

per stirpes, in approximately equal sub-shares, subject to such limitations as may appear elsewhere in this Trust Agreement.

ARTICLE VII Any corporate successor to the trust business of the corporate Trustee designated herein or at anytime acting hereunder shall succeed to the capacity of its predecessor without conveyance or transfer.

ARTICLE VIII If The Bank of Greer, or any successor as herein defined should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the successor or substitute Trustee shall be some other bank or trust company, qualified to do business in the State of the Settlor's domicile at the time of the Settlor's death which successor or substitute Trustee shall be designated in a written instrument filed with the court having jurisdiction over this Trust and signed by the court having jurisdiction over this Trust.

*FMG 5*

ARTICLE IX Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE X For its services as Trustee, the Trustee shall receive an amount which shall be determined by its Standard Fee Schedule in effect at the time the services are rendered. If the Bank does not have a Standard Fee Schedule in effect then the fee shall be a reasonable amount for the services rendered.

ARTICLE XI The Trustee is authorized in its absolute discretion with respect to any property, real or personal, at any time

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