

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the mutual covenants contained herein, the Trustee and all of the beneficiaries of the trust, namely: Myrtle M. Perley, James F. Perley, Jr., Mary Dillard Perley Branch, Carolyn McIver Perley Wyatt, and Dianne McQueen Perley Burns do hereby agree as follows:

1. James F. Perley, Jr. shall continue as Trustee of the trust and has the authority to enter into and close the sale to U.S. Shelter Corporation of the trust's undivided one-third (1/3) interest in the subject property. The deed or deeds of conveyance shall be signed by James F. Perley, Jr., individually and as Trustee, Myrtle M. Perley, Mary Dillard Perley Branch, Carolyn McIver Perley Wyatt, and Dianne McQueen Perley Burns.

2. The net proceeds of the sale (\$25,000.00 less closing costs and expenses) and the U.S. Shelter Corporation first purchase money note and mortgage shall be the trust corpus and held by the Trustee. All interest income from the net proceeds of the sale and the interest payments on the U.S. Shelter Corporation first purchase money note and mortgage, less reasonable expenses of trust administration, if any, charged equally to interest income and principal of the trust, shall be paid by the Trustee to Myrtle M. Perley during her natural life at least annually and at such intervals and in such manner so as to make the payment of federal and state income taxes on the interest income the legal liability of Myrtle M. Perley. There shall be no invasion of principal for the benefit of Myrtle M. Perley during her life, and

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