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given by U.S. Shelter Corporation to them upon payment in full of all sums owed by U.S. Shelter Corporation under such first purchase money note and mortgage.

5. The Trustee agrees to invest the Trust assets only in securities issued by the United States Government or bonds of a United States Government Agency for which the full faith and credit of the United States of America is pledged.

6. The Trustee agrees to furnish all beneficiaries of the trust with an annual accounting of the trust from date, setting forth the trust assets, liabilities, receipts, and expenditures, and prepare and file the necessary fiduciary income tax returns and furnish all beneficiaries of the trust with a copy of such returns. For such purposes, the Trustee may employ such accountants as he deems advisable, the costs of which shall be equally charged to interest income and principal of the trust.

7. The Trustee agrees to serve without compensation and further agrees to submit himself and the trust assets to the jurisdiction of the courts of the State of South Carolina.

8. Reasonable legal fees and expenses incurred by all parties to this Agreement to Continue Trust in the consummation of the sale to U.S. Shelter Corporation shall be charged against principal and paid from the \$25,000.00 paid by U.S. Shelter Corporation at the time of closing.

9. This Agreement to Continue Trust shall be interpreted and construed in accordance with the laws of the State of South Carolina and shall bind and inure to the benefit of the parties hereto, their respective heirs, successors, administrators, executors, and assigns.

(CONTINUED ON NEXT PAGE)

2-11-82