

provided, however, that said assignment, transfer and conveyance shall not in any way impair or diminish the obligations of the Company under the provisions of the Assigned Leases nor shall any of such obligations be imposed upon the Trustees.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or held or hereafter acquired, unto the Trustees, their successor or successors in the trust and its and their assigns, forever.

IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all present and future holders of the Notes authenticated and delivered hereunder, and for the enforcement of the payment of said Notes and the interest and premium, if any, thereon in accordance with their terms and all other sums payable under this Indenture and the performance of and compliance with the obligations, covenants and conditions of this Indenture without preference, priority or distinction as to lien or otherwise of any one Note over any other Note by reason of priority in the authentication, delivery, issue, sale or negotiation thereof, or otherwise, so that each and every Note authenticated and delivered hereunder shall have the same right, lien and privilege under this Indenture, and so that, subject to the terms hereof, the principal of and interest and premium, if any, and other sums payable on every Note shall be equally and proportionately secured hereby, as if all such Notes at any time outstanding had been executed, authenticated, delivered and negotiated simultaneously with the execution and delivery of this Indenture; and it is hereby covenanted and declared that all such Notes are to be issued, authenticated and delivered, and that the Trust Estate is to be held by the Trustees upon and subject to the following covenants, conditions, uses and trusts.

ARTICLE I

FORM, TERMS AND EXECUTION OF NOTES

SECTION 1.01. The Notes and the certificate of authentication of the Trustee shall be substantially of the tenor and in the respective forms hereinbefore set forth, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements thereon as may be determined by the Board of Directors of the Company or by the officers executing such Notes, such determination by said officers to be evidenced by their signing the Notes, and as are not inconsistent with the provisions of this Indenture. The Notes shall be designated the 6-5/8% Mortgage Notes and shall be identical in all respects except that they may differ as to denomination, date of authentication and delivery, the amount of the Instalment Payments hereinafter referred to and the principal amount payable at the maturity thereof. The Notes may be issued in any denomination. The Notes shall mature on June 1, 1992, and shall bear interest at the rate of 6-5/8% per annum, provided that after default in the payment for more than ten days of any interest payment or any of the Instalment Payments hereinafter referred to, or any part thereof, on the Notes, if such default shall constitute an event