

All that certain lot or parcel of land, with the improvements thereon, situate in the City of Aiken, in the County of Aiken, and in the State of South Carolina, at the corner of Union Street and Barnwell Avenue, bounded and measuring as follows: Fronting West on Union Street and measuring thereon Two hundred and seventy (270) feet, more or less, bounded North on one line on Barnwell Avenue and measuring thereon One hundred and fifty (150) feet, more or less, and on another line on lot of Sam Evans, and measuring thereon Forty (40) feet, more or less, bounded East on one line of said lot of Sam Evans, and measuring thereon One hundred and five (105) feet, more or less, and on another line on lot now or formerly of Hahn and Company, and measuring thereon One hundred and sixty-five (165) feet, more or less, and bounded South on lot of B. F. Holley and lot of Mrs. Nettie Holley, and measuring thereon together One hundred and ninety (190) feet, more or less.

All rights of grantor as lessee in and to the following described lot of land, said lease being from the City of Aiken, South Carolina, and said lot being described as follows: All that certain piece, parcel or lot of land in the City of Aiken, County of Aiken, and State aforesaid, containing a half acre, more or less, and bounded on the North by the Southern Railway; on the East by a spur track of the Southern Railway, on the South by a spur track running from the Southern Railway to the plant belonging to the estate of John A. May, and on the West by the traveled part of the street running from near the freight depot to and across the last named tract hereinabove. The said lot to embrace all the property owned or controlled by the City within the aforesaid boundaries, and being the property where the Company's plant is now located, and being every right and privilege now enjoyed by the Company.

All that certain lot of land situate within the City of Anderson, Anderson County, South Carolina, containing Four and one-half (4 1/2) acres, more or less, and bounded on the East by the Charleston & Western Carolina Railroad Company's right of way, on the North by West Whitner Street, on the West by Whitner Creek, and on the South by West Market Street, and being more particularly represented by a plat thereof made by Geo. M. McDavid and C. C. Sayre, Surveyors, February 5, 1898.

All that certain lot of land situate in Town of Seneca, Oconee County, South Carolina, fronting on Southern Railroad right of way fifty-eight feet and extending back therefrom one hundred feet to a thirty-five foot alley, and being all of the lot of land between the brick building now or formerly owned by J. A. Sanders and Depot Street, and is all of lot of land conveyed to Seneca Ice and Fuel Co. by J. A. Sanders by deed dated March 26th, 1920, and recorded in office of clerk of court for Oconee County in Book 30 at page 64 and shown on Plat of J. A. Winter, Surveyor, June 10, 1927.

All of ice plant acquired from Suber and Douglass situate in Town of Lavana, Franklin County, Georgia, together with rights as lessee under lease dated July 1st, 1922, from Southern Railway Company to F. K. Douglass in and to all that certain lot of land situate in Town of Lavana, Franklin County, Georgia, fronting on Southern Railway one hundred forty feet and having a width on one end of thirty-five feet and at opposite end of fourteen feet the boundary next to said railway track being parallel to and ten feet from said railway track, said lot being bounded by Lavana Lumber Company on North, alley way intervening by public street on East, by right of way of said railroad company on West.

