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Paying Agent shall evidence its acceptance of the duties and obligations as Paying Agent and Trustee hereunder in writing.

The Southern Bank and Trust Company, Greenville, S. C., acting as Paying Agent, shall create and establish in the name of the Issuer a Sinking Fund Account, to which account the Paying Agent shall credit all deposits in accordance with Section V hereof and from which account the Paying Agent shall pay all bonds and all interest accrued thereon on this bond issue as the same shall come due and presented for payment. Other than as hereinafter provided to the contrary, the Paying Agent shall not pay out of such account or allow the withdrawal therefrom any sum or sums of money except for the payment of the bonds of this bond issue and servicing costs until all of said bonds shall have been paid.

After all of the bonds issued hereunder shall have matured, the Paying Agent shall retain in the Sinking Fund Account a sum equal to the principal amount of all outstanding bonds of this bond issue together with accrued interest thereon at maturity. Such sums shall be retained in such account until all outstanding bonds of this bond issue shall have been paid or until the Statute of Limitations applicable in this state to such obligations shall have run against such outstanding bonds, at which time the remaining balance in such account shall be delivered to the Issuer, and the Paying Agent shall thereupon be relieved of all duties and obligations as Paying Agent thereunder.

The Paying Agent shall not be required to give any bond or security in respect to the performance of its duties and obligations hereunder.

The Paying Agent may at any time resign from the duties and obligations imposed upon it, as Paying Agent hereunder, by giving thirty (30) days' notice in writing to the Issuer. Such notice shall be delivered personally or by registered mail. Such resignation shall take effect at the end of such

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