

of the Bonds in accordance with and subject to the terms of the Credit Agreement; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipts and sufficiency of which are hereby acknowledged, Company does by these presents mortgage, encumber, transfer, grant, bargain, convey, assign and extend, FIRST to Issuer and Trustee, and SECOND to Agent, the following mortgage, security and assignment interests and otherwise contracts as hereinafter provided with respect thereto, all as follows:

(1) Encumbered Assets: Company does hereby mortgage, encumber, grant, pledge, hypothecate, bargain, convey, transfer, assign, set over, extend and deliver FIRST to Issuer and Trustee (for the equal benefit of the owners of the Bonds) and SECOND to Agent, and grants and creates a security interest in favor of FIRST Issuer and Trustee (for like benefit) and SECOND Agent, in and to the following:

(a) All rights, titles and interests of Company in, to and under the real estate described in Exhibit "A" (said real estate hereinafter the "Land") and in and to all buildings, structures, improvements, fixtures and appurtenances now and hereafter owned, constructed, located, erected, installed and/or affixed by or for Company upon or appurtenant to the Land (herein the "Improvements") as described in Exhibit "A" hereto;

(b) The equipment, facilities, fixtures, appliances, gear, tools and other personalty, now owned and hereafter acquired, including without limitation, such as is described in Exhibit "B", attached hereto and made a part hereof (and as Exhibit "B" may from time to time hereafter be amended and supplemented), all accessories and accessions thereunto, all replacements and substitutions therefore, and all proceeds therefrom, subject to the provisions of Section 7 hereof (collectively, hereinafter the "Equipment");

(c) All accounts, rights, agreements and privileges now and hereafter in any manner belonging to, serving or benefitting the Facilities together with all contracts, rights and interests respecting and arising in connection with the construction and/or installation of additions thereto;