

due and punctual performance and observance of all the terms, covenants and conditions of this Mortgage to be kept or performed by the Company, shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring all the property subject to this Mortgage as an entirety, as aforesaid, such corporation being hereinafter in this Article referred to as the successor corporation.

Section 2. *Rights and Powers of Successor.*

For every purpose of this Mortgage, including the execution, issue and use of any and all bonds hereby secured, the terms "Company" and "Broad River Power Company," include and mean not only the party of the first part hereto, but also any successor corporation of the Company through consolidation, merger or sale. Every such successor or purchasing corporation, upon execution and delivering an instrument in form and substance satisfactory to the Trustee, assuming the payment of the principal and interest then and thereafter to become due of and upon the bonds then issued and outstanding hereunder, and the performance of all the covenants of the Company hereunder, shall possess and from time to time may exercise each and every right and power hereunder of Broad River Power Company in its name or otherwise.

Section 3. *Authority of Officers of Successor.*

Any act or proceeding by any provision of this Mortgage authorized or required to be done or performed by any board or officer of the Company, shall and may be done and performed with like force and effect by the like board or officer of any corporation that shall at the time be the lawful successor, or purchaser of the property, of the Company through consolidation, merger or sale.

ARTICLE FIFTEENTH.

Limitation of Trust.

This Mortgage shall not be construed to create any right, trust, liability or obligation to or in favor of any person, firm or corporation except the Company, its officers, directors and stockholders and their and each of their successors, the Trustee, or its successors in the trust, and the present or future holders of the bonds hereby secured.

ARTICLE SIXTEENTH.

Definitions.

The words "First and Refunding Mortgage of the Company," wherever used in this Mortgage, mean the First and Refunding Mortgage of the Company to the Guaranty Trust Company of New York, as Trustee, dated September 1, 1924, as the same may from time to time be revised, modified or amended.

Whenever any right of the company reserved to it in this Mortgage is dependent upon any provision in the First and Refunding Mortgage of the Company and such provision is not contained in said First and Refunding Mortgage of the Company, then such right shall not accrue to the Company.

The word "Trustee," except when limited to the context, shall for all purposes be taken to mean the corporation which shall, for the time being, and from time to time, be charged with the execution of the trusts hereby created. Unless the context recognizes a different interpretation, the word "Company" means Broad River Power Company. The words "bond," "bondholder" and "holder" shall include the plural as well as the singular number, and the word "amount," where used with reference to the bonds issuable hereunder, shall signify the principal amount, whether or not so expressed.

The words "and" and "or" as used herein shall each be construed to include the other when the context or the conditions where the same are used require such construction.

The descriptive headings of the various articles of this Mortgage were formulated, used and inserted in this Mortgage for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

This Mortgage may be executed simultaneously in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Broad River Power Company has caused these presents to be signed in its name by its President or a Vice-President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, and The Chase National Bank of the City of New York, to evidence its acceptance of the trusts hereby created, has caused these presents to be signed in its name by one of its Vice-presidents, and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Cashiers, as of the first day of November, one thousand nine hundred and twenty-four.

BROAD RIVER POWER COMPANY,
(SEAL)
By LUCIEN H. TYNG,
Vice-President.

Attest:
C. N. WILSON,
Secretary

Signed, sealed and delivered on behalf of Broad River
Power Company in the presence of:
G. A. ARONSON,
WILLIAM J. WHITE,
S. W. SCHMITT.

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK,
(SEAL)
By REEVE SCHLEY,
Vice-President.

Attest:
OTIS EVERETT,
Assistant Cashier

Signed, sealed and delivered on behalf of The Chase National
Bank of the City of New York in the presence of:
F. A. GRIEN,
J. R. HUNTER,
C. A. KENNEY.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } To-wit:

Personally appeared before me G. A. Aronson, and made oath that he saw the corporate seal of the Broad River Power Company affixed to the foregoing written agreement, and that he also saw Lucien H. Tyng, a Vice-President, and C. N. Wilson, the Secretary, of said Broad River Power Company, sign and attest the same, and that he, deponent, with S. W. Schmitt witnessed the execution and delivery thereof, as the act and deed of said Broad River Power Company.

Sworn to and subscribed before me this 22nd day of January, in the year one thousand nine hundred and twenty-five.

G. A. ARONSON,

WILLIAM J. WHITE,

(SEAL)

Notary Public, Queens County
Queens County Clerk's No. 1927
Certificate Filed in New York County
Clerk's No. 179, Register's No. 5200
Commission Expires March 30th, 1925.