

properties, rights, powers and trusts of the Trustee so resigning or removed or becoming incapable of acting; subject, notwithstanding, to any lien which the retiring Trustee may have pursuant to any provision hereunder; and upon request of any successor Trustee the Company shall make, execute, acknowledge and deliver any and all deeds, conveyances, assignments or instruments in writing for more fully and certainly vesting and confirming the said successor Trustee of such assets, property, rights, powers and duties.

ARTICLE XI.

SUNDRY PROVISIONS.

Section 1. All of the covenants, statements, promises and agreements in this Indenture contained by and on behalf of the Company shall bind and inure to the benefit of its successors and assigns whether so specified or not.

For all purposes of this Indenture, including the execution, issue and use of any of the bonds hereby secured, the term "Company" includes and means not only the party of the first part hereto, but also its successors and assigns.

Section 2. Where any instrument is required or permitted to be executed under the terms of this Indenture by any person, holders or owners of any bonds or coupons, such instrument may be executed in as many different counterparts as may be necessary or convenient, and all such counterparts shall be taken as constituting a single instrument joined in by the persons executing such counterpart for all the purposes of this Indenture.

Section 3. Except where otherwise in this Indenture indicated, the word "Trustees" or any other equivalent term as used in this Indenture, shall be held and construed to mean the Trustee or Trustees for the time being whether original or successor-in-trust.

Section 4. Whenever F.A.Brewer & Company is mentioned herein such designation shall include any successor in business of said F.A.Brewer & Company, and also any appointee of F.A.Brewer & Company for that purpose, and in event that F.A.Brewer & Company desire at any time to appoint some other person, firm or corporation to act in place of or in conjunction with F.A.Brewer & Company, written notice thereof by F.A.Brewer & Company, and written acceptance thereof by such appointee so named, shall be filed with the Trustees and the Company, and in event that F.A.Brewer & Company shall cease doing business, and there shall be no successor or appointee as herein provided, then all acts required to be done by F.A.Brewer & Company may be done by the Trustees.

Section 5. The words "bond," "bondholder," and "bondholders" shall include the plural as well as the singular number, and the term "majority" shall signify the majority in amount, whether so expressed or not. Whenever in this Indenture or in the bonds, the word "holder" or "owner" or the word "bearer" is used, it shall be considered, in the case of a registered bond, to mean the person in whose name the bond is registered.

Section 6. In order to facilitate the recording and filing of this instrument it may be executed simultaneously in three counterparts, each of which shall be deemed an original, and they shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the said J.K.Lumber Company has caused these presents to be signed by its president, sealed with its corporate seal, and attested by its secretary, and said CONTINENTAL AND COMMERCIAL TRUST AND SAVINGS BANK to evidence its acceptance of the trust hereby created, has caused these presents to be signed in its behalf by its vice-president and sealed with its corporate seal and attested by its secretary or assistant secretary, and the said Frank H. Jones to evidence his acceptance of the trust hereby created has hereunto set his hand and affixed his seal, all on the day and year first above written.