

Section 8.09. The Trustee shall be entitled to reasonable compensation (which shall not be limited by any provision of law in respect of the compensation of a trustee under an express trust) for all services rendered by it, or by its agents or attorneys, in the execution of the trusts hereby created, and the Company agrees to pay such compensation as well as all reasonable expenses incurred or paid by the Trustee hereunder. In case of non-payment of any such compensation or expenses, the amount unpaid shall be a claim against the Company, and a lien upon any moneys collected under this Indenture prior to the Debentures.

Section 8.10. The Trustee, or any successor to it in the trust, may resign and be discharged from the trust created by this Indenture by giving to the Company notice in writing of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once, on a day not less than thirty (30) days nor more than sixty (60) days prior to the date so specified, in a newspaper printed in the English language and of general circulation published in the City of Greenville, South Carolina, and in a newspaper printed in the English language and of general circulation published in the City of Columbia, South Carolina. Such resignation shall take effect on the day specified in such notice, unless previously a successor Trustee shall be appointed as hereinafter provided, either by the Debenture holders or by the Company, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

The Trustee hereunder may be removed at any time by an instrument or concurrent instruments in writing filed with the Trustee and signed and acknowledged by the holders of a majority in amount of the Debentures issued hereunder and then outstanding or by their duly authorized attorneys.

Section 8.11. In case, at any time, the Trustee, or any successor to it, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of all or substantially all of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of Trustee, and a successor or successors may be appointed by the holders of a majority in amount of the Debentures issued hereunder and then outstanding by an instrument or concurrent instruments in writing signed and acknowledged by such Debenture holders, or their duly authorized attorneys and delivered to the new Trustee, notification thereof being given to the Company and the retiring Trustee; provided, nevertheless, that until a new Trustee shall be appointed by the Debenture holders as aforesaid the Company may by instrument executed by order of its Board of Directors appoint a trustee to fill such vacancy.

After any such appointment by the Company, it shall cause notice of such appointment to be published once a week in each of two successive calendar weeks in a newspaper printed in the English language and of general circulation published in the City of Greenville, South Carolina, and in a newspaper printed in the English language and of general circulation published in the City of Columbia, South Carolina; but any new Trustee so appointed by the Company shall immediately and without further act be superseded by the Trustee appointed in the manner above provided by the holders of a majority in amount of the Debentures issued hereunder and then outstanding, if such appointment by the Debenture holders be made prior to the expiration of six months after the first publication of the notice of the appointment of the new Trustee by the Company.