

ARTICLE II.

The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor all the net income from this Trust. During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care and comfortable maintenance of the Settlor, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor known to the Trustee.

(2) The Settlor may at any time during their lifetime and from time to time, withdraw all or any part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by them to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Settlor, free of trust, the property described in such instrument.

(3) In the event that the Settlor is adjudicated to be incompetent or in the event that the Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle their own affairs, then and in that event the Trustee may during the Settlor's lifetime, in addition to the payments of income and principal for the benefit of the Settlor, pay to or apply for the benefit of the Settlor's wife, PAMELA F. KANE, such sums from the net income and from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, support and maintenance in reasonable comfort of the Settlor's wife, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's wife known to the Trustee.

ARTICLE III.

The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE IV.

After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims

against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's executor or administrator, from any beneficiary of insurance upon the Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the Settlor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof, provided, however, any such payments of estate, inheritance, succession, death or similar taxes shall be charged against the principal constituting the share that does not qualify for the marital or charitable deduction in the Settlor's estate (with payment first to be made from that portion of such share that is not exempt from possible Generation-Skipping Transfer Taxes) and any interest so paid shall be charged against the income thereof. The Trustee may make such payments directly or may pay over the amounts thereof to the executor or administrator of the Settlor's estate. Written statements by the executor or administrator of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. The Trustee shall pay over to the executor of the Settlor's estate all obligations of the United States Government held hereunder which may be redeemed at par in payment of federal estate taxes.

ARTICLE V.

Upon the death of the Settlor, the Trustee shall divide the Trust Estate (which shall include any property which may be added from the Settlor's general estate) as follows:

(1) If the Settlor's wife, PAMELA F. KANE, survives him but dies within five months and three weeks after the Settlor's death, the Trustee shall pay over and distribute to the Settlor's wife that amount, if any, required to obtain for the Settlor's taxable estate an estate tax marital deduction resulting in the lowest combined estate taxes in the Settlor's estate and the Settlor's wife's estate taking into account any scheduled changes in the estate tax law such as the increase in the unified credit (applicable exclusion amount) and reduction in estate tax rates if the deaths occur in different calendar years. The purpose of this provision is to equalize, insofar as possible and appropriate, the estates for federal estate tax purposes, based on the above assumptions. The remaining assets of the Trust Estate not distributed by this paragraph shall be distributed as provided below, as though the Settlor's wife had predeceased him.

(2) If the Settlor is survived by his wife, PAMELA F. KANE, by five months and three weeks, the Trustee shall initially divide the Trust Estate into Two (2) separate shares, hereinafter designated as the "Marital Share" and "Trust B."

The Marital Share shall be composed of cash, securities or other property of the Trust Estate (undiminished by any estate, inheritance, succession, death or similar taxes) having a value equal to the maximum marital deduction as finally determined in the Settlor's federal estate tax proceedings, less the aggregate amount of marital deductions, if any, allowed for such estate tax

purposes by reason of property or interests in property passing or which have passed to the Settlor's said wife otherwise than pursuant to the provisions of this Article; provided, however, the amount of the Marital Share hereunder shall be reduced by the amount, if any, needed to increase the Settlor's taxable estate (for federal estate tax purposes) to the largest amount that, after allowing for the unified credit against the federal estate tax, and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state), will result in the smallest (if any) federal estate tax being imposed on the Settlor's estate. The term "maximum marital deduction" shall not be construed as a direction by the Settlor to exercise any election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election which may be available under any tax laws, only in such manner as will result in a larger allowable estate tax marital deduction than if the contrary election had been made. The Trustee shall have the sole discretion to select the assets which shall constitute the Marital Share. In no event, however, shall there be included in the Marital Share any asset or the proceeds of any asset which will not qualify for the federal estate tax marital deduction, and the Marital Share shall be reduced to the extent that it cannot be created with such qualifying assets.

Trust B shall be the remainder of the Trust Estate. The Trust B share shall pay the deductions allowed on the federal estate tax return under Sections 2053 and 2054 and the federal estate tax and state estate and inheritance taxes.

