

## ARTICLE VII—CONCERNING THE TRUSTEE

Section 1. The trusts created hereby are accepted by the Trustee upon the following conditions and no other, viz:

First: The Trustee hereunder for the time being, shall not incur any liability nor responsibility whatever in consequence of permitting or suffering the Corporation to retain or to be in possession of the properties and estate hereby mortgaged or conveyed, or intended so to be, nor for permitting, or suffering the Corporation to use, lease or operate said properties and estate hereby mortgaged, and receive, use and enjoy all benefit and income derived from same; nor shall the said Trustee be or become responsible or liable for any injury or damage which may be done or at any time occur to the said properties, nor shall the said Trustee be or become in anyway responsible for the consequences of any breach on the part of the Corporation, its successors or assigns, or its agents, of any of the covenants herein contained, nor for any act of the Corporation, its agents, servants, successors or assigns, nor for, nor on account of, any error in judgment or discretion, nor on account of any matter or thing under the terms and provisions hereof left to such judgment or discretion, nor for any cause, matter or thing whatsoever, except the wilful and intentional breaches by the said Trustee of the Trusts hereby created and expressed.

Second: It shall be no part of the duty of the Trustee to see to the recording or filing of these Presents as a Mortgage of real estate, or to procure any further, other or additional instruments of further assurance, or to do any other act for the continuance of the lien of this Mortgage, or to give notice of the existence of the lien hereof, or to extend or supplement the lien sought to be created hereby; nor shall it be any part of the duty of the Trustee hereunder to keep itself informed or advised as to the payment of any taxes or assessments that may be imposed upon the property affected by this indenture, or to require the payment of such taxes or assessments; but the Trustee may, in its discretion, at the expense of the Corporation, do any or all of the matters and things in this Article set forth, or require the same to be done, or in case the Trustee shall, after request, fail to do or cause any of the said things to be done, then the holder or holders of any bonds hereby secured may do so, at the cost and expense of the Corporation.

Third: The Trustee shall not be responsible in any manner whatsoever for the validity hereof, or for the amount or extent of the security afforded by the property covered hereby, or for the recitals herein, or in said bonds contained, all such recitals being and to be taken as the statements of the Corporation, nor shall it be accountable for the use of any bonds, certified and delivered by the Trustee hereunder, or for the application of the proceeds of such bonds.

Fourth: The Trustee shall have a lien, prior to that of any bond issued hereunder, on the mortgaged premises and funds for its reasonable expenses and counsel fees incurred in the performance of the trusts, powers and duties, and also for any liability or damages by it sustained in the premises, and for its reasonable compensation.

Fifth: The Trustee shall not be bound to recognize any person as a bondholder until his bonds are submitted to the said Trustee for inspection, if required, and his title satisfactorily established, if disputed.

Sixth: No holder or holders of any bonds or coupons secured hereby shall have the right to institute any suit, action or legal proceeding for the appointment of a receiver, the foreclosure of this Indenture, or for the purpose of enforcing any covenant or remedy herein contained, except as above provided and except in the case of failure or refusal of the Trustee to perform any duty imposed upon it by this Indenture in respect to any suit, action, sale or proceeding after written notice or demand upon it by the holder or holders of such amount of bonds or coupons secured hereby as the terms of this Indenture may require, with reference to the above request or demand; but no inaction by said Trustee after any such request or demand shall be deemed a failure or refusal to act thereon until after the expiration of a reasonable time, (not to exceed sixty (60) days) for the consideration thereof by the Trustee; it being the understanding and intention that no one or more of the holders of the bonds or coupons secured hereby, shall have any right in any manner whatever to effect, disturb, or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided.

Seventh: The Trustee shall be protected in action upon any notice, request, consent, certificate, bond, affidavit or other paper or document, believed by it to be genuine and to be signed by the proper party or parties.

Eighth: In case at any time it shall be necessary and proper for the said Trustee, its Successor or Successors, to make any investigation, respecting any facts preparatory to taking or not taking any action, or doing or not doing any thing under this Trust Deed, as said Trustee, the certificate of the Corporation under its corporate seal, sworn to by its President or Secretary, shall be sufficient evidence of such fact. The Trustee shall be under no obligation to take any action towards the execution or enforcement of the trusts hereby created, or defend any suit in respect thereof, which, in the opinion of the Trustee, shall be likely to involve it in expense or liability, unless one or more of the holders hereby secured shall, as often as required by the Trustee, furnish indemnity satisfactory to the Trustee against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder, and it may for all purposes conclusively assume that there has been no default hereunder, unless and until notified in writing of such default by the holders of at least five (5%) per cent. in amount of such bonds then outstanding and hereby secured, or to take any action in respect of any default, unless requested to take action in respect thereof by a writing signed by the holders of not less than twenty-five (25%) per cent. in amount of such bonds then outstanding and hereby secured, and tendered indemnity as aforesaid.

The foregoing provisions of this Section are intended only for the protection of the Trustee, and shall not be construed to affect any discretion or power by any provision of this Indenture given to the Trustee, to determine whether or not it shall take action in respect of any default, or any power or discretion of the Trustee to take action in respect of any default, without such notice or request from bondholders, or to affect any other discretion or power given to the Trustee.

