

(f). To collect, receive, and receipt for rents, issues, profits and income of the Trust Estate.

(g). To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(h). To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(i). To employ and compensate agents, accountants, investments, advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants, and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided he was selected and retained with reasonable care.

(j). In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his own right, upon such terms and conditions as he may deem best, and to all acts which he may deem necessary or proper to carry out the purposes of this Trust.

7. It is understood and agreed by the parties hereto that in the event of the death of Archie W. Gaines or in the event of his legal disability to serve as Trustee of this Agreement, or if for any other reason he ceases to serve as said Trustee, then the beneficiaries of this trust shall select and designate a new trustee by written instrument duly and properly executed, witnessed and recorded in the same manner as required by the laws of the State of South Carolina for the execution of deeds. Upon the filing of such an instrument of record, said new trustee so appointed shall be clothed with all the authority and all the powers herein vested in Archie W. Gaines as Trustee.

8. This agreement shall terminate at the end of five (5) full calendar years from the date hereof, unless sooner terminated by the mutual and written consent of the parties hereto. Upon termination, the Trustee shall pay any and all expenses or indebtednesses then outstanding and the balance of the proceeds from the sale of property belonging to the Trust Estate then held by him shall be distributed in accordance with the proportionate share

of proceeds set forth in Paragraph 4 hereof. If any property belonging

*AWG 26m JLD DAA
M&S 26m JLD A&B*

0595

4328 RV-2