In the event of default by Grantor hereunder, either Beneficiary may declare the indebtedness owed to that Beneficiary secured hereby, to be immediately due and payable, and cause the exercise of all rights of foreclosure and sale hereunder to enforce the collection of said indebtedness, should the other Beneficiary decline to so proceed at such time with respect to the indebtedness owed to it.

All of the covenants, stipulations, promises, undertakings and agreements herein contained shall bind Grantor, its successors and assigns, and shall inure to the benefit of Beneficiaries and their respective successors and assigns, and any subsequent holders of the notes evidencing the indebtedness hereby secured, or any substitute notes issued for same pursuant to the Agreement.

This Deed of Trust may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same Deed of Trust.

IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be executed and delivered for and in its corporate name and its corporate seal to be hereunto affixed and attested by its duly authorized officers all in the City of Chattanooga, Tennessee, on the date and year first above written.

WELDING GAS PRODUCTS COMPANY

Bv:

President

CORPORATE SEAL

ATTEST:

Secretary