

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 to protect the said Trustee, or its successor or successors, in any action that it may take by reason of the supposed existence 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 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.

Section 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 bond 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.

Section 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.

Section 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.