

## MORTGAGE OF REAL ESTATE

WALKER, EWING &amp; COGSWELL CO., CHARLESTON, S. C. 14566-8-13-40

of transfer in the form approved by the Trustee, executed by the registered owner or his duly authorized attorney, shall be surrendered at the office of the Trustee for exchange for coupon bonds, the Company shall issue and the Trustee shall authenticate and deliver a like aggregate principal amount of coupon bonds of the same series as the surrendered bond, of the denomination, of One Thousand Dollars (\$1,000) each and bearing all coupons maturing subsequent to the last date whereunto interest was paid on such registered bond without coupons.

The Company shall keep, at the office of the Trustee, books for the registrations and transfer as herein provided of fully registered bonds without coupons of Series B as well as coupon bonds of Series B registerable as to principal.

New bonds issued in substitution for outstanding bonds under any of the provisions of this Supplemental Indenture shall evidence the same debt as the bonds in substitution for which the same are issued, and shall be entitled to all the security, benefits and protection of the Original Indenture and all indentures supplemental thereto in like manner and to the same extent as the bonds initially issued thereunder.

For any exchange of bonds of Series B for other bonds as herein provided, and for any transfer of fully registered bonds without coupons of Series B, or of Series B bonds registered as to principal, the Company at its option may require the payment of a sum sufficient to reimburse it for any stamp tax or any other governmental charge, and in addition thereto a further sum not exceeding the cost of preparation of each new bond, if any, issued upon any such transfer or exchange, and the charges of the Trustee.

## ARTICLE THREE.

## SPECIAL TRUST FUND.

SECTION 3.01. The Company covenants that it will deposit or cause to be deposited with the Trustee, to the credit of a fund to be held and administered by the Trustee and known as the "Special Trust Fund," on or before the first day of July, 1942, and on or before the first day of July in each year thereafter so long as any of the Series B bonds shall remain outstanding, a sum equal to one per cent (1%) of the greatest aggregate principal amount of bonds of Series B at any time outstanding. Each such deposit shall be made in cash and/or, at the option of the Company, in bonds of Series B taken at the principal amount thereof and accompanied by all unmatured interest coupons thereto appertaining.

Cash deposited to the said Special Trust Fund may be withdrawn by the Company, on its written order, at any time within two (2) years from and after the date of deposit thereof, to reimburse the Company to the extent of seventy-five per cent (75%) of the actual cash expenditures made by the Company after July 1, 1936, for physical property additions, as that term is defined in subparagraph (m) of section 1.01 of the Original Indenture, after deducting therefrom the aggregate principal amount of any underlying bonds secured by lien on any property acquired, as an entirety or substantially as an entirety, by means of such expenditures, and without regard to earnings; provided, however, that such physical property additions shall not previously have been made and shall not thereafter be made the basis for the issuance of bonds or the withdrawal of cash or the taking of credit under any provisions of the Original Indenture or an indenture supplemental thereto. All orders of the Company for the withdrawal of cash from the Special Trust Fund shall be signed by the Treasurer of the Company and, prior to the presentation thereof to the Trustee, the Company shall deliver to the Trustee showings responsive as far as possible to subparagraphs (e), (f), (g) and (i) of section 5.01 of the Original Indenture (excepting, however, matter or text in respect of the earnings, annual bond interest charge, underlying earnings, and annual underlying bond interest charge of the Company), adjusted to the withdrawal of such cash. Notwithstanding anything elsewhere herein contained, the Company shall not be entitled to withdraw any cash from the Special Trust Fund at any time when the Company shall be in default in respect of any of the covenants, agreements or provisions of the Original Indenture or of any indenture supplemental thereto.

Cash deposited to the credit of the said Special Trust Fund and not withdrawn by the Company as above provided within two (2) years after the date of deposit thereof shall be applied as soon as conveniently may be by the Trustee to the purchase from time to time (at the lowest prices, including accrued, interest, obtainable with reasonable diligence, but not exceeding the redemption price then in effect for bonds redeemed through the operation of the Special Trust Fund) or outstanding bonds of Series B (together with any appertaining unmatured interest coupons) upon tender or in the open market or upon any exchange; provided, however, that if on the seventy-fifth (75th) day after the date when any such cash became available for the purchase of bonds, as above provided, the Trustee has cash thus available and not so expended equal to or exceeding the sum of Five Thousand Dollars (\$5,000), such cash shall be applied by the Trustee to the redemption, in the manner prescribed herein and in article eight of the Original Indenture, of outstanding bonds of Series B in an amount sufficient to exhaust as nearly as may be such cash, after deducting therefrom and paying all costs and expenses of such redemption. In the event that persons present to the Trustee on equally favorable terms more bonds of Series B than can by the Trustee be purchased, the Trustee may from such bonds so presented select in its discretion the bonds to be purchased. The Trustee may in its discretion regard a tender of bonds as made at the lowest price obtainable