

SECTION 2. RESIGNATION AND REMOVAL OF THE TRUSTEE. The Trustee, or any Trustee hereafter appointed may resign and be discharged of the trusts created by this mortgage by giving notice thereof to the said Company, and to the bondholders by publication at least twice a week for two successive weeks in one or more newspapers at the time published in the Counties of Anderson and Greenville, South Carolina, and by delivery to the Company of its resignation in writing.

*The Trustee may be removed at any time by an instrument in writing under the hands of three-fourths in amount of the holders of the bonds hereby secured and then outstanding.*

SECTION 3. APPOINTMENT OF NEW TRUSTEE. In case at any time the said Bank of Belton, Belton, S. C., as Trustee, or any Trustee hereafter appointed, shall resign, or be removed, or otherwise become incapable of acting, a successor or successors may be appointed by the holders of a majority in amount of the bonds hereby secured, then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact, duly authorized; *Provided*, nevertheless, and it is hereby agreed and declared that in case at any time there shall be a vacancy in the office of Trustee hereunder, the said Company by an instrument or instruments executed by order of their Board of Directors, may appoint a Trustee to fill such vacancy, until a new Trustee shall be appointed by the bondholders as herein authorized. The said Company shall thereupon publish notice of such appointment once a week for four successive weeks in a newspaper published in Anderson and Greenville Counties, South Carolina, or either of them, and any new Trustee so appointed by the said Power Company shall immediately and without further act be superseded by a Trustee appointed in manner above provided by the holders of a majority in amount of the bonds hereby secured, prior to the expiration of six months after such publication of notice. Every such Trustee appointed in place of the Bank of Belton, Belton, S. C., or its successors in the trust, and any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office and also to the said Company an instrument accepting such appointment thereunder, and thereupon such new Trustee without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder with like effect as if originally named as Trustee herein; but the Trustee ceasing to act shall, nevertheless, on the written request of a new Trustee, execute and deliver an instrument transferring to such new Trustee, upon the trusts herein expressed, all the estate, properties, rights, powers and trusts of the Trustee so resigning or removed, and shall duly assign, transfer and deliver any property and moneys held by such Trustee to the new Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the said Company be required by any new Trustee for more fully and certainly vesting in and conferring upon such new Trustee such estate, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be made, executed, acknowledged and delivered by it.

#### ARTICLE NINE

##### DEFINITIONS AND SUNDRY PROVISIONS

SECTION 1. DEFINITION OF TERMS USED IN THIS INSTRUMENT. Except when otherwise indicated the words "the Trustee," or any other equivalent term, as used in this mortgage, shall be held and construed to mean the Trustee or Trustees for the time being, whether originally or a successor. The words "Trustee," "bond," "Bondholder" shall include the plural as well as the singular number, and the term, "majority," shall signify "majority in amount;" and the words "bonds hereby secured" shall include every outstanding and unpaid seven per cent. bond mentioned in the preamble and Article One of this mortgage.

SECTION 2. COVENANTS BINDING ON SUCCESSORS OR ASSIGNS OF THE COMPANY. All the covenants, stipulations, promises and agreements in the mortgage contained, by or in behalf of the Company, shall bind its successors and assigns, whether so expressed or not.

#### ARTICLE TEN

##### TRUSTEE

*The Trustee, for itself, and its successor or successors, hereby accepts the trusts and assumes the duties hereby created and imposed upon it, but only upon the following terms and conditions, to-wit:*

(1) *The recitals of fact herein contained and contained in the bonds hereby secured, shall be taken as statements made by the Company and shall not be construed as made by the Trustee.*

(2) *The Trustee shall have no responsibility as to the validity of this mortgage, or the lien purporting to be hereby created, nor as to the execution, acknowledgment, recording or filing thereof, nor as to the title or value of the property described, neither the Trustee or its officers or Agents purporting to have or having any knowledge as to any such matters.*

(3) *The Trustee shall be under no duty to inform itself as to the payment or non-payment of any sum or sums hereby required to be paid by the Company as and for the Sinking Fund, nor to take any steps to require the Company to pay the same, or to pay or to keep itself informed as to the payment of rent, taxes or assessments upon the property hereinbefore described, nor to effect insurance against fire or other damage to any portion of the said property, or to renew any policies of fire or other insurance thereon. The Trustee may in its discretion, at*