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AGREEMENT OF TRUST

THIS AGREEMENT, made and entered into this gether day of ______, 1970, and executed in duplicate, by and between ETHEL G. COFIELD, presently residing in Greenville, South Carolina, hereinafter referred to as the "Trustor," and EUGENE P. COFIELD, JR., presently residing in Atlanta, Georgia, hereinafter referred to as as the "Trustee";

WITNESSETH:

The Trustor is desirous of creating a trust fund for the purposes and upon the terms and provisions hereinafter set forth. Accordingly, the Trustor is, simultaneously with the execution of this agreement, transferring to the Trustee the property described in Schedule "A," hereto annexed, and the Trustee, by the execution of this agreement, acknowledges receipt of said property, which, together with any property which may be hereafter conveyed, or made subject to the trust hereby created, is hereinafter collectively termed the trust estate or corpus, and shall be held and disposed of by the Trustee, his successors and assigns, upon the following trusts, namely:

To keep the same properly invested in accordance with the powers hereinafter set forth, and after the payment of all necessary cost and expense, to dispose of the income and corpus as follows:

FIRST: By paying over to, or for the benefit of, the Trustor during her lifetime, in convenient installments, so much of the net income as she may need, or request in writing, any such net income not so used to be accumulated and added to the trust corpus.

SECOND: In addition to income, the Trustee may, from time to time, encroach upon the corpus of this trust

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