

valid mortgage and deed of trust to secure the payment of the Notes and other sums required to be paid by the Company under the provisions of this Indenture and the issue of said Notes, as in this Indenture provided, have been in all respects duly authorized:

NOW, THEREFORE THIS INDENTURE WITNESSETH; that the Company, in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created and of the purchase and acceptance of the Notes by the payees thereof and of One Dollar (\$1) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, on the Notes from time to time issued hereunder according to their tenor and effect, and the performance and observance of all the provisions hereof, and of said Notes, the Company has granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, set over and confirm unto Fidelity Union Trust Company and S. A. Clark, as Trustees (in the case of Fidelity Union Trust Company only to the extent of its legal qualification and capacity under the laws of any particular jurisdiction to receive and hold property therein for the purposes hereof), and to their successors in the trust hereby created and assigns forever, all its right, title and interest in and to the properties described in Schedule A to this Indenture (said properties, together with the Assigned Leases and Guaranty Agreements hereinafter referred to, and together with all other property, real or personal, which may at any time be held by any trustee hereunder for the purposes hereof, being hereinafter collectively termed the Trust Estate), but subject to permitted liens as hereinafter defined and to said Assigned Leases, respectively;

Together with the entire interest of the Company in and to all buildings, structures, improvements and appurtenances now standing or at any time hereafter constructed or placed upon said properties or any part thereof, all building material, plants, plant equipment, appliances, apparatus and machinery, and fixtures of every kind and nature whatsoever on said properties, or any part thereof, the reversion or reversions, remainder or remainders, in and to said properties and each and every part thereof, all and singular the tenements, hereditaments, easements, rights, privileges and appurtenances to said properties belonging or in any wise appertaining thereto, any streets, ways, alleys, gores or strips of land adjoining said properties or any part thereof, and all the estate, right title, interest, claim or demand whatsoever of the Company either in law or in equity, in possession or expectancy, of, in and to said properties, it being the intention of the parties hereto that so far as may be permitted by law, all tangible personal property now owned or hereafter acquired by the Company and affixed to, attached to, placed upon, or used in any way in connection with the enjoyment, occupancy or operation of said properties shall be deemed to be, and shall be considered as, fixtures and appurtenances to such properties; and