

be outstanding and secured by the Amended Mortgage, when and as the same shall be executed and delivered, all as provided and permitted in the Amended Mortgage as supplemented hereby, without preference, priority or distinction of any one bond over any other bond, and irrespective of the dates of the execution and delivery of the respective bonds, and the holder of the Fourth Bond shall at all times be entitled to exercise any and all rights, privileges and remedies under the Amended Mortgage which any holder of any bond thereby secured shall be entitled to exercise thereunder.

THIS SUPPLEMENTAL MORTGAGE FURTHER WITNESSETH: That the Mortgagor, in consideration of the premises, has executed and delivered this Supplemental Mortgage and has, by the Amended Mortgage and by this Supplemental Mortgage, mortgaged, warranted, granted, bargained, sold, conveyed, assigned, transferred, pledged and set over, and did heretofore and by these presents does mortgage, warrant, grant, bargain, sell, convey, assign, transfer, pledge and set over unto the Government and Reconstruction Finance Corporation, as their respective interests under the Amended Mortgage and hereunder shall appear, and unto their respective assigns, all and singular the following described property (hereinafter sometimes called the "Mortgaged Property"), wherever located, including, without limitation, property of the following descriptions, situated, lying, or being in any one or more of 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, Marlboro, Newberry, Oconee, Pickens, Richland, Spartanburg, Sumter, Williamsburg, and York and elsewhere in the State of South Carolina, wherever located or situated, to-wit:

- 1 -

All real estate, or interests therein, now owned or which may be hereafter acquired 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 Amended Mortgage or this Supplemental Mortgage, or hereafter acquired by the Mortgagor, with the fixtures, tenements, hereditaments, and appurtenances thereunto appertaining or belonging;

- II -

All rights, 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 overhead 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 by law be assigned, granted, transferred, mortgaged, or pledged;

- IV -

All right, 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, conduits, 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 <sup>and constructed</sup> by or on behalf of the Mortgagor, pursuant to the First Loan Contract, the Second Loan Contract, the Third Loan Contract and the Fourth Loan Contract and with the funds advanced or to be advanced to the Mortgagor by the Government in consideration of the outstanding Bonds, situated, lying, being, and located in the Counties of Abbeville, Aiken, Allendale, Anderson,