

privileges and appurtenances to said land, belonging or in any wise appertaining thereto, including without limitation the entire right, title and interest of the Company in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of the Company either in law or in equity, in possession or expectancy, of, in and to said land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the Company and is affixed or attached or annexed to said land, shall be and remain or become and constitute a portion of said land and the security covered by and subject to the lien of this Indenture, and together with all rents, income, revenues, issues and profits thereof, and the present and continuing right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, issues and profits arising therefrom or in connection therewith; subject, however, to the rights of the Tenant under the Lease (as defined in Article First).

**GRANTING CLAUSE SECOND**

The Lease (as defined in Article First) including all extensions and renewals of the term thereof, if any, together with all right, title and interest of the Company, as lessor therein, thereto and thereunder including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any of the rents, income, revenues, issues and profits and other sums of money payable or receivable thereunder, whether payable as rents or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Company or any landlord is or may become entitled to do under the Lease, provided, that the assignment made by this clause shall not impair or diminish any obligation of the Company under the provisions of the Lease, nor shall any such obligation be imposed upon the Trustees or either of them; it being the intent and purpose hereof that the assignment and transfer to the Trustees of the rents and other sums due and to become due under the Lease shall be effective and operative immediately and shall continue in force and effect, and the Trustees shall have the right to collect and receive said rents and other sums for application in accordance with the provisions of Article Fifth hereof, at all times during the period from and after the date of this Indenture until the indebtedness hereby secured shall have been fully paid and discharged, including without limitation at all times after the institution and during the pendency of foreclosure proceedings and after any sale on foreclosure.

To HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or held or hereafter acquired, unto the Trustees, their successors in the trusts created hereby and assigns, forever;

IN TRUST, NEVERTHELESS, with power of sale, for the equal and ratable benefit and security of the Notes from time to time outstanding hereunder, without preference, priority or distinction of any thereof over any other by reason of difference in time of issuance, sale, authentication, delivery or otherwise, and for the enforcement of the payment of the principal of, premium, if any, and interest on the Notes in accordance with their terms, and all other sums payable under this Indenture or on the Notes, and the observance and performance of the provisions of this Indenture, all as herein provided.

IT IS HEREBY COVENANTED, DECLARED AND AGREED, that the Notes are to be issued, authenticated, delivered and secured, and that the Trust Estate is to be held, dealt with and disposed of by the Trustees, upon and subject to the provisions of this Indenture.

**ARTICLE FIRST.**

**DEFINED TERMS.**

Unless the context otherwise specifies or requires, each term defined in this Article First shall, when used in this Indenture, have the meaning indicated:

*Assignment:*

The term "Assignment" shall mean the Assignment of Lease and Agreement dated as of December 10, 1970, relating to the Lease, among the Company, the Tenant and the Trustees.