FILED REENVILLE 00.5 (

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

TRUST AGREEMENT

This Agreement made this 5th day of April, 1977, executed in duplicate, between Francis M. Glenn hereinafter referred to as the Settlor and The Bank of Greer, Greer, South Carolina, hereinafter referred to as the Trustee.

ARTICLE I The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and has caused or will cause the Trustee to be designated as beneficiary of those life insurance policies described in Schedule B, annexed hereto and made a part hereof. These insurance policies, and any other insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE II During the Settlor's life, the Settlor shall have all rights under any life insurance policies payable to the Trustee, including the right to change the beneficiary, to receive any dividends or other earnings of such policies without accountability therefor to the Trustee or any beneficiary hereunder, and may assign any policies to any lender, including the Trustee, as security for any loan to the Settlor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon the Settlor's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy

MIL &

7m3-1

328 RV-2