

WHEREAS, the Mortgagee is the owner and holder of the Outstanding Notes and the Mortgage; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Original Mortgage, that the property of the Mortgagor of the classes described therein, as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired, would secure certain notes of the Mortgagor executed and delivered prior to the execution and delivery of the Mortgage and certain notes of the Mortgagor ----- when and as executed and delivered under and pursuant to the Original Mortgage, as from time to time amended or supplemented, and it is intended by the Mortgagor to confirm hereby the Mortgage and the property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes, and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, the Mortgage provides that the Mortgagor shall, upon the request in writing of the holder or holders of not less than a majority in principal amount of the notes secured by the Mortgage at the time outstanding, duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by such holder or holders to effectuate the intention of the Mortgage and to provide for the conveying, mortgaging and pledging of the property of the Mortgagor intended to be conveyed, mortgaged or pledged by the Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, or otherwise secured thereby ----- and the holder of all such notes has in writing requested the execution and delivery of this Supplemental Mortgage pursuant to such provisions; and

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby;

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

1. The Mortgagor has executed and delivered this Supplemental Mortgage 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 Mortgagee and its assigns, all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, 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 Mortgagor, and wheresoever situate, and including, without limitation, all property, real, personal or mixed, located or to be located in the Counties of Anderson, Greenville, Laurens, Newberry and Spartanburg, and in Counties contiguous thereto, in the State of South Carolina, and also including, without limitation, the following real estate:

all realty covered by or described in (by references to deeds or otherwise) the Mortgage, as the Mortgage is recorded as a real estate mortgage in each of the aforesaid Counties, including, without limitation, the following places of recordation: in the Clerk of Court's office of Anderson County in Vol. 477 at pages 410 et seq., in the Clerk of Court's office of Laurens County in Vol. 192 at pages 424 et seq., in the Clerk of Court's office of Newberry County in Vol. 115 at pages 133 et seq., in the Clerk of Court's office of Spartanburg County in Vol. 586 at pages 679 et seq., and in the Clerk of Court's office of Greenville County in Vol. _____ at pages _____