

Any demand, request, consent or other instrument of the owner of any Debenture shall bind all future owners of the same obligation in respect of anything done or suffered by the Trustee in pursuance thereof.

ARTICLE EIGHTH

Concerning the Trustee

Section 8.01. At all times there shall be a Trustee hereunder, which shall be a bank or trust company organized and doing business under the laws of the United States or of the State of South Carolina, which is authorized to exercise corporate trust powers and has its principal office in the State of South Carolina. Any successor trustee or trustees appointed hereunder shall be a trustee or trustees subject to supervision or examination by Federal or State authority.

Section 8.02. The Trustee hereby accepts the trust created by this Indenture. Prior to an event of default as such term is defined in Section 5.01 hereof and after the curing of any such event of default, the Trustee shall not be liable except for the performance of such duties, and only such duties, as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee. Prior to an event of default as such term is defined in Section 5.01 hereof and after the curing of any such event of default and in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein upon certificates or opinions conforming to the requirements of this Indenture. In case of a default continued for the period specified in said Section 5.01 hereof which has not been cured, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Nothing herein contained shall relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that the Trustee shall not incur any liability (a) for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, or (b) in respect of any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than Twenty-five (25%) percent in principal amount, or of a majority in the principal amount, as the case may be, of the Debentures at the time outstanding (determined as provided in Section 5.08) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

None of the provisions in this Indenture contained shall require the Trustee to advance or expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it by the security afforded to it by the terms of this Indenture.

Section 8.03. The recitals of fact contained herein and in the Debentures shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity of this Indenture or of the Debentures issued hereunder.