

## II.

The Trustee agrees and binds himself to hold the Trust property and any other property which may be conveyed to him pursuant to the terms of this agreement, in trust, subject to all the powers and duties hereinafter set forth:

(1) The Trustee shall manage, invest and reinvest the corpus of the Trust and collect and receive the income therefrom.

(2) The Trustee shall pay all necessary and proper expenses in connection with the administration of the Trust.

(3) After deducting all necessary and proper expenses, the Trustee shall pay over or apply the remaining net income monthly, quarterly or annually, in equal shares to the Grantor's issue, JAMES F. HOWARD, JR., CHARLES T. HOWARD, MARY H. CROSLAND, LOUISE H. FLOYD and BEN G. HOWARD, hereinafter referred to as "Beneficiaries". In the event any of the Beneficiaries shall die prior to the termination of the Trust, then such Beneficiary's share of income shall go to his or her child or children, in equal parts and if there be no such child or children, then such income shall be divided equally among the survivors of the Beneficiaries and their descendants, per stirpes.

(4) Upon the termination of the Trust, the Trustee shall pay the entire corpus of the Trust, as then constituted, together with all accumulated income, to the Grantor's then surviving issue, in equal shares, per stirpes, to be their property absolutely, and in default of such issue, to those who would inherit from the Grantor under the Statute of Descent and Distribution of the State of South Carolina.

(5) This Trust shall terminate five (5) years from the date of execution, provided, however, the then existing Beneficiaries may, by a majority vote, agree to extend this Trust for such period as they deem desirable by filing an instrument in writing with the then existing Trustee, notifying him of their intent to extend the Trust Estate.

(6) The Beneficiaries under the Trust shall not have the right to sell, assign, transfer, or encumber, or in any other manner to anticipate or dispose of their interest in said Trust property (including the income to be derived therefrom) until the same is actually paid over to and received by them. Neither the principal nor income produced by said Trust shall be liable for the debts of any of the Beneficiaries or subject to seizure for any claim of any creditor or other person to whom any of the Beneficiaries may be indebted or obligated; nor shall said principal or income be subject to any proceedings at law or in equity instituted in anticipation of or designed to prevent the transmission thereof intact to any of the said Beneficiaries.

## III.

If any income and/or principal from this Trust shall become distributable to a minor, the Trustee may, in his absolute discretion, either pay over such principal or income at any time to the guardian