

The Company and each of its Subsidiaries owns and is lawfully possessed of that part of the mortgaged and pledged property specifically and generally described in the granting clauses hereof, and the Company and each of said Subsidiaries, has good right, full power and lawful authority to give, grant, bargain, sell, transfer, release, assign, mortgage, pledge, warrant, convey, set-over and confirm the same to the Mortgagee in the manner and form done or intended.

There is no lien on the mortgaged and pledged property, or any part thereof, prior to the lien of this Indenture, and the Company and each of the Subsidiaries hold that part thereof hereby granted, mortgaged and pledged by each, free of any and all incumbrances of any kind or nature other than as in said granting clauses hereof specifically set forth. The Company and each of the Subsidiaries will warrant and defend the title to that part of the mortgaged and pledged property hereby granted, mortgaged and pledged by the Company to the Mortgagee against the lawful claims of all persons whomsoever, and will maintain and preserve the lien of this Indenture thereon so long as any of the above recited obligations or indebtedness remain unpaid, and until the same are discharged in full.

All property of every kind and nature (except property of the character expressly excluded from this Indenture and from the lien hereof by the granting clauses hereof) hereafter acquired by the Company or by any of the Subsidiaries immediately upon the acquisition thereof by the Company, or by any of the Subsidiaries, and without any further conveyances or assignments, shall become or shall be subjected to the lien of this Indenture as fully and completely as though now owned by the Company or by the Subsidiaries and specifically described in the granting clauses hereof; and at any and all times the Company, or any Subsidiaries, will promptly execute, acknowledge and deliver all such other assurances, transfers, assignments, mortgages and pledges and conveyances thereof as shall be necessary or as the Mortgagee shall require for the purpose of expressly and specifically subjecting such property to the lien of this Indenture. The Company and each of the Subsidiaries will do, execute, acknowledge, deliver, file or record, or cause to be done, executed, acknowledged, delivered, filed or recorded all and every such further act, deed or conveyance and transfer, or pledge or mortgage and assurance in law for the better assuring, conveying and confirming unto the Mortgagee all and singular the hereditaments and premises, estates and property hereby mortgaged, assigned or conveyed or intended so to be, or which the Company or any of the Subsidiaries may hereafter become bound to mortgage, assign or convey to the Mortgagee.

(c) The Company and each of the Subsidiaries will, from time to time, pay and discharge all taxes, assessments and governmental charges or levies legally imposed upon the mortgaged or pledged property, or any part thereof, and upon the income and profits thereof, and also all taxes, assessments or governmental charges or levies lawfully imposed upon the lien or interest of the Mortgagee in respect to the property hereby mortgaged and pledged, or any part thereof, the lien whereof might or could be held prior to or on a priority with the lien of this Indenture so that the same shall not fall into arrears, and so that the priority of the lien of this Indenture shall be duly preserved, failing in which the Mortgagee may pay and discharge the same and be entitled to reimbursement therefor, with interest at the rate of six per cent (6%) per annum and as security for the re-payment thereof shall have the benefit of the lien hereby created; provided, however, that nothing contained in this subparagraph (c) shall require the Company or any of the Subsidiaries to pay any such tax, assessment or other governmental charge or levy, or discharge any lien consequent thereon so long as the Company or the particular