

## TITLE TO REAL ESTATE

hereinbefore set forth.

All bonds shall be dated as of April 1, 1940, shall be due April 1, 1955 and shall bear interest from April 1, 1940, at the rate of five and one-half per centum (5½%) per annum until payment of the principal thereof, payable in respect of interest accruing prior to the expressed maturity thereof upon the surrender of the appurtenant interest coupons as the severally become due, on the first day of October, 1940, and thereafter semi-annually on the first day of April and on the first day of October in each year. Both principal and interest on these bonds will be paid in lawful money of the United States of America at the principal office of The South Carolina National Bank of Charleston, South Carolina, or its successor in trust under this Indenture. All bonds shall be subject to redemption at the option of the Company upon the terms and in the manner set forth in Article 3 hereof, shall have the benefits of a Sinking Fund, established as provided in Article 6 hereof and shall have and be subject to such other terms and conditions as are hereinbefore more fully set forth in the form of bond and as herein provided in this Indenture.

§1.02. Two hundred thirty-one thousand eight hundred dollars (\$231,800) aggregate principal amount of bonds shall be executed by the Company and delivered to the Trustee for authentication and, after the execution and delivery of this Indenture, without awaiting its recording and/or filing or any other action on the part of the Company, shall be authenticated and delivered by the Trustee, to or upon the written order of the Company signed by its President or any Vice President and the Treasurer or any Assistant Treasurer. Thereafter, bonds up to one hundred twenty-five thousand nine hundred dollars (\$125,900) principal amount, in addition to the aforesaid aggregate principal amount of bonds, shall at any time or from time to time, upon their execution by the Company and their delivery to the Trustee, be authenticated by the Trustee and delivered to or upon the written order or orders of the Company signed by its President or any Vice President and its Treasurer or any Assistant Treasurer, to an aggregate principal amount equal to (1) the aggregate principal amount of unpledged Underlying Bonds, with all unmatured appurtenant coupons, contemporaneously deposited with the Trustee in pledge hereunder, and (2) the aggregate principal amount of unpledged Underlying Bonds that have been paid or provision for the payment of which has been made, upon receipt by the Trustee of a certificate from the trustee under the Underlying Mortgage, or other evidence satisfactory to the Trustee that such principal amount of Underlying Bonds have been paid or provision for the payment thereof has been made.

All Underlying Bonds deposited with the Trustee pursuant to (1) above shall be held by the Trustee as additional security hereunder pending the discharge of the Underlying Mortgage.

§1.03 The bonds shall be signed in the name and on behalf of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer and the corporate seal of the Company shall be thereto affixed. Bonds signed and sealed on behalf of the Company by persons who at the time are its proper officers shall, upon authentication and delivery by the Trustee and issuance thereof by the Company by valid obligations of the Company and entitled to the lien, benefit and security hereof, notwithstanding the fact that such bonds may have been signed or sealed before or after the date hereof and notwithstanding the fact that one or more or all such persons shall not have held such office at the date of this Indenture or of the bonds or shall have ceased to hold his or their offices in the Company before the authentication, delivery or issuance of such bonds.

Definitive bonds may be printed lithographed or engraved at the option of the Company. Coupons to be attached to the bonds shall bear the printed facsimile signature of the present Treasurer or of a future Treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer although he may have ceased to be such Treasurer at the time when said bonds shall be actually authenticated and delivered.

§1.04 Only such of the bonds as shall have been authenticated by the Trustee by signing the authentication certificate, endorsed thereon and only the coupons appurtenant to such bonds shall be secured by this Indenture or shall be entitled to any lien, benefit or security hereunder and said certificate shall be conclusive evidence that the bonds so authenticated have been duly issued hereunder.

Before authenticating or delivering any bond, the Trustee shall detach and cancel all matured coupons appurtenant thereto.

§1.05. Bonds with all unmatured coupons thereto appertaining, when surrendered with a written instrument of transfer in form approved by the Company duly executed and upon the payment, if the Company shall so require, of the charges provided in §1.07 shall be exchangeable for an equal aggregate principal amount of bonds of other authorized denominations, with all unmatured appurtenant coupons attached.

§1.06. The Company shall keep at the principal office of the Trustee at all times while any of the bonds shall be outstanding and unpaid, books for the registration and transfer of bonds. The Trustee is hereby appointed the Registrar and Transfer Agent of the Company for the purpose