

whether at maturity, on call for redemption or otherwise, funds sufficient to pay the principal of such Bond, together with all interest due thereon to the date of the maturity of such Bond or to the date fixed for the redemption thereof, as the case may be, having been set aside by the Trustee to be held in trust for the use and benefit of the holder thereof—then and in every such case, interest on said Bond and all liability of the Obligors to the holder of said Bond for the payment of the principal thereof and interest thereon, shall forthwith cease, determine and be completely discharged, and said Bond shall cease to be an obligation of the Obligors; and thereupon it shall be the duty of the Trustee to hold the funds, so set aside, for the benefit of the holder of said Bond who shall thereafter be restricted exclusively to said funds for any claim of whatsoever nature on the part of said holder under this Indenture or on said Bond.

In case the holder of any such Bond shall not, within six years after the same shall have become due, claim the amount so set aside, as above stated, for the payment thereof, the Trustee shall, upon demand, pay over to the Obligors for their own use such amount so set aside, if the Obligors are not at the time in default hereunder; and, upon such payment, the Trustee shall thereupon be relieved from all responsibility to such holder and the Obligors shall be under no obligation to any Bondholder in respect of any money so received; provided, however, that the Trustee before making any such payment to the Obligors may, but in its discretion need not, give notice to the holder of any such Bond by publication, at the expense of the Obligors not more than four times in one newspaper of general circulation in the City of Greenville, South Carolina.

ARTICLE TWELVE.

Concerning Consolidation, Merger and Sale.

Section 12.01. Nothing in this Indenture or any of the Bonds contained shall prevent any merger or consolidation of any other corporation or corporations into or with the Obligors, or any merger or con-