STATE OF SOUTH CAROLINA.)
COUNTY OF GREENVILLE)

TRUST AGREEMENT

entered into this 20th day of October, 1972, between Harvey G. Sanders, Jr., David A. Quattlebaum, III, J. L. Barksdale, J. Brantley Phillips, Jr., and Richard D. Wooten (hereinafter referred to as the "Cestui Que Trust"), and J. L. Barksdale and David A. Quattlebaum, III (hereinafter referred to as the "Trustees"),

WITNESSETH:

WHEREAS, the Cestui Que Trust desire to create a trust for the purpose of acquiring, holding, developing, selling, leasing or otherwise disposing of certain real property (hereinafter referred to as the "Trust Property"), and

WHEREAS, the Trustees acknowledge that legal title to the Trust Property and any additional property which may be acquired by them or their successors, as Trustees, and all income and profits therefrom, shall be held in trust and shall be managed and disposed of for the benefit of the Cestui Que Trust under the terms of this Agreement,

and other valuable considerations paid to the Trustees, the receipt whereof is hereby acknowledged, the Trustees do hereby agree to accept title to the Trust Property, consisting of that certain tract of property located on the west side of White Horse Road in Paris Mountain Township, County of Greenville, State of South Carolina, containing 16.07 acres, more or less, acquired, or to be acquired, by deed of conveyance executed by Lloyd R. Cato and Christine B. Cato, TO HAVE AND TO.HOLD the same and any other Trust Property which may be conveyed to the Trustees or which the Trustees may hereafter at any time acquire, in trust nevertheless, for the following uses and purposes and subject to the terms and conditions hereinafter set forth: