

-3-

all expenses in connection with the administration of the Trust and of the sale of such property and, after the payment of such expenses shall disburse the net proceeds to Settlor, as beneficiary, at such intervals as to the Trustee, in her discretion, may deem advisable.

3. The trust herein provided for, having been created for the use and benefit of Settlor shall, from and after this date, be irrevocable and shall terminate only upon the death of Settlor. Any property forming a part of the trust estate upon Settlor's death, including any undistributed net proceeds, shall pass in accordance with the provisions of the last will of Settlor.

4. In the case of the death, resignation or failure to act of the Trustee herein named, then and in that event, The South Carolina National Bank shall immediately be and become her successor and shall be vested with all powers and authority and subject to the same terms and conditions herein vested in Pauline B. McHugh, as Trustee, as if the successor corporation had been originally nominated as such.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinabove first written.

WITNESSES:

C. Rita Pyle

Billie J. Farr

Evelyn M^e Hugh
SETTLOR

Pauline B. M^e Hugh
TRUSTEE

(Continued on next page)