

(2) If, when the principal of all Bonds at the time outstanding shall have become payable, whether by their terms, by call for redemption, by declaration or otherwise, the Company shall well and truly pay or cause to be paid the whole amount of the principal moneys and interest due on all the Bonds then outstanding, with interest at the rate specified in each Bond, respectively, on overdue instalments of interest, if any, or shall deposit or cause to be deposited with the Trustee for the benefit of the holders thereof a sum sufficient, with any other moneys then held by the Trustee applicable to that purpose, to pay the whole amount of such principal and interest, and in such case forthwith upon such payment or deposit and, in case the Bonds are so called for redemption, upon furnishing to the Trustee proof satisfactory to the Trustee that the notice of redemption has been published as hereinbefore provided, or evidence satisfactory to the Trustee that such notice will be so published, and, in the latter case, such indemnity as the Trustee shall deem necessary or desirable in order to provide for additional interest or any other sums which the Trustee may consider payable because of any defect in giving such notice or otherwise in the premises; or

(3) If the Company shall at any time prior to the stated maturity of the Bonds deposit or cause to be deposited with the Trustee for the benefit of the holders thereof such sum of money as shall, with any other moneys then held by the Trustee applicable to that purpose, be sufficient to pay the whole amount of the principal and interest to such maturity on all Bonds at the time outstanding, with interest at the coupon rate on overdue instalments of interest, if any, and in such case forthwith upon such deposit;

(4) but only if in every such case the Company shall also pay or cause to be paid all other sums payable by the Company under any of the provisions hereof or of the Bonds, and shall well and truly perform all the things herein required to be performed by it, according to the true intent and meaning of this Indenture, including, without restricting the generality of the foregoing, payment to the Trustee of all sums payable to the Trustee at the time under any of the provisions hereof and such additional sums, if any, as in the opinion of the Trustee are sufficient to cover any other liability of the Company under its tax covenant and other provisions hereinbefore contained, and any liability of the Trustee for any action taken under this Indenture; but the Trustee shall incur no liability to any holder or owner of any Bond for failure to require payment of such additional sum sufficient to cover all such other liability of the Company under its tax covenant and other provisions hereinbefore contained; upon request and at the cost of the Company shall execute to the Company a good and sufficient quitclaim of the Trust Property then held hereunder, and shall surrender possession to the Company of any property of which it shall have taken possession and which shall not have been sold under and by virtue of this Indenture; and the Trustee shall thereupon pay to the Company any surplus moneys, if any, then remaining in the hands of the Trustee the application of which is not required to discharge any obligation of the Company under any of the provisions hereof, or of the Bonds.

The moneys so deposited with the Trustee under the foregoing sub-clauses (2) and (3) shall be held by the Trustee, subject to the provisions of subsection H of section 1 of Article VII hereof, as a special deposit for the account of the holders of the Bonds, and shall be applied by the Trustee to the payment of the principal and interest, and of interest on overdue instalments of interest, if any, to be stated or accelerated maturity, as the case may be, of Bonds and coupons and claims for interest presented and surrendered (with, in the case of registered Bonds, duly executed instruments of transfer), but the Trustee shall in no event be liable beyond the amount received. Neither the Trustee nor the Company shall be required to pay interest to any Bondholder on any moneys so deposited with the Trustee. After such deposit with the Trustee, any Bonds not so presented and surrendered shall cease to bear interest from the date before maturity so fixed for payment, or from maturity in the event of a deposit before maturity of principal and interest to maturity, coupons and claims for interest, if any, maturing after that date shall be void and the holders of such Bonds shall look for the payment of principal, and interest to such date fixed for payment, or to maturity, as the case may be, only to the sum so deposited with the Trustee, and in no event to the Company; provided, however, that any moneys so deposited with the Trustee remaining unclaimed by Bondholders, in the case of a deposit under sub-clause (2) of this Article, for eight (8) years after such deposit, or for six (6) years after the stated maturity of the Bonds whichever period shall first expire (or for six (6) years after the stated maturity if the Bonds, in the case of a deposit under sub-clause (3) of this Article) shall be paid by the Trustee to the Company and thereafter Bondholders shall be entitled to look to the Company only for the payment of their Bonds and coupons and claims for interest.

ARTICLE XVI.

Miscellaneous Provisions.

Section 1. Nothing in this Indenture or in the Bonds expressed or implied, is intended or shall be construed to confer upon or give to any person, other than the parties hereto or the holders of the Bonds, any legal, equitable or other right, remedy, or claim under or by reason of this Indenture or of the Bonds, or any covenant, condition, stipulation, promise or agreement hereof or thereof, and all covenants, conditions, stipulations, promises and agreements in this Indenture or in the Bonds contained are and shall be for the sole and exclusive benefit of the parties hereto and of the holders of the Bonds.

Section 2. Whenever by this Indenture the Trustee or any Bondholder is required, permitted or called on to give or serve any notice or demand upon the Company; and no other method of giving or serving such notice or demand is herein provided, such notice or demand shall be sufficiently given and served by mailing such notice or demand, postage prepaid, address to "Carolina-Georgia Service Company, Anderson, South Carolina", or other address filed with the Trustee by the Company as its post office address, or by delivering such notice or demand to the president or treasurer, or to any two directors, of the Company; and such mailing or delivery of any notice or demand as aforesaid shall constitute due service thereof upon the Company.

Section 3. The date of this Indenture, to wit, June 1, 1927, is intended as and for a date for reference and for identification, the actual time of the execution hereof being the date of the acknowledgment hereof by the officers executing the same in the name of the Trustee.

