

BROAD RIVER POWER COMPANY
To
GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee

THIS INDENTURE, made and entered into as of this twenty-third day of June, One thousand nine hundred and twenty-five, between BROAD RIVER POWER COMPANY, a corporation duly organized and existing under the laws of the State of South Carolina, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York, as Trustee,

WITNESSETH:

WHEREAS, heretofore, an indenture dated as of the First day of September, One thousand nine hundred and twenty-four, was made and entered into between said Broad River Power Company and said Guaranty Trust Company of New York, as Trustee, known as the First and Refunding Mortgage of said Broad River Power Company; and

WHEREAS, the parties thereto desire to amend said indenture in certain particulars; and

WHEREAS, the holders of all of the bonds issued under said First and Refunding Mortgage have consented to such amendment, as is evidenced by the signatures of the holders thereof affixed to this instrument;

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by and between the parties hereto that said indenture dated the First day of September, One thousand nine hundred and twenty-four, be and the same hereby is amended so as to read as follows:

THIS INDENTURE, made and entered into as of the First day of September, in the year one thousand nine hundred and twenty-four, between BROAD RIVER POWER COMPANY, a corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the Company, party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee, hereinafter referred to as the Trustee, party of the second part,

WITNESSETH:

WHEREAS, the Company owns and possesses the property hereinafter described, together with certain franchises, rights and privileges, and has legal authority to make and execute this mortgage and deed of trust upon all of such property, franchises, rights and privileges, and to issue its certain bonds as herein provided; and

WHEREAS, in order to provide for the refunding of its indebtedness, the payment and discharge of its obligations, the acquisition of other property and for additions, extensions, improvements and betterments to its property and for other corporate purposes, the Company, by proper action of its stockholders and directors, has duly determined to issue and dispose of, from time to time, its bonds in substantially the forms and on the terms hereinafter set forth, and to secure the same by mortgage and pledge of the property, franchises, rights and privileges hereinafter described; and

WHEREAS, the coupon bonds and the coupons to be thereto attached, the registered bonds without coupons and the certificate of authentication of the Trustee to be endorsed upon all bonds are respectively to be in substantially the forms following, the blanks therein to be appropriately filled, viz.:

(Form of Coupon Bond)

No. Series..... \$.....

UNITED STATES OF AMERICA
State of South Carolina
BROAD RIVER POWER COMPANY
First and Refunding Mortgage Gold Bonds

BROAD RIVER POWER COMPANY, a South Carolina corporation, hereinafter called the Company, for value received, promises to pay to the bearer, or, in case this bond be registered as to principal to the registered holder hereof, upon surrender hereof, on the _____ day of _____ in the year _____, in the sum of _____ Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on _____, and to pay interest on the said principal amount from _____, at the rate of _____ per centum per annum, in like gold coin, on the _____ day of _____ in each year until such principal amount shall be paid, but only in accordance with the terms of and presentation and surrender of the attached interest coupons therefor as they severally become due. Both the principal of and interest upon this bond are payable at _____

This bond is one of a series designated Series _____ of an authorized issue of coupon and registered bonds of the Company issued or to be issued in one or more series, the payment of which, with interest as aforesaid, is equally and ratably secured, without preference, priority or distinction as to lien or otherwise of one bond over another, by a mortgage and deed of trust dated as of the first day of September, one thousand nine hundred and twenty-four, as amended as of June _____, 1925, hereinafter referred to as the Mortgage, executed by the Company to Guaranty Trust Company of New York, as Trustee, to which Mortgage and all instruments supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders of the bonds and of the Trustee in respect thereof.

The Mortgage provides that the bonds of any one series shall be identical in respect of date (except registered bonds), maturity date, interest rate and interest payment dates, place of payment of principal and interest, redemption provisions, tax provisions, privileges of conversion into capital stock of the Company and sinking fund provisions, but bonds of the same series may be of different denominations. The Mortgage also provides that the Board of Directors of the Company may prescribe the dates, maturity dates, interest rates and interest payment dates and places of payment of principal and interest as to different series, and may also prescribe, in accordance with the terms of the Mortgage, different redemption provisions, tax provisions, privileges of conversion into capital stock of the Company and sinking fund provisions for different series, or omit any thereof as to any series.

In case an event of default, as defined in the Mortgage shall occur, the principal of this bond and of all other bonds secured by the mortgage may become or be declared due and payable in the manner and with the effect provided in the Mortgage.

This bond shall be transferable by delivery unless registered as to principal in the name of the holder on the books of the Company at the principal office of the Trustee in the City of New York, State of New York, such registration being noted hereon by the Registrar. After such registration no transfer hereof shall be valid unless made on said books by the registered holder in person, or by his attorney duly authorized in writing, and similarly noted hereon, but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored, and this bond may again from time to time be registered or transferred to bearer as before. Such registration shall not affect the negotiability of the coupons, which shall continue to be payable to bearer and transferability by delivery.

No recourse for the payment of the principal of or the interest upon this bond shall be had against any incorporator, officer, director or stockholder of the Company, under or pursuant to any statute or otherwise, all such liability being waived by the holder hereof by the acceptance of this bond.

Neither this bond nor any coupon hereto attached shall be valid or become obligatory for any purpose or be secured by the Mortgage unless the certificate of authentication endorsed hereon shall have been executed by the Trustee under the Mortgage.

IN WITNESS WHEREOF, Broad River Power Company, has caused this bond to be signed in its name by its President, or a Vice-President, its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and the interest coupons hereto annexed to be authenticated by the facsimile signature of its Treasurer as of the _____ day of _____, in the year _____

BROAD RIVER POWER COMPANY,
By.....
President.

Attest:
.....
Secretary.