

accept the offer and each remaining beneficiary may purchase that portion of the seller's share which represents the purchaser's pro rata interest in the Trust. If one or more of the remaining beneficiaries decline to purchase, then the other beneficiaries shall have ten (10) days thereafter in which to purchase the declined portion, pro rata. Nothing herein shall prohibit a beneficiary from making assignment of his interest to members of his immediate family or prohibit conveyance through intestate distribution or operation of a will.

5. This Trust shall terminate upon the majority vote of the beneficiaries or upon the expiration of twenty (20) years following the death of the last surviving named beneficiary. Upon termination, all assets of the Trust shall be divided among the beneficiaries as their interests may appear.

6. The property which is the subject of this Trust consists of a lot of land situate in the City of Greenville, Greenville County, South Carolina, shown as Lot No. 24 on a plat of the property of the Estate of Tulley P. Babb, recorded in the R.M.C. Office for Greenville County in Plat Book GG, at pages 158 and 159. Other assets may be added to this Trust Agreement by endorsement hereon.

7. Notwithstanding any provision contained herein, no purchaser, mortgagee, lessee or other person dealing with any Trustee of this Trust need see to the application of the proceeds of any transaction, nor look beyond this instrument for authority of any Trustee.

WITNESS our hands and seals this 20th day of July, 1984.

IN THE PRESENCE OF:

Caroline C. Johnston

Gene Anne S. Hill

John E. Johnston (SEAL)  
John E. Johnston

Leo H. Hill (SEAL)  
Leo H. Hill