

(Form of Coupon)

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No.....

On the _____ day of _____, unless the bond hereinafter mentioned shall have been duly called for previous redemption and payment therefor duly provided, Broad River Power Company will pay to bearer, upon surrender hereof at the principal office of The Chase National Bank of the City of New York, in the City and State of New York, or, at the option of the holder, at Central Trust Company of Illinois, Chicago, Illinois, _____ Dollars, in gold coin of the United States of America, without deduction for Federal income tax not exceeding two (2) per centum per annum as specified in its Ten Year 6½% Secured Sinking Fund Gold Bond No. _____ being six months' interest then due on said bond.

Treasurer.

(Trustee's Certificate on the Bonds)

This bond is one of the bonds described in the within mentioned Mortgage.

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK,
Trustee,

By

Assistant Cashier.

And whereas all things necessary to make the bonds, when authenticated by the Trustee, valid, binding and legal obligations of the Company and to make this Mortgage a valid, binding and legal instrument for the security thereof, have been done and performed;

Now, therefore, this Indenture further witnesseth:

That, in order to secure the due and punctual payment of the principal of and the interest upon all bonds at any time issued and outstanding under the mortgage, according to their tenor and effect, the performance of all the covenants, terms and conditions herein contained and to declare the terms and conditions upon which said bonds are to be issued and secured hereunder, Broad River Power Company, in consideration of the premises and of the purchase and acceptance of said bonds by the holders thereof and of the sum of One (1) Dollar to it duly paid by the Trustee at or before the ensembling and delivery of these presents, has granted, bargained, released, conveyed, sold, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, release, convey, sell, assign, transfer, mortgage, pledge, set over and confirm unto The Chase National Bank of the City of New York, as Trustee, and to its successors and assigns forever, all of the following described premises, property, franchises and interests, together with the rents, issues and profits thereof, which collectively are hereinafter sometimes called the Trust Estate, or the Mortgaged and Pledged Property, to-wit:

(a) Certain real estate described as follows:

ALL that piece, parcel or tract of land situate, lying and being in Fairfield County, State of South Carolina, on the West side of the right of way of the Southern Railway, a short distance above Parr Station, containing eighty-six and 7/10 (86.7) acres, more or less, and bounded on the North by the pond of The Parr Shoals Power Company and right of way of the Southern Railway; on the East by right of way of the Southern Railway; on the South by lands of The Parr Shoals Power Company, and on the West by the Parr Shoals Pond; the same being land inherited by Henry L. Parr from his father, Henry W. Parr, and being all of the land of which said Henry L. Parr is seized and possessed at this point, lying between the Broad River or Pond and the right of way of the Southern Railway, and being the same premises conveyed by the said Henry L. Parr to the Company by deed dated November 11, 1924, and recorded in the Office of the Clerk of Court for Fairfield County, State of South Carolina, in Deed Book BK, page 417, on November 14, 1924.

(b) Any and all property of every kind, nature and description, real, personal and mixed, tangible and intangible, including leases (excepting the last day of any demised term), whether now owned by the Company or hereafter acquired by it, except that no lamps, supplies, machinery, appliances, goods, wares or other moveable property now or at any time handled by the Company for sale as merchandise, nor any cash on hand (unless deposited under the terms hereof), nor accounts receivable, nor stocks, bonds, notes or other securities now owned or hereafter acquired by the Company shall be taken as being included in the premises, properties and interests above described, or be subject to this Mortgage, unless hereby or hereafter specifically transferred to and pledged with the Trustee as security for the bonds issued hereunder, and such transfer and pledge shall be by an instrument in writing, to be deposited with the Trustee hereunder at the time such pledge is made, setting forth in detail the terms and conditions under which said property is to be pledged, held and disposed of.

The conveyance to the Trustee of the property described in (a) and (b) above is subject and subordinate to the lien of the First and Refunding Mortgage of the Company dated September 1, 1924, to Guaranty Trust Company of New York, as Trustee, and to the lien of any and all modifications and amendments thereof, and to the rights of the holders of all bonds now or hereafter issued and to be issued thereunder.

(c) Twenty thousand (20,000) shares of common stock of the Columbia Railway, Gas & Electric Company, a South Carolina corporation, being all of such stock outstanding, or in lieu of any of such shares that may not be deposited at the time of the execution hereof the sum of One hundred (100) Dollars for each share not so deposited.

(d) Eight thousand, nine hundred fifty-three (8,953) shares of preferred stock of the Columbia Railway, Gas & Electric Company, being all of such stock outstanding, or in lieu of any of such shares that may not be deposited at the time of the execution hereof the sum of One hundred (100) Dollars for each share not so deposited.

(e) Three thousand (3,000) shares of preferred stock of The Parr Shoals Power Company, a South Carolina corporation, being all of such stock outstanding, or in lieu of any of such shares that may not be deposited at the time of the execution hereof the sum of One hundred (100) Dollars for each share not so deposited.

(a) Certain real estate described as follows:

ALL that piece, parcel or tract of land situate, lying and being in Fairfield County, State of South Carolina, on the West side of the right of way of the Southern Railway, a short distance above Parr Station, containing eighty-six and 7/10 (86.7) acres, more or less, and bounded on the North by the pond of The Parr Shoals Power Company and right of way of the Southern Railway; on the East by right of way of the Southern Railway; on the South by lands of The Parr Shoals Power Company, and on the West by the Parr Shoals Pond; the same being land inherited by Henry L. Parr from his father, Henry W. Parr, and being all of the land of which said Henry L. Parr is seized and possessed at this point, lying between the Broad River or Pond and the right of way of the Southern Railway, and being the same premises conveyed by the said Henry L. Parr to the Company by deed dated November 11, 1924, and recorded in the Office of the Clerk of Court for Fairfield County, State of South Carolina, in Deed Book BK, page 417, on November 14, 1924.

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