The Marital Share shall be further divided into two shares ("Trust A" and "Trust C") as follows: Trust C shall consist of that amount of property, if any, that has a value equal to the Settlor's available generation-skipping tax exemption (GST exemption) as hereunder defined less the amount of Trust B. The Settlor recognizes that such GST exemption may be zero (0), in which case no property will be distributed to Trust C. The Settlor also recognizes that the value of the Settlor's GST exemption may exceed the value of the Marital Share in which case the entire Marital Share will be distributed to Trust C. Trust A will be the balance of the Marital Share after setting aside property for Trust C.

Trust A, Trust B, and Trust C shall be administered as hereinafter set forth.

(3) If the Settlor's wife, PAMELA F. KANE, shall not survive him, the Trustee shall divide the Trust Estate into Two (2) separate shares, hereinafter designated as "Trust B" and "Trust D." Trust B shall consist of that amount of property, if any, that has a value equal to the Settlor's GST exemption. The Settlor recognizes that the value of such exemption may be zero (0), in which case no property will be distributed to Trust B. The Settlor also recognizes that the value of the Settlor's GST exemption may exceed the value of the Trust Estate in which case the entire Trust estate will be distributed to Trust B. Trust D will be the balance of the Trust Estate after setting aside property for Trust B. Trust B and Trust D shall be administered as hereinafter set forth.

(4) In funding any share or trust pursuant to this Article: (1) the values as finally determined for federal estate tax purposes (or, if no estate tax return is required with respect to the Settlor's estate, the values determined in accordance with federal estate tax laws), will be conclusive; and (2) the Trustee may select the property to be used to satisfy any share or trust, but

the Trustee must select such property in a manner that the assets, including cash, of each share will have an aggregate fair market value fairly representative of each share's or trust's proportionate share of the appreciation or depreciation in the value to the date or dates of allocation of all property then available for allocation.

ARTICLE VI

Trust A (also known as the "TIMOTHY P. KANE NON-EXEMPT MARITAL TRUST") shall be held, administered, and distributed as follows:

(1) Commencing with the date of the Settlor's death, the Trustee shall pay to or apply for the benefit of the Settlor's wife, PAMELA F. KANE, during her lifetime all the net income from Trust A in convenient installments but no less frequently than quarter-annually. Any accrued and undistributed income at the death of the Settlor's wife shall be paid to her estate.

(2) In addition, the Trustee may pay to or apply for the benefit of the Settlor's wife such sums from the principal of Trust A as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support, and maintenance in reasonable comfort of the Settlor's wife, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's wife known to the Trustee.

(3) The Settlor's wife may at any time by written notice, require the Trustee either to make any non-productive property of this trust productive or to convert such non-productive property to productive property within a reasonable time.

(4) Unless the Settlor's wife's Will specifically provides that the estate, succession, death or similar taxes assessed with respect to the assets of Trust A be paid otherwise, the Trustee shall pay to the estate of the Settlor's wife for the purposes of paying such taxes, the amount by which such taxes assessed by reason of the Settlor's wife's death shall be increased as a result of the inclusion of the assets of Trust A in her estate for such tax purposes.

(5) Upon the death of the Settlor's wife, the entire remaining principal of Trust A shall be added to and become a part of Trust D and shall be held and administered or distributed in whole or in part, as if it had been an original part of Trust D.

ARTICLE VII

Trust B (also known as the "TIMOTHY P. KANE FAMILY GST EXEMPTION TRUST") shall be held, administered, and distributed as follows:

(1) If the Settlor's wife, PAMELA F. KANE, shall survive the Settlor, then commencing with the date of the Settlor's death, the Trustee shall pay to or apply for the benefit of the Settlor's wife during her lifetime all the net income from Trust B in convenient installments but no less frequently than quarter-annually. Any accrued and undistributed income at the death of the Settlor's wife shall be paid to her estate.

