

Third: The Trustee shall not be responsible in any manner whatsoever for the validity hereof, or for the amount or extent of the security afforded by the property covered hereby, or for the recitals herein, or in said bonds contained, all such recitals being and to be taken as the statements of the Corporation, nor shall it be accountable for the use of any bonds, certified and delivered by the Trustee hereunder, or for the application of the proceeds of such bonds.

Fourth: The Trustee shall have a lien, prior to that of any bond issued hereunder, on the mortgaged premises and funds for its reasonable expenses and counsel fees incurred in the performance of the trusts, powers and duties, and also for any liability or damages by it sustained in the premises, and for its reasonable compensation.

Fifth: The Trustee shall not be bound to recognize any person as a bondholder until his bonds are submitted to the said Trustee for inspection, if required, and his title satisfactorily established, if disputed.

Sixth: No holder or holders of any bonds or coupons secured hereby shall have the right to institute any suit, action or legal proceeding for the appointment of a receiver, the foreclosure of this Indenture, or for the purpose of enforcing any covenant or remedy herein contained, except as above provided and except in the case of failure or refusal of the Trustee to perform any duty imposed upon it by this Indenture in respect to any suit, action, sale or proceeding after written notice or demand upon it by the holder or holders of such amount of bonds or coupons secured hereby as the terms of this Indenture may require, with reference to the above request or demand; but no inaction by said Trustee after any such request or demand shall be deemed a failure or refusal to act thereon until after the expiration of a reasonable time, (not to exceed sixty (60) days) for the consideration thereof by the Trustee; it being the understanding and intention that no one or more of the holders of the bonds or coupons secured hereby, shall have any right in any manner whatever to affect, disturb, or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided.

Seventh: The Trustee shall be protected in action upon any notice, request, consent, certificate, bond, affidavit or other paper or document, believed by it to be genuine and to be signed by the proper party or parties.

Eighth: In case at any time it shall be necessary and proper for the said Trustee, its Successor or Successors, to make any investigation, respecting any facts preparatory to taking or not taking any action, or doing or not doing anything under this Trust Deed, as said Trustee, the certificate of the Corporation under its corporate seal, sworn to by its President or Secretary, shall be sufficient evidence of such fact to protect the said Trustee, or its Successor or Successors, in any action that it may take by reason of the supposed existence of such fact. The Trustee shall be under no obligation to take any action towards the execution or enforcement of the trusts hereby created or defend any suit in respect thereof, which, in the opinion of the Trustee, shall be likely to involve it in expense or liability, unless one or more of the holders hereby shall, as often as required by the Trustee, furnish indemnity satisfactory to the Trustee against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder, and it may for all purposes conclusively assume that there has been no default hereunder, unless and until notified in writing of such default by the holders of at least five (5%) per cent. in amount of such bonds then outstanding and hereby secured, or to take any action in respect of any default, unless requested to take action in respect thereof by a writing signed by the holders of not less than twenty-five (25%) per cent. in amount of such bonds then outstanding and hereby secured, and tendered indemnity as aforesaid.

The foregoing provisions of this Section are intended only for the protection of the Trustee, and shall not be construed to affect any discretion or power by any provision of this Indenture given to the Trustee, to determine whether or not it shall take action in respect of any default, or any power or discretion of the Trustee to take action in respect of any default, without such notice or request from bondholders, or to affect any other discretionary power given to the Trustee.

Section 2. The Trustee hereunder may resign and discharge itself from the trust hereby created by giving notice in writing to the Corporation thirty days before such resignation shall take effect, or such shorter notice as the Corporation may accept as adequate, and in the event of the resignation of the Trustee, or should the said Woodside National Bank, its Successors or Successor in this trust, refuse, fail or neglect, or in any way become incapacitated to execute the trust hereby created, then the Board of Directors of the Corporation shall select a Trustee in the place and stead of the then existing Trustee, and, upon the acceptance in writing of said trusts by such selected Trustee or Trustees, and delivery thereof to the President of the Corporation, the same shall be recorded in the same office in which these Presents are recorded, which acceptance and recordation shall have the effect of substituting the thus selected Trustee or Trustees in the place and stead of the retiring Trustee, with all the powers, rights and duties herein conferred and imposed upon the Woodside National Bank as such Trustee; and all the estate, rights, powers and duties of the said Woodside National Bank, Trustee, hereunder, shall be and become vested in such substituted successor or successors; but, nevertheless, the present Trustee, or its Successor, shall be required 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

##### IMMUNITY OF OFFICERS, DIRECTORS AND STOCKHOLDERS

Section 1. For the debt and bonds hereby secured, the Corporation is liable in personam, and any deficiency, after exhausting the mortgage security, may be enforced against the Corporation, but not against its officers, directors or stockholders individually, and it is expressly agreed between the parties hereto, and by every person who shall take or hold any bond issued hereunder, that the existing and all future officers, directors and stockholders of the Corporation shall not be individually liable to any extent or for any purpose with respect to such bonds or any of them, except for malfeasance in office, unless such liability is expressly assumed in writing stamped upon the said bond.

#### ARTICLE IX

##### 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.

The word "and" shall be construed to include the meaning of the word "or," and the word "or" to include the meaning of the word "and," when necessary to the reasonable interpretation of this instrument.