All that certain lot, piece and parcel of land, lying, being and situate within the corporate limits of the City of Clinton, in the County of Laurens and State of South Carolina, containing 64/100 of an acre, more or less, and known as the plant and properties of the Dixie Ice and Fuel Company, and bounded and described as follows: Commencing at an iron pin 3X at the intersection of Oak Street and the right-of-way line of the Seaboard Air Line Railway Company, and Fifty feet from the center of the main line track of said railroad Company and near the Northeast corner of the insulated brick storage room building of the said Ice Plant, and on the West side of Oak Street opposite the plant of the Standard Oil Company, and thence in a line parallel to the Main line of the said Railroad Company, and at all points fifty feet from the center thereof S. 35 deg. 15' W. 175 feet to an iron pin corner 3X, and thence N. 53 Deg. 30' W. 153 ft. with line of D. W. A. Neville to an iron pin 3X, and thence with line of D. W. A. Neville N. 45 deg. 50' E. 274 feet to a corner 3X on Oak Street, there being on said line a wire fence for a distance of 174 feet, and thence along Oak Street S. 8 deg. 15' E. 60.8 ft. to iron pin 3X, and thence S. 35 deg. 15' E. 53 ft. which distance the Northwest wall of a building owned by John Spratt is on the line to a corner 3X, and thence S. 55 deg. 00' E. 65 ft. to the beginning corner, the last line being between the walls of the John Spratt Building and the insulated brick storage ice plant building, and bounded on the Northwest and North by open lot of D. W. A. Neville, on the East by said Oak Street of the Town of Clinton, and also on the East and Southeast by the right-of-way of the S. A. L. Railway Company, on the South and Southwest by open lot of D. W. A. Neville, and on the West by lot of D. W. A. Neville. The exact courses, distances, metes and bounds aforesaid, being more fully set forth and shown on a plat of survey thereof made by J. Roy Crawford for John Spratt and D. W. A. Neville on April 29th, 1927. The said lot is part of a lot sold and conveyed to John Spratt and D. W. A. Neville under the name of Dixie Ice and Fuel Company by W. H. McPhail by deed dated March 8, 1917, and recorded in Deed Book 37 at page 502, in the office of the Clerk of Court for Laurens County, South Carolina.

GEORGIA.

All that lot, or parcel of land lying and being within the City of Toccoa, Stephens County, Georgia, consisting of all of lots Nos. 14, 15, 16 and twenty feet off of the east side of lot No. 13, all in block No. 11, each of said lots Nos. 14, 15 and 16 fronting 50 feet on the north side of the Southern Railway Company right-of-way and extending back 100 feet to an alley, and said portion of lot No. 13 fronting 20 feet on the north side of said right-of-way and extending back 100 feet to said alley. All of said lots aggregate a frontage of 170 feet on the north side of the Southern Railway Company right-of-way and extend back north 100 feet to said alley and adjoin said alley on the North, Broad Street on the East, Southern Railway Company on the South and property of F. J. Hunter on the West. The numbering of said block and the numbering of said lots is taken from the survey and map of the City of Toccoa known as the Mareno plat.

All that tract or parcel of land lying and being in Land Lot 139 of the 10th District of Habersham County, Georgia, being lots Nos. 21, 22, and 23 in Block "A" of the Level Ridge Circle Subdivision which subdivision lies partly within and partly without the limits of the City of Cornelia, commencing at a stake corner at the intersection of lots Nos. 23 and 24 of said subdivision with Peachtree Street or Clarksville Road and running thence in an Easterly direction along the line dividing said lots 23 and 24 to the right-of-way of the Tallulah Falls Railway Company; thence in a southeasterly direction along said right-of-way One hundred fifty (150) feet to the northwest corner of Lot No. 20 of said subdivision; thence in a southwesterly direction along the lines dividing lots 21 and 20 of said subdivision to Peachtree Street or Clarksville Road; thence in a northwesterly direction along the northeast side of Peachtree Street One hundred fifty (150) feet to the beginning corner; being the same property conveyed by H. W. Ferkler to H. W. Caldwell and C. B. Romborg doing business as the Gainesville Ice & Fuel Company by warranty deed dated March 17, 1927, and recorded April 8, 1927, in Deed Book A-16, pages 158 and 159 of the Deed Records of Habersham County.

