

(7) In case a vacancy or vacancies shall for any reason exist among the trustees, the trustees or trustee remaining shall fill such vacancy or vacancies by appointing such other person or persons as such trustees or trustee shall see fit. Any such appointment shall be accepted in writing. In case no trustee shall remain to act, then the owners of more than 90% of the beneficial interest of the trust shall within sixty (60) days after such vacancy occurs, by instrument in writing, appoint successor trustees. Should such beneficiaries fail or refuse within such sixty (60) days so to appoint successor trustees, then such trustees may be appointed by the Judge of the Greenville County Court, upon application of any beneficiary hereunder or upon application of any predecessor trustee or his personal representative.

(8) Any grantor may assign and transfer his beneficial interest in this trust, but no such assignment or transfer shall be binding upon the trustees until they have been duly notified by furnishing them the original or certified copy of the written instrument by which such assignment or transfer was made. Any such assignment made by any grantor shall not relieve such grantor from liability on any note or notes executed by such grantor.

(9) No trustee shall be responsible or personally liable except by a wilful breach of trust and any trustee only for his own acts.

(10) The death or incapacity of a grantor, or any successor, shall not terminate this trust, nor entitle his legal representative to take any action in court for a partition or winding up of the trust, nor otherwise affect the rights, duties obligations and liabilities of the parties hereto.

(11) This agreement shall be binding upon the parties hereto, their successors, executors, administrators, heirs and assigns. Words used herein in one gender shall be construed to include all genders.

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