

to the terms of this Agreement, the Grantors intending by the terms of this Agreement to make the terms hereof retroactively effective to the date of death of Billy C. Patton, as though said original Trust Indenture had never been terminated because of his death.

The parties to this Agreement acknowledge that the undivided proportionate interest of each of the present beneficiaries to this trust, including the net earnings or proceeds of the property held subject thereto is as follows: George P. Wenck, 2/11; O. R. Stribling, 3/11; Sara A. Patton and Claude Avery Patton, as Executor of the Estate of Billy C. Patton, Deceased, 2/11; Cozette Gault, 1/11; A. E. Green, 1/11; C. A. Patton, 1/11; and L. T. Yeargin, 1/11.

If any of the above named Grantors or beneficiaries may in the future desire to sell, assign or transfer his beneficial or equitable interest in this trust, he may do so upon the execution and acknowledgment in due form of law of an instrument of transfer filed with the Trustee and recorded on the public records of Greenville County, South Carolina.

The terms and conditions contained in this Agreement shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators.

IN WITNESS WHEREOF, the undersigned have caused this Trust Agreement to be executed this date and year first above written.

In the presence of:

Daniel Y. Thomason
W. Thomason

Cozette Gault
Cozette Gault

A. E. Green
A. E. Green

In the presence of:

Daniel Y. Thomason
W. Thomason

C. A. Patton
C. A. Patton

O. R. Stribling
O. R. Stribling