

mortgaged property and subject to the lien hereof; that Mortgagor will, from time to time, execute such supplemental mortgages describing and conveying such real estate and interests in real estate, plants, buildings, structures, fixtures, tracts and improvements thereto, and such machinery, gas manufacturing and other equipment, gas cylinders and containers, and all additions, substitutions, replacements and improvements thereto as deemed necessary or desirable by Mortgagee; and that Mortgagor will, from time to time, cause this Mortgage and any mortgages supplemental hereto to be filed, refiled, recorded and re-recorded in such manner and at such times and in such places as may be necessary to publish notice and protect the validity and priority thereof.

(12) That the legal situs of the mortgaged personal property now owned by Mortgagor, described in Exhibits 2, 4, 6 and 10 hereto, is in each case at the specific location set forth in said exhibits; that the addresses set forth in said Exhibit 2 are for the real estate more particularly described in Exhibit 1; that the address set forth in said Exhibit 4 is for the real estate more particularly described in Exhibit 3; that the address set forth in Exhibit 6 is for property leased by Mortgagor from American Enka Corporation in Buncombe County, North Carolina; that the address set forth in Exhibit 10 is for the real estate more particularly described in Exhibit 9; that Mortgagor will not change or attempt to change the legal situs of said mortgaged personal property described in said Exhibits 2, 4, 6 and 10 from that which it now has to any situs other than the real estate where presently located without first giving Mortgagee thirty (30) days prior written notice of such contemplated change by registered United States mail, addressed to Mortgagee at P. O. Box 20, Minneapolis, Minnesota, 55440, or at such other place as Mortgagee may direct in writing. Mortgagor shall be privileged to continue to use the mortgaged personal property described in Exhibit 11 in the ordinary course of its business as before, which of necessity involves the continual movement of the gas cylinders or containers therein described between the various places of business of Mortgagor and its customers in the course of supplying said customers with various types of gases manufactured by Mortgagor.