

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TRUST AGREEMENT.

This agreement executed by and between T. A. Roe, as Settlor, and his wife, Leila C. Roe and T. A. Roe, as Trustee, both of Greenville, South Carolina,

W I T N E S S E T H:

Whereas, T. A. Roe desires to create an irrevocable trust for the benefit of his wife, Leila C. Roe, and his son, T. A. Roe, Jr.,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, T. A. Roe, do hereby assign, transfer and deliver unto T. A. Roe and Leila C. Roe, as Trustees, the sum of \$40,000.00 in cash, to be held, managed and disposed of by the Trustees as herein provided:

(1) The Trustees shall hold, manage, collect, invest and reinvest said trust fund and any accretions and accumulations thereto, and pay over one-half of the net income therefrom as follows:

(a) To the support, maintenance and education of my son, T. A. Roe, Jr., until he attains the age of 21 years; such of said income as may not be necessary for his support, maintenance and education, shall be accumulated until he shall attain the age of 21 years, and after he attains the age of 21 years, the current income from his portion of the trust fund shall be paid over to him to be used and disposed of by him as he wishes.

(b) When my son, T. A. Roe, Jr., attains the age of 25 years, the Trustees shall pay over to him the corpus of the trust estate, with all accumulations thereto, freed and discharged of all trust.

(c) If the said T. A. Roe, Jr. should die before attaining the age of 25 years, leaving a child, or children, surviving him, then said income shall be used for the support, maintenance and education of said children until they attain the age of 25 years, and as each child attains the age of 25 years such child's equal portion of the trust fund, with all accumulations thereto, shall be paid over to the said child, freed and discharged of all trust.

(d) If the said T. A. Roe, Jr. should die before attaining the age of 25 years, leaving no children surviving him, then said income shall be paid over to my wife, Leila C. Roe, in the same manner as the income from her portion of the trust estate hereinafter provided for her.

(2) The Trustees shall pay over the other one-half of the net income from said trust fund, as follows:

(a) To my wife, Leila C. Roe, for and during the term of her natural life, to be used and disposed of by her as she sees fit.

(b) After the death of my wife, Leila C. Roe, her portion of the net income shall be used for the support, maintenance and education of my son, T. A. Roe, Jr., until he attains the age of 21 years, under the same provisions as his portion given by Paragraph (1)-(a) above; and after he attains the age of 21 years, all the current income shall be paid over to the said T. A. Roe, Jr., to be used and disposed of as he sees fit, and when he attains the age of 30 years, the Trustees shall pay over to him the corpus of the trust estate, and all accumulations thereto, freed and discharged of all trust.

(c) If the said T. A. Roe, Jr. should die before attaining the age of 30 years, leaving a child, or children, then the said income shall be used for the support, maintenance and education of said child, or children, until they attain the age of 25 years, and as each child attains the age of 25 years such child's equal portion of the trust fund, with all accumulations thereto, shall be paid over to the said child, freed and discharged of all trust.

(3) The Trustees named herein, or any Trustee acting under this instrument by appointment of the court, or otherwise, shall have the power to retain any assets coming into their hands as a part of the trust estate, and any asset or security received in exchange therefor, and Settlor desires that any Trustees acting hereunder shall not confine their investments of the trust fund to those authorized by law as investments for fiduciaries; and the Trustees are authorized to do all acts, take such proceedings, and exercise such rights and privileges as if the absolute owners thereof, and for that purpose to enter into any covenants or agreements binding the trust estate, and, without excluding other powers, shall have the following specific powers:

(a) To invest in, or exchange for real estate, whether improved, or unimproved, and to subdivide, develop and improve such real estate by the addition of buildings, improvements, or otherwise.

(b) To sell, or exchange, any property acquired as a part of the corpus of the trust estate, whether real or personal, upon such terms, and at such prices, as the Trustees deem best.

(c) To enter into and engage in any form of business enterprise.

(d) To borrow money and secure it by note, mortgage, trust agreement, or other