

pay any and all expenses or indebtedness then outstanding and the balance of the proceeds from the sale of lots then held by him shall be distributed equally among Settlers. If any lots remain unsold upon termination of this agreement, such lots shall be sold forthwith and the proceeds of such sales proportionately distributed, or the lots shall be apportioned and conveyed by properly executed deeds to the parties hereto. At any time prior to termination, this agreement may be extended for a stated period of time by written consent of all parties hereto.

(5) In the event of the death of the Trustee, or of his legal disability to serve as Trustee under this agreement, then Settlers and/or their legal representatives, as the case may be, shall select a new Trustee by instrument duly and properly executed, witnessed and recorded in the same manner as required by the laws of South Carolina for the execution of deeds. Upon the filing of such instrument for record, such new Trustee so appointed shall be clothed with all the authority and powers herein vested in W. M. Webster, III, as Trustee.

Settlers and Trustees hereby bind themselves, their heirs, executors, administrators, successors and assigns to the faithful performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year hereinabove first written.

WITNESSES:

C. Victor Pyle Jr
Donald L. Laney

W. M. Webster, Jr. (L.S.)
 W. M. Webster, Jr.

W. M. Webster, III (L.S.)
 W. M. Webster, III

Benjamin C. Bishop, Jr. (L.S.)
 Benjamin C. Bishop, Jr.
 SETTLORS

W. M. Webster, III (L.S.)
 W. M. Webster, III
 TRUSTEE