All that tract or parcel of land lying and being in land lots 152 and 153 of the 9th District of Hall County, Georgia, near the Southern Railway Depot in the City of Gainesville, more particularly described as follows: Beginning at a point formed by the intersection of a line parallel with and Fifty (50) feet Southeast of the original Main line of the Southern Railway and the Northeast boundary of the property of the Gainesville Cotton Mills, and running thence in a northeasterly direction along a line parallel with and Fifty (50) feet Southeast of the Main Line of the Southern Railway North Forty-five (45) degrees Thirty (30) minutes East Seven hundred twenty-three and five-tenths (723.5) feet to a point on Candler Road; thence South Fifty-three (53) degrees Thirty (30) minutes East along Candler Road One hundred sixty-two (162) feet; thence continuing along Candler Road South Twenty-eight (28) degrees Thirty (30) minutes East Six hundred ninety-five and five-tenths (695.5) feet to the property of S. J. Roberts; thence South Forty-nine (49) degrees West along the line dividing the property herein conveyed from the property of S. J. Roberts Five hundred thirteen (513) feet to the property of Gainesville Cotton Mills, thence North Forty-eight (48) degrees and Forty (40) minutes West Eight hundred twelve and three-tenths (812.3) feet to the point of beginning, said described tract containing all of the real estate formerly owned by the Gainesville Ice & Fuel Company on which their plant was located near the depot of the Southern Railway in the City of Gainesville.

All that tract or parcel of land situated, lying and being in the County of Hall, State of Georgia, and in the City of Gainesville, beginning at the Northeast corner of Main street and an alley between the property herein described and the Geo. P. Estes store on Main Street in said City, and running thence northerly along the easterly side of Main Street One hundred nineteen (119) feet, ten (10) inches, more or less, to the property of C. H. Martin; thence easterly at right angles and along the line of property of C. H. Martin a distance of Fifty-three (53) feet, more or less, to a Twenty (20) foot alley between the property herein conveyed and the property formerly conveyed to L. E. Wisdom, B. A. Parks and J. H. Elrod; thence southerly along said Twenty (20) foot alley a distance of One hundred nineteen (119) feet ten (10) inches, more or less, to the alley running back of the Estes store and back of the Gordon property, or what is known as the "Gordon Old Store House"; thence westerly along said last named alley to the beginning point on Main Street a distance of Fifty-three (53) feet, more or less, and bounded on the West by North Main Street, on the North by property of C. H. Martin, on the East by a Twenty (20) foot alley, and on the South by an alley.

All that lot or parcel of land in the City of Augusta, County of Richmond, and State of Georgia, on the North side of the Fourteen Hundred (1400) Block of Ellis Street, shown on Plat Book of the City of Augusta, at the City Offices, as Lots Numbers Four A (4A) and Four B (4B) in Block Number Thirteen (13); and being the Southern portion of Lots Numbers Eighty-four (84), Eighty-five (85), Eighty-six (86), Eighty-seven (87), Eighty-eight (88), and Eighty-nine (89) on Plat recorded in the office of the Clerk of the Superior Court of said County in Book W, page 262; having an aggregate frontage on said Ellis Street of Two Hundred and Forty (240) feet more or less, and extending back of even width but

uneven depth, to the Third Level of the Augusta Canal; bounded as a whole North by said Third Level of the Augusta Canal; East by the Tail Race of the Enterprise Factory; South by said Ellis Street; and West by property of the Enterprise Manufacturing Company. Being the same property conveyed as two separate parcels to Ellis Ice & Coal Company, the one, designated above as Lot No. 4A, by The City Council of Augusta by deed dated March 1, 1920, recorded in said Clerk's Office in Book 9E, page 566, with plat attached; and the other designated above as Lot No. 4B, by William Sanford Gardner by deed dated September 19, 1918, recorded in said Clerk's Office in Book 8W, page 313; also,

All that lot and parcel of land, lying and being in the City of Augusta, Richmond County, Georgia, on the West side of Marbury (12th) Street, between Perry Avenue and the Wrightboro Road, having a front of One Hundred and Twenty (120) feet on Marbury (12th) Street and extending back between parallel lines a distance of One Hundred and Fifty (150) feet. Said parcel of land comprises Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Nine (9), as shown on a plat of the Standard Place, made by George W. Summers, C. E., in 1923, and recorded in the office of the Clerk of the Superior Court of said County, in Book 10D, page 599, and is bounded, as a whole, North by Lot Number Ten (10); East by Marbury Street; South by Lot Number Fourteen (14) and West by Lot Number Nine (9), all as shown in said Block and plan. Being the same lot conveyed to J. Frank Ellis by Lansing B. Lee as Trustee, by deed dated October 5, 1925, recorded in the office of the Clerk of the Superior Court of said County in Book 10-0, page 48; also,

