

- (iii) Interest per annum at the variable rate provided in the Credit Agreement upon all money expended by or on behalf of Agent under the next preceding Subsection (ii) from the date of each such expenditure, all of which expenditures and interest shall be payable by Company to Agent at once and without demand (all of the foregoing under clauses (i) through (iii) of this subsection (b), the "Credit Secured Indebtedness");

all of the above and foregoing being hereinafter referred to collectively as the "Secured Indebtedness"; PROVIDED, HOWEVER, that if Company shall well and truly pay and discharge the Secured Indebtedness as and when the same shall become due and payable, whether by extention, acceleration or otherwise, and perform and comply with all of the terms and provisions of this Mortgage, these presents shall be void, otherwise to remain in full force and effect so long as the Secured Indebtedness or any portion thereof shall remain outstanding. It is understood and agreed that so long as any portion of the Secured Indebtedness shall remain outstanding all monies received shall be applied FIRST to the Bonds Secured Indebtedness, and SECOND to the Credit Secured Indebtedness in the order of priority established under the Credit Agreement; Provided, in either case all monies received upon or subsequent to a default shall be applied in such order as shall be determined, in the case of Issuer and Trustee, by Trustee, and in the case of Agent, by Agent.

(3) Security Agreement: This Mortgage shall also constitute a Security Agreement. Company hereby grants and creates in all the Encumbered Assets and to secure the Secured Indebtedness FIRST a security interest in favor of Issuer and Trustee, for the equal benefit of the owners of the Bonds and SECOND a security interest in favor of Agent.

Upon any default of Company hereunder, Issuer, Trustee and Agent, as the case may be, (collectively referred to hereinafter as the "Mortgagees"), subject to the provisions of this Mortgage, shall be entitled to jointly or severally exercise with respect to all such collateral all of the rights and remedies afforded to a Secured Party in default under the terms of Article 9 of the South Carolina Uniform Commercial Code, any or all of which may be pursued and exercised concurrently, consecutively, alternately or otherwise. Company will execute one or more supplemental security agreements and financing statements, as any Mortgagee may from time to time require, covering the Encumbered Assets, or any portions thereof, and otherwise the collateral securing the Secured Indebtedness and such financing statements and other and further assurances as the Mortgagees may request to perfect or evidence the security interest herein created (which shall cover all proceeds of collateral) and to particularize and identify the collateral.