

- (g) To insure any part or all of the trust property against damage or loss and the Trustee against liability with respect to third persons;
- (h) To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the trust property as the Trustee shall deem best;
- (i) To employ and compensate agents, accountants, investments advisors, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors and other assistants and advisors deemed by the Trustee needful for the proper administration of this trust and to do so without liability for any neglect, omission, misconduct or default of any such agent or professional representative, provided he was selected and retained with reasonable care; and
- (j) To execute and deliver deeds, leases, options, contracts, mortgages and all other instruments in writing which may be necessary, proper and desirable to carry out any of the foregoing powers; and no party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity or be bound to see to the application by the Trustee of any money or other property paid or delivered to the Trustee by such party pursuant to the terms and conditions of any such trust.

(6) If the Trustee hereunder resigns or is unable to continue to act as trustee, then any successor trustee appointed by the grantors shall succeed as trustee with like effect as if such successor were originally named as trustee herein and all other rights and powers conferred on Trustee hereunder shall pass to any successor trustee.

(7) 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.

(8) The trust created by this deed and declaration of trust has been accepted by the Trustee in the State of South Carolina as evidenced by the attached Acceptance, and will be administered by the Trustee in such state and the validity, construction and all rights under this agreement shall be governed by the laws of such state.

(9) In the event that any provision of this declaration of trust is, or becomes, invalid or unenforceable, the remaining provisions of the agreement shall be and continue to be fully effective.