Lot No. 15, County of Klamath.
- (c) Unimproved real property located in Mojave County, Arizona and further described as Lots 1 and 13, Block 19, Kingman Airport Tract, Maps and records of Mojave County, Arizona.

It is agreed that the escrow agent is hereby authorized and directed to list the properties for sale for cash and divide the net proceeds equally between the estate and Lewis R. Macklin.

6. Each of the parties hereto certify that the foregoing constitute the total assets which are subject to division, or should be subject thereto, as between the Estate and Lewis R. Macklin, and that the foregoing constitute a full disclosure, one to the other, as to the said assets, realizing that any deviation therefrom would constitute fraud, one upon the other, and would further serve as a legal basis to vitiate the terms of this agreement. In any action brought by the parties for such violation, the successful party shall be entitled, in addition to any award made by a Court of competent jurisdiction, to reasonable attorneys fees and costs of any such action.

7. The parties hereby designate Kelly Fields National Bank of San Antonio, Texas, as the escrow agent and agent designated to carry out the terms hereof, and in accordance therewith, submit the following mutual instructions to the said agent:

- (a) The parties hereby deliver to agent the certificates of stock and all other documents representing ownership of the property referred to above and any additions or profits related thereto, each

to be divided in accordance with the terms hereof.

(b) The agent is authorized to act on the agreement hereinabove set forth and on the documents submitted and to obtain such signatures and endorsements as may be necessary and to take all other actions believed by it to be appropriate to carry out the said terms.

(c) The agent shall expeditiously accomplish the task hereby assigned and all costs and expenses in relation to the transfers which are the subject matter hereof shall be equally divided between the parties hereto.

8. William P. Likes an officer of Kelly Fields National Bank of San Antonio, Texas hereby acknowledges receipt of the above and foregoing agreement and instructions set forth therein and agrees to hold and dispose of the items and act in accordance with the terms and conditions of the said agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15 day of July, 1981.

ESTATE OF JEAN AGNES KEITH

by Tina L. Garriott

Lewis R. Macklin
Lewis R. Macklin

Acknowledged and accepted:

KELLY FIELDS NATIONAL BANK
OF SAN ANTONIO, TEXAS

William P. Likes
Trust Officer

State of Texas

ss

County of Bexar

On this day personally appeared before me Tina L. Garriott to me known to be the individual described in and who executed the attached and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this 15 day of July, 1981.

Notary Public for the State of Texas Claire Schlake
residing at San Antonio, Texas
(Claire Schlake)

State of Washington
 ss
 County of Pend Oreille

On this day personally appeared before me Lewis R. Macklin to me known to be the individual described in and who executed the attached and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of August, 1981.

Lewis R. Macklin
 Notary Public for the State of Washington residing at Ione.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at 3:59 PM~~

this 1 day of March A.D. 1982 at 3:59 clock PM, and
 duly recorded in Vol. M 82, of Deeds on Page 2587

Fee \$24.00

By Evelyn Biehn County Clerk