

1355 838

voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including without limitation, all proceeds of insurance and condemnation awards and payments.

**TO HAVE AND TO HOLD** all and singular the property Granted hereby, whether now owned or held or hereafter acquired, unto the Trustees, their successors in the trusts hereunder and assigns, forever:

**SUBJECT, HOWEVER,** to the exceptions and reservations and matters herein recited and to Permitted Encumbrances:

**IN TRUST, NEVERTHELESS,** with power of sale, for the equal and ratable benefit and security of the Notes, without preference, priority or distinction of any thereof over any other by reason of difference in time of issuance or otherwise, and for the enforcement of the payment of the principal of, premium, if any, and interest on the Notes in accordance with their respective terms, and all other sums payable under the Indenture, or on the Notes, and compliance with the provisions of the Indenture, all as therein provided.

**IT IS HEREBY COVENANTED, DECLARED AND AGREED** that the Notes are to be secured, and that the Trust Estate is to be held, dealt with and disposed of by the Trustees, upon and subject to the provisions of the Indenture.

If required for recording or for any other reason, a description of a particular Lease, Assignment, Mortgage or Assignment of Leases and the recording information with respect thereto will be indicated on Schedule B.

Unless sooner paid in accordance with the provisions of the Indenture, the Notes secured by the Indenture shall mature and be due and payable in full on December 1, 2001.

If and when the Notes shall have become due and payable (whether by lapse of time or by acceleration or by the exercise of the privilege of prepayment), and there shall have been paid the full amount due on the Notes for principal, premium, if any, and interest, and if there shall have been paid all other sums payable under the Indenture by the Company pursuant to the provisions of the Indenture, then and in that case upon the request of the Company or the Lessor the Indenture, this Agreement and all agreements therein or herein contained shall cease and terminate.

All the terms, conditions, provisions and covenants of the Indenture are incorporated in this Agreement by reference as though written out at length herein, and both the Indenture and this Agreement shall be deemed to constitute a single instrument or document.

This Agreement will be simultaneously executed in several counterparts each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.