(2) In addition, if there is no remaining principal in Trust A or Trust C, the Trustee may pay to or apply for the benefit of the Settlor's wife during her lifetime such sums from the principal of Trust B as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor's wife, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Settlor's wife known to the Trustee.

(3) The Settlor's wife may at any time by written notice require the Trustee either to make any nonproductive property of this trust productive or to convert such nonproductive property to productive property within a reasonable time.

(4) Upon the death of the survivor of the Settlor's wife and the Settlor, or prior to the Settlor's wife's death as attached in Exhibit A, the Trustee shall divide and distribute the assets of this Trust as then constituted into separate shares for the beneficiaries named in the attached Exhibit A outright, free of trust, as dictated by the Exhibit A.

Should any beneficiary of a single line item not allow for a beneficiary to become a member or shareholder, then that beneficiary shall be removed from any and all divestments allowed for under Exhibit A. Further, all voting rights for the beneficiaries subject to Exhibit A shall be handled by Trustee Hal Cobb.

Should any beneficiary not meet its requirements per Exhibit A, that beneficiary shall no longer be eligible for that divestment.

Should a beneficiary fail to survive both the Settlor and the Settlor's wife, or fail to meet its requirements of Exhibit A, that beneficiary's share shall be reallocated to the remaining beneficiaries in proportion to their specified shares on that specific line item as attached in Exhibit A for that line item only.

Should no beneficiary on a specific line item of Exhibit A survive, any unallocated shares shall be allocated to SUNRISE PRESBYTERIAN CHURCH of Sullivans Island, South Carolina.

ARTICLE VIII.

Trust C (also known as the "TIMOTHY P. KANE MARITAL GST EXEMPTION TRUST") shall be held, administered and distributed as follows:

(1) Commencing with the date of the Settlor's death, the Trustee shall pay to or apply for the benefit of the Settlor's wife, PAMELA F. KANE, during her lifetime all the net income from Trust C in convenient installments but no less frequently than quarter-annually. Any accrued and undistributed income at the death of the Settlor's wife shall be paid to her estate.

(2) In addition, if there is no remaining principal in Trust A, the Trustee may pay to or apply for the benefit of the Settlor's wife such sums from the principal of Trust C as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor's wife, taking into

consideration to the extent the Trustee deems advisable any other income or resources of the Settlor's wife known to the Trustee. The Settlor's wife may at any time by written notice require the Trustee either to make any nonproductive property of this trust productive or to convert such nonproductive property to productive property within a reasonable time.

(3) Unless the Settlor's wife's Will specifically provides that the estate, succession, death or similar taxes assessed with respect to the assets of Trust C be paid otherwise, the Trustee shall pay to the estate of the Settlor's wife for the purposes of paying such taxes, the amount by which such taxes assessed by reason of the Settlor's wife's death shall be increased as a result of the inclusion of the assets of Trust C in her estate for such tax purposes.

(4) Upon the death of the Settlor's wife, the entire remaining principal of Trust C shall be added to and become a part of Trust B and shall be held and administered or distributed in whole or in part, as if it had been an original part of Trust B.

ARTICLE IX.

Trust D (also known as the "TIMOTHY P. KANE NON-EXEMPT FAMILY TRUST") shall be held, administered and distributed as hereinafter set forth.

(1) If the Settlor's wife, PAMELA F. KANE, shall survive the Settlor, then commencing with the date of the Settlor's death, the Trustee shall pay to or apply for the benefit of the Settlor's wife during her lifetime all the net income from Trust D in convenient installments but no less frequently than quarter-annually. Any accrued and undistributed income at the death of the Settlor's wife shall be paid to her estate.

(2) In addition, if there is no remaining principal in Trust A or Trust C, the Trustee may pay to or apply for the benefit of the Settlor's wife during her lifetime such sums from the principal of Trust D as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor's wife, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Settlor's wife known to the Trustee.

(3) The Settlor's wife may at any time by written notice require the Trustee either to make any nonproductive property of this trust productive or to convert such nonproductive property to productive property within a reasonable time.

