

payable, taxes, claims, and covenants and conditions owed by the Corporation as of August 1, 1976. The Corporation hereby agrees not to encounter or encumber any further debts from and after the date of this Agreement without notification to and authority from the Trust. Specifically, the Trust hereby expressly assumes payment of those two (2) real estate mortgages payable to Fred and James Curdts in the approximate amount of \$459,634.50 and to Laurens Federal Savings and Loan Association in the approximate amount of \$450,000.00.

In exchange for the aforesaid assets of the Corporation, and in consideration thereof, the Trust hereby expressly agrees to issue shares of beneficial interest in the Trust to the stockholders of the Corporation. Each share of stock of the Corporation shall be entitled to receive, effective August 1, 1976, Six Hundred Seventy-five (675) shares of beneficial interest of the Trust in exchange for each share of stock held in the Corporation. The shares of beneficial interest issued by the Trust shall be marked as being fully paid and non-assessable and shall give the new shareholders the identical rights, privileges, duties and responsibilities of the present shareholders of the Trust in accordance with the Declaration of Trust which has been filed with the Secretary of State of South Carolina.

From and after the effective date of this sale of assets, i.e., August 1, 1976, the Trust shall obtain the appraised basis of the real property, specifically the shopping center complex, transferred to it by the Corporation, which property has been appraised at a value of \$1,450,000.00. Furthermore, the Trust shall be allowed from and after the effective date hereof to depreciate on the same basis all depreciable property which is