

not consummated, it shall be the practice of R & G and other parties to this agreement to agree as follows:

(a) If the reason for not consummating the sale is reasonable, the deposit shall be refunded to the purchaser;

(b) If the reason for not consummating the sale is not reasonable, the deposit shall be divided equally between the agent and the owners, provided, however, the agent's one-half (1/2) of the deposit shall not exceed the amount of its commission.

VI. This agreement shall terminate at the end of three (3) full calendar years from the date hereof, unless sooner terminated by the mutual and written consent of the parties hereto. Upon termination, the Trustee shall pay any and all expenses or indebtedness then outstanding and the balance of the proceeds from the sale of lots then held by him shall be distributed in accordance with the proportionate share of proceeds set forth hereinabove. If any lots remain unsold upon termination of this agreement, such lots shall be sold forthwith and the proceeds of such sales proportionately distributed, or the lots shall be apportioned and conveyed by properly executed deeds to the parties hereto. At any time prior to termination, this agreement may be extended for a stated period of time by written consent of all parties hereto.

VII, It is understood and agreed by the parties hereto that in the event of the death of C. E. Robinson, Jr., or in the event of his legal disability to serve as Trustee under this agreement, then the beneficiaries of this trust shall, from among themselves, select a new trustee by instrument duly and properly executed, witnessed and recorded in the same manner as required by the laws of the State of South Carolina for the execution of deeds. Upon the filing of such an instrument for record, said new trustee so appointed shall be clothed with all