

MORTGAGE OF REAL ESTATE

37276 PROVENOR-LARRARD CO.-GREENVILLE

of the original acquisition or construction (whether or not by the Company) of such equipment as new equipment. Such payments shall be made in cash to the Trustee, subject to the provisions of Section 3 of this Article.

SECTION 3. At the election of the Company, the obligation of the Company to make the payments required by Section 2 of this Article shall be credited with, and the amount in cash provided to be paid by the Company as aforesaid shall be reduced (by compliance with Section 1 or Section 2 of Article VII, except that any certificates required to be filed with the Trustee pursuant to either of said Sections shall refer to the reduction of cash rather than to the withdrawal of cash) by an amount equal to the amount of cash which (assuming that the cash provided to be paid pursuant to Section 2 of this Article had actually been paid) could at the time be withdrawn pursuant to Section 1 or 2 of Article VII, as the case may be.

SECTION 4. All cash paid to the Trustee pursuant to the provisions of this Article shall be held and applied by the Trustee as a part of the trust estate. All Bonds, together with the unmatured coupons thereto appertaining, delivered to the Trustee in lieu of cash pursuant to the provisions of this Article or purchased by the Trustee or redeemed out of cash paid to the Trustee pursuant to the provisions of this Article, shall be cancelled by the Trustee, which shall deliver them to the Company. Bonds so cancelled shall not be reissued and no additional Bonds shall be authenticated and delivered and no property or obligations shall be released or cash withdrawn or reduced on the basis thereof.

ARTICLE IX.

REMEDIES UPON DEFAULT.

SECTION 1. In case any one or more of the following events of default shall happen and be continuing, that is to say:

(a) If default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable whether at maturity thereof, by call for redemption or otherwise:

(b) If default shall be made in the due and punctual payment of any instalment of interest on any Bond or in the due and punctual payment or satisfaction of any sinking or amortization fund obligation, when and as such interest instalment or sinking or amortization fund obligation, as the case may be, shall become due and payable as in such Bond or in this Indenture or any indenture supplemental hereto expressed, and such default shall continue for a period of thirty days;

(c) If default shall be made by the Company in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, and such default shall continue for a period of sixty days after written notice to the Company by the Trustee or by not less than fifteen per cent. (15%) of the Bondholders;

(d) If the Company shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy, (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (5) on a petition in bankruptcy filed against the Company, be adjudicated a bankrupt;

(e) If an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Company, a receiver of the Company or of the whole or any substantial part of its property, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety days from the date of such appointment;

(f) If the Company shall (1) file a petition under the provisions of Section 77 of An act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1898, as amended, or (2) file an answer seeking the relief provided in said Section 77;