The invalidity of any one or more phrases, sentences, clauses, provisions, sections or paragraphs shall not affect the remaining portions of this Indenture or any part thereof, all of which are inserted conditionally on their being held valid in law and, in the event that one or more of the phrases, sentences, clauses, provisions, sections or paragraphs contained herein should be invalid this Indenture shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, provision or provisions, section or sections, and paragraph or paragraphs had not been inserted.

Section 4. It is hereby certified that United States Internal Revenue stamps in the proper amount pertaining to the one million one hundred thousand dollars (\$1,100,000) principal amount of the initial issue of Series A Bonds hereunder have been affixed to an original counterpart hereof (to be filed with the Trustee) and duly canceled.

Section 5. This Indenture may be executed in any number of counterparts, each of which shall be deemed an original; and such counterparts shall constitute but one and the same instrument, which shall for all purposes be sufficiently evidenced by any such original counterpart.

Section 6. The cover of this Indenture and all article headings are inserted for convenience only and shall not affect any construction or interpretation hereof.

In witness whereof, Carolina-Georgia Service Company has caused this Indenture to be executed, and its corporate seal to be hereto affixed, by its officers thereunto duly authorized, and the American Exchange Irving Trust Company has caused this Indenture to be executed, and its corporate seal to be hereto affixed, by its officers thereunto duly authorized, as of the day and year first above written.

(SEAL)

Attest: E. J. RANDOLPH,
Secretary.



CAROLINA-GEORGIA SERVICE COMPANY,
By R. R. LIVINGSTON,
President.

Signed, Sealed and Delivered as to both the Company and the Trustee
in Presence of.

1. A. G. CATHERON,
2. GEO. R. HENRY,
Notary Public.
3. Geo. H. COREY,
Commissioner of Deeds for the State of
Georgia, residing in the State of New York.

(SEAL)

Attest: WILLIAM K. DOGGETT,
Assistant Secretary.

AMERICAN EXCHANGE IRVING TRUST COMPANY,
By WM. P. MALBURN,
Vice-President.

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

On the 17 day of June, 1927, personally appeared R. R. Livingston and E. J. Randolph the President and Secretary, respectively, of the Carolina-Georgia Service Company, and fully identified as such, said Company being the corporation described in and that executed the foregoing instrument, and acknowledged that said instrument was by them acting for said corporation signed, sealed and delivered in the presence of the witnesses above named, on the day and date aforesaid and for the purposes therein stated.

In witness whereof I have hereunto set my hand and official seal.



GEO. H. COREY,
Commissioner of Deeds for the
State of Georgia residing in
the State of New York.

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

Personally appeared before the undersigned Commissioner of Deeds of the State of Georgia, residing in the State of New York, A. G. Catheron who being duly sworn says that the Carolina-Georgia Service Company the grantor in the above instrument by its officers above named, signed, sealed and delivered the foregoing instrument on the day and date hereinafter named for the purposes therein stated, in the presence of the undersigned and of Geo. R. Henry and George H. Corey all of whom saw said Carolina-Georgia Service Company sign, seal and deliver said instrument and all of whom subscribed their names thereto as witnesses in the presence of said grantor.

A. G. CATHERON.

Sworn to and subscribed before me this 17 day of June, 1927.

GEO. H. COREY,
Commissioner of Deeds for the
State of Georgia, residing in
the State of New York.



STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

Personally appeared before me A. G. Catheron, who made oath that he saw the above named Carolina-Georgia Service Company by R. R. Livingston its President, attested by E. J. Randolph its Secretary, sign, seal and as its act and deed deliver the foregoing instrument and that he with Geo. R. Henry and George H. Corey witnessed the execution thereof.

A. G. CATHERON.

Subscribed and sworn to before me this 17 day of June, 1927.

Witness my hand and official seal.



GEO. H. COREY,
Commissioner of Deeds for the
State of South Carolina resid-
ing in the State of New York.

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

Be it remembered that on this 17 day of June, 1927, before me personally came R. R. Livingston, President of Carolina-Georgia Service Company, a corporation of the State of Delaware, party to the foregoing indenture, to me personally known to be such, who, being by me duly sworn did depose and say: that he resides in the City of New York; that he is the President of Carolina-Georgia Service Company, the corporation described in and which executed the above indenture; that he knows the seal of said corporation; that the seal affixed to said indenture is such corporate seal; and that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order; and the said President acknowledged the said indenture to be his act and deed and the act and deed of the said company; and that the signature of the said President is in his own handwriting.

Given under my hand and official seal the day and year aforesaid.

(SEAL)



GEO. H. COREY,
Notary Public, N. Y. Co.

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

On this 17 day of June, 1927, personally appeared Wm. P. Malburn and Wm. K. Doggett, Vice-President and Assistant Secretary, respectively, of American Exchange Irving Trust Company, and fully identified as such, said company being one of the corporations described in and that executed the foregoing instrument and acknowledged that said instrument was by them acting for said corporation signed, sealed and delivered in the presence of the witnesses above named, on the date aforesaid and for the purposes therein stated.

In witness whereof I have hereunto set my hand and official seal.



GEO. H. COREY,
Commissioner of Deeds for the
State of Georgia residing in
the State of New York.

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

Personally appeared before the undersigned Commissioner of Deeds of the State of Georgia residing in the State of New York A. G. Catheron, who, being duly sworn, says that the American Exchange Irving Trust Company, the grantee under the above instrument, by its officers above named signed, sealed and delivered the foregoing instrument on the day and date hereinafter named for the purposes therein stated in the presence of the undersigned and of Geo. R. Henry and George H. Corey, all of whom saw said American Exchange Irving Trust Company sign, seal and deliver said instrument and all of whom subscribed their names thereto as witnesses in the presence of said grantee.

A. G. CATHERON.

Sworn and subscribed before me this 17 day of June, 1927.

GEO. H. COREY,
Commissioner of Deeds for the
State of Georgia, residing in
the State of New York.

