

Spartanburg, S. C. R. M. Co. in Chattel Mortgage, Book 105 at Page 154 and in Real Estate Mortgage Book 171 at Page 125, and Whereas Carolina Public Service Company aforesaid by a deed and bill of sale dated December 31, 1927, to be recorded has conveyed all of its property as an entirety to United Ice Service Company, now by change of name Southern Ice Company, aforesaid, but subject to the lien of its said First Mortgage and Supplemental Indenture thereto and said Southern Ice Company as part of the consideration therefor covenanted to assume and agreed to pay duly and punctually the principal and interest of the bonds issued and to be issued under and secured by said First Mortgage and Supplemental Indenture and covenanted and agreed to perform and fulfill all the covenants and conditions thereof binding upon said Carolina Public Service Company and.

Whereas Southern Ice Company is duly qualified to do business in the State of South Carolina and is lawfully entitled to acquire and operate the properties mortgaged under said First Mortgage and the Indenture supplemental thereto; and

Whereas Southern Ice Company desires to succeed to and be substituted for said Carolina Public Service Company under said First Mortgage and Supplemental Indenture as provided in Article 7 of said First Mortgage with the same effect as if it had been named in said First Mortgage and Supplemental Indenture and in the said bonds and coupons in place of said Carolina Public Service Company and to be entitled to all the benefits and rights of Carolina Public Service Company under said First Mortgage and said Supplemental Indenture thereto to the full extent permitted by Article 7 of said First Mortgage, including the right to issue and to have certified and delivered to it any and all bonds not heretofore certified and delivered by the trustees, subject to all the terms, conditions and restrictions prescribed in said First Mortgage touching the certification, delivery and issuance of bonds, provided that the lien of said First Mortgage shall be limited as provided in Section 2 of said Article 7.

Now, Therefore, in consideration of the premises and of the covenants and agreements herein contained and of the sum of one dollar (\$1.00) by each party hereto paid to the other, receipt whereof is hereby acknowledged, it is hereby covenanted and agreed as follows;

First: The Company covenants and agrees with the Trust  
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