

and to execute a promissory note or notes for the amount of money borrowed, payable to the lender, without any obligation upon the lender to see to the use of the proceeds of such loan; to make and execute and deliver leases on all or any part of the property herein conveyed, and on such terms and conditions as she may deem advisable, regardless of whether or not such leases may extend beyond the probable or actual duration of the Trust. All of the foregoing powers herein granted the Trustee are also granted to their successors, and said Trustee and their successors may exercise all such powers without the order of any Court or Judge and any purchaser of the Trust property or lender to whom the property is conveyed as security for a loan to the Trustee is hereby relieved of the necessity of further investigation of the Trustee power to convey or sell said Trust property.

This provision, to the fullest extent, shall be binding upon all persons having any beneficial interest under this Trust insofar as any transactions had between the Trustee with persons or entities not a party interested hereunder.

4. This Trust shall continue until such time as all of above-described real estate is sold; but in no event shall it continue beyond twenty (20) years after the death of the last survivor among the beneficiaries.

5. After the payment of all indebtedness and expenses of maintaining the property and administering the Trust, including provision for proper reserves in connection therewith, if there is any income remaining in the hands of the Trustee, she shall distribute the same proportionately among the beneficiaries in accordance with the beneficial interest of each. Such distributions shall be made at least annually, but preferably at more frequent intervals.

6. In case a vacancy shall for any reason exist by the Trustee, George Howard, Jr. shall fill such vacancy by appointing such other person as such he shall see fit. Any such appointment shall be accepted in writing. Should such beneficiaries fail or refuse within such sixty (60) days so to appoint successor Trustee, then such Trustee may be appointed by the Judge of the Court of Common Pleas for Greenville County, upon application by any beneficiary hereunder or upon application of any predecessor Trustee or his personal representative.

7. No Trustee shall be responsible or personally liable except by a willful breach of trust and any Trustee only for his own acts.

8. This Agreement shall be binding upon the parties hereto, their successors, executors, administrators, heirs and assigns. Words used herein in one gender shall be construed to include all genders.