(4) Reserved.

(5) Upon the death of the survivor of the Settlor's wife and the Settlor, or prior to the Settlor's wife's death as attached in Exhibit A, the Trustee shall divide and distribute the assets of this Trust as then constituted into separate shares for the beneficiaries named in the attached Exhibit A outright, free of trust, as dictated by the Exhibit A.

Should any beneficiary of a single line item not allow for a beneficiary to become a member or shareholder, then that beneficiary shall be removed from any and all divestments allowed for under

Exhibit A. Further, all voting rights for the beneficiaries subject to Exhibit A shall be handled by Trustee Hal Cobb.

Should any beneficiary not meet its requirements per Exhibit A, that beneficiary shall no longer be eligible for that divestment.

Should a beneficiary fail to survive both the Settlor and the Settlor's wife, or fail to meet its requirements of Exhibit A, that beneficiary's share shall be reallocated to the remaining beneficiaries in proportion to their specified shares on that specific line item as attached in Exhibit A for that line item only.

Should no beneficiary on a specific line item of Exhibit A survive, any unallocated shares shall be allocated to SUNRISE PRESBYTERIAN CHURCH of Sullivans Island, South Carolina.

ARTICLE X.

Notwithstanding anything herein to the contrary, the trusts created hereunder shall immediately vest and terminate one day prior to the maximum time allowed under the South Carolina Uniform Rule Against Perpetuities. This is intended to allow the Trust to continue until that point which is not later than one day prior to ninety (90) years after the creation of this Trust. If there is any remaining principal at that time, the Trustee shall distribute each remaining share hereunder to the beneficiary or beneficiaries of the current income thereof and, if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated, in equal shares to such beneficiaries. If there is a possibility that this provision will not be effective to avoid violation of the South Carolina Uniform Rule Against Perpetuities, the Trustee is empowered to amend the Trust for this limited purpose (without court approval) in order to carry out the Settlor's intent.

ARTICLE XI.

In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-five (25), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian of such beneficiary; (3) to some relative or friend for the care, support and education of such beneficiary; (4) by the Trustee using such amounts directly for such beneficiary's care, support and education. Provided, however, that no payment shall be made from Trust C under (3) above.

ARTICLE XII.

Upon the death or disability of the Settlor, the Settlor's team of family and friends shall serve as successor Trustee. Any Trustee or successor Trustee serving

hereunder shall serve without bond. The Trustee (where appropriate and applicable in the context in which it is written) or the successor Trustees named herein shall serve in accordance with the following provisions:

(1) Definition of "Trustee".

Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such word or respective pronoun shall be held and taken to include both the singular and the plural and the masculine and feminine gender thereof. The Trustee team will consist of i) nephew Jeff Kane for purposes of allocated assets as devised to herein; ii) friend Jennifer Kearney for purposes of allocated assets as devised to herein; iii) accountant George Jacynycz for purposes of all accounting and taxes; and iv) Hal Cobb for purposes of allocated assets and other duties as described herein, including, but not limited to having all voting rights of any assets transferred into the Trust.

(2) Fiduciary Relationship.

All of the powers and discretions vested in the Trustee in this Agreement shall be exercised in a fiduciary manner.

(3) Successor Trustees - General:

In the event that any of the Trustee team is unable or unwilling to serve or continue to serve for any reason, then the Settlor's friend, Hal Cobb, shall serve as sole decision maker to replace a team member of the Trustee. If Hal Cobb is unable or unwilling to serve, then the successor Trustee shall be appointed by a majority of the adult income beneficiaries of the Trust. The successor shall be some other individual, bank, trust company, or other corporation qualified to do trust business in the State of South Carolina or the domicile of any income beneficiary. If any Corporate Trustee serving hereunder, by sale, merger, consolidation, reorganization or otherwise, shall be merged or consolidated with any other bank, trust company or other corporation authorized to do trust business in a state in the United States, the merged or consolidated trust company resulting therefrom shall succeed to and be vested with all of the title, powers, discretions, privileges, immunities and duties granted to, or assumed by the Corporate Trustee in this Agreement.