All that lot or parcel of land situate in the City of Augusta, Richmond County, State of Georgia, between Tuttle Street and Broad Street, the same being in the form of a right angle, and being forty-three (43) feet two (2) inches at its base, one hundred and eighteen (118) feet one (1) inch on its Southern line, and one hundred and ten (110) feet on its Northern line, and being bounded North by Broad Street; East by an alley fifteen (15) feet in width; South by Tuttle Street, and running to a point on its Western boundary. Being the same lot conveyed to J. F. Ellis by The City Council of Augusta by deed dated February 16, 1927, recorded with plat attached in the office of the Clerk of the Superior Court of said County in Book 10Y, page 374; also,

All that lot of land in City of Augusta, Richmond County, State of Georgia, at the intersection of Twigg and Jackson (Eighth) Streets, having a front on said Twigg Street of One Hundred and Twelve (112) feet, more or less, and a front on Jackson Street of One Hundred and Sixteen (116) feet, more or less, and a width on its rear line (North line) of Seventy (70) feet, more or less, and being bounded north by lot of Etheredge; East and southeast by Twigg Street; southwest and west by Jackson Street. Being the same lot conveyed to J. F. Ellis by the Board of Church Extension of the Church Extension Society of the A. M. E. Church by deed dated February 17, 1927, recorded in the office of the Clerk of the Superior Court of said County, in Book 10Y, page 413; also,

A certain agreement, with all rights and privileges thereunder, between the Charleston & Western Carolina Railway Company and Ellis Ice & Coal Company, dated January 1, 1914, for the lease by the former to the latter of parcel of land shown in red on blue print thereto attached, rectangular in shape, measuring Two Hundred and Fifty (250) feet by Three Hundred (300) feet, being the Eastern part of a tract of land belonging to said Leasor, situated on the corner of Greene and Fifteenth (15th) Streets, in Augusta, Georgia, on the opposite of Ellis Street from the parcel of land first above described; also,

A certain agreement, with all rights and privileges thereunder, between the Charleston & Western Carolina Railway Company and Ellis Ice & Coal Company, dated January 28, 1913, for the construction, maintenance and operation by said Railway Company of a spur track from its main line, across the leased lot next above mentioned, to a connection with a track on the parcel of land first above described, as shown by a blue print of said spur track attached to said agreement.

Subject, however, to all existing railroad rights of way which may affect any of the foregoing parcels.

Also any and all letters patent, patent rights, trade-marks and all applications therefor and all renewals thereof, and all secret processes and all trade names including the name of the Company, together with the good will of the business in connection with which any of the same are or may be used, also all reversions and remainders, and all rents, issues, profits, tolls and other income derived by the Company from any source whatsoever from property now owned by the Company or at any time hereafter acquired, together with all and singular the tenements, hereditaments and appurtenances belonging or in any way appertaining to said properties herein described, and also all estates, rights, title, interest, property, possessions, claims and demands whatsoever, either in law or in equity of the Company in and to the above-described property and all other real and personal property now owned or hereafter acquired by the Company, but specifically reserving and excepting from this Indenture all raw materials, supplies, storeroom contents, manufactured products, products in the process of manufacture, merchandise held for sale, cash on hand or in bank, accounts receivable, bills receivable, books of account, investments of reserve funds and working capital, and such funds themselves in whatsoever form they may assume, whether shares of stock, bonds, notes or other evidences of indebtedness, whether now owned or hereafter acquired by the Company, other than such as shall hereafter be conveyed, pledged, assigned or transferred by the Company or by any one on its behalf or with its consent to the Trustee, which is hereby authorized to receive at any and all times any such property as and for additional security for the payment of the Bonds issued and to be issued under this Indenture and to hold and apply any and all such property subject to the terms of this Indenture; provided, however, and it is hereby covenanted, declared and agreed, that upon the happening of any event of default as defined in section 1 of Article V hereof, then all the property at that time owned by the Company of the kinds hereinbefore specified as reserved and excepted from this Indenture shall forthwith be included in the Trust Property and title thereto and to each and every piece and part thereof shall thereupon pass hereunder.

