

mortgage, pledged, assigned or transferred as and for additional security hereunder by the Industry or by anyone on its behalf or with its written consent to the Mortgagee, which is hereby authorized to receive any and all such property at any and all times to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the said premises, and other property and said revenues and moneys and securities (all of which is herein called "Granted Estate") unto the Mortgagee, its successors and assigns forever.

AND the Industry does hereby bind itself and its successors to warrant and forever defend all and singular the said Granted Estate unto the said Mortgagee, its successors or assigns, from and against itself and its successors and assigns, lawfully claiming, or to claim the same, or any part thereof.

The Industry warrants and represents it has acquired a good and marketable fee simple title to the premises described in Exhibit A free of all liens and encumbrances except for Permitted Encumbrances (as defined in the Loan Agreement) and covenants that it will lawfully acquire and own any machinery, equipment and related property described in Exhibit B hereto and all other personal property constituting the Granted Estate, free of all liens and encumbrances except Permitted Encumbrances. The Industry

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