Upon the acceptance of the Trust by a successor Trustee, the previous Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the Trust Property and make a full and proper accounting to the current income beneficiaries. The removal or resignation of a Trustee shall become effective when the successor Trustee accepts the Trust property and the appropriate accountings have been made by the previous Trustee. Any substitute or successor Trustee upon acceptance of this Trust and the Trust Property shall succeed to and possess all the rights, powers, duties, authority and responsibility conferred upon the Trustee originally named herein. Any substitute or successor Trustee shall not be liable for or be required to investigate or review the acts or omissions of any previous Trustee and shall not be required to seek any redress against the previous Trustee unless requested to in writing by the current income beneficiaries within sixty (60) days of acceptance of the Trust Property.

(4) Compensation for Trustees:

No Individual Trustee team member may receive a fee for administering any Trust hereunder or reimbursement of all associated expenses, except for any Trustee team member who shall be compensated for work done at regular and reasonable billing rates. For its services as Trustee, a Corporate Trustee shall receive an amount which shall be determined by its Standard Fee Schedule in effect and applicable at the time of the performance of such services, unless there is a written agreement between the Corporate Trustee and an Individual Trustee for a lower fee. If no Individual Trustee is serving, the written fee agreement may be agreed upon between the Corporate Trustee and a majority of the adult income beneficiaries. If no Standard Fee Schedule or written agreement shall be in effect at that time, the Corporate Trustee shall be entitled to reasonable compensation for the services rendered.

(5) Resignation of Trustee.

Any of the Trustees named herein may resign by giving the named Successor Trustee and the current income beneficiaries sixty (60) days notice in writing.

(6) Removal of Corporate Trustee.

If a Corporate Trustee is serving, a majority of the adult income beneficiaries may name a substitute or successor Corporate Trustee by delivery of written notice naming the successor or substitute Corporate Trustee which shall be another bank, trust company or other corporation qualified to do trust business in the State of South Carolina or the domicile of any income beneficiary. This power may be exercised by a majority of the adult income beneficiaries not more than three (3) times.

ARTICLE XIII.

The Settlor during the Settlor's lifetime may name a substitute or successor Trustee which shall be an individual or a bank, trust company or other corporation qualified to do trust business in the Settlor's domicile by delivery to the Trustee herein a notice naming the successor or substitute Trustee and indicating an intent to replace the Trustee named herein. Upon receipt of such notice the Trustee named herein shall pay over, deliver, assign, transfer or convey to such substitute or successor Trustee (which accepts the appointment as trustee), the trust property and make a full and proper accounting to the Settlor, whereupon the Trustee named herein shall be discharged and have no further responsibility under this Trust Agreement. Upon the failure of the Trustee to make such conveyance the Settlor may apply to the court having jurisdiction of this trust and such court may compel the conveyance by the Trustee. The substitute or successor Trustee upon acceptance of this trust and the trust property shall succeed to and possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XIV.

The Trustee is authorized in its absolute discretion with respect to any property, real or personal, at any time held under any provision of this Trust and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust or by statute or general rules of law:

(1) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of a Corporate Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(2) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(3) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(4) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for a reasonable period, without liability for any loss in income by reason thereof.

(5) To sell or exercise stock subscription or conversion rights.

(6) To refrain from voting or to vote shares of stock owned by the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(7) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any

such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(8) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(9) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(10) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(11) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(12) To continue and operate any business owned by the Settlor at the Settlor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

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

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

(15) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary, capacity.

(16) 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.

(17) To employ and compensate agents, accountants, investment advisors, 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.

(18) To determine, irrespective of statute or rule of law, what shall be fairly and equitably charged or credited to income and what to principal notwithstanding any determination by the courts or by any custom or statute, and whether or not to establish depreciation reserves.

(19) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustees' books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(20) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value.

(21) 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 it may deem best, and to do all acts which it may deem necessary or proper to carry out the purposes of this Trust.