Sec. 2. The Trustee hereunder may resign and discharge itself from the trust hereby created by giving notice in writing to the Corporation thirty days before such resignation shall take effect, or such shorter notice as the Corporation may accept as adequate, and in the event of the resignation of the Trustee, or should the said Charleston Trust Company, its Successors or Successor in this trust, refuse, fail or neglect, or in any way become incapacitated to execute the trust hereby created, then the Board of Directors of the Corporation shall select a Trustee in the place and stead of the then existing Trustee, and, upon the acceptance in writing of said trusts by such selected Trustee or Trustees, and delivery thereof to the President of the Corporation, the same shall be recorded in the same office in which these Presents are recorded, which acceptance and recordation shall have the effect of substituting the thus selected Trustee or Trustees in the place and stead of the retiring Trustee, with all the powers, rights and duties herein conferred and imposed upon the Charleston Trust Company as such Trustee; and all the estate, rights, powers and duties of the said Charleston Trust Company, Trustee, hereunder, shall be and become vested in such substituted successor or successors; but, nevertheless, the present Trustee, or its Successor, shall be required to make and execute all and any such act, deed or thing which may be requisite or necessary fully to vest in such duly selected or appointed successor all title to the premises and property hereby mortgaged or intended so to be. Said Trustee so selected shall always be a well established Trust Company or Banking Institution with trust powers derived either from the State of South Carolina, or from the United States Government, with one or more offices in the State of South Carolina.

## ARTICLE VIII—IMMUNITY OF OFFICERS, DIRECTORS AND STOCKHOLDERS

Section 1. For the debt and bonds hereby secured, the Corporation is liable in personam, and any deficiency, after exhausting the mortgage security, may be enforced against the Corporation, but not against its officers, directors or stockholders individually, and it is expressly agreed between the parties hereto, and by every person who shall take or hold any bonds issued hereunder, that the existing and all future officers, directors and stockholders of the Corporation shall not be individually liable to any extent or for any purpose with respect to such bonds or any of them, except for malfeasance in office, unless such liability is expressly assumed in writing stamped upon the said bond.

## ARTICLE IX—MISCELLANEOUS PROVISIONS

Section 1. The word "Trustee," as used in this agreement, shall equally apply to successors of the Trustee in the trusts and powers, or any of them, by this agreement created.

The word "and" shall be construed to include the meaning of the word "or," and the word "or" to include the meaning of the word "and," when necessary to the reasonable interpretation of this instrument.

Sec. 2. It is also covenanted and agreed by and between the parties hereto and all present and future holders of bonds to be issued hereunder that the Trustee may, from time to time hold and own any of the bonds to be issued hereunder with the same right which it would have if it was not Trustee.

Sec. 3. All the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the bonds and of the coupons hereby secured.

Sec. 4. Whenever in this Indenture either of the parties hereto is named or referred to, it shall be deemed for all purposes, including the execution, certification, issue and use of any of the bonds authorized to be issued hereunder to include the successors and assigns of such parties, and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Corporation, or by or on behalf of the Trustee, shall bind and enure to the benefit of their respective successors and assigns, whether so expressed or not.

Sec. 5. In case any of the remedies herein given or attempted to be given the Trustee or the holders of the bonds and coupons secured hereby shall at any time be held invalid, or any one or more phrases, sentences, clauses, paragraphs or provisions of this Indenture, or of the bonds or coupons secured hereby shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Indenture or of such bonds and coupons, or the other remedies given hereby, but this Indenture and said bonds and coupons shall be construed and enforced as if such illegality or invalid phrases, sentences, clauses, paragraphs or provisions had never been inserted herein.

Sec. 6. Any notice to the Corporation given under any of the provisions of of this Indenture shall be deemed sufficiently given if such notice be written or typewritten and deposited in the United States mail, registered, postage prepaid, addressed to the Corporation at its office at Greenville, South Carolina, in sufficient time to reach the Corporation at said address, if transmitted in the usual course of the mail, at the time required for the giving of such notice.

## ARTICLE X—POSSESSION AND DEFEASANCE CLAUSES

Section 1. Until the Trustee shall, in pursuance of the powers above recited, have a Receiver take possession of the properties and premises hereby mortgaged or intended so to be, or shall sell the same, or shall institute proper proceedings to appoint a receiver thereof, the Corporation, its successors or assigns, may retain and enjoy full and free use, possession and management of the same and the full enjoyment of the income, revenue and profits derivable therefrom, subject to the limitations herein contained.

Sec. 2. On the payment in full of all the bonds issued hereunder and of all the interest thereon from time to time accruing, according to the tenor and effect of said bonds and coupons, and of this Indenture, all the property hereby mortgaged shall be surrendered and delivered to the said Corporation, which shall hold and possess the same as if this Indenture had not been made; and thereupon the Trustee shall, at the cost of the said Company, duly execute, acknowledge and deliver such instrument or instruments of satisfaction, or deed or deeds of release, as may be necessary and proper to discharge of record, or otherwise all the property hereby mortgaged, from the lien hereof; provided, however, that the said Corporation, or its Successors or Assigns, shall have the right, and the same is hereby expressly reserved, on the maturity of said bonds, to deposit with the Trustee, to the credit of the holder or holders of all said bonds and coupons which shall not have been presented for payment in accordance with the terms hereof, the amount due thereon for principal and interest, and thereupon the Trustee shall forthwith satisfy and release this Indenture as hereinbefore provided, and the Trustee shall hold such deposit, without interest, to the credit of the said holder or holders of any such bonds and coupons which shall not have been presented for payment at maturity in accordance with the terms of these Presents; and in case the holder or holders of any such outstanding and unpaid bonds and coupons shall not, within ten years after such deposit is made by the Corporation, claim the amount so deposited for payment thereof, then the Trustee shall, upon the written demand of the President of the Corporation, or its successors or assigns, pay over such amount so deposited to the said Corporation or to its successors or assigns, upon receiving from the said Corporation, its successors or assigns, its or their duly executed bond, with surety satisfactory to the Trustee, in an amount equivalent to the amount of such deposit unclaimed, and conditioned for the payment of the principal and interest accrued to date of maturity of any of said bonds or coupons thereafter presented for payment.