

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA - GREENVILLE

may be issued, certified and delivered, as herein provided, and shall be as binding on the Company and as fully secured by these Presents as though the persons who signed and sealed such bonds had not died or ceased to be such officers of the Company, and also any bond may be signed and sealed on behalf of the Company by such person as at the actual date of the execution of the Bond shall be the proper officer of the Company, although at the time of the date of the bond such person shall not have been an officer of the Company. The Coupons attached to the bonds shall be authenticated as aforesaid by the facsimile signature of the present treasurer, notwithstanding the fact that at the time such bonds shall be actually certified and delivered he shall have ceased to be the treasurer of the Company, or such coupons may be authenticated by such person as at the actual date of the execution or certification of the bond is the actual treasurer.

Section 6. If any bond issued hereunder shall be lost, mutilated or destroyed, the Company may issue a new bond of like tenor and date bearing the same number, and the officers of the Company for the time being may sign, and the Trustee may certify said bond for delivery in exchange or in lieu of the bonds so lost, mutilated, or destroyed on proof by affidavit of such loss, mutilation or destruction satisfactory to the Company and to the Trustee, and upon receipt also of indemnity satisfactory to them, and upon surrender and cancellation of such bond if mutilated; and the Company and the Trustee shall have the right to require and demand such security as a condition precedent to the recognition, establishment or payment of any bond or coupon, the loss, mutilation or destruction of which may be established under any procedure or action authorized by any law of the State of South Carolina, whether such law does or does not provide for such indemnity.

ARTICLE III.

REDEMPTION OF BONDS, AND SINKING FUND.

Section. I. At any interest date, beginning with the 1st day of May, 1937, provided no default exists hereunder, the Company may at its option, expressed by resolution of its Board of Directors, redeem and retire all or any part of the bonds at the time issued and outstanding and secured hereunder, upon payment of the principal amount so to be redeemed with interest accrued to the date of redemption. In case of redemption of a part only of said bonds, and particular bonds to be redeemed shall be selected by the Trustee by lot. Provided, however, that notice of such election by the Company to call and pay any of its said bonds shall be given, (1) to the Trustee by an instrument in writing filed with the Trustee not later than seventy (70) days prior to the date fixed for such payment, and executed in the name of the Company by its President or Vice-President and impressed with its corporate seal, attested by its Secretary pursuant to resolution adopted at a meeting of its Board of Directors and a certified copy of which resolutions shall likewise be filed with the Trustee along with such instrument; (2) to the holders of such bonds by publication once a week for four alternate weeks in a newspaper published in the City of Charleston and Greenville, South Carolina, and New Orleans, La., the first publication to be made not less than sixty days prior to the date fixed for such payment. Such notice shall state among other things that after such payment date, the said bonds shall cease to bear interest.

Ten days before the date fixed for such payment specified in said notice, the Company shall deposit with the Trustee an amount sufficient to redeem and pay as aforesaid the said bonds called for payment, to be held for amount of the holders thereof, and to be paid to them respectively upon presentation and surrender of said bonds and coupons; and the deposit having been so made such bonds after such payment date shall cease to bear interest, and the interest coupons maturing subsequent to the date fixed for such payment shall be void, and such bonds shall cease to be entitled to the benefit of any of the provisions in this agreement contained.

And all bonds so redeemed shall forthwith be cancelled and delivered to the Trustee.

Section 2. The First Mortgage Bonds issued and secured hereby shall be redeemed and