(22) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's executor or administrator and the Trustee shall agree, to hold the property so purchased in the Trust although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's executor or administrator and the Trustee are the same shall in no way affect the validity of this provision.

(23) To lend funds to the Settlor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Settlor's executor or administrator and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

(24) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to executors, donors, insurance companies and other parties adding property to the Trust Estate.

(25) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determine that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(26) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deem it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(27) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2620(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero; to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in their sole discretion deem best.

(28) If the Trustee shall act as the executors of the Settlor's estate, to elect to allocate any portion or all of the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of Trust B or any other trusts or bequests in the Settlor's Will or any other transfer which the Settlor is the transferor for purposes of the generation-skipping tax.

(29) To permit any beneficiary or beneficiaries to occupy rent free any residence constituting a part of the assets of a trust for such beneficiary or beneficiaries and to pay the real estate taxes thereon, expenses of maintaining said residence in suitable repair and condition and hazard insurance premiums on said residence.

(30) If any individual serves as Trustee, then in exercising the Trustee's fiduciary powers and discretion, the Trustee shall not be governed by the rule of law set forth in First Union National Bank of South Carolina v. Cisa, 293 S.C. 456, 361 S.E.2d 615 (1987), to the effect that a person who is both a Trustee and a beneficiary of the same Trust cannot authorize a distribution from the Trust to the Trustee as a beneficiary. Provided, however, that the preceding sentence shall be interpreted to give to such individual Trustee, with respect to the Trust assets distributable to the Trustee as beneficiary pursuant to his authority as Trustee, no more than a power of appointment exercisable in the Trustee's favor which is limited by an ascertainable standard within the meaning of Internal Revenue Code Section 2041(b)(1)(A).

ARTICLE XV.

In the administration of this Trust after the death of the survivor of the Settlor and the Settlor's wife, the Trustee shall not take any of the following actions without written consent of beneficiaries who were allocated Sixty-Five Percent (65%) or more of the shares of this Trust:

(1) Cause the Trust to make any capital expenditure in excess of \$500,000 in any single transaction, or series of related transactions;

(2) Borrow or incur indebtedness in excess of \$500,000

(3) Sell, lease, assign or transfer any of the company's real property with a value in excess of \$500,000;

(4) Loan to any person any of the Trust's money or resources;

(5) Guarantee or pledge Trust assets to secure the obligations of any person including, without limitation, any beneficiary of this Trust.

ARTICLE XVI

During the Settlor's life, the Settlor shall have all rights under any life insurance policies payable to the Trustee, including the right to change the beneficiary, to receive any dividends or other earnings of such policies without accountability therefor to the Trustee or any beneficiary hereunder, and may assign any policies to any lender, including the Trustee, as security for any loan to the Settlor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon the Settlor's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee. If any policy is surrendered or if the beneficiary of any policy is changed, this trust shall be revoked with respect to such policy. However, no revocation of the trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in beneficiary of the policy is accepted by the insurance company. Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the Settlor that matures any such policy, the Trustee, in its discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to it, and the Trustee shall deliver any policies on the Settlor's life held by it and payable to any other beneficiaries as those beneficiaries may direct. Payment to, and the receipt of, the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this agreement or see to the application of any payment. The Trustee need not engage in litigation to enforce payment of any policy without indemnification satisfactory to it for any resulting expenses.

ARTICLE XVII

It is expressly provided that the grant of rights, powers, privileges and authority to the Trustee in connection with the imposition of duties upon the Trustee by any provision of this Trust or any statute relating thereto shall not be effective if and to the extent that the same, if effective, would disqualify the marital deduction as established in Trust A and Trust C hereof. It is the Settlor's intention that his wife under the provisions of Trust C have substantially that degree of beneficial enjoyment of the Trust Estate during her lifetime which the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust and the Trustee shall not exercise their discretion in a manner which is not in accord with this expressed intention. The Trustee shall invest the Trust Estate so that it will produce for the Settlor's wife during her lifetime an income or use which is consistent with the value of the Trust Estate and with its preservation. It is expressly provided that the Trustee shall not in the exercise of its discretion make any determination inconsistent with the foregoing.

