

compromise or abandon demands of or against the trust estate, wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate, and containing provisions excluding personal liability;

(i) To enter into any transaction authorized by this Article with trustees, executors or administrators of other trusts or estates in which any beneficiary hereunder has any interest, even though any such trustee or representative is also Trustee hereunder; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate:

(j) To receive additional property from any source and add it to and commingle it with the trust estate;

(k) To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion hereunder for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;

(l) To pay without reimbursement, to the legal representative or representatives of the Settlor's estate, from the principal of the trust hereunder, such amount as they may deem required for the purpose of paying a part or all of the expenses of the last illness and funeral of the Settlor and the administration of the Settlor's estate, and any estate, transfer, inheritance and succession taxes (including the interest and penalties thereon) which shall become payable by reason of the Settlor's death;

(m) To establish out of income and credit to principal reasonable reserves for the depreciation of tangible property;

2. (a) To the extent that any such requirements can legally be waived, no Trustee shall ever be required to give any bond as Trustee; to qualify before, be appointed by or in the absence of breach of trust account to any court; or to obtain the order or approval of any court in the exercise of any power or discretion hereunder.

(b) Except as otherwise specifically provided in this agreement, the Trustees may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by them to be genuine, or upon any evidence deemed by them to be sufficient, in making any payment or distribution hereunder. The Trustees shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.

#### ARTICLE IX

The construction of this instrument, the validity of the interest created hereby and the administration of the Trust Estate shall be governed by the laws of the State of South Carolina.

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