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.

### RELEASE OF PROPERTY

Section 1. The Company shall have the right without the consent of the Trustee or the holder or holders of any of said bonds secured by this Indenture, and without obtaining a release from the Trustee in connection therewith, in due course of business, and from time to time, sell, freed and discharged from the lien of this Mortgage any equipment and machinery having a value at the time of not more than \$25,000.00, upon replacing the same with new or more improved equipment of an equal or greater value.

#### ARTICLE IX.

# IMMUNITY OF OFFICERS, DIRECTORS AND STUCKHOLDERS.

No recourse shall be had for the payment of the principal of, or the interest upon any bond, secured hereby, or for any claim based thereon, or otherwise in respect thereof or of this indenture securing the said First Mortgage Bonds against any incorporator, stockholder, officer or director, past, present or future, of the company, or of any successor corporation, whether by virtue of any assessment or penalty, or otherwise; all such liability being by the acceptance of said bonds and as part of the consideration of the issue thereof, expressly released.

### ARTICLE X.

## 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.