

Lessor, and the Corporation, as Lessee, covering the property described in Divisions I and II and all rents, issues, profits, income and other sums due and to become due under and pursuant to or by reason of the Lease (excluding, however, amounts paid by the Corporation thereby to the Grantor and other land taxing authorities pursuant to Section 6.02 hereof and all amounts paid by the Corporation to the Grantor pursuant to Section 8.01 thereof) it being the intent and purpose hereof that the assignment and transfer to the Trustee 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 Trustee shall have the right to collect and receive said rents and other sums for application in accordance with the provisions 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. So long as the Lease shall not have been terminated in accordance with the provisions thereof, the Grantor is to remain liable to observe and perform all the conditions and covenants in said Lease provided to be observed and performed by it.

DIVISION IV

All rights, privileges, licenses, permits, immunities and easements of every kind and nature appurtenant to the properties and estates described in Divisions I through III hereof or appurtenant to any property covered by any instrument at any time hereafter conveying, mortgaging, pledging or assigning any property of any kind to the Trustee hereunder to be held as part of the mortgaged property; and also all and singular the tenements, hereditaments or appurtenances belonging to said properties or any part thereof or in any wise appertaining thereto and the reversions, remainders, rents, issues and profits thereof (including, but without limitation of the present assignment, pledge and transfer of the rents, income and other sums due and to become due under and pursuant to the Lease which is provided for in Division III hereof, the rents, issues and profits during any period allowed by law for the redemption of the mortgaged property after any foreclosure or other sale); and all the estate, right title and claim whatsoever, at law as well as in equity, which the Grantor now has or may hereafter acquire in and to the property and estates described in Divisions I through III hereof or any part thereof, whether now owned or hereafter acquired.

DIVISION V

All property which is by the express provisions of this Indenture required to be subjected to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the Grantor or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Indenture, unto the Trustee and its successors and assigns, forever, subject,