

(f) The Collection Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

(g) In the event of any good faith disagreement between any of the parties to this agreement, or between them or either or any of them and any other person, resulting in adverse claims or demands being made in connection with the Wrap Payments, or in the event that the Collection Agent, in good faith, is in doubt as to what action it should take hereunder, the Collection Agent may at its option, refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Collection Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and the Collection Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, (ii) all differences shall have been adjusted and all doubt resolved by agreement along all of the interested persons, and the Collection Agent shall have been notified thereof in writing signed by all such persons. The rights of the Collection Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

(10) Any notice or demand required to be given or to be served upon any party hereunder must be in writing, and may be delivered by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice or demand properly addressed with postage prepaid, is deposited in the United States mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom addressed. Such notices shall be given to the parties hereto at the following addresses:

If to Seller:	Mr. Charles E. Runion Gibbs Shoal Road Greer, South Carolina 29651
With Copy to:	Mr. Robert Clay Attorney at Law Park and Bennett Streets Greenville, South Carolina 29601
If to Purchaser:	Pelham Associates Limited Partnership 1000 Executive Center Drive Greenville, South Carolina 29615
With Copy to:	Douglas G. Brown, Corporate Counsel U.S. Shelter Corporation 1000 Executive Center Drive Greenville, South Carolina 29615
If to Collection Agent:	Mr. Wade H. Bryant Vice President & Sr. Trust Officer C & S National Bank Post Office Box 1449 Greenville, South Carolina 29602

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