

Company will pay all costs of filing any financing, continuation or termination statements with respect to the security interests created by this Mortgage, including any attorney's fees incurred in so doing. Trustee, with respect to the Bonds Secured Indebtedness, and Agent, with respect to the Credit Secured Indebtedness, are hereby and respectively appointed, as necessary, Company's attorneys-in-fact, upon any default hereunder, to do, at such party's option and at Company's expense, all acts and things which such party may deem necessary to perfect and continue perfected the security interest created by this Mortgage and to protect the Encumbered Assets, in connection with which such party may execute, sign, endorse, transfer or deliver, in the name of the Company, notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, certificates of title, applications for certificates of title, or any other documents necessary to evidence, perfect or realize upon the security interests and Secured Indebtedness created or secured by this Mortgage, and this authority shall be considered a power coupled with an interest and shall be irrevocable until all the respective portions of the Secured Indebtedness shall have been paid in full.

(4) Title to Encumbered Assets and Risk of Loss: Company represents and warrants that it has and for so long as any Secured Indebtedness or any portion thereof remains unpaid will continue to have, subject to the liens of (i) this Mortgage (ii) the Indenture and (iii) a certain Mortgage, executed June 26, 1984, and effective June 29, 1984, and a certain Security Agreement, dated June 27, 1984, both given by Company and benefitting Agent, as agent, and certain other lenders named therein and including the Agent (said instruments collectively, the "Banks' Mortgage") alone, good, sufficient and alienable title to all the Encumbered Assets and that the lien and security interest created and intended to be created by this Mortgage will continuously constitute a duly perfected mortgage lien on and security interest in and upon all and singular the Encumbered Assets, subject only to Permitted Encumbrances and the lien of the Indenture and as provided in and through the operation of the banks' Mortgage.

Except as provided in the Agreement, this Mortgage and the Indenture and except as otherwise consented to in writing by the Mortgagees (whose consents shall not be unreasonably withheld), Company covenants that it will not, save and except under or with respect to the Banks' Mortgage, suffer to exist any lien, security interest or other encumbrance upon or against the Encumbered Assets, or any portion thereof.