

WHEREAS, one of the shareholders, L. T. Yeargin died on July 26, 1972, and George P. Wenck, a shareholder and trustee died September 29, 1973, and upon the death of George P. Wenck the Southern Bank & Trust Company, Greenville, South Carolina, as Executor of the Estate of George P. Wenck, has attempted to preserve and co-ordinate the interests of said shareholders; and

WHEREAS, said shareholders desire to continue said original Trust in full force and effect, and in recognition of the fact that only a small portion of said Trust property now remains, desires the Trustee named herein to take such action as may be necessary to close out and liquidate the remaining assets and distribute the assets according to the respective interests; and

WHEREAS, the same shareholders listed above (originally known as the Golden Strip Investment Club) also hold the entire beneficial interest that remains in property near the Town of Fountain Inn, South Carolina, known as the "Armstrong Property", and said property being the subject of a Trust Agreement dated October 30, 1958 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 632 at page 45; and subsequently said Agreement was continued in full force and effect by a Trust Agreement dated April 20, 1970, and recorded in the R.M.C. Office for Greenville County in Deed Book 907, page 581, and said Trust Agreement likewise contained provisions for termination in the event of a shareholder's death, and it being the desire of said shareholders to continue said original Trust in full force and effect in order for the Trustee named herein to take such action as may be necessary to close out and liquidate the remaining assets and distribute said assets, if any,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we COZETTE GAULT, C. A. PATTON, O. R. STRIBLING, A. E. GREEN, SARA A. PATTON BRUCE G. YEARGIN, ROBERT H. YEARGIN, HARRIETT Y. YOUNG and Southern Bank & Trust Company of Greenville, South Carolina as Executor of the Will of George P. Wenck, deceased, for and in consideration of the sum of One and No/100 (\$1.00) and for other good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged,