

Section 2. In case any corporation shall be consolidated with the Company as aforesaid or in case the Company shall be merged into any other corporation or in case of the sale of the property of the Company as an entirety or substantially as an entirety, the corporation formed by such consolidation or into which the Company shall have been merged or to which such sale shall have been made, upon executing with the Trustee and causing to be recorded, registered and/or filed, as this Indenture shall have been theretofore recorded, registered and/or filed, an indenture, whereby such corporation shall assume the due and punctual payment of all the Bonds and the interest thereon and the observance and performance of all the covenants and conditions of the Bonds and of this Indenture, shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part hereto, and such corporation may thereupon cause to be signed and may issue, either in its own name or in the name of the Company, any or all of the Bonds which shall not theretofore have been signed by the Company and delivered to the Trustee, and the Trustee, upon the order of such corporation in lieu of the Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate and deliver any and all Bonds which shall have been previously signed by the officers of the Company and delivered to the Trustee for authentication and any of such Bonds which such corporation shall thereafter cause to be signed and delivered to the Trustee for such purpose. All Bonds so issued shall in all respects have the same rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture, as though all of said Bonds had been actually issued by the Company as of the date of the execution hereof.

Section 3. In case the Company, pursuant to Section 1 of this Article, shall be consolidated with or merged into any other corporation, or shall sell, subject to this Indenture, all of its property as an entirety or substantially as an entirety as aforesaid, this Indenture shall continue to be a lien upon all of the properties, rights and interests then covered hereby or by any indenture supplemental hereto theretofore executed by the Company and shall be or become and be constituted, by supplemental indenture or otherwise as herein provided, a lien upon all betterments and improvements thereof or appurtenances thereto or renewals or replacements thereof or substitutions thereof made by the successor corporation, and, to the same extent and upon the same terms and conditions as though such consolidation, merger or sale had not occurred, upon any and all other property thereafter acquired by such successor corporation and upon all betterments and improvements thereof or appurtenant thereto or renewals or replacements thereof or substitutions thereof. Nothing herein contained is intended, however, nor shall it be so construed as, (a) to subject to the lien hereof any property or assets held or owned at the time of any such consolidation, merger or sale by any other corporation with which the Company shall consolidate or into which it shall merge or to which it shall make such sale, or any property or assets to which such other corporation may then be entitled, or (b) to affect the provisions of Section 2 of this Article requiring any successor corporation to execute, record, register and/or file the indenture by the terms of said Section provided and required to be executed, recorded, registered and/or filed.

Section 4. For every purpose of this Indenture, including the execution, issue and use of any and all Bonds, the word *Company* includes and means not only Virginia-Carolina Chemical Company, but also any successor corporation which shall have complied with all the provisions of this Article. Every such successor corporation shall possess and from time to time may exercise each and every right and power hereunder of Virginia-Carolina Chemical Company in its name or otherwise, and any act or proceeding by any provision of this Indenture required to be done or performed by any board, committee or officer of the Company may be done and performed with like force and effect by the like board, committee or officer of any corporation that shall at the time be such lawful successor of the Company.

ARTICLE TEN.

Immunity of Incorporators, Stockholders, Directors and Officers.

No recourse shall be had for the payment of the principal of or the interest on any Bond or any part thereof or for any claim based thereon or for the indebtedness represented thereby or by the coupons appertaining thereto or otherwise in respect thereof or of this Indenture against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance of any such Bond and as part of the consideration for the issue thereof expressly released.

ARTICLE ELEVEN.

Bondholders' Acts, Holdings and Apparent Authority.

Any demand, request, notice, direction, consent, waiver, appointment, removal or other instrument required or permitted by this Indenture to be signed and executed by holders of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such holders in person or by agent appointed in writing. Proof of the execution of such demand, request, notice, direction, consent, waiver, appointment, removal or other instrument, or of the writing appointing any such agent, and of the ownership by any person of Bonds or of coupons, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee or of the Company with regard to any action by them taken under such instrument, if such proof be made in the following manner:

(1) The fact and date of the execution by any person of any such instrument may be proved by the certificate under his official seal of any notary public or other officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments or proofs of deeds to be recorded within such jurisdiction, that the person signing such instrument did acknowledge before him the execution thereof, or by the affidavit of a witness of such execution.

(2) The fact of the holding by any person of Bonds and coupons transferable by delivery and the amounts and numbers of such Bonds, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, banker or other depository (wherever situated), if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker or other depository, or exhibited to it or to him, the Bonds and coupons described in such certificate. Such ownership shall be presumed to continue until written notice to the contrary is served upon the Trustee. The ownership of registered Bonds shall be proved by the register of such Bonds.

ARTICLE TWELVE.

Concerning the Trustee.

Section 1. The Trustee for itself and its successors hereby accepts the trusts created by this Indenture, but only upon the terms and conditions hereof, including the following, all of which shall bind the Company and the holders of the Bonds and coupons appertaining thereto:

It shall be no part of the duty of the Trustee to see to any recording, registering or filing of this Indenture or of any supplemental indenture or instrument of further assurance or to give any notice thereof or to effect or renew any insurance or to see to the institution of any system of self insurance or to see to the collection or application of any insurance moneys or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed against the Company or against the securities or property hereby mortgaged or pledged or intended so to be or against the interest of the Trustee or of the holders of the Bonds therein or against the owners or holders of the Bonds or coupons or to see to the payment or discharge of any other or prior liens upon any of the trust estate or upon any property of any subsidiary company or of any controlled company or to see to the performance or observance of any of the covenants or agreements hereof on the part of the Company.

Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than ten per cent. in principal amount of the Bonds outstanding, it need take no notice of any default or event of default and may for all purposes conclusively assume that no default or event of default has occurred or is continuing and may so assume unless the said notice shall distinctly specify the default desired to be brought to the attention of the Trustee and the continuance thereof.

The Trustee shall not be required to take any action in respect of any default or event of default, which in its opinion will be likely to involve it in expense or liability, or to take action towards the execution or enforcement of the trusts hereby created or to institute, appear in or defend any action, suit or other

proceeding in connection herewith, unless requested so to do by an instrument or concurrent instruments in writing, signed by the holders of not less than one-fourth in principal amount of the Bonds then outstanding, and unless tendered security and indemnity satisfactory to it against any and all costs, expense and liability, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee or which it may otherwise have to determine whether or not the Trustee will take action with respect to such default or event of default or whether or not it will take action without such request or indemnity.

The Trustee shall not be required to recognize anyone as a holder of Bonds issued hereunder, unless and until the Bonds claimed to be held are submitted to the Trustee for inspection and title thereto established to its satisfaction.

The Trustee shall not be compelled to do any act or to make any payment hereunder or in respect hereof, unless put in funds for the purpose. Wherever any provision is made herein for the payment of moneys by the Trustee at any time, whether in respect of the redemption of all or part of the Bonds, the payment of the Bonds or coupons or otherwise, the Trustee shall in no event be liable beyond the amount of moneys deposited with it for such purpose.

All representations and recitals contained in this Indenture and in the Bonds and coupons (save only the certificate of authentication upon the Bonds) are made by and on behalf of the Company and the Trustee (save as aforesaid) is in no way responsible therefor or for any statement therein contained or for any action or thing by it done, suffered or permitted by reason of any representation made by the Company or any of its officers or agents. The Trustee makes no representations as to the value of the properties or securities mentioned herein or as to the title thereto or as to the sufficiency of the security purported to be created hereby for the benefit of the holders of the Bonds and the Trustee does not purport to have any knowledge in respect thereof.

The Trustee shall not be responsible for the execution or validity hereof or of any instrument supplemental hereto or of the Bonds, and makes no representation in respect thereof. The Trustee shall be under no duty or obligation to see to the delivery to it of the shares of stock or bonds or other obligations or other property intended to be pledged hereunder (except in so far as by the terms of this Indenture such delivery is required to be made by the Trustee in advance of the authentication and delivery of Bonds hereunder) or to see that any of the shares of stock or bonds or other obligations or other property intended to be assigned or pledged hereunder are properly and legally subjected to the lien hereof or to give notice to any person of the making of this Indenture or of any supplemental indenture or instrument of further assurance or to see to the application of the proceeds of any insurance policy or of any sale of any part of the trust estate as herein provided or of the sale or disposition of any Bonds at any time authenticated by it hereunder.

