

together with all improvements now or hereafter situated thereon and all appurtenances thereto including but not limited to all fixtures affixed or attached, actually or constructively, thereto; and

(b) All of the machinery, equipment and other personal property described in Exhibit "B" attached hereto and by this reference incorporated herein and made a part hereof, all other items of machinery and equipment and other personal property purchased by the Company from the proceeds of the Series 1982 Bonds or any Additional Bonds issued under the Indenture or from monies loaned by the Issuer to the Company in accordance with the Agreement or deposited in the Project Fund or which otherwise constitutes a part of the Project Equipment, as such terms are defined in the Agreement, and all additions, accessions, renewals, replacements, products and proceeds thereof and substitutions therefor;

SUBJECT, HOWEVER, to (a) the right of the Company to renew, replace, modify and otherwise deal with said property in the manner hereinafter provided, and (b) the exceptions described on Exhibit "C" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said mortgaged property, together with all and singular the rights, members and appurtenances thereto belonging or in anywise appertaining to the only proper use, benefit and behoof of the Trustee, its successors and assigns, IN TRUST, for the benefit, security and protection of the persons, corporations, firms and partnerships who now may be or may hereafter be holders of the Bonds and for enforcing the payment thereof when due and payable according to the intent and meaning of the stipulations and provisions of the Bonds and the Indenture; provided, however, that upon payment in full of the Bonds as to principal, premium (if any) and interest, at the time and in the manner stipulated in the Bonds and in the Indenture and payment in full of all fees and expenses of the Trustee and of any paying agents acting under the Indenture, then this Mortgage shall be surrendered for cancellation.

This instrument is to be construed as a mortgage, with respect to the real property herein described and as a security agreement with respect to the personalty herein described; and is made executed and delivered to the Trustee in order to