

## MORTGAGE OF REAL ESTATE

57276 PROVENOR-JARRARD CO.-GREENVILLE

and interest of all Bonds at the time outstanding according to their tenor, and the due and punctual performance and observances of all the covenants and conditions of this Indenture shall, by supplemental indenture and as a condition of any such consolidation or merger or as a consideration for any such sale, be expressly assumed by the successor corporation formed by or resulting from any such merger or consolidation or into which the Company shall have merged or to which such sale shall have been made; and

(c) any such lease shall be made expressly subject to immediate termination by the Trustee at any time when any event of default, as specified in Section 1 of Article IX, shall have happened and be continuing, and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings.

SECTION 2. Every such successor corporation formed by or resulting from any such merger or consolidation or to which such sale shall have been made, or into which the Company shall have merged upon executing, acknowledging and delivering to the Trustee, and causing to be recorded and filed, as this Indenture shall have been theretofore recorded and filed, an indenture supplemental hereto, as provided in Section 1 of this Article, in form satisfactory to the Trustee, 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; and, in the event of any such sale or transfer, the predecessor company may be dissolved, wound up and liquidated at any time thereafter. Such successor corporation may thereupon cause to be signed, either in its own name or in the name of the Company, with such suitable reference, if any, to such consolidation, merger or sale as may be required by the Trustee, any or all of the Bonds which shall not theretofore have been signed by the Company and authenticated by the Trustee; and upon the written order of such successor corporation in lieu of the Company, and subject to the terms, conditions and restrictions herein prescribed with respect to the authentication and delivery of Bonds, the Trustee shall authenticate and deliver any and all Bonds which shall have been previously signed by the proper officers of the Company and delivered to the Trustee for authentication and any of such Bonds which such successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed and delivered to the Trustee for that purpose. All Bonds so authenticated and delivered shall in all respects have the same rank and security as the Bonds theretofore or thereafter authenticated and delivered in accordance with the terms of this Indenture.

The Trustee may receive the opinion of counsel as conclusive evidence that any supplemental indenture complies with the foregoing conditions and provisions of this Section and Section 1 of this Article.

SECTION 3. The Trustee shall be under no duty to see that any such successor corporation shall assume the payment of the Bonds and the performance of the covenants and conditions hereof, except as a condition precedent to the vesting in such successor corporation of the rights and powers conferred by Section 2 of this Article. No such consolidation, merger, conveyance or indenture supplemental hereto shall or is intended to subject to the lien of this Indenture any or all of the properties or franchises of any successor corporation, except those acquired by it from the Company and except as hereinafter in this Section provided, unless the successor corporation, in its discretion, shall subject the same to the lien hereof. This Indenture notwithstanding any such consolidation, merger or conveyance shall constitute a lien on additions, extensions, improvements, repairs and replacements to or about and appurtenant to the trust estate as it existed immediately prior to such merger, consolidation or conveyance (as distinguished from the additions, extensions, improvements, repairs and replacements to or about and appurtenant to the properties of the successor corporation as they existed immediately prior to such consolidation, merger or conveyance, and as distinguished from other additional properties thereafter acquired by the successor corporation, upon which the Indenture need not constitute a lien)