

governmental charges lawfully imposed upon the interest of the Trustee or of the holder of any bond or bonds in the property or premises hereby mortgaged, provided, however, that nothing contained in this section shall require the Company to pay and such tax, assessment or charge, so long as it shall in good faith contest the validity thereof.

Sec. 7. That it will not, except as herein allowed, do or suffer any act or thing whatsoever whereby the lien hereof, might or could be impaired, and that it will do each and every act and thing necessary to keep and maintain the property hereby mortgaged by it, in good condition.

Sec. 8. That it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force in any locality where the mortgaged premises, or any part thereof, may or shall be situate, or in which this Indenture may be sought to be enforced; nor will it claim, take, or insist on, any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisal of the mortgaged premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under any statute, to redeem the property so sold or any part thereof; and it hereby expressly waives all benefits and advantages of any such law or laws; and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, and that it will suffer and permit the execution of every such power, as though no such law or laws had been made or enacted.

Sec. 9. That it will at all times insure, or cause to be insured, and kept insured, against loss or damage by fire, to their fair insurable value, all the buildings, machinery, fixtures, tools, appliances and other improvements upon the premises hereby conveyed or intended to be, and the materials and equipment, in reputable insurance companies, such insurance in case of loss, being made payable to the Trustee; and that it will promptly pay the premium for such insurance as they may accrue. The Company further covenants and agrees that it will deposit with the Trustee annually upon the first day of January in each year and at such other times as the Trustee may demand, a detailed statement of the insurance policies then outstanding and in force, and the names of the companies which have issued such policies, and the amounts thereof. The proceeds of any such insurance, which may be received by the Trustee, shall be applied by the Company to the restoring, repairing, replacing or acquiring or building substitutes therefor, the property injured or destroyed; and the Trustee shall pay over such insurance moneys accordingly in pursuance of the written request of the Company signed by its President or Vice-President, accompanied by the certificate of the Chief Engineer or architect of the Company describing the property restored, repaired, replaced, acquired or built, or the property acquired in lieu of such destroyed property, and stating its value, which request and certificate shall constitute a sufficient warrant, direction and jurisdiction to the Trustee for the payment of such moneys, but such insurance moneys until so applied, shall be held by the Trustee as further security hereunder. Or, if not so applied, then said insurance moneys shall be applied by the Trustee on account of the sinking fund, as in Article Fifth hereof provided. Such application by the Trustee, however, shall not relieve the Company from the payment of the full amount required on account of the Sinking Fund as provided in said Article Fifth. Upon the failure of the Company to keep said premises insured as above, then the said Trustee may cause the same to be insured and reimburse itself out of the proceeds of any moneys in its hands.

#### ARTICLE THIRD

Until default shall be made by the Company in the payment of the principal or interest of the said bonds issued hereunder, or any of them or some part thereof, according to the tenor and effect thereof; or until default shall be made in respect to some other act or thing in said bonds or herein required to be done, the Company, its successors and assigns respectively shall possess, manage, operate, use and enjoy, and be suffered and permitted to remain in the actual and undisturbed possession of all and singular the property hereby mortgaged, and to receive take and use the rents, dividends, income and profits thereof as if this Indenture had not been made; and on payment in full of all the bonds issued or to be issued hereunder, and the interest from time to time accruing thereon, according to the tenor and effect of the said bonds and the interest coupons accompanying the same, and all proper charges hereunder, the said estate, property and franchises hereby mortgaged and granted to or vested in the Trustee by virtue of these presents, shall be surrendered and delivered to the Company, which shall hold, possess and enjoy the same as if this Indenture had not been made; and thereupon the Trustee shall, at the cost and charges of the Company, duly execute, acknowledge and deliver to the Company such instrument of satisfaction or other deed of release or convenience as may be necessary and proper to discharge of record, or otherwise, all the property franchises, rights, privileges and immunities conveyed by these presents, from the lien thereof.

#### ARTICLE FOURTH

The Company hereby reserves the right and option to recall and pay before maturity, on any interest date, all or any part of the bonds secured hereby, after giving thirty days' notice of its intention to do so as hereinafter provided, upon the following terms: The payment of one hundred and one per cent. of the principal and accrued interest for bonds in Series "A"; the payment of one hundred and two per cent. of the principal and accrued interest for the bonds included in Series "B"; the payment of one hundred and three per cent. of the principal and accrued interest for the bonds included in Series "C"; the payment of one hundred and four per cent. of the principal and accrued interest for the bonds included in Series "D"; the payment of one hundred and five per cent. of the principal and accrued interest for bonds included in Series "E". Notice of the election of all or part of the bonds, shall be given by publication in a daily newspaper published in the City of New York, State of New York, and the City of Spartanburg, State of South Carolina, and the first of such publication to be at least thirty days before the date fixed for payment, and thereafter the publication to be made at least once during each week prior to the day fixed for such payments; and the Company, its successors or assigns, shall, on or before five days next preceding the day in said notice specified as the date of making such payment, make deposit with the Trustee of cash to the amount of the principal and accrued interest upon and under each bond so to be paid, together with the amount of the premium payable thereon. The whole amount thus deposited for the payment of said bonds, being the unpaid accrued interest and principal of said bonds with premium as last above provided, shall be paid to the holders thereof, or, to the registered holders thereof, in case of registration, upon surrender of the same to the Trustee duly transferred to bearer. Notice being given, and deposit being made, as in this Article provided, interest on said bonds shall cease on the date in such notice specified as the date for payment thereof, and the same shall be deemed to have been paid and discharged on such date, and shall cease to be secured hereby; and the Trustee at the request of the Company, its successors or assigns, shall, at the cost and charges of the Company, duly execute, acknowledge and deliver to the Company such instruments of satisfaction or other deed of release or conveyance as may be necessary and proper to discharge