ARTICLE XVIII.

If at any time any trust created hereunder has a fair market value as determined by the Trustee of Five Hundred Thousand (\$500,000) Dollars or less, the Trustee, in the Trustee's absolute discretion if the Trustee determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XIX.

Except as otherwise provided herein, all references to the "issue" of anyone shall mean the lineal descendants of that person, including not only blood descendants but also any legally adopted child of that person (provided they were adopted prior to age Eighteen) or of a blood descendant of that person and any descendant of such an adopted child.

MARTA BERG shall be treated as a child of the Settlor, and her issue shall be treated as the issue of the Settlor.

The term "per stirpes" as used herein is intended to describe "taking by representation" as defined in the South Carolina Probate Code; except however, the division of shares shall be made at each generation regardless of whether there is surviving issue representing that generation. If no issue representing a generation are surviving, the number of shares for that generation shall equal the number of predeceased issue of that generation leaving surviving issue. If issue representing a generation are surviving, the number of shares for that generation shall equal the number of issue of that generation surviving, plus the number of predeceased issue of that generation leaving surviving issue. This definition of "per stirpes" is intended to state the common law definition before the adoption of the South Carolina Probate Code in 1986.

ARTICLE XX.

As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," "generation-skipping transfer tax," "generation-skipping exemption," "inclusion ratio" and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. For purposes of this Trust Agreement, the Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in Section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Settlor's death reduced the aggregate of (1) the amount, if any, of the Settlor's exemption allocated to lifetime transfers of the Settlor by the Settlor or by operation of law, and (2) the amount if any, the Settlor has specifically allocated to other property of the Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Settlor's death the Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and

the Settlor has not yet filed a return, it shall be deemed that the Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to Sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XXI.

Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ARTICLE XXII.

If any beneficiary should die under such circumstances as would make it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Settlor.

ARTICLE XXIII.

On the death of any person entitled to income or support from any Trust hereunder, the Trustee are authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

ARTICLE XXIV.

If one or more qualified pension, profit sharing, and 401K plans, individual retirement accounts ("IRAs"), Roth IRAs, annuity or mutual fund custodial accounts under section 403(b), or other types of qualified plans (referred to as a "retirement account") are, or may be, distributed to any share of this Trust, then the following provisions shall apply:

(1) If any distributions shall be made to this Trust during the Settlor's lifetime, the Trustee shall hold such distributions solely for the benefit of the Settlor. The Trustee shall transfer and distribute to the Settlor such portion of the retirement account distributions as the Settlor may from time to time request. In the event that the Settlor is incapacitated, then the Settlor's agent under a durable power of attorney or guardian under any guardianship may make such direction on behalf of the Settlor. During the Settlor's lifetime all of the provisions dealing with the retirement accounts of this Trust shall be fully revocable. At the Settlor's death this Trust shall become irrevocable.

(2) Upon the Settlor's death, the Trustee shall have the right, in the Trustee's discretion, to elect to receive any retirement plan death proceeds, whether under any

retirement account, in any manner permitted by the plan. The Trustee shall not be liable to any beneficiary for such decision.

(3) If one or more retirement accounts are distributed to a trust which qualifies for the marital deduction, then the distributions applicable to that trust share shall be made in accordance with these provisions. The Trustee shall direct the trustee or custodian, as appropriate, of the retirement account to make distributions to the marital trust at least annually of an amount equal to the greater of: (a) all the net income earned by the share of the retirement account allocated to the marital trust, or (b) the amount required to be distributed from such retirement account as the required Minimum Required Distribution, as required by the Internal Revenue Code. The Trustee shall take all necessary action to cause the retirement account to distribute to this Trust the amount required to be distributed to the Settlor's wife under this paragraph. The Settlor's wife shall have the right, in her discretion, to compel the Trustee to demand such distributions and to compel the retirement plan trustee to convert any non-productive property to productive property. The Trustee shall take all necessary action to assure that the interest of the Settlor's wife in this Trust and in the retirement account qualifies as a qualifying income interest for life pursuant to Internal Revenue Code section 2056.

