

MORTGAGE OF REAL ESTATE

37276 PROVENOR-JARRARD CO.-GREENVILLE

SECTION 1.04. Whenever in this indenture it is provided that any facts or opinion be evidenced to the Trustee by means of a certificate, statement, opinion, or other document, it shall constitute compliance herewith if the various facts and/or opinions intended so to be evidenced to the Trustee be included in different certificates, statements, opinions, or other documents signed by the same person or different persons of the proper qualifications.

ARTICLE TWO.

FORM, EXECUTION, REGISTRATION AND EXCHANGE OF BONDS.

SECTION 2.01. Save as in herein or as may be by law provided, bonds may be issued and outstanding hereunder without limit as to aggregate amount and without limit as to amount of any series. This indenture shall be a continuing lien to secure the full and final payment of the principal of and interest on all bonds executed, authenticated and delivered pursuant to the terms hereof.

SECTION 2.02. The bonds issued under this indenture shall from time to time be executed on behalf of the Company by its president under its corporate seal, attested by its secretary, and shall be delivered to the Trustee for authentication by it, and thereupon, if all pertinent requirements provided in this indenture in respect of such authentication shall have been fulfilled, the Trustee shall authenticate and shall deliver the same upon the order of the Company, signed by its president. Only such bonds as shall bear thereon indorsed a certificate of authentication substantially in the form hereinbefore recited, executed by the Trustee, shall be secured by this indenture or be entitled to any right or benefit hereunder. Such authentication by the Trustee upon any such bond shall be conclusive evidence and the only evidence that the bond so authenticated has been duly issued hereunder and that the holder thereof is entitled to the benefit of the trusts hereby created.

Prior to the authentication of any bond hereunder all matured coupons attached, if any there be, shall be detached and canceled and incinerated by the Trustee.

SECTION 2.03. In case any person who shall have signed, sealed, or attested any bond issuable under this indenture as an officer of the Company shall have ceased to be such officer before the bond so signed, sealed or attested shall have been actually authenticated and delivered by the Trustee and/or issued, such bond nevertheless may be authenticated and delivered and/or issued as though the person who signed, sealed or attested such bond had not ceased to be such officer of the Company.

Any bond issuable hereunder may be signed, sealed or attested on behalf of the Company by any person who at the actual date of the execution of such bond shall be the proper officer of the Company, although at the date of such bond such person shall not have been officer of the Company.

The coupons to be attached to the bonds issued hereunder shall be signed by the facsimile signature of the present treasurer or of any future treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such treasurer, notwithstanding the fact that he may have ceased to be such treasurer at the time when such bonds shall be actually authenticated and delivered.

SECTION 2.04. At the option of the Company bonds issued hereunder may be issued in one or more series, each such series to be identified by successive letters of the alphabet or by other suitable means. The bonds of each series shall be in the form of coupon bonds. The general text of the bonds and the coupons and the Trustee's certificate on all bonds, irrespective of series, shall be respectively substantially of the tenor and purport of the forms hereinabove set forth in respect of bonds of Series A; provided, nevertheless, that the text of various series of bonds may, as between series, but not as between bonds of the same series, differ in respect of the following characteristics:

- (a) Title, provided that the title of each series of bonds shall be satisfactory to the Trustee;
- (b) Date of issue and date of maturity or dates of serial maturities;
- (c) Place or places of payment of principal and/or interest additional to the office of the Trustee;
- (d) Interest rate (not exceeding seven per cent (7%) per annum) and interest payment dates;
- (e) Limitation of maximum aggregate principal amount of series, if any;
- (f) Taxes without deduction for which principal and/or interest shall be payable;
- (g) Provisions for the reimbursement of the holders thereof for taxes;
- (h) Right of redemption, redemption premium and notice of redemption;
- (i) Provisions as to depreciation reserve fund, if any, and/or sinking fund;
- (j) Privileges as to conversion into stock or other securities;
- (k) Provisions in respect of exchangeability of bonds;
- (l) Provisions as to medium of payment, provided that the medium of payment shall always be some coin or currency of the United States of America which is lawful at the time of issuance of the pertinent bonds;
- (m) Such other terms and provisions as are not in conflict with the terms of this Indenture.