

WHEREAS, the Company and the Issuer have entered into a Loan Agreement of even date herewith (which, as the same may hereafter be amended and supplemented from time to time together with the Note to be delivered by the Company as therein provided is herein called the "Agreement") providing for the terms and conditions of such loan by the Issuer to the Company, providing for certain obligations of the Company in connection therewith, and providing for payments by the Company to the Issuer in amounts fully sufficient to pay the principal of, premium (if any) and interest on the Series 1982 Bonds from time to time as such amounts become due and payable (whether on any installment payment date therefor, at the maturity thereof or upon proceedings for redemption, or at maturity by declaration); and

WHEREAS, the Company, in consideration of the agreement of the Issuer to issue the Series 1982 Bonds and apply the proceeds as aforesaid and as an inducement to the purchase of the Series 1982 Bonds by all persons who shall at any time become holders of the Bonds, has executed and delivered to the Trustee, as trustee for the benefit of the holders of the Series 1982 Bonds, a Guaranty Agreement of even date herewith (the "Guaranty") whereby the Company has unconditionally guaranteed payment when due of the principal of, premium (if any) and interest on the Series 1982 Bonds; and

WHEREAS, as security for the payment of the Bonds, the Company has agreed to grant a first mortgage and security interest in the Project to the Trustee for the benefit of the holders of the Bonds, in the manner and to the extent hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in further consideration of the sum of \$1.00 in hand paid by the Trustee to the Company receipt and sufficiency of which is hereby acknowledged and in order to secure the payment of the principal of, premium (if any) and interest on the Bonds, the Company has granted, bargained, sold, released and mortgaged and by these presents does hereby grant, bargain, sell, release and mortgage unto the Trustee, and its successors in trust, all of the following described property:

(a) All of the real property and interests in real property described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof,

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