(4) The Trust shall run for the benefit of the Settlor's wife, PAMELA F. KANE, who shall be the "Designated Beneficiary" for each such retirement account.

(5) Commencing on the September 30th after the year of the Settlor's death (herein referred to as the "Designation Date"), no portion of any retirement plan account may be distributed to any charity or other non-individual beneficiary. It is the Settlor's intent that after the Designation Date any such distribution shall be paid only to the individual beneficiaries of this Trust. After the Designation Date no portion of any retirement plan distribution may be used to pay any creditor claim or debt of the Settlor, nor any administration expense of the estate or this Trust, nor any estate, inheritance, or similar taxes.

(6) Any retirement account made payable to this Trust shall be deemed to be an asset of the Trust and allocated to principal of the applicable Trust share. In cases where the Trustee receives reporting information from the retirement plan to enable the Trustee to determine the annual income earned by that retirement account on an annual basis, then the Trustee shall use normal accounting principles to allocate income and principal for the retirement account allocated to the applicable Trust share. In cases where the Trustee does not receive reporting information from the retirement account, the Trustee has the discretion to allocate changes in the retirement account value from the original account value on a reasonable basis between income and principal. When distributions are made from the retirement account, accrued income shall be deemed to be distributed first. The Trustee shall allocate to the net income of this Trust all the net income earned by the retirement account and paid to this Trust regardless of whether the retirement account is allocated to principal for Trust accounting purposes. The Trustee shall allocate to principal of this Trust all other distributions from the retirement account. In calculating the income earned by the retirement account, the Trustee shall allocate all retirement account expenses, including income tax and retirement plan trustee fees, that are attributable to principal distributions so that all income distributions from the retirement plan are not reduced. If a retirement account becomes an asset of this Trust (or one or more of the Trust shares) the fair market value of the retirement account at the date of the Settlor's death shall be deemed to be the


“inventory value” for fiduciary accounting purposes.

(7) Notwithstanding any other provision to the contrary, no individual may become a member of a beneficiary class by adoption completed after the earlier of the date of the Settlor’s death or the date this Trust becomes irrevocable, if such person is older than the oldest beneficiary of this Trust as of the date of the Settlor’s death.

ARTICLE XXV.

This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

[Signature pages follow.]



TPK

IN WITNESS WHEREOF, the Settlor has set his hand, and the Trustee, in acceptance of this Fourth Amendment and Restatement of Trust, has set his hand.


WITNESSES:

Magda R. Urena

Andrea M. Schack

Magda R. Urena

Andrea M. Schack


TIMOTHY P. KANE, SETTLOR


TIMOTHY P. KANE, TRUSTEE

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

(AS TO SETTLOR AND TRUSTEE)

PERSONALLY appeared before me the below-signed witness who made oath that (s)he saw the within named TIMOTHY P. KANE, as Settlor and Trustee, sign, and as his act and deed, deliver the within written Fourth Amendment and Restatement of Trust Agreement, and that (s)he with the other witness named above, witnessed the execution thereof.

Magda K. Usura

(Signature of Witness)

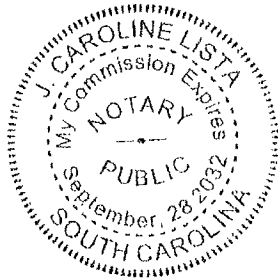
*Magda K. Usura
502 Village Rest Ct.
Mt. Pleasant, SC 29464
magda.usura@wbd-us.com*

SWORN TO before me this 1st day of June 2024.

[Signature]
Notary Public for South Carolina
My Commission Expires:

(SEAL)

*Andrea M Schock
Andrea M Schock
3152 N Highway 17
Mount Pleasant, SC 29466
andreaschock@gmail.com*



TK