

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE) TRUST AGREEMENT

THIS Indenture made and entered into this 7th
 day of September, 1971, by and between Allen J. Inglesby, of
 Greenville, South Carolina, hereinafter called Grantor, and
 Allen J. Inglesby, as Trustee, hereinafter called Trustee,

W I T N E S S E T H :

The Grantor, being desirous of providing an
 educational fund and/or independent income for his daughter,
 Amy Inglesby, is, simultaneously with the execution of this
 Indenture, transferring, conveying and setting over to the
 Trustee, the cash, securities or other property listed on
 Schedule "A", hereto attached and made a part hereof, as the
 initial corpus of a Trust hereby created for said daughter. Said
 cash, securities or other property, together with any other
 property which may be hereafter conveyed, transferred or
 assigned to the Trustee by the Grantor, or by any other person,
 as additional corpus of said Trust, is hereafter collectively
 termed the Trust Estate and shall be administered and disposed
 of by the Trustee and his successors or assigns upon the
 following terms and in accordance with the following provisions,
 namely:

1. (a) The Trustee shall invest, reinvest, manage
 and administer the same, collecting the income therefrom and
 after paying or providing for all fees, expenses and commissions,
 may, at his option, pay over the net income yearly, or at
 lesser convenient intervals, to his daughter, Amy Inglesby,
 provided, however, that the issue, if any, of his daughter if
 deceased, shall take per stirpes, the share which such deceased
 daughter would have taken if living.

(b) Until the termination of this Trust as
 hereinafter provided, the Trustee is authorized to pay to the
 income beneficiary hereinabove specified, from time to time, from