WHEREAS, Mortgagor desires to secure the due and punctual payment of the principal of and the interest on said indebtedness and the due and punctual performance by it of all things on its part to be done or performed under the Agreement and this Mortgage;

NOW, THEREFORE, in consideration of the premises and of One Dollar (\$1.00) in hand paid to Mortgagor by Mortgagee, the receipt and sufficiency whereof are hereby acknowledged, and to secure the due and punctual payment of the principal of and interest on said indebtedness and the due and punctual performance of all things on its part to be done or performed under the Agreement and this Mortgage, Mortgagor does hereby grant, bargain, sell, convey, mortgage, set over, transfer, and assign unto Mortgagee the property described in Exhibits 1 through 11 hereto inclusive as follows:

IN THE STATE OF TENNESSEE

Exhibit 1 - Real Estate located in Hamilton County, Tennessee.

Exhibit 2 - Personal Property located in Hamilton County, Tennessee.

Exhibit 3 - Real Estate located in Davidson County, Tennessee.

Exhibit 4 - Personal Property located in Davidson County, Tennessee.

Exhibit 5 - Real Estate located in Knox County, Tennessee

IN THE STATE OF NORTH CAROLINA

Exhibit 6 - Personal Property located in Buncombe County, North Carolina

IN THE STATE OF GEORGIA

Exhibit 7 - Real Estate located in Hall County, Georgia.

IN THE STATE OF SOUTH CAROLINA

Exhibit 8 - Real Estate located in Richland County, South Carolina

Exhibit 9 - Real Estate located in Greenville County, South Carolina

Exhibit 10 - Personal Property located in Greenville County, South Carolina

MISCELLANEOUS

Exhibit II - Moveable Gas Cylinders or Containers furnished to Customers of Welding Gas Products Company and Interchanged between Said Customers and the Offices or Places of Business of Welding Gas Products Company