

by the Mortgagor, together with all of the right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any and all works, plants, buildings, structures, erections, and constructions now on or hereafter placed upon any of the real estate mentioned, described, or referred to in the Mortgage or this Indenture, or hereafter acquired by the Mortgagor, with the fixtured, tenements, hereditaments, and appurtenances thereunto appertaining or belonging;

II

All right, title, and interest of the Mortgagor in and to any and all permits, grants, privileges, rights of way, tenements, and easements now owned, held, leased, enjoyed, or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed, or exercised by the Mortgagor for the purpose of, and in connection with, the erection, construction, operation, or maintenance by or on behalf of the Mortgagor of any and all transmission and distribution lines or systems for the transmission or distribution of electric energy, whether underground or over head or otherwise, wherever located, including, without limitation, the transmission and distribution lines or systems hereinafter mentioned, described, or referred to;

III

All right, title, and interest of the Mortgagor in and to any and all licenses, franchises, ordinances, privileges, or permits heretofore granted, issued, or executed, or which may hereafter be granted, issued, or executed, to it or to its assignors by the United States of America, or by any State, or by any county, township, municipality, village, or other political subdivision thereof, or any agency, board, commission, or department of any of the foregoing, authorizing the erection, construction, operation, or maintenance of the transmission and distribution lines or systems, or any part thereof, heretofore or hereafter erected, constructed, operated, or maintained by or on behalf of the Mortgagor, for the transmission or distribution of electric energy; including without limitation, the transmission and distribution lines or systems hereinafter mentioned, described, or referred to, in so far as the same may be law be assigned, granted, transferred, mortgaged, or pledged;

IV

All rights, title, and interest of the Mortgagor in and to any and all electric generating plants and any and all transmission and distribution lines or systems for the transmission or distribution of electric energy, whether underground or overhead or otherwise, and whether the same are now owned, erected, or constructed, or shall be hereafter owned, erected, or constructed, together with any and all property of every nature and description used or acquired for use in connection therewith, wherever located, including among other items, all substations, service and connecting lines, poles, posts, crossarms, wires, cables, conducts, mains, pipes, tubes, transformers, insulations, meters, electrical connections, junction boxes, fixtures, appliances and machinery used in connection therewith, the foregoing description to include, without limitations, the transmission and distribution lines or systems now owned, erected, or constructed or proposed to be erected and constructed by or on behalf of the Mortgagor, pursuant to the First Loan Contract, the Second Loan Contract and the Third Loan Contract and with the funds advanced or to be advanced to the Mortgagor by the Mortgagee in consideration of the outstanding Bonds, situated, lying, being, and located in the Counties of Abbeville, Aiken, Allendale, Anderson, Calhoun, Charleston, Cherokee, Chester, Clarendon, Colleton, Darlington, Dillon, Fairfield, Florence, Georgetown, Greenville, Greenwood, Hampton, Jasper, Kershaw, Lancaster, Laurens, Lexington, Newberry, Oconee, Pickens, Richland, Spartanburg, Sumter, Williamsburg, and York, or elsewhere in the State of South Carolina;

V

All right, title, and interest of the Mortgagor in, to, and under any and all contracts now or hereafter executed by and between the Mortgagor and any person, firm, or corporation providing for the purchase by the Mortgagor of electric energy at wholesale;

VI

All right, title, and interest of the Mortgagor in and to all wagons, carriages, trucks, automobiles, tractors, horses, mules, tools, furniture, and supplies wherever located, including without limitation, personal property of the above description hereafter acquired by the Mortgagor;

VII

All tolls, rents, issues, income, revenues, earnings, profits, benefits, and additions derived, received, or had from any and all property of the Mortgagor of every nature and description, whether now owned or hereafter acquired, erected, or constructed;

VIII

Also, all other property, real, personal, or mixed, tangible or intangible, of every kind, nature, and description, and wheresoever situate, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all property, real, personal, and mixed, acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein.

TO HAVE AND TO HOLD all and singular the Mortgaged Property to the Mortgagee and its