

hereof, and at its cost and expense, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture. Any moneys deposited with the Trustee for payment of principal, premium or interest of Debentures hereunder and not applied to the payment of Debentures, as aforesaid, within a period of Ten (10) years after the date upon which the Debentures shall have become due and payable, shall, upon delivery to the Trustee of the Company's agreement in form satisfactory to the Trustee to hold the Trustee harmless in making such repayment, be repaid to the Company by the Trustee, as the case may be, on written demand and thereupon all liability of the Trustee with respect to such moneys shall cease and the holders of Debentures shall thereafter be entitled to look only to the Company for the payment thereof; provided, however, that before being required to make any such repayment, the Trustee, as the case may be, at the expense of the Company, may cause 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, notice that said moneys have not been claimed and that after a date named in such notice the balance of such moneys then unclaimed will be repaid to the Company. No repayment of any moneys pursuant to the provisions of this Article Tenth shall relieve the Company of the obligation to pay any Debenture issued hereunder upon the due presentation thereof subsequent to such repayment; provided, however, that nothing herein contained shall be construed to extend any statutory period of limitation which would have been applicable if the moneys had not been repaid to the Company by the Trustee.

#### ARTICLE ELEVENTH

##### Consolidation, Merger and Sale

Section 11.01. Nothing contained in this Indenture shall prevent any consolidation or merger of the Company with or into any other corporation, or any sale or transfer of all or substantially all of the property and assets of the Company to any other corporation lawfully entitled to acquire the same, or successive consolidations, mergers, sales or transfers to which the Company or its successor or successors shall be a party or parties; provided, however, and the Company covenants and agrees, that any such consolidation, merger, sale or transfer shall be upon the condition that the due and punctual payment of the principal of and interest on all the Debentures in accordance with the provisions of this Indenture and the due and punctual performance and observance of all the terms, covenants and conditions of this Indenture to be kept or performed by the Company shall be assumed by the corporation successor to the Company or the purchaser of such property and assets.

Section 11.02. In case the Company shall be consolidated or merged with, or shall transfer all or substantially all of its property and assets to, any other corporation, the corporation formed by such consolidation or into which the Company shall have been merged, or the corporation to which such transfer shall have been made, shall execute and deliver concurrently or as a condition precedent thereto an assumption agreement satisfactory to the Trustee whereby such corporation shall assume the due and punctual payment of the principal of and interest on the Debentures issued hereunder, and the due and punctual performance and observance of all the terms, covenants and conditions of this Indenture to be kept or performed by the Company. Thereupon such corporation (below called "successor corporation") shall succeed to and be substituted for, the Company, party of the first part