TO HAVE AND TO HOLD the Trust Property, with all of the privileges and appurtenances thereto belonging, unto the Trustee, its successors in the trusts hereof, and its and their assigns, forever; BUT IN TRUST NEVERTHELESS, under and subject to the provisions and conditions herein set forth, for the purposes aforesaid and for the equal pro rata benefit, security and protection (except in so far as sinking funds established in accordance with the provisions of this Indenture afford additional security for the Bonds of any series) of the bearers and the registered owners of the Bonds and stocks warrants from time to time certified, issued and outstanding hereunder, and the bearers of the coupons thereunto belonging, without any preference, priority or distinction whatever of any one Bond over any other Bond or of any stock warrant over any other stock warrant by reason of priority in the issue, sale or negotiation thereof, or otherwise, except as provided in sections 7 and 8 of Article II of this Indenture.

And it is hereby covenanted, declared and agreed by the Company, upon the trusts and for the purposes aforesaid, as set forth in the following covenants, agreements, conditions and provisions, viz:

ARTICLE I.

Definitions

Section 1. Whenever used in this instrument, or in the Bonds or stock warrants, unless the context requires some other meaning, the words, "this Indenture", or "the Indenture", include and mean, in addition to this instrument, dated as of June 1, 1927, each and every other instrument (pursuant to the provisions hereof) which the Company may execute with the Trustee and which may be stated to be supplemental to this instrument, and the words "hereof", "hereunder", "herein", "hereby", "hereinbefore", "hereinafter" and other like expressions herein refer to this Indenture as a whole, and in the Bonds to the respective Bonds as a whole, and not to any particular division hereof or thereof.

Section 2. All the provisions of this Indenture and of the Bonds and stock warrants shall be binding upon the Company and its successors and assigns whether or not so expressed, and whether or not any such successor or assigns shall have executed and delivered an instrument pursuant to the provisions of Article IX of this Indenture. The provisions of this Indenture and of the Bonds and stock warrants shall inure to the benefit of the Company but (at the option of the Trustee) only to such successors and assigns of the Company as shall have executed and delivered an instrument pursuant to the provisions of said Article IX. Subject to the foregoing provisions of this paragraph, unless otherwise indicated by the context, the term "the Company", whenever used in this Indenture or in the Bonds or stock warrants, includes and means not only the party of the first part hereto but also its successors and assigns.

Section 3. For every purpose of this Indenture and of the Bonds and stock warrants, unless the context requires some other meaning, the following words and terms, and their equivalents, when used in this Indenture, shall respectively have the meaning hereinafter specified with respect thereto: the words "Trust Property" have the meaning specified in the granting clauses hereof; the word "Trustee" means the Trustee hereunder for the time being, whether original or a successor pursuant to the provisions of sections 3 and 4 of Article VII of this Indenture; the words "Trustee", "Bond", "coupon", "Bondholder", "holder", "bearer", "owner" and other words used in the singular or in the plural shall respectively include the plural and the singular, whether or not so expressed; as referring to the Company the words "president" includes any vice-president, the word "secretary" includes any assistant-secretary, clerk and any assistant clerk, and the word "treasurer" includes any assistant treasurer; the word "principal", and other words likewise referring to the Bonds, includes the premium, if any, at the time payable on the Bonds by reason of a call for redemption under any of the provisions thereof or hereof; the word "person", used with reference to a Bondholder, or otherwise, includes individuals, firms, associations, trusts or corporations; the words "Bondholders", "holders" and other similar words or