

4. The Trustee shall collect the proceeds of any sale, lease, condemnation, mortgage loan or other disposition of the Trust Property and from said proceeds shall deduct any costs or other necessary expenses and shall distribute all net sums collected to the Grantors, their heirs and assigns, at the direction of the Grantors, in the following proportions:

<u>NAME</u>	<u>PROPORTION</u>
JACK E. SHAW	66-2/3 per cent
DR. RICHARD PURMAN	33-1/3 per cent

5. This Trust may be revoked by any one of the Grantors, at any time by written notice to the Trustee, and such revocation shall be effective within 30 days of receipt of such notice; however, the Trustee shall be allowed a reasonable time (not to exceed 30 days) to complete any of his then outstanding duties or functions under this Trust Agreement.

6. The Trustee may resign as such at any time by giving (30) days' written notice to the Grantors, or such party or parties as may at the time be the owner of his or their interests hereunder. The Grantors, during said 30 day period, may by amendment substitute a Trustee hereunder. The resigning Trustee shall thereupon submit to the Grantors an accounting of his actions hereunder, and upon their approval thereof shall transfer and convey the remaining assets to the substituted Trustee and be discharged from further liability. If the Grantors fail to substitute a Trustee within the 30 day period or fail to approve the accounting submitted by the resigning Trustee, said resigning Trustee may apply to the Court of Common Pleas for Greenville County for an accounting and discharge.

7. The Grantors may remove from office any Trustee from time to time serving hereunder by giving thirty (30) days' written notice to the then serving Trustee and executing a document making reference to the terms, conditions and date of the within Trust Agreement, which shall specifically appoint a successor Trustee, who shall have all of the rights, powers and duties hereupon conferred upon the original Trustee hereinabove named.

8. No purchaser or other person dealing with the Trustee shall be required to inquire whether any act of the Trustee is done pursuant to the direction of the Grantors; nor shall any purchaser or any other person dealing with the Trustee be required to see to the disposition of any funds or other consideration disbursed to the Trustee.

9. Anything herein to the contrary notwithstanding, the sole duties and functions of the Trustee are:

- a. To receive monies remitted to him by purchasers, lenders or other persons acquiring an interest in the Trust Property, or making a loan thereon;
- b. To pay taxes and other necessary expenses, including indebtedness incurred as a result of holding said Trust Property, including counsel fees, out of monies in his hands as Trustee;
- c. To disburse the net funds, after payment of such necessary expenses, to the Grantors named herein and in the manner and proportions set forth herein,

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