The Trustee shall be protected in acting upon any notice, demand, waiver, request, consent, opinion, certificate, report, statement, list, letter, telegram, bond or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

The Trustee shall be under no obligation to make any investigation as to any statement made in any certificate or other document filed with it.

The Trustee may exercise its powers and perform its duties by or through, and may select and employ in and about the execution of the trusts hereby created, attorneys, appraisers, accountants, agents and other employees, whose reasonable compensation shall be deemed part of the expenses of the Trustee and shall be paid by the Company upon demand. The Trustee shall not be answerable for the act, default or misconduct of any co-trustee hereunder or of any attorney, appraiser, accountant, agent or other person employed by it in pursuance hereof, if selected with reasonable care; nor shall the Trustee be liable for any action whatever by it hereunder, except its own wilful misconduct or gross negligence.

The Trustee may advise with counsel (who may be counsel for the Company) and the opinion of counsel shall be full protection and justification to the Trustee for anything done or omitted or suffered to be done by it in accordance with such opinion.

The Trustee or any company in which it or its stockholders may be interested or any officer or director of the Trustee or of any such company, may acquire and hold Bonds and coupons with the same right as though it were not Trustee hereunder.

Any moneys at any time received or held by the Trustee under any of the provisions of this Indenture may be treated by it as a general deposit, without any liability for interest save such as during that time it shall agree with the Company to pay thereon. So long as none of the events of default specified in Section 2 of Article Seven hereof shall have happened and be continuing, all interest allowed by the Trustee as aforesaid shall be paid by it from time to time to the Company or upon its order, signed by its President or one of its Vice-Presidents and by its Treasurer or one of its Assistant Treasurers; provided, however, that any moneys at any time deposited by the Company with the Trustee for the redemption or other payment of Bonds or for the payment of interest thereon shall be and are hereby assigned, transferred and set over unto the Trustee in trust for the holders of the Bonds or coupons intended to be paid therewith and the Company shall have no right or interest in any such moneys, unless and until the holders of such Bonds and/or coupons shall have failed to present them for payment within the period or periods stated in this Indenture, except that the Company shall be entitled to receive interest thereon at the same rate as above provided in respect of moneys treated as a general deposit. If the Trustee has knowledge of the existence of any event of default or that any default has been made in the payment of interest on any of the Bonds, any moneys held by it and subject to payment, repayment or reversion to the Company need not be so paid or repaid, but may be held by the Trustee as part of the trust estate, until such default or event of default has been remedied or waived pursuant to any of the provisions of Article Seven hereof.

Any action taken by the Trustee upon the request, consent or authority of any holder of any Bonds shall be conclusive upon all future holders or owners of any of the Bonds and of any Bonds issued in exchange therefor or in place thereof, in respect of which such request, authority or consent was given.

Section 2. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Company agrees from time to time to pay such compensation (which shall not be limited by any provisions of law with respect to compensation of fiduciaries or of a trustee of an express trust) and to reimburse the Trustee and save it harmless against any and all liability and expenses, including counsel fees, which it may at any time incur hereunder; and the charges and expenses of the Trustee and of its counsel and all liability by it so incurred shall be secured by the lien of this Indenture, and, if the Company shall fail, neglect or delay to pay the same promptly, it shall be paid from and out of any funds in the hands of the Trustee applicable thereto and/or from and out of the trust estate prior to any payment therefrom to or upon the order of the Company or of or on account of any of the Bonds or coupons.

Section 3. The Trustee or any successor or successors hereunder may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts, specifying the date when such resignation shall take effect and filing the same with the Company at least thirty days (or such shorter time as may be accepted by the Board of Directors of the Company as adequate) before such resignation is to take effect. Such resignation shall take effect on the day specified in such instrument, unless previously a successor trustee or trustees shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee or trustees.

The Trustee or any successor hereunder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of two-thirds in principal amount of the Bonds then outstanding and filed with the Trustee; and at any time prior to the authentication and delivery of any Bonds or, if at any time all of the Bonds previously authenticated and delivered shall have been surrendered to the Trustee and no Bonds shall be outstanding hereunder, any trustee hereunder, original or successor, may be removed by an instrument in writing executed by the Company and filed in like manner; and in such last mentioned case the Company by an instrument in writing executed by order of its Board of Directors may appoint a successor to the trustee so removed.

In case at any time the Trustee, or any successor or successors, shall