

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Trustee to the Corporation, the receipt whereof by the Corporation prior to the execution and delivery hereof is hereby acknowledged, this Supplemental Indenture witnesseth as follows:

1. The Corporation has executed and delivered this Supplemental Indenture and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Trustee and its successor or successors and its or their assigns, all and singular the real and personal property of the Corporation falling within the classes of property embraced in the description of the "Trust Estate" set forth in the Indenture, as amended and supplemented hereby, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Corporation, and wheresoever situate, and also including, without limitation, the following described real estate:

- (a) a certain tract or parcel of land situated in Spartanburg County, State of South Carolina, described in a certain deed, acknowledged 19th day of July, 1958, executed and delivered by H. Walker Belue, widower, as grantor, to the Corporation, as grantee, and recorded in the office of the Register Mesne Conveyance of said County, on July 19, 1958, in Deed Book 24-D, at page 570;
- (b) a certain tract or parcel of land situated in Spartanburg County, State of South Carolina, described in a certain deed, dated July 24, 1958, executed and delivered by Janet McMillin, a widow, as grantor, to the Corporation, as grantee, and recorded in the office of the Register of Mesne Conveyance of said County, in Deed Book 24-K, at page 219; and
- (c) a certain tract or parcel of land situated in Polk County, State of North Carolina, described in a certain deed, dated August 30, 1958, executed and delivered by W. A. Burgess, Sr., et ux., as grantors, to the Corporation, as grantee, and recorded in the office of the Register of Deeds of said County, on September 9, 1958, in Deed Book 111, at page 199;

which said deeds, and each of same, are by reference, thereto, incorporated herein and made a part hereof.

TOGETHER WITH all buildings and improvements, now or hereafter located on the said tracts or parcels of land and all tenements, easements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining; together with all rents, income, revenues, profits, and benefits at any time derived, received or had from any and all of the above-described property of the Corporation, TO HAVE AND TO HOLD the same unto the Trustee and its successor or successors and its or their assigns forever, in trust nevertheless, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Indenture, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as notes of the Corporation entitled to the security of the Indenture, as amended and supplemented by this Supplemental Indenture, and of the property by the Indenture and this Supplemental Indenture mortgaged and pledged, or intended to be, equally and ratably with one another and with other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, as amended and supplemented hereby, without preference, priority or distinction of any one of the Outstanding Notes or such other notes over any other thereof and irrespective of the dates of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof.

3. Section 10 of article II of the Indenture is amended by adding at the end thereof the following sentence:

The Corporation will make no advance payments or loans, either with or without interest, to its directors, officers, employees, stockholders or members.

4. Subsection (B) (1) of section 15 of article II of the Indenture is amended to read as follows: