

care and maintenance of said cemetery plots shall rest upon said Committee and the Bank shall in no way be responsible therefor. The Bank shall not be required to invest any unexpended income, in whole or in part.

- 3. John Hopkins Williams, Elizabeth Williams Mayo and Ferris Markley Williams are hereby constituted the Committee hereinabove referred to and charged with the responsibility of supervising the care and maintenance of all permanent improvements to the cemetery plots above described. Their judgment as to the type and extent of such care and improvements and the expenditures to be made therefor shall be conclusive and, until notified in writing to the contrary, said Bank may act upon any written authorization signed by any two of the Committee. In case of death, resignation or inability to act upon the part of any member of said Committee, the surviving or remaining members shall have the power to fill such vacancy by naming any lineal descendant of R. G. Williams, who is of age and free from legal disability, to such position. A certification of such vacancy and the appointment filling the same, signed by the remaining members of the Committee shall be conclusive insofar as the Bank is concerned. Should the remaining member or members fail to fill any vacancy or vacancies thereon in the manner hereinbefore set out, within 90 days after written demand from the Bank that they do so, or should all members of the Committee die, resign, or become incapacitated to act, such vacancy or vacancies shall be filled by order of the Probate Judge of Greenville County upon an ex parte petition of the Bank, from among the lineal descendants of R. G. Williams and the Committee so set up shall have all the powers and duties of the original Committee.
- 4. As compensation for its services hereunder, said Bank shall be entitled to a commission of five per cent upon all income received and, in addition thereto, shall be reimbursed for all necessary and proper expense incurred in connection with the administration of said trust and the discharge of its duties.
- 5. Said Bank shall have the right to resign at any time upon thirty days written notice to the Committee, said Committee shall thereupon designate some other bank or trust company doing business in South Carolina as Trustee. Upon such designation being executed by the Committee in the manner required for the conveyance of real property, with an acceptance by the appointed trustee thereon, said Bank shall turn over all assets to the new trustee and upon a proper accounting of its activities be discharged from any further liability hereunder. If the Committee fails to appoint a substitute trustee within such thirty day period, the Bank may apply to any proper court for an order appointing such successor trustee and discharging it from any further liability.

IN WITNESS WHEREOF, the said John H. Williams has hereunto set his hand and seal and the Bank has caused this instrument to be signed by its duly authorized officers this day and year first above written.

In the Presence of:

James D. White  
Elizabeth Nicoll

John Williams  
The South Carolina National Bank  
of Charleston

BY James J. Smith  
Vice President

AND George C. Cleveland  
Assistant Trust Officer