

MORTGAGE OF REAL ESTATE

3726 PROVENOR-LARRARD CO.-GREENVILLE

rights conferred upon the Trustee in respect of the custody, control and management of moneys, papers or securities, shall be exercised solely by said Guaranty Trust Company of New York, or its successor as Trustee hereunder;

(b) no power given hereby to, or which it is provided hereby may be exercised by, any such additional trustee or trustees, shall be exercised hereunder by such additional trustee or trustees, except jointly with, or with the consent in writing of, said Guaranty Trust Company of New York, or its successor as Trustee, anything herein contained to the contrary notwithstanding; and

(c) the Company and the Trustee, at any time, by an instrument in writing, executed by them jointly, may remove any such additional trustee, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such additional trustee or trustees, as the case may be, anything herein contained to the contrary notwithstanding. In the event that the Company shall not have joined in the execution of any such instrument within ten days after the receipt of a written request from the Trustee so to do, the Trustee shall have the power to remove any such additional trustee and to appoint a successor additional trustee without the concurrence of the Company; the Company hereby appointing the Trustee its agent and attorney to act for it in such connection in such contingency. In the event that the Trustee alone shall have appointed a separate trustee or trustees or co-trustee or co-trustees as above provided, it may at any time, by an instrument in writing, remove any such separate trustee or co-trustee, the successor to any such trustee or co-trustee so removed to be appointed by the Company and the Trustee, or by the Trustee alone, as hereinbefore in this Section provided.

SECTION 6. The Trustee and any successor thereto, co-trustee or additional trustee may each acquire and hold Bonds and coupons and otherwise deal with the Company in the same manner and to the same extent and with like effect as though they were not trustees hereunder.

SECTION 7/ The Trustee hereby accepts the trusts hereunder and agrees to perform the same but only upon the terms and conditions provided in this Indenture.

ARTICLE XIV.

SUPPLEMENTAL INDENTURES.

SECTION 1. In addition to any supplemental indenture otherwise authorized by this Indenture, the Company, when authorized by resolution of its Board of Directors, any other corporation when authorized by its Board of Directors, and the Trustee, from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more or all of the following purposes:

(a) to close this Indenture against, or to restrict, in addition to the limitations and restrictions herein contained, the authentication and delivery of additional Bonds hereunder by imposing additional conditions and restrictions to be thereafter observed, whether applicable in respect of all Bonds authenticated and delivered and to be authenticated and delivered hereunder or in respect of one or more series thereof, or otherwise;

(b) to add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements thereafter to be observed and to surrender any right or power herein reserved to or conferred upon the Company;

(c) to convey, transfer and assign to the Trustee, and to subject to the lien of this Indenture, with the same force and effect as though included in the granting clauses hereof, additional properties hereafter acquired by the Company, whether through consolidation, merger or by purchase or otherwise and to correct or amplify the description of any properties at any time subject to the lien of this Indenture;

(d) to make such provisions in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture;