

[Property Nos. 23, 24, 25, 26 & 27]
[State of Washington]

1770⁰⁰

H 76146

FOR RECORD
REQUEST OF:
TICOR TITLE INSURANCE
2221 Riverside Drive, Mount Vernon, WA

8707160090

DEED OF TRUST, ASSIGNMENT
OF RENTS AND
SECURITY AGREEMENT

from

AMERICOLD CORPORATION,

Grantor

to

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA,

Deed Trustee

and

THE CONNECTICUT NATIONAL BANK, AS TRUSTEE,

Beneficiary

Dated as of June 15, 1987

After recording, please return to:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Attention: Bond and Trust Administration Department

8707160090

VOL 715 PAGE 2

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Certain Definitions.....	6
2. Particular Covenants, Representations and Warranties of Grantor	8
3. Proper Care and Use; Inspection; Hazardous Waste	10
4. Compliance.....	12
5. Requirements.....	13
6. Payment of Impositions.....	14
7. Insurance; Restoration Obligation.....	16
8. Restoration.....	22
9. Condemnation/Eminent Domain.....	26
10. Discharge of Liens, Utilities.....	27
11. Books and Records, Financial Statements, Reports and Other Information.....	27
12. Estoppel Certificates.....	29
13. Expenses.....	29
14. Beneficiary's Costs and Expenses	30
15. Beneficiary's Right To Perform	30
16. Further Assurances.....	31
17. Assignment of Rents.....	31
18. Events of Default.....	35
19. Remedies.....	37
20. Foreclosure by Power of Sale.....	38

8707150090

VOL 715 PAGE 3

<u>Section</u>	<u>Page</u>
21. Proceeds of Sale.....	41
22. Release.....	41
23. Right of Beneficiary to Credit Sale.....	42
24. Appointment of Receiver.....	42
25. Extension, Release, etc.....	42
26. Remedies Not Exclusive.....	43
27. Surrender.....	43
28. Successor Grantor.....	44
29. Security Agreement Under Uniform Commercial Code	44
30. Indemnification; Waiver of Claim.....	44
31. No Waivers, etc.....	45
32. Waivers by Grantor.....	45
33. Notices.....	46
34. Taxes on Beneficiary.....	46
35. No Modification; Binding Obligations.....	47
36. Miscellaneous.....	47
37. Captions.....	48
38. Successors and Assigns.....	48
39. Enforceability; Limitation on Interest.....	48
40. Receipt of Copy.....	49
41. Multisite Real Estate Transaction.....	49

8707160030VOL **715** PAGE **4**

<u>Section</u>	<u>Page</u>
42. Transfers, Indebtedness and Subordinate Mortgages.....	50
43. Alterations and Additions, etc.....	50
44. Leasing and Management.....	51
45. Deed Trustee's Power and Liabilities.....	56
46. Other Deed of Trust Terms and Conditions.....	58
47. The Ground Lease.....	59
Exhibit A	Ground Lease and Land
Exhibit B	Indenture
Exhibit C	Permitted Encumbrances
Exhibit D	Nondisturbance Agreement
Exhibit E	Other Mortgage Terms and Conditions

8707150030

VOL 715 PAGE 5

Property Nos. 23, 24,
2^r 26, 27

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT dated as of June 15, 1987 (this "Deed of Trust"), from AMERICOLD CORPORATION*, an Oregon corporation, having an office at 1515 Southwest Fifth Avenue, Suite 700, Portland, Oregon 97201 ("Grantor"), to TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a California corporation, having an office at 6300 Wilshire Boulevard, Los Angeles, California 90048 ("Deed Trustee") and THE CONNECTICUT NATIONAL BANK, a national banking association, having an office at 777 Main Street, Hartford, Connecticut 06115, as Trustee ("Beneficiary").

Preliminary Statement

Grantor owns fee simple title to or a leasehold estate in the land and improvements particularly identified in Section 1 (a) through (e) of Exhibit E hereto (together with certain other property as hereinafter defined, the "Trust Property"), and Grantor owns fee simple title to and/or leasehold estates in certain other properties described in the Indenture hereinafter referred to (together with the Trust Property, the "Mortgaged Properties").

Grantor is the issuer under that certain Indenture (the "Indenture") of even date herewith between Grantor (the "Issuer") and Beneficiary (the "Trustee"), providing for the issuance of \$300,000,000 aggregate principal amount of First Mortgage Bonds Due 2002 (the "Mortgage Bonds"). The execution and delivery of this Deed of Trust and deeds of trust or mortgages on the other Mortgaged Properties (together with this Deed of Trust, the "Mortgages") is a condition precedent to the issuance of the Mortgage Bonds under the Indenture.

Grantor desires to execute and deliver this Deed of Trust in order to satisfy the condition described in the preceding paragraph and to secure the payment of the interest and premium, if any, on, principal of and all other amounts payable under, the Mortgage Bonds, the Mortgages and the Indenture. Accordingly, Grantor has duly authorized the execution and

*Formerly Beatrice Public Refrigerated Services, Inc., formerly Termicold Corporation, formerly Terminal Ice and Cold Storage Company, all Oregon Corporations.

delivery of this Deed of Trust, and all actions required by law and all actions of Grantor required therefor have been duly taken. Concurrently with the execution and delivery of this Deed of Trust, Grantor will execute and deliver mortgages or deeds of trust on the other Mortgaged Properties as security for all amounts due under the Mortgage Bonds, the Mortgages and the Indenture.

NOW, THEREFORE, in order to secure the payment of principal of and interest and any premium payable on the Mortgage Bonds and all other sums of money payable under the Mortgage Bonds, the Mortgages and the Indenture and the performance by Grantor of the covenants and agreements contained in the Mortgage Bonds, the Mortgages and the Indenture, Grantor hereby agrees as follows:

Granting Clauses

TO SECURE:

(a) the repayment of all principal and payment of all interest, prepayment premiums, if any, and other amounts evidenced by the Mortgage Bonds, the terms of which are hereby made a part of this Deed of Trust, and all other sums due or to become due under the Mortgage Bonds, and any renewals or extensions thereof, and the payment of all sums payable under the Mortgages and the Indenture (the foregoing together with all other amounts secured hereby as otherwise set forth herein being hereinafter collectively referred to as the "Mortgage Indebtedness"); and

(b) the performance of all covenants, agreements, obligations and liabilities of Grantor under or pursuant to the Mortgages and under or pursuant to the Indenture or any other instruments or documents securing payment of the Mortgage Bonds (collectively, the "Obligations"),

Grantor hereby warrants, mortgages, bargains, sells, pledges, conveys, remises, releases, grants, assigns, transfers, sets over and confirms to Deed Trustee, as Deed Trustee, IN TRUST FOREVER with power of sale (to the extent permitted by applicable law), and grants to Beneficiary a security interest in all and singular the properties, rights, interests and privileges described in the following (collectively, the "Trust Property"):

8707160090

VOL 715 PAGE 7

3
EXCLUDING, HOWEVER,
THE PARCEL DESCRIBED
AS PARCEL (G) AND THE
GROUND LEASE

That certain real property particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all right, title and interest of Grantor, now owned or hereafter acquired, in and to the streets, roads and avenues, and the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, adjoining or abutting the Land to the center line thereof, the strips and gores within or adjoining the Land, the air space and right to use said air space above the Land, all rights of way, privileges, liberties, hereditaments and easements now or hereafter affecting the Land, and all royalties and rights appertaining to the use and enjoyment of the Land, including, without limitation, all development, alley, vault, drainage, mineral, water, oil and gas rights;

TOGETHER with the buildings and improvements now or hereafter erected on the Land (the "Improvements") (the Land together with the Improvements being hereinafter collectively referred to as the "Real Estate");

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Real Estate, and the reversion or reversions, remainder or remainders, and, except as limited in Section 17(a) below, rents, issues, profits and revenue thereof; and also all the estate, right, title, interest, dower and right of dower, courtesy and right of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Grantor, of, in and to the Real Estate and of, in and to every part and parcel thereof with the appurtenances at any time belonging or in anywise appertaining thereto;

TOGETHER with all the fixtures of every kind and nature whatsoever currently owned or hereafter acquired by Grantor, all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached, or intended to be attached (though not attached), to the Real Estate or placed on any part thereof (said fixtures of every kind and nature whatsoever, all appurtenances and additions thereto and substitutions or replacements thereof, being hereinafter collectively referred to as the "Equipment"), including, without limitation, all plumbing, venting, air conditioning, air-cooling, refrigerating, freezing, incinerating, escalator, elevator, power, loading and unloading apparatus, equipment and systems, sprinkler systems and other fire prevention and extinguishing apparatus and compressors, pipes, pumps, tanks, conduits, fittings and fixtures: it being understood and agreed that all

8707150090

VOL 715 PAGE 8

Equipment is appropriated to the use of the Real Estate and, whether affixed or annexed or not, for the purposes of this Deed of Trust shall be deemed conclusively to be Real Estate and mortgaged hereby; and Grantor hereby agrees to execute and deliver, from time to time, such further instruments (including security agreements) as may be requested by Beneficiary to confirm the lien of this Deed of Trust on the Equipment;

TOGETHER with all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Grantor and Grantor's interest in and to all proceeds of the conversion, voluntary or involuntary, and the interest payable thereon, of the Trust Property, or any part thereof, into cash or liquidated claims, including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on the Real Estate and the Equipment, and the right to collect and receive the same, and all awards and/or other compensation including the interest payable thereon and the right to collect and receive the same (in the alternative and collectively, "Awards"), heretofore and hereafter made to the present and all subsequent owners of the Real Estate and the Equipment by the United States, the State in which the Real Estate is located or any political subdivision thereof or any agency, department, bureau, board, commission, or instrumentality of any of them, now existing or hereafter created (collectively, "Governmental Authority") for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate and Equipment or any easement or other right therein, including, without limitation, Awards for any change or changes of grade or the widening of streets, roads or avenues affecting the Real Estate, to the extent of (a) all amounts which may be secured by this Deed of Trust as of the date of receipt, notwithstanding the fact that the amount thereof may not then be due and payable, plus (b) reasonable attorneys' fees, costs and disbursements, incurred by Beneficiary in connection with the collection of any such Awards. Grantor hereby assigns to Beneficiary, and Beneficiary is hereby authorized to collect and receive, such Awards (subject to Grantor's right to be paid directly and apply certain Awards as expressly provided by this Deed of Trust), and to give proper receipts and acquittances therefor and, subject to the other provisions hereof, to apply the same toward the Mortgage Indebtedness, notwithstanding the fact that the full amount thereof may not then be due and payable; Grantor hereby agrees, upon demand of Beneficiary, to make, execute and deliver, from time to time, such further instruments as may be reasonably

8707150090

VOL 715 PAGE 9

requested by Beneficiary to confirm such assignment of said Awards to Beneficiary, free and clear and discharged of any encumbrances of any kind or nature whatsoever;

TOGETHER with all Leases (as hereinafter defined) and other agreements affecting the use or occupancy of the Trust Property now or hereafter entered into and the right to receive and apply the rents, issues and profits thereof to the payment of the Mortgage indebtedness;

TOGETHER with all right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Estate and the Equipment, hereafter acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Real Estate, and all conversions of the security constituted thereby, which immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Grantor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Grantor and specifically described herein;

TOGETHER with all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise disposed of;

TOGETHER with any and all Cash now or hereafter on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on policies of fire and other hazard insurance covering the Trust Property or for any other purpose hereunder.

TO HAVE AND TO HOLD the Trust Property and the properties, rights and privileges hereby warranted, mortgaged, bargained, sold, pledged, conveyed, remised, released, granted, assigned, transferred, set over and confirmed, and in which a security interest is hereby granted or intended to be granted unto Deed Trustee or Beneficiary as the case may be, their respective successors and assigns, forever, for the uses and purposes herein set forth for the benefit of Beneficiary, until the Mortgage Indebtedness is fully paid and the Obligations are fully performed.

IN TRUST NEVERTHELESS upon the terms and trust herein set forth for the benefit and security of Beneficiary.

8707160090

VOL 715 PAGE 10

Grantor represents, warrants, covenants and agrees to and with Beneficiary as follows:

1. Certain Definitions. (a) Capitalized terms not otherwise defined in this Deed of Trust shall have the respective meanings assigned thereto in the Indenture.

(b) As used in this Deed of Trust the following terms have the following respective meanings:

"Alteration": as defined in Section 43.

"Appraised Value": as defined in the Indenture.

"Awards": as defined in the Granting Clauses.

"Beneficiary": as defined in the heading.

"Deed of Trust": as defined in the heading.

"Deed Trustee": as defined in the heading

"Default": any condition or event which constitutes, or which, after notice or lapse of time or both, would constitute an Event of Default hereunder.

"Equipment": as defined in the Granting Clauses.

"Event of Default": as defined in Section 18.

"Governmental Authority": as defined in the Granting Clauses.

"Grantor": as defined in the heading.

"Ground Lease": that certain lease described in Exhibit A.

"Hazardous Waste": any toxic or hazardous materials or substances, including, without limitation, asbestos.

"Impositions": as defined in Section 6.

"Improvements": as defined in the Granting Clauses.

"Indenture": as defined in the Preliminary Statement.

6707150000

VOL 715 PAGE 11

"Insurance Requirements": as defined in Section 7.

"Issuer": the Grantor, in its capacity as issuer under the Indenture.

"Land": as defined in the Granting Clauses.

"Lease": any lease, sublease or other agreement for the use or occupancy of any space in the Trust Property and every modification, amendment or other agreement relating to such lease or other agreement, and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, provided that the term "Lease" shall not include agreements pursuant to which customers store product with Grantor in the Trust Property.

"Legal Requirements": as defined in Section 5.

"Major Casualty or Condemnation Event": any destruction of or damage to any of the Trust Property by fire or any other casualty, or any condemnation or taking by eminent domain of any of the Trust Property, with respect to which restoration, repair and replacement of the Trust Property in accordance with Section 8 (i) cannot reasonably be completed within 240 days after the occurrence of such event or (ii) would involve aggregate expenditures equal to at least 50% of the Appraised Value of the Trust Property.

"Mortgages": as defined in the Preliminary Statement.

"Mortgage Indebtedness": as defined in the Granting Clauses.

"Mortgage Bonds": as defined in the Preliminary Statement.

"Mortgaged Properties": as defined in the Preliminary Statement.

"Nondisturbance Agreement": as defined in Section 44(e).

6707160000

VOL 715 PAGE 12

"Obligations": as defined in the Granting Clauses.

"Permitted Encumbrances": as defined in Section 2(a).

"Prohibited Lien": as defined in Section 10(a).

"Real Estate": as defined in the Granting Clauses.

"Release Price": as defined in the Indenture.

"Rental": as defined in Section 17(b)(i).

"Rents and Profits": as defined in Section 17(a).

"Required Licenses": all present or future Federal, state or local governmental consents, approvals, licenses, certificates of need, permits, certifications or other authorizations applicable to Grantor or the Trust Property and necessary for the operation of the Trust Property as required by Section 2(f) hereof.

"Security; Outstanding": as defined in the Indenture. Each Mortgage Bond is a Security.

"Structural Alteration": as defined in Section 43.

"Tenants": as defined in Section 17(b)(i).

"Total Taking": a condemnation or taking by eminent domain of (i) all the Trust Property or (ii) a substantial portion of the Trust Property which renders the remaining portion of the Trust Property unsuitable, in the reasonable judgment of Beneficiary, for continued use as required by Section 2(f).

"Trust Property": as defined in the Granting Clauses.

"Trustee": the Beneficiary in its capacity as Trustee under the Indenture.

2. Particular Covenants, Representations and Warranties of Grantor. (a) Grantor covenants with Beneficiary that it is seized of the Real Estate in fee simple except as to Parcel G, situate in Skagit County, in which Grantor is seized of an indefeasible leasehold estate and that it has the full right, power and authority to convey

8707160090

VOL 715 PAGE 13

9

and transfer the same to Deed Trustee for the uses and purposes set forth in this Deed of Trust, that it has good and marketable title to the Trust Property free of all encumbrances and that it will warrant and defend the title to the Trust Property against the claims of all persons whomsoever, subject only to the covenants, restrictions, reservations, conditions and easements set forth in Exhibit C attached hereto and made a part hereof (the "Permitted Encumbrances"). Except as specifically disclosed on Exhibit C, no third party has any purchase option or other right to acquire any of the Trust Property. Grantor represents and warrants that this Deed of Trust creates a valid first lien on the Trust Property, subject only to the Permitted Encumbrances. Grantor shall (i) preserve such title and the validity and priority of the lien hereof and shall forever warrant and defend the same to Beneficiary against the claims of all and every person or persons, corporation or corporations and parties whomsoever claiming or threatening to claim the same or any part thereof, and (ii) make, execute, acknowledge and deliver all such further or other documents, instruments or assurances, and cause to be done all such further acts and things as may at any time hereafter be desired or required by Beneficiary to protect fully the lien of this Deed of Trust.

(b) Grantor shall duly and punctually pay or cause to be paid the Mortgage Indebtedness at the times and places and in the manner specified in the Mortgage Bonds and the Indenture and this Deed of Trust and shall perform all the conditions, covenants and obligations (including the Obligations) on the part of Grantor to be performed hereunder or thereunder.

(c) Grantor is duly authorized to execute and deliver this Deed of Trust and all corporate and governmental consents, actions, authorizations and approvals necessary or required therefor have been duly and effectively taken or obtained. Neither the execution, delivery or performance by Grantor of this Deed of Trust, nor compliance by Grantor herewith, (i) will conflict with or result in a breach of or constitute a default under (A) the charter or by-laws of Grantor, (B) any judgment, statute, rule, order, decree, writ, injunction or regulation of any Governmental Authority or (C) any agreement or instrument to which Grantor is a party or by which Grantor is or may be bound or (ii) will result in the creation or imposition of any lien upon any of the Mortgaged Properties other than pursuant to the Mortgages. This Deed of Trust, the Mortgage Bonds and

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VOL 715 PAGE 14

the Indenture are legal, valid, binding and enforceable obligations of Grantor.

(d) Grantor has full power and lawful authority to execute and deliver this Deed of Trust and to transfer the Trust Property in accordance with this Deed of Trust.

(e) Grantor will not partition the Trust Property.

(f) Grantor shall continue to operate the Trust Property as a refrigerated warehouse facility including appurtenant office use.

(g) Grantor will use its best efforts to maximize multimodal access to and egress from the Trust Property and will timely perform and observe all of the material terms, covenants and conditions required to be performed and observed by Grantor under all agreements with railroad and/or railway companies or other parties with respect to rail service or other forms of access to and egress from the Trust Property and renew all such agreements on the best terms available upon their expiration.

3. Proper Care and Use; Inspection; Hazardous Waste.

(a) Grantor shall:

(i) not abandon the Trust Property;

(ii) put, keep and maintain the Trust Property and the abutting grounds, sidewalks, roads, parking areas and landscape areas in good and clean order and condition consistent with first-class practices in the industry, and, to the extent reasonably necessary for the operation of the property or required by law, free from snow and ice;

(iii) promptly make all necessary repairs, renewals and replacements to the Trust Property, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen;

(iv) not commit or suffer waste with respect to the Trust Property;

6707160090

VOL 715 PAGE 15

(v) not commit or suffer any act to be done in or upon the Trust Property in violation of any law, ordinance or regulation;

(vi) refrain from impairing or diminishing the value or integrity of the Trust Property or the security value of this Deed of Trust;

(vii) not remove or demolish any of the Improvements or Equipment (except that Grantor may remove or demolish Equipment in the ordinary course of business provided that such Equipment is promptly replaced with similar Equipment of a quality at least equal to that of the Equipment removed or demolished);

(viii) not make or permit to be made any Alterations to any of the Trust Property other than in accordance with Section 43; and

(ix) not make, suffer or permit any nuisance to exist on any of the Trust Property.

(b) Beneficiary and any persons authorized by Beneficiary shall have the right to enter and inspect the Trust Property at all reasonable times (which, in the absence of a Default, shall be deemed to be normal business hours) upon reasonable notice (which, in the absence of a Default, shall be deemed to be at least two days' advance notice). If a Default or Event of Default shall have occurred and be continuing or in the event of an emergency, Beneficiary and any persons authorized by Beneficiary may (without being obligated to do so) enter or cause entry to be made upon the Real Estate and repair and/or maintain same as Beneficiary may reasonably deem necessary or advisable, and may (without being obligated to do so) make such expenditures and outlays of money as Beneficiary may deem reasonably appropriate for the preservation of the Trust Property. All expenditures and outlays of money made by Beneficiary pursuant hereto, together with interest thereon from the date of payment at the interest rate applicable under the Mortgage Bonds, shall be added to the Mortgage Indebtedness. All such expenditures and outlays of money, together with all interest thereon as aforesaid, shall be (i) a lien on the Trust Property secured hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust and (ii) payable on demand.

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VOL 715 PAGE 16

(c) Grantor shall (i) not cause and use due diligence not to permit any Hazardous Waste to be placed, held, located, released, transported or disposed of on, under or at the Trust Property (other than Hazardous Waste dealt with in full and complete compliance with all Legal Requirements), (ii) contain or remove, at Grantor's sole cost and expense, any Hazardous Waste on, under or at the Trust Property if, as and when containment or removal is required under any Legal Requirement or the standards observed by prudent, responsible owners of comparable properties and, whether or not so required, any containment or removal of Hazardous Waste on, under or at the Trust Property shall be performed in compliance with any Legal Requirements or, in the absence of Legal Requirements, the standards observed by prudent, responsible owners of comparable properties and (iii) provide Beneficiary with written notice, within 10 days, of any of the following: (A) upon Grantor's obtaining knowledge of the presence, or any actual or threatened release, of any Hazardous Waste, on under or at the Trust Property, (B) upon Grantor's receipt, or upon Grantor's obtaining knowledge of the receipt by any Affiliate or tenant of Grantor, of any written notice from any Federal, state or local governmental authority regarding Hazardous Waste on, under or at the Trust Property, or (C) upon Grantor's obtaining knowledge of the incurrence of any cost or expense by any Federal, state or local governmental authority in connection with the assessment, containment or removal of any Hazardous Waste at or from the Trust Property, or of the recording of any lien on the Trust Property by any such governmental authority in connection with any Hazardous Waste on, under or at the Trust Property. The provisions of this Section 3(c) shall likewise be applicable in connection with any and all other real property sites, other than the Trust Property, in which Grantor owns fee simple title or leasehold title (the "Other Property or Properties"), if a lien may be recorded on the Trust Property by the aforementioned governmental authority in connection with Hazardous Waste on, under or at the Other Property or Properties.

4. Compliance. Grantor shall comply with any and all obligations affecting the Trust Property, including, without limitation, all easements, rights-of-way, covenants, restrictions and conditions now or hereafter of record, and all Leases and other agreements. Grantor shall have the right, at Grantor's sole cost and expense, to contest the validity of any such obligations affecting the Trust Property by appropriate legal proceedings, but such right shall not be deemed or construed in any way as

8707160020

VOL 715 PAGE 17

relieving, modifying or extending Grantor's covenant to comply therewith as provided in this Section 4, unless Grantor has given prior written notice to Beneficiary of Grantor's intent so to contest and unless (a) the legal proceedings shall operate conclusively to prevent the sale or forfeiture of the Trust Property, or any part thereof, for failure to comply with such obligations prior to final determination of such proceedings, (b) if during such contest a lien or cloud on title shall exist with respect to any of the Trust Property, Grantor shall provide Beneficiary with a good and sufficient bond from a surety company reasonably satisfactory to Beneficiary or other security reasonably satisfactory to Beneficiary in an amount equal to the aforesaid lien or cloud on title or, if the amount thereof is uncertain, in an amount reasonably satisfactory to Beneficiary, and (c) Beneficiary shall not be subject either to civil or criminal liability for any failure by Grantor to comply with such obligations during the pendency of such contest.

5. Requirements. Grantor, at Grantor's sole cost and expense, shall promptly comply with, or cause to be complied with, and conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements pertaining to the Trust Property and the operation of the Trust Property as required by Section 2(f) hereof, including all Required Licenses, any applicable health, sanitary, environmental, Hazardous Waste, zoning, building, fire, occupational health and safety, use, land use and other laws, ordinances, rules or regulations, and any certificates of occupancy, which may be applicable to Grantor or to any of the Trust Property, or to the ownership, use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Trust Property (collectively, the "Legal Requirements"). Grantor shall have the right, at Grantor's sole cost and expense, to contest or object to the validity of any Legal Requirements by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to comply therewith as provided in this Section 5, unless Grantor has given prior written notice to Beneficiary of Grantor's intent so to contest and unless (a) the legal proceedings shall operate conclusively to prevent the sale or forfeiture of the Trust Property, or any part thereof, or the termination or revocation of any Required License, for failure to comply with such Legal Requirements prior to final determination of such proceedings, (b) if during such contest a lien or cloud on title

8707160090

VOL 715 PAGE 18

shall exist with respect to any of the Trust Property, Grantor shall provide Beneficiary with a good and sufficient bond from a surety company satisfactory to Beneficiary or other security reasonably satisfactory to Beneficiary in an amount equal to the aforesaid lien or cloud on title or, if the amount thereof is uncertain, in an amount reasonably satisfactory to Beneficiary, and (c) Beneficiary shall not be subject either to civil or criminal liability for any failure by Grantor to comply with such Legal Requirements during the pendency of such contest. Not later than 30 days prior to the expiration date of any Required License, Grantor shall, if Beneficiary shall so request, deliver to Beneficiary (i) a renewal of such Required License or (ii) other evidence satisfactory to Beneficiary that such Required License will be renewed prior to its expiration; provided that, in the case of clause (ii), Grantor shall deliver to Beneficiary the renewal of such Required License not later than the expiration date thereof. Such renewal shall be accompanied by an Officers' Certificate of Grantor certifying that the Required License evidenced thereby complies with the requirements of this Section 5.

6. Payment of Impositions. (a) Grantor shall pay and discharge before the last date payment may be made without the imposition of interest or a penalty all taxes of every kind and nature (including, without limitation, all real, personal property, income, franchise, withholding, profits and gross receipts taxes), all charges for any easement or agreement maintained for the benefit of any of the Trust Property, all general and special assessments, levies, permits, and inspection and license fees, all water and sewer rents and charges and all other public charges whether of a like or different nature, even if unforeseen or extraordinary, imposed upon or assessed on or against Grantor or any of the Trust Property, together with any interest or penalties on any of the foregoing (all the foregoing being hereinafter collectively referred to as the "Impositions"). Grantor shall have the right, at Grantor's sole cost and expense, to contest or object to the amount or validity of any Impositions by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay such Impositions at the time and in the manner provided in this Section 6, unless Grantor has given prior written notice to Beneficiary of Grantor's intent so to contest or object and unless (i) such legal proceedings shall operate conclusively to prevent the sale or forfeiture of the Trust Property, or any part thereof, to satisfy such Impositions, or the termination or revocation of any

8707160090

VOL 715 PAGE 19

Required License, prior to final determination of such proceedings and (ii) Grantor shall furnish a good and sufficient bond from a surety company satisfactory to Beneficiary or other security reasonably satisfactory to Beneficiary in the amount of the Impositions which are being contested plus any interest and penalty which may be imposed thereon and which could become a lien against the Trust Property. Subject to the foregoing, and if Beneficiary shall so request, Grantor shall deliver to Beneficiary receipts evidencing the payment of all Impositions.

(b) Beneficiary shall have the right, after demand to Grantor, to pay any Imposition on or after the last date payment of such Imposition may be made without imposition of interest or a penalty (subject to Grantor's right to contest such Imposition as hereinbefore provided), and to add the amount so paid, together with interest thereon from the date of such payment at the interest rate applicable under the Mortgage Bonds, to the Mortgage Indebtedness and nothing herein contained shall affect such right and such remedy. Any sums paid by Beneficiary in discharge of any Impositions, together with all interest thereon as aforesaid, shall be (i) a lien on the Trust Property secured hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust, and (ii) payable on demand.

(c) Grantor shall not claim, demand or be entitled to receive any credit or credits towards the satisfaction of this Deed of Trust or on any interest payable thereon for any taxes assessed against the Trust Property or any part thereof, and shall not claim any deduction from the taxable value of the Trust Property by reason of this Deed of Trust.

(d) If an Event of Default hereunder shall have occurred and be continuing, Grantor upon Beneficiary's request shall pay to Beneficiary an amount equal to one-twelfth of the annual Impositions reasonably estimated by Beneficiary so that Beneficiary shall have sufficient funds to pay the Impositions on the first day of the month preceding the month in which they become due. In such event, Grantor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and provided Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 6, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary.

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VOL 715 PAGE 20

If at any time and for any reason the funds deposited with Beneficiary shall be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 6. Beneficiary may commingle said funds with its own funds, and Grantor shall be entitled to no interest thereon. If amounts collected by Beneficiary under this paragraph (d) exceed amounts necessary in order to pay Impositions, Beneficiary may impound or reserve for future payment of Impositions such portion of such excess payments as Beneficiary in its absolute discretion may deem proper. Should Grantor fail, in the case of any Impositions, to deposit with Beneficiary sums sufficient to pay such Impositions in full at least 30 days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation to do so, advance any amounts required to make up the deficiency. All such advances, together with interest thereon from the date of payment thereof at the interest rate applicable under the Mortgage Bonds, shall be added to the Mortgage Indebtedness. All such advances, together with interest thereon as aforesaid, shall be (i) a lien on the Trust Property secured hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust and (ii) payable on demand. In addition, Beneficiary may, without making any advance whatever, apply any sums held by it upon any obligation of Grantor secured hereby to the payment of such Impositions.

7. Insurance; Restoration Obligation. (a) Grantor shall (i) keep the Real Estate (A) insured, in an amount not less than the full replacement cost thereof, against loss or damage by fire, lightning, vandalism, windstorm, tornado, malicious mischief and theft and by such other further and additional risks and hazards as now are or hereafter may be covered by extended coverage and "all risk" endorsements, (B) insured, in an amount not less than the full replacement cost thereof, against loss or damage by any other risk commonly insured against by persons occupying or using like properties in the locality in which the Real Estate is situated, (C) insured by a policy of business interruption and/or loss of rental insurance covering at least 12 months of loss, and (D) insured, in an amount not less than the full replacement cost thereof, by a policy of

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VOL 715 PAGE 21

boiler and machinery insurance or by a policy of general property insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment, provided that the Improvements contain equipment of such nature, and insurance covering at least 12 months of loss of occupancy or use arising from the breakdown of such machinery, (ii) keep the Equipment insured, in an amount not less than the full replacement cost thereof, against loss or damage by fire, lightning, vandalism, windstorm, tornado, malicious mischief, and theft and by such other further and additional risks as now or hereafter may be covered by extended coverage and "all risk" endorsements, (iii) obtain and maintain (A) comprehensive public liability insurance against claims for personal injury including, without limitation, bodily injury, death or property damage occurring on, in or about the Trust Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than \$30,000,000 (combined single limit for personal injury or death to one or more persons or damage to property), and (B) statutory workers' compensation insurance for all employees of Grantor engaged on or with respect to the Trust Property in such amounts as are required to be maintained by law, (iv) to the extent the Land lies within an area delineated on a Flood Insurance Rate Map, or otherwise identified by the Director of the Federal Emergency Management Agency or such Director's successor, as a special flood hazard area, keep the Real Estate insured under a policy of flood insurance in an amount not less than the full replacement cost thereof, unless such coverage becomes no longer available either with respect to properties of this type or at commercially reasonable premium rates, but in no event less than the maximum amount of coverage available and required under the National Flood Insurance Act of 1968, as amended, (v) prior to the commencement of any Alterations to or restoration of the Trust Property and until completion thereof:

(A) contractor's comprehensive and motor vehicle liability insurance naming Grantor as an insured and Beneficiary, and the general contractor and construction manager, if any, as additional named insureds, for a combined single limit of not less than \$5,000,000 for personal injury, including bodily injury and death, and property damage, such insurance to include operations premises liability, contractor's protective liability on the operations of all subcontractors, completed operations, contractual liability (designating the indemnity provisions of all construction contracts), and motor vehicle liability for all vehicles owned or leased by Grantor and for all vehicles owned or leased by

8707150020

VOL 715 PAGE 22

10

contractors or subcontractors, and, if the contractor is undertaking foundation, excavation or demolition work, an endorsement that such operations are covered and that the "XCU Exclusions" have been deleted; and (B) builder's risk insurance (standard "all risk" or equivalent coverage) written on a completed value (non-reporting) basis, naming Grantor as an insured and the general contractor and construction manager, if any, and all subcontractors employed by Grantor or the general contractor and construction manager, if any, as additional named insureds, as their respective interests may appear, containing a written acknowledgement (annexed to the policy) by the insurance company that its right of subrogation has been waived with respect to Beneficiary and all of the insureds named in such policy and an endorsement stating that "permission is granted to complete and occupy", and if any off-site storage location is used, covering, for full insurable value, all materials and equipment on or about any such off-site storage location intended for use with respect to the Alterations or restoration; and (vi) maintain with respect to the Trust Property such other insurance against loss or damage of the kinds from time to time customarily insured against by persons owning property similar to the Trust Property in the geographic area in which the Trust Property is located, in such amounts as are customary for prudent owners of like properties. The "replacement cost" of the Real Estate and Equipment for purposes of the foregoing insurance requirements shall be determined annually by an insurer, independent insurance broker or other qualified appraiser selected and paid by Grantor. Each insurance policy (other than flood insurance written under the National Flood Insurance Act of 1968, as amended, in which case to the extent available) shall (i) be noncancelable (which term shall include any reduction in the scope or limits of coverage) without at least 30 days' prior written notice to Beneficiary, (ii) except in the case of workers' compensation and comprehensive public liability insurance, be endorsed to name Beneficiary as its interest may appear, with loss payable to Beneficiary, without contribution, under a standard New York mortgagee clause (or equivalent), and in the case of comprehensive public liability insurance be endorsed to name Beneficiary as an additional named insured, and provide that all insurance proceeds for losses in excess of \$1,500,000 be adjusted only with the approval of, and be payable to, Beneficiary and that proceeds for losses less than \$1,500,000 be adjusted only by and be payable to Grantor, (iii) in the case of property insurance, provide for deductibles not to exceed \$250,000, (iv) be written by companies having an Alfred M.

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VOL 715 PAGE 23

Best Company, Inc., rating of A or higher and a financial size category of not less than VIII, or otherwise approved by Beneficiary, and (v) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim, deduction or subrogation against Grantor. If said insurance or any part thereof shall expire, be withdrawn, become void by breach of any condition thereof by Grantor or by any lessee of any part of the Trust Property or otherwise, or become void or unsafe by reason of the failure or impairment of the capital of any insurer, or if for any other reason whatsoever said insurance shall become unsatisfactory to Beneficiary in its judgment, Grantor shall immediately obtain new or additional insurance complying with the requirements of this Deed of Trust. Grantor shall not take out any separate or additional insurance which is contributing in the event of loss unless it is properly compatible with all other insurance carried by Grantor.

(b) Grantor shall (i) pay as they become due all premiums for such insurance, and (ii) not later than 30 days prior to the expiration of each policy to be furnished pursuant to the provisions of this Section 7, deliver a valid certificate of insurance (or if such certificate is not then available, a renewal binder), evidencing a renewed policy or policies marked "premium paid", or accompanied by other evidence of payment satisfactory to Beneficiary. Such certificate of insurance (or renewal binder) shall be accompanied by an Officers Certificate certifying that the insurance coverage evidenced thereby complies with the requirements of this Section 7.

(c) If Grantor shall be in default of its obligations so to insure or deliver any such prepaid certificate of insurance or renewal binder, then Beneficiary, at Beneficiary's option and without prior notice, may effect such insurance from year to year, and pay the premium or premiums therefor. All such premiums, together with interest thereon from the date of payment thereof at the interest rate applicable under the Mortgage Bonds, shall be added to the Mortgage Indebtedness. All such premiums, together with interest thereon as aforesaid, shall be (i) a lien on the Trust Property secured hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust and (ii) payable on demand.

8707160090

VOL 715 PAGE 24

(d) Grantor promptly shall comply with and conform to (i) all provisions of each such insurance policy and (ii) all requirements of the insurers thereunder applicable to Grantor or to any of the Trust Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Trust Property (collectively the "Insurance Requirements"). If Grantor shall use any of the Trust Property in any manner which would permit the insurer to cancel any insurance policy, Grantor immediately shall obtain a substitute policy satisfactory to Beneficiary to be effective at or prior to the time of any such cancellation.

(e) If the Trust Property, or any portion thereof, shall be destroyed or damaged by fire or any other casualty, whether insured or uninsured, Grantor shall, except as provided below, promptly thereafter commence and diligently pursue to completion the restoration, repair and replacement of the Trust Property or such portion thereof regardless of the amount of proceeds of insurance which is available to Grantor. Grantor shall give immediate notice to Beneficiary of any such destruction or damage resulting in a loss in excess of \$500,000, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for any loss in excess of \$1,500,000 directly to Beneficiary. In the case of any loss of less than \$1,500,000 and provided no Default or Event of Default hereunder shall have occurred and be continuing, Grantor shall have the right to adjust such loss independently of Beneficiary, and available insurance proceeds, less all costs and expenses of Beneficiary in collecting such proceeds, shall be paid directly to and applied by Grantor to the repair, restoration and replacement of the Trust Property. Beneficiary shall participate in the adjustment of any loss in excess of \$1,500,000. The insurance proceeds or any part thereof received by Beneficiary may be applied by Beneficiary toward reimbursement of all costs and expenses of Beneficiary in collecting such proceeds, and the balance shall be applied in the following order: (i) first, to the payment of the Mortgage Indebtedness which has become due and remains unpaid and to fulfill any covenant herein or any other Obligation of Grantor secured hereby; (ii) second, to the restoration and repair of the Trust Property in accordance with the provisions of Section 8; and (iii) third, if no Default or Event of Default shall have occurred and be continuing, the balance shall be paid to Grantor, and if a Default or Event of Default shall have occurred and be continuing, the balance shall be held by Beneficiary as

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VOL 715 PAGE 25

additional collateral for the Mortgage Indebtedness, to be applied by Beneficiary as provided in this sentence; provided that, if a Major Casualty or Condemnation Event occurs with respect to the Trust Property, Grantor may elect, in lieu of restoring the Trust Property, to prepay the Mortgage Indebtedness in accordance with Section 3.01(d) of the Indenture; and provided further that, if the conditions to the restoration of the Trust Property set forth in Section 8 are not satisfied, Grantor shall prepay the Mortgage Indebtedness in accordance with Section 3.01(d) of the Indenture. In the event of any prepayment of the Mortgage Indebtedness pursuant to the immediately preceding sentence, Beneficiary shall make the insurance proceeds or any part thereof received by Beneficiary, after reimbursement of all costs and expenses of Beneficiary in collecting such proceeds, available for such purpose.

(f) The insurance required by this Deed of Trust may, with Beneficiary's consent, be effected by blanket and/or umbrella policies issued to Grantor or an affiliate of Grantor covering the Trust Property and other properties (real and personal) owned or leased by Grantor; provided that any such blanket policy shall specify, except in the case of public liability insurance, the portion of the total coverage afforded under such policy that is available in respect of any occurrence on or about or casualty to the Trust Property and shall in any case comply in all other respects with the requirements of this Section 7.

(g) Any transfer of the Trust Property, by foreclosure or deed in lieu of foreclosure, shall transfer therewith all of Grantor's interest, including any unearned premiums, in all insurance policies then in force covering the Trust Property.

(h) If an Event of Default hereunder shall have occurred and be continuing, Grantor, upon Beneficiary's request, shall pay to Beneficiary an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust on a specified date each month. Upon Beneficiary's request, Grantor shall cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and provided Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 7, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with

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VOL 715 PAGE 26

Beneficiary shall be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 7. Beneficiary may commingle said funds with its own funds and Grantor shall be entitled to no interest thereon. If amounts collected by Beneficiary under this paragraph (h) exceed amounts necessary in order to pay insurance premiums, Beneficiary may impound or reserve for future payment of insurance premiums such portion of such excess as Beneficiary in its absolute discretion may deem proper. Should Grantor fail to deposit with Beneficiary sums sufficient to pay in full such insurance premiums at least 30 days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation to do so, advance any amounts required to make up the deficiency. All such advances, together with interest thereon from the date of payment thereof at the interest rate applicable under the Mortgage Bonds, shall be added to the Mortgage Indebtedness. All such advances, together with interest thereon as aforesaid, shall be (i) a lien on the Trust Property secured hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust and (ii) payable on demand. In addition, Beneficiary may, without making any advance whatever, apply any sums held by it upon any obligation of Grantor secured hereby to the payment of such amounts.

(i) If any insurance coverage required to be maintained by Grantor hereunder (i) becomes unavailable except upon payment of extraordinary premiums and (ii) is no longer customarily required by institutional lenders and obtained by Persons owning or using facilities comparable in class and quality to the Trust Property, then such insurance coverage shall be maintained by Grantor only to the extent that the conditions set forth in clauses (i) and (ii) above are inapplicable.

8. Restoration. (a) Restoration of any of the Trust Property pursuant to the provisions of Section 7 hereof shall be subject to satisfaction of and/or compliance with the following conditions:

(i) the Trust Property shall be capable, in the

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reasonable judgment of Beneficiary, of being restored to an economically viable facility of the class maintained by Grantor immediately prior to such casualty suitable for operation as provided in Section 2(f), without material diminution (in Beneficiary's reasonable judgment) of the security of Beneficiary or the Holders of Mortgage Bonds;

(ii) at least 15 months of the term of the Mortgage Bonds remains, unless Grantor provides evidence reasonably satisfactory to Beneficiary that restoration of the Trust Property can be completed prior to the Maturity Date;

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(iii) any work which would cost more than ~~\$500,000~~ (as reasonably estimated by Beneficiary) shall be conducted under the supervision of a licensed architect or engineer selected by Grantor and approved by Beneficiary (such approval not to be unreasonably withheld or delayed), and in accordance with detailed plans and specifications and detailed cost estimates prepared by such architect or engineer. Prior to the commencement of restoration, the contracts, contractors, architects, plans and specifications for the restoration shall have been approved by Beneficiary (such approval not to be unreasonably withheld or delayed), and Beneficiary shall have the right to require, in its judgment reasonably exercised, an acceptable surety and/or payment and performance bond insuring satisfactory completion of the restoration and the payment of all contractors, subcontractors and materialmen. Within 15 days (which period may be extended as provided below) following Beneficiary's receipt of all the foregoing items with respect to any restoration hereunder, Beneficiary shall notify Grantor whether it approves each such item and, if it disapproves any such item, the reasons therefor; provided that, if any such item cannot reasonably be reviewed within 15 days, Beneficiary shall notify Grantor to such effect within the foregoing 15-day period, and, with respect to such items, such period shall be extended for such longer period as shall be reasonably necessary to review such items;

(iv) at the time of any disbursement of restoration funds held by Beneficiary, (A) no Default or Event of Default hereunder shall have occurred and be continuing, (B) no mechanic's or materialman's liens shall have been filed and remain undischarged, except those

8707150090

VOL 715 PAGE 28

bonded while being contested and those discharged by the disbursement of the requested restoration funds and (C) a satisfactory continuation of title insurance on the Real Estate shall be delivered to Beneficiary;

(v) disbursements of restoration funds held by Beneficiary shall be made monthly in an amount not exceeding the cost of the work completed since the last disbursement (exclusive of customary retainages for each contractor or subcontractor), upon receipt of reasonably satisfactory evidence of the stage of completion and of performance of the work in a good and workmanlike manner and in accordance with the contracts, plans and specifications;

(vi) Beneficiary shall, at all times, be reasonably satisfied that there remain adequate funds to complete the restoration;

(vii) all Required Licenses shall remain in effect during and upon completion of such restoration, and prior to the commencement of restoration, Grantor shall deliver to Beneficiary evidence thereof satisfactory to Beneficiary; provided that, if any Required License is suspended pending completion of restoration, this condition shall be deemed satisfied with respect to such Required License if, prior to commencement of restoration, Grantor provides Beneficiary with evidence reasonably satisfactory to Beneficiary that such Required License will be reinstated upon completion of restoration;

(viii) the restoration shall be conducted in a good and workmanlike manner in conformity with the standards observed by prudent owners of comparable facilities and all Legal Requirements and Insurance Requirements;

(ix) Beneficiary may impose such other reasonable conditions as are customarily imposed by construction lenders on borrowers having a financial position similar to that then existing for Grantor; and

(x) any restoration funds held by Beneficiary remaining after the application thereof in accordance with the provisions hereof shall be paid to Grantor.

(b) Grantor shall pay the cost of the restoration to the extent that it exceeds the amount of insurance proceeds or condemnation proceeds awarded and shall, within

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VOL 715 PAGE 29

five (5) days after any request by Beneficiary, deposit with Beneficiary such additional funds as Beneficiary shall reasonably determine are necessary to pay for such restoration. Any sum so added by Grantor which remains in the restoration fund upon completion of restoration shall be refunded to Grantor.

(c) The administration of the restoration procedures set forth in subsection (a) of this Section 8 may be delegated by Beneficiary to and performed by an independent professional experienced in the administration of such procedures. All reasonable fees, costs and expenses of such professional shall be borne and timely paid by Grantor.

(d) All insurance and condemnation award proceeds held by Beneficiary and any additional amounts deposited with Beneficiary by Grantor in connection with any restoration of the Improvements hereunder shall be invested in:

(i) repurchase obligations of the Beneficiary at all times fully secured by direct and general obligations of the United States of America or obligations guaranteed as to principal and interest by the United States of America;

(ii) direct and general obligations of the United States of America or obligations guaranteed as to principal and interest by the United States of America; or

(iii) commercial paper which is rated "A-1" or better by Standard & Poor's Corporation or "P-1" or better by Moody's Investors Service, Inc., or comparably rated by the successors to such rating organizations;

pending their disposition in accordance with the terms hereof. Grantor shall direct, by written instructions to Beneficiary, the specific investment of such amounts. The certificates or other instruments evidencing all such obligations shall be in the possession of Beneficiary or, if in registered form, registered in the name of Beneficiary or a financial intermediary selected by and acting on behalf of Beneficiary and, if issued in book-entry form, the name of Beneficiary shall appear on the books of the Federal Reserve Bank or other issuing party or agent thereof as the owner of such book-entry securities. Such investments of such funds shall mature in such amounts and on such dates as to ensure that amounts shall be available on the draw dates sufficient

to pay the amounts requested, and due to, Grantor or Beneficiary, as the case may be. Beneficiary shall not be liable for any cost, expense or loss resulting from the liquidation of any such investment. The terms and conditions relating to such deposit and investment shall otherwise be satisfactory to Beneficiary. Interest earned on such proceeds shall be used and applied in the same manner as the proceeds and paid to the same parties who are entitled to receive the proceeds on which it was earned.

9. Condemnation/Eminent Domain. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of the Trust Property, or any portion thereof, Grantor shall notify Beneficiary of the pendency of such proceedings. Except in the case of a Total Taking, Grantor shall be required, to the extent practicable, to restore the Trust Property to the full extent provided by Sections 7(e) and 8 in the case of casualty events. Beneficiary may participate in any such proceedings where the amount in controversy exceeds \$500,000, and Grantor shall from time to time deliver to Beneficiary all instruments requested by it to permit such participation. Grantor shall, at its expense, diligently prosecute any such proceedings and shall consult with Beneficiary, its attorneys and experts and cooperate with it in any defense of any such proceedings. In any case where the amount in controversy is \$500,000 or less, and provided no Default or Event of Default hereunder shall have occurred and be continuing, the award of compensation, less all costs and expenses of Beneficiary (in collecting such amounts, may be paid directly to and applied by Grantor to the restoration of the Trust Property in accordance with Section 8. All awards and proceeds of condemnation in excess of \$500,000 shall be assigned to Beneficiary (and Grantor agrees to execute any such assignments of all such awards as Beneficiary may request) and shall be applied in the following order: (i) first, to the payment of the Mortgage Indebtedness which has become due and remains unpaid and to fulfill any covenant herein or any other Obligation of Grantor secured hereby; (ii) second, to the restoration and repair of the Trust Property in accordance with provisions in Section 8; (iii) third, to the prepayment of the Mortgage Indebtedness in accordance with Section 3.01(d) of the Indenture; and (iv) fourth, if no Default or Event of Default shall have occurred and be continuing, the balance shall be paid to the Grantor and if a Default or Event of Default shall have occurred and be continuing, the balance shall be held by Beneficiary as additional collateral for the Mortgage Indebtedness, to be applied by Beneficiary as

8707150090

VOL 715 PAGE 31

provided in this sentence; provided that, if a Major Casualty or Condemnation Event occurs with respect to the Trust Property, Grantor may elect, in lieu of restoring the Trust Property, to prepay the Mortgage Indebtedness in accordance with Section 3.01(d) of the Indenture; provided further that, if the conditions to the restoration of the Trust Property set forth in Section 8 are not satisfied, Grantor shall prepay the Mortgage Indebtedness in accordance with Section 3.01(d) of the Indenture; and provided further that, in the event of a Total Taking with respect to the Trust Property, Grantor shall prepay the Mortgage Indebtedness in accordance with Section 3.01(d) of the Indenture. In the event of any prepayment of the Mortgage Indebtedness pursuant to the immediately preceding sentence, Beneficiary shall make all awards and proceeds therefrom received by Beneficiary, after reimbursement of all costs and expenses of Beneficiary in collecting such proceeds, available for such purpose.

10. Discharge of Liens, Utilities. (a) Grantor shall not, without the prior written consent of Beneficiary, create, consent to or suffer the creation of any liens, charges or encumbrances (each, a "Prohibited Lien") on any of the Trust Property, whether or not such Prohibited Lien is subordinate to this Deed of Trust, or fail to have any Prohibited Lien which may be imposed without Grantor's consent discharged and satisfied of record within 30 days after it is imposed, except those liens bonded while being contested in accordance with the terms hereof. Grantor shall pay when due all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a Prohibited Lien, except that Grantor shall have the right to contest such claims or demands, provided that Grantor shall furnish a good and sufficient bond from a surety company satisfactory to Beneficiary or other security as requested by and found satisfactory to Beneficiary. This section is not intended to apply to Impositions, which shall be paid as provided in Section 6.

(b) Grantor shall pay when due all utility charges which are incurred by it for gas, electricity, water or sewer services and all other assessments or charges of a similar nature, whether public or private and whether or not such assessments or charges are liens on the Trust Property.

11. Books and Records, Financial Statements, Reports and Other Information. (a) Books and Records. Grantor will keep proper books of record and account, in

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VOL 715 PAGE 32

which full, true and correct entries shall be made of all material transactions of or in relation to this Deed of Trust and the Trust Property and the business and affairs of Grantor relating to the Trust Property. Beneficiary and its authorized representatives shall have the right at reasonable times (which, in the absence of a Default, shall be deemed to be normal business hours) to examine the books and records of Grantor relating to the operation of the Trust Property.

(b) Certificates as to No Default. Within 15 days after any request by Beneficiary therefor (which requests shall not be made with unreasonable frequency), Grantor will furnish to Beneficiary an Officers' Certificate, stating that in the ordinary course of the performance by each of the signers of his duties as an officer of the Grantor he either would normally obtain knowledge and has made due inquiry as to the existence of any condition or event which would constitute a Default or an Event of Default hereunder and certifying that to the best of his knowledge there is no such condition or event or, if any such condition or event exists, specifying each such Default or Event of Default and the nature and status thereof and what action Grantor is taking or proposes to take with respect thereto.

(c) Notices. Grantor agrees promptly to give notice to Beneficiary of:

(i) the occurrence of any Default or Event of Default;

(ii) any (A) default (after any applicable grace period has expired) under any provision of any security issued by Grantor or of any agreement, instrument or undertaking to which Grantor is a party or by which it or any of its property is bound or (B) litigation, investigation or proceeding which may exist at any time between Grantor (or any general partner thereof) and any Person, which default or litigation, if adversely determined, could have a material adverse effect on the business, operations or condition, financial or otherwise, of Grantor (or any general partner thereof) or any Trust Property;

(iii) any litigation or proceeding affecting Grantor in which the amount involved is \$1,000,000 or more and is either not covered by insurance or is covered by insurance as to which the insurer has disclaimed

8707150000

VOL 715 PAGE 33

liability or in which injunctive or similar relief is sought; or

(iv) the loss, nonrenewal, revocation or other termination of any Required License, or the receipt of written notice from any relevant governmental authority that any such action may be taken, and the reasons therefor.

Each notice given pursuant to this Section 11(c) shall be accompanied by an Officers' Certificate setting forth details of the occurrence referred to therein and stating what action, if any, Grantor proposes to take with respect thereto.

(d) Other Information. Grantor will within a reasonable time after written request by Beneficiary, furnish or cause to be furnished to Beneficiary, in such manner and in such detail as may be reasonably requested by Beneficiary, additional information with respect to the Trust Property.

12. Estoppel Certificates. From time to time, within 10 days after a request of Beneficiary, Grantor shall furnish a written statement, signed and, if requested, acknowledged, setting forth the amount of the Mortgage Indebtedness which the Grantor acknowledges to be secured hereby, specifying any claims of offset or defense which Grantor asserts against the Mortgage Indebtedness secured hereby or any Obligations, and, at the request of Beneficiary, the then state of facts relevant to the condition of the Trust Property; furthermore, upon like request from Grantor, Beneficiary shall furnish a written statement signed and, if requested, acknowledged, setting forth the amount of the Mortgage Indebtedness which Beneficiary claims to be secured hereby, and, to Beneficiary's knowledge, any other fact relevant to the status of performance of the Obligations known to Beneficiary and reasonably requested by Grantor.

13. Expenses. Grantor shall pay, together with any interest or penalties imposed in connection therewith, all expenses incident to the preparation, execution, acknowledgment, delivery and/or recording of this Deed of Trust, including all filing, registration or recording fees and all Federal, state, county and municipal, internal revenue or other stamp taxes and other taxes, duties, imposts, assessments and charges now or hereafter required by any Federal, state, county or municipal government or governmental authority in connection therewith.

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VOL 715 PAGE 34

14. Beneficiary's Costs and Expenses. Upon the occurrence of any Default or Event of Default hereunder or the exercise by Beneficiary of any of Beneficiary's rights hereunder, or if any action or proceeding be commenced, to which action or proceeding Beneficiary is or becomes party or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, or if the taking, holding or servicing of this Deed of Trust by Beneficiary is alleged to subject Beneficiary to any civil fine, or if Beneficiary's review and approval of any document or other matter is requested by Grantor or required by Beneficiary, all reasonable costs, expenses and fees incurred by Beneficiary in connection therewith (including any civil fines and reasonable attorneys' fees and disbursements), together with interest thereon at the interest rate applicable under the Mortgage Bonds, shall be added to the Mortgage Indebtedness secured hereby. All such amounts, together with interest thereon as aforesaid, shall be (i) secured by a lien on the Trust Property encumbered hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust and (ii) payable on demand. In any action to foreclose this Deed of Trust, or to recover or collect the Mortgage Indebtedness, the provisions of this Section 14 with respect to the recovery of costs, disbursements and allowances shall prevail unaffected by the provisions of any law with respect to the same to the extent that the provisions of this Section 14 are not inconsistent therewith or violative thereof.

15. Beneficiary's Right To Perform. If any Default or Event of Default hereunder shall have occurred and be continuing, Beneficiary, without waiving or releasing Grantor from any obligation or default under this Deed of Trust, may (without being obligated to do so) at any time (with prior written notice to Grantor) perform the same, and the cost thereof, together with interest at the interest rate applicable under the Mortgage Bonds, shall be added to the Mortgage Indebtedness secured hereby. All such amounts, together with interest thereon as aforesaid, shall be (i) secured by a lien on the Trust Property encumbered hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust and (ii) payable on demand. No payment or advance of money by Beneficiary under this Section 15 shall be deemed or construed to cure Grantor's default or waive any right or remedy of Beneficiary hereunder.

8707160020

VOL 715 PAGE 35

16. Further Assurances. Grantor agrees, upon demand of Beneficiary, to do any act or execute any additional documents (including, without limitation, security agreements on any personalty included or to be included in the Trust Property) as may be reasonably required by Beneficiary to confirm the lien of this Deed of Trust.

17. Assignment of Rents. (a) As of the date of this Deed of Trust, as security in addition to the property described in this Deed of Trust, Grantor hereby assigns to Beneficiary the rents, royalties, issues, profits, revenues and other benefits arising from the Trust Property, excluding accounts receivable arising from sales of goods from or storage of product on the Trust Property, accrued prior to appointment of a receiver pursuant to Section 19 hereof or foreclosure by power of sale pursuant to Section 20 hereof, (the "Rents and Profits"). If an Event of Default hereunder shall have occurred, Beneficiary may receive and collect the Rents and Profits personally or through a receiver so long as any such Event of Default shall exist and during pendency of any foreclosure proceedings and during any redemption period, and Grantor agrees to consent to a receiver if this is believed necessary or desirable by Beneficiary to enforce its rights under this Section 17. The collection of Rents and Profits by Beneficiary shall in no way waive the right of Beneficiary to foreclose this Deed of Trust upon the occurrence of any Event of Default hereunder.

(b) During the term hereof, Grantor specifically and presently hereby irrevocably assigns, transfers and sets over to Beneficiary and grants to Beneficiary, subject to the terms and conditions hereof, all of Grantor's estate, right, title, interest, claim and demand as landlord in and to all existing Leases, if any, and all other Leases hereafter entered into, if any (including all extensions of the terms of such Leases), and all rent and other sums payable thereunder as follows, subject only to the provisions of paragraphs (c), (d)(i) and (e) below:

(i) the immediate and continuing right to receive and collect all amounts payable by all tenants (the "Tenants") or other parties pursuant to the Leases ("Rental"), including, without limitation, (A) all rents, charges, income, revenues, issues, profits, insurance proceeds, condemnation awards and other payments, tenders and security payable to or receivable by Grantor under the Leases, (B) all damages or other amounts payable in the event of any expiration or termination of the Leases pursuant to the terms thereof, by operation of law or otherwise, (C) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Grantor under the

8707150020

VOL 715 PAGE 36

Leases, or otherwise, and (D) any award in the event of the bankruptcy of any Tenant or guarantor of a Lease;

(ii) all claims, rights, powers, privileges and remedies of Grantor, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any Tenant to perform or comply with any term of the Leases;

(iii) all right to take all action upon the happening of a default under the Leases as shall be permitted by the Leases or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of Grantor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to do any and all other acts and things whatsoever which Grantor or any landlord is or may be entitled to do under the Leases.

(c) Any funds received by Beneficiary hereunder, after payment of all proper costs and charges, shall be applied to the Mortgage Indebtedness which has become due and remains unpaid. Beneficiary shall be accountable to Grantor only for moneys actually received by Beneficiary pursuant to this Section 17. The collection of said funds and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect any notice of default hereunder or under any of the other Mortgages or invalidate any act done pursuant to such notice.

(d)(i) So long as no Event of Default shall have occurred, Grantor shall have a license to collect and retain rent and all other sums payable under the Leases, enforce the Tenants' obligations under the Leases and exercise all the rights and remedies of the landlord under the Leases.

(ii) If any Event of Default shall have occurred, the license granted in clause (i) of this Section 17(d) shall immediately cease and terminate, with or without any action or proceeding or the intervention of a receiver appointed by a court, Grantor shall thereupon hold all rentals and other sums then held or thereafter received by Grantor from the ownership and operation of the Trust Property in trust for the benefit of Beneficiary and shall forthwith remit same in their entirety to Beneficiary

8707150020

VOL 715 PAGE 37

or its designee, and Beneficiary or an agent appointed by Beneficiary may, to the fullest extent permitted by the Leases,

(A) exercise any of Grantor's rights under the Leases;

(B) enforce the Leases;

(C) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents or other payments that may then be or may thereafter become due, owing or payable with respect to the Leases; and

(D) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Leases, as fully as allowed or authorized by this Section 17.

(e) Grantor hereby irrevocably authorizes and directs each Tenant, upon receipt of notice from Beneficiary that an Event of Default has occurred, to pay directly to, or as directed by, Beneficiary all rents, issues, profits and any other sums accruing or due under or in connection with its Lease from and after the receipt of such notice. Grantor agrees that any Tenant shall have the right to rely upon the notice from Beneficiary, and shall pay such rents, issues and profits to or as directed by Beneficiary without any obligation to inquire into the actual existence of any Event of Default claimed by Beneficiary, and notwithstanding any notice from or contrary claim by Grantor, and Grantor shall have no right or claim against such Tenants for any rents, issues or profits so paid to Beneficiary. Such rents, issues and profits shall continue to be paid to Beneficiary unless and until the Event of Default which gave rise to the termination of Grantor's license under Section 17(d)(i) is cured to the satisfaction of Beneficiary so long as none of the Mortgage Indebtedness shall then be due and payable, whether at maturity, by declaration or acceleration or otherwise. In the event any such Event of Default is cured as aforesaid and if no other Default or Event of Default shall have occurred, Beneficiary shall direct each Tenant by written notice to resume the payment of all rents, issues or profits accruing or due under its Lease directly to Grantor from and after such Tenant's receipt of such notice from Beneficiary.

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VOL 715 PAGE 38

(f) Grantor at its expense will enforce all material provisions of the Leases in accordance with their terms. Neither this Deed of Trust nor any action or inaction on the part of Beneficiary shall release (i) any Tenant, (ii) any guarantor of any Lease or (iii) Grantor from any of their respective obligations under the Leases or constitute an assumption of any such obligation on the part of Beneficiary. No action or failure to act on the part of Grantor shall adversely affect or limit the rights of Beneficiary under this Deed of Trust or, through this Deed of Trust, under the Leases.

(g) During the term hereof, all rights, powers and privileges of Beneficiary herein set forth are coupled with an interest and irrevocable, subject to the terms and conditions hereof, and Grantor will not take any action under the Leases or otherwise which is inconsistent with this Deed of Trust or any of the terms hereof and any such action inconsistent herewith or therewith shall be void. Grantor will, from time to time, upon request of Beneficiary, execute all instruments and further assurances and all supplemental instruments and take all such action as Beneficiary from time to time may reasonably request in order to perfect, preserve and protect the interests intended to be assigned to Beneficiary hereby.

(h) Grantor hereby agrees that it will not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the Leases in any manner which would violate this Deed of Trust. If the Leases shall be amended as permitted hereby, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

(i) Nothing contained herein shall operate or be construed to (i) obligate Beneficiary to perform any of the terms, covenants or conditions contained in the Leases or otherwise to impose any obligation upon Beneficiary with respect to the Leases (including, without limitation, any obligation arising out of any covenant of quiet enjoyment contained in the Leases in the event that any Tenant shall have been joined as a party defendant in any action by which the estate of such Tenant shall be terminated) or (ii) place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Property.

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18. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") hereunder:

(a) the Grantor defaults in the payment of interest on any Mortgage Bond when the same becomes due and payable, and such default continues for a period of five days;

(b) the Grantor defaults in the payment of the principal of or premium, if any, on any Mortgage Bond when the same becomes due and payable at its stated maturity, upon redemption, upon declaration or otherwise;

(c) failure of Grantor to maintain any insurance required to be maintained in respect of the Trust Property pursuant to Section 7, or any such insurance shall be subject to cancelation, termination or expiration within a period of 30 days (and replacement insurance or a binding commitment to provide such replacement insurance complying with the provisions of Section 7 has not been effected prior to the commencement of such period), or shall be amended or modified so as not to comply with Section 7, except, in each case, as permitted by Section 7;

(d) Grantor shall, directly or indirectly, make or permit to occur any sale, assignment, conveyance, transfer, mortgage, encumbrance or other disposition in violation of Section 42, or incur any Indebtedness not permitted by Section 42, or enter into, amend, renew or extend any Lease in violation of Section 44;

(e) Grantor shall fail to perform or comply with any of the terms of this Deed of Trust (other than any term default in the performance of which or breach of which is specifically dealt with elsewhere in this Section 18) and, in any such case, such failure shall continue for more than 30 days after notice hereunder from Beneficiary to Grantor of such failure; provided that, in the case of any such failure that is susceptible of cure but that cannot with diligence be cured within such 30-day period, if Grantor shall promptly have commenced to cure the same and shall thereafter prosecute the curing thereof with diligence, the period within which such failure may be cured shall be extended for such further period as shall be reasonably necessary for the curing thereof with diligence;

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VOL 715 PAGE 40

(f) any warranty, representation or other statement made by or on behalf of Grantor herein or in any certificate, demand or request made or furnished pursuant to this Deed of Trust shall prove to have been false or misleading in any material respect as of the date when made; provided that, if any such false or misleading representation, warranty or other statement is, in Beneficiary's judgment, reasonably susceptible of cure within 30 days after Grantor has knowledge thereof and has not had, and prior to such cure will not have, any material adverse effect on Beneficiary or on the security for the Mortgage Indebtedness, then such false or misleading representation, warranty or other statement shall not constitute an "Event of Default" if it is cured as of a date within 30 days after there has been given notice hereunder from Beneficiary to Grantor thereof; provided further that, in the case of any such false or misleading representation, warranty or other statement that is, in Beneficiary's judgment, reasonably susceptible of cure but that cannot with diligence be cured within such 30-day period, if Grantor shall promptly have commenced to cure the same and shall thereafter prosecute the curing thereof with diligence, the period within which such failure may be cured shall be extended for such further period as shall be reasonably necessary for the curing thereof with diligence;

(g) an "Event of Default" as defined in any of the Mortgages or in the Indenture;

(h) Grantor shall (i) be generally not paying its debts as they become due, (ii) file, or consent by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation (in connection with a bankruptcy or insolvency proceeding) or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (iii) make an assignment for the benefit of its creditors, (iv) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers over itself or of any material part of its property, (v) be adjudicated insolvent or be liquidated (in connection with a bankruptcy or insolvency proceeding) or (vi) take corporate, partnership, or other action for the purpose of any of the foregoing;

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VOL 715 PAGE 41

31

(i) if a court or governmental authority of competent jurisdiction shall enter an order appointing, without consent by the entity in question, a custodian, receiver, trustee or other officer with similar powers with respect to the Trust Property, or if an order for relief shall be entered in any case or proceeding for liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation (in connection with a bankruptcy or insolvency proceeding) of Grantor, or if any petition for any such relief shall be filed against Grantor, and such petition or order shall not be dismissed within 60 days;

(j) any Required License shall (i) expire and shall not be renewed prior to the date of expiration or (ii) be revoked or terminated by the relevant governmental authority if the loss of such Required License would have a material adverse effect on the Trust Property.

19. Remedies. Upon the occurrence of any Event of Default hereunder, (i) if such event is an Event of Default specified in Section 18(h) or (i) hereof, the Mortgage Bonds and all amounts owing under this Deed of Trust shall automatically and immediately become due and payable and Grantor hereby waives notice of any kind, including, without limitation, notice of default, notice of intent to accelerate and notice of acceleration, and (ii) if such event is any Event of Default (including those specified in Section 18(h) or (i) hereof), Beneficiary may declare the entire Mortgage Indebtedness and all amounts owing under the Mortgages, to be immediately due and payable without presentment, demand, protest or notice of any kind, including, without limitation, notice of default, notice of intent to accelerate and notice of acceleration, and Beneficiary may take such action, without notice or demand, as it deems advisable to protect and enforce Beneficiary's rights against Grantor in and to the Trust Property, including, without limitation, the following actions:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Property, or any part thereof, and as provided in Section 27, to the extent permitted by applicable law, remove Grantor therefrom, and do any acts which it

8707150020

VOL 715 PAGE 42

...ms necessary or desirable to preserve the value, stability or rentability of the Trust Property, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operations and collection including attorneys' fees and expenses, upon the Mortgage Indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Property, the taking of other actions which it deems necessary or desirable, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in the Mortgage Bonds, the Indenture, this Deed of Trust or by law upon the occurrence of any Event of Default hereunder, including the right to exercise the power of sale.

(b) Commence an action to foreclose this Deed of Trust as a lien, appoint a receiver, or specifically enforce any of the covenants hereof.

(c) Elect to foreclose by exercise of the power of sale herein contained.

20. Foreclosure by Power of Sale: Beneficiary may elect to cause the Trust Property or any part thereof to be sold as follows:

(a) Beneficiary may proceed as if all the Trust Property (including the Equipment) were real property in accordance with subparagraph (d) below; or Beneficiary may elect to treat any of the Trust Property (including the Equipment) which consists of a right in action or which is property that can be severed from the Land or the Improvements without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (c) below, separate and apart from the sale of real property.

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VOL 715 PART 43

(b) Beneficiary may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period herein provided or Beneficiary may delay any such sale or other disposition for such period of time as Beneficiary deems to be in its best interest. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interest.

(c) Should Beneficiary elect to cause any of the Trust Property (including the Equipment) to be disposed of as personal property as permitted by subparagraph (a) above, it may dispose of any part thereof in any manner now or hereafter permitted by the Uniform Commercial Code of the State in which the Real Estate is located or in accordance with any other remedy provided by law. Any such disposition may be conducted by an employee or agent of Beneficiary. Both Beneficiary and Grantor shall be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Beneficiary may elect, subject to the provisions of the Uniform Commercial Code of the state in which the Real Estate is located. Expenses of retaking, holding, preparing for sale, selling or the like shall include Beneficiary's reasonable attorneys' fees and legal expenses, and upon such default, Grantor, upon demand of Beneficiary, shall assemble such personal property and make it available to Beneficiary. Beneficiary shall give Grantor at least 10 days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Grantor in the manner provided herein for the mailing of notices, it shall constitute reasonable notice to Grantor.

(d) Should Beneficiary elect to foreclose under power of sale, Beneficiary shall make application to Deed Trustee to foreclose under power of sale herein contained, and it shall be lawful for and the duty of Deed Trustee and he is hereby authorized and empowered, to expose to sale and sell the Trust Property at public auction for cash (subject to the provisions of

8707159090

VOL 715 PAGE 44

Section 23 hereof), after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising of the time and place of such sale in such manner as may then be provided by law. Upon such sale and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale, Deed Trustee may convey title to the purchaser in as full and ample manner as Beneficiary is empowered. Trustee shall be authorized to retain an attorney to represent it in such proceedings. Beneficiary may be and become the purchaser at any sale under this Deed of Trust. At any such sale, Deed Trustee may, at its election, require the successful bidder immediately to deposit with Deed Trustee cash or a certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale.

(e) In the event of a sale or other disposition of the Trust Property, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as default, the giving of notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, sale, purchase, payment of purchase money and other facts affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; any such deed or conveyance shall be conclusive against all persons as to such facts recited therein.

(f) The acknowledgment of the receipt of the purchase money, contained in any deed or conveyance executed as aforesaid, shall be sufficient to discharge the grantee thereunder from all obligations to see to the proper application of such consideration as herein-after provided. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted or rental or lease contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Trust Property free from, and despite the terms of, such grant of easement and rental or lease contract.

8707150020

VOL 715 PAGE 45

(g) Grantor hereby expressly waives any right which it may have to direct the order in which any of the Trust Property shall be sold in the event of any sale or sales pursuant hereto.

21. Proceeds of Sale. (a) The proceeds of any sale of the Trust Property or any part thereof or any interest therein, together with any other moneys at the time held by Beneficiary as part of the Trust Property, shall (except as otherwise provided herein) be applied to pay:

FIRST: the costs and expenses of Beneficiary in enforcing its remedies with respect to the Mortgage Indebtedness or under the Mortgages, including, without limitation, the fees and expenses of Beneficiary's attorneys;

SECOND: the costs and expenses of the sale or of any receiver of any of the Mortgaged Properties or any part thereof appointed pursuant to Section 24;

THIRD: all amounts or principal and interest (and premium, if any) and other amounts at the time due and payable on the Mortgage Indebtedness (whether at maturity or on a date fixed for prepayment or by declaration or acceleration or otherwise); and

FOURTH: the balance, if any, to the Person lawfully entitled to such amounts.

(b) Except as otherwise provided in Section 29 hereof, the purchase money, proceeds or avails of any sale made pursuant to any security agreement contained in this Deed of Trust shall be distributed according to the provisions of the Uniform Commercial Code of the state in which the Real Estate is located.

22. Release. If (a) Grantor shall pay the Mortgage Indebtedness in full in accordance with its terms and the conditions for the satisfaction and discharge of the Indenture have been satisfied or (b) the conditions for the release of this Deed of Trust set forth in Article III or Article VI of the Indenture have been satisfied, this Deed of Trust shall be discharged and satisfied or assigned, at Grantor's option, by Deed Trustee at the expense of Grantor upon its written request to Beneficiary. Concurrently with such satisfaction and discharge or assignment of this Deed of Trust, Deed Trustee, on the written request of and at the expense of Grantor, will execute and deliver such proper instruments of release and satisfaction or assignment

8707160030

VOL 715 PAGE 46

as may reasonably be requested to evidence such release or assignment, and any such instrument, when duly executed by Deed Trustee and duly recorded by Grantor in the places where this Deed of Trust is recorded, shall conclusively evidence the release or assignment of this Deed of Trust.

23. Right of Beneficiary to Credit Sale. Upon any sale or sales made hereunder, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Trust Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Mortgage Indebtedness or other sums secured by this Deed of Trust the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust, and, in such event, this Deed of Trust, the Mortgage Note and documents evidencing expenditures secured hereby shall be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Mortgage Indebtedness as having been paid.

24. Appointment of Receiver. If an Event of Default hereunder shall have occurred and be continuing, Beneficiary as a matter of right and without notice to Grantor, and without regard to the then value of the Trust Property or the interest of Grantor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in Section 19(a) hereof and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Property unless such receivership is sooner terminated.

25. Extension, Release, etc. Without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice, agree to (i) release any person so liable, (ii) extend the

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maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel or portion of the Trust Property, (v) take or release any other or additional security for any obligation herein mentioned or (vi) make compositions or other arrangements with debtors in relation thereto.

26. Remedies Not Exclusive. Beneficiary shall be entitled to enforce payment and performance of the Mortgage Indebtedness or any Obligations and to exercise all rights and powers under this Deed of Trust or any other instrument or agreement or any laws now or hereafter in force, notwithstanding that some or all of the Mortgage Indebtedness and Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Deed Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Deed Trustee or Beneficiary, it being agreed that Deed Trustee and Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Deed Trustee or Beneficiary in such order and manner as Deed Trustee or Beneficiary, as the case may be, may in his or its absolute discretion determine. No remedy herein conferred upon or reserved to Deed Trustee or Beneficiary is intended to be exclusive of any other remedy herein or at law or in equity or by statute provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given to Deed Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Deed Trustee or Beneficiary.

27. Surrender. Upon the occurrence of any Event of Default hereunder and the exercise by Deed Trustee or his agents or attorneys of his right, or Beneficiary or its agents or attorneys of its right to exclude Grantor from all or any part of the Trust Property pursuant to Section 19(a) or Section 24, Grantor agrees, with such notice, if any, as may be required by applicable law, to vacate and surrender possession of the Trust Property to Deed Trustee or Beneficiary, as the case may be, or to a receiver, if any, and in default thereof, to the extent permitted by applicable law, may be evicted by self-help, summary proceedings, ejectment or otherwise.

8707150020

VOL 715 PAGE 48

28. Successor Grantor. In the event ownership of the Trust Property or any portion thereof becomes vested in a person other than the Grantor herein named, Beneficiary may, without notice to the Grantor herein named, whether or not Beneficiary has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Deed of Trust and the Mortgage Indebtedness and in the same manner as with the Grantor herein named, without in any way vitiating or discharging Grantor's liability hereunder or under the Mortgage Indebtedness.

29. Security Agreement Under Uniform Commercial Code. It is the intention of the parties hereto that this Deed of Trust shall constitute a Security Agreement within the meaning of Article 9 of the Uniform Commercial Code of the state in which the Real Estate is located. Notwithstanding the filing of a financing statement covering any of the Trust Property in the records normally pertaining to personal property, all the Trust Property, for all purposes and in all proceedings, legal or equitable, shall be regarded, at Beneficiary's option (to the extent permitted by law), as part of the Real Estate whether or not any such item is physically attached to the Real Estate or serial numbers are used for the better identification of certain items. The mention in any such financing statement of any of the Trust Property shall never be construed as in any way derogating from or impairing this declaration and it is the hereby stated intention of the parties that such mention in any such financing statement is hereby declared to be for the protection of Beneficiary in the event any court shall at any time hold that notice of Beneficiary's priority of interest, to be effective against any third party, including the Federal government and any authority or agency thereof, must be filed in the Uniform Commercial Code records. Pursuant to the provisions of the Uniform Commercial Code, Grantor hereby authorizes Beneficiary, without the signature of Grantor, to execute and file financing and continuation statements if Beneficiary shall determine, in its sole discretion, that such are necessary or advisable in order to perfect its security interest in the Equipment covered by this Deed of Trust, and Grantor shall pay to Beneficiary, on demand, any expenses incurred by Beneficiary in connection with the preparation, execution and filing of such statements that may be filed by Beneficiary.

30. Indemnification; Waiver of Claim. If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Trust Property or any part thereof or interest therein, or the occupancy thereof by Grantor,

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VOL 715 PAGE 49

then Grantor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation (other than that arising solely from Beneficiary's own wilful misconduct or gross negligence), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not such litigation is prosecuted to judgment. If a Default or an Event of Default hereunder shall have occurred, Beneficiary may engage an attorney or attorneys to protect its rights hereunder, and in the event of such engagement, Grantor shall pay Beneficiary attorneys' fees and expenses incurred by Beneficiary, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the occurrence of such Default or Event of Default, and shall be enforceable whether or not an action is actually commenced against Grantor by reason of breach. All attorneys' fees and expenses payable by Grantor to Beneficiary pursuant to this Section 30, together with interest thereon from the date of payment thereof at the interest rate applicable under the Mortgage Bonds, shall be added to the Mortgage Indebtedness. All such attorneys' fees and expenses, together with interest thereon as aforesaid, shall be (i) a lien on the Trust Property secured hereby prior to any right or title to, interest in, or claim upon any of the Trust Property subordinate to the lien of this Deed of Trust and (ii) payable on demand.

31. No Waivers, etc. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor; Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Trust Property, any part of the security held for the obligations secured by this Deed of Trust without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed of Trust or the priority of such lien over any subordinate lien. Beneficiary may resort for the payment of the Mortgage Indebtedness secured by this Deed of Trust to any other security therefor held by Beneficiary in such order and manner as Beneficiary may elect.

32. Waivers by Grantor. If an Event of Default hereunder shall have occurred and be continuing, Grantor hereby waives, to the extent permitted by applicable law, all errors and imperfections in any proceedings instituted

by Beneficiary under this Deed of Trust and all notices of any Event of Default hereunder (except as may be provided for in the terms hereof) or of Deed Trustee's exercise of Beneficiary's election to exercise or its actual exercise of any right, remedy or recourse provided for under this Deed of Trust and all benefit of any present or future statute of limitations or moratorium law or any other present or future law, regulation or judicial decision, nor shall Grantor at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of any such statute, law, regulation or judicial decision which (a) exempts any of the Trust Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, (b) provides for any stay of execution, moratorium, marshaling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisement of any of the Trust Property, (c) requires Beneficiary to institute proceedings in mortgage foreclosure against the Trust Property before exercising any other remedy afforded Beneficiary hereunder upon the occurrence of an Event of Default hereunder, or (d) conflicts with or may affect, adversely to Beneficiary, any provision, covenant or term of this Deed of Trust.

33. Notices. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to or served upon Grantor or Beneficiary by the other, or whenever Grantor or Beneficiary desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect to this Deed of Trust or to the Trust Property, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be deemed to have been sufficiently given or served when delivered by hand or by overnight courier service providing dated evidence of delivery or when sent by registered or certified mail, return receipt requested, postage prepaid, directed to the party to receive the same at its address stated above or at such other address as may be substituted by notice given as provided above.

34. Taxes on Beneficiary. (a) If any Governmental Authority shall levy, assess or charge any tax, assessment or imposition upon this Deed of Trust, the Mortgage Indebtedness, the interest of Beneficiary in the Trust Property, or Beneficiary by reason of or as holder of any of the foregoing, Grantor shall pay all such taxes, assessments and impositions to, for, or on account of Beneficiary (or provide funds to Beneficiary for such

8707160000

VOL 715 PAGE 51

payment) as they become due and payable and on demand shall furnish proof of such payment to Beneficiary. In the event of passage of any law or regulation permitting, authorizing or requiring any such tax, assessment or imposition to be levied, assessed or charged, which law or regulation in the opinion of Beneficiary's counsel may prohibit Grantor from paying such tax, assessment or imposition to or for Beneficiary (and from providing funds to Beneficiary to pay such tax, assessment or imposition), or which shall make such payment by Grantor result in the imposition of interest exceeding the maximum permitted by law, then, at the election of Beneficiary, a portion of the Mortgage Indebtedness equal to the Release Price applicable to the Trust Property shall become immediately due and payable.

(b) In the event of the passage after the date of this Deed of Trust of any law of the jurisdiction in which the Real Estate is located deducting from the value of the Real Estate for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes and imposing a tax, either directly or indirectly, on this Deed of Trust, Beneficiary shall have the right to declare an amount equal to the Release Price applicable to the Trust Property immediately due and payable; provided, however, that such election shall be ineffective if each of Grantor and Beneficiary is exempt from such tax or, if not exempt from such tax, Grantor is permitted by law to pay the whole of such tax (or to provide funds to Beneficiary to pay such taxes) in addition to all other payments required hereunder and if Grantor pays such tax (or provides funds to Beneficiary to pay such tax) when the same is due and payable and agrees in writing to pay such tax when thereafter levied or assessed against the Real Estate.

35. No Modification; Binding Obligations. This Deed of Trust may not be modified, amended, discharged or waived in whole or in part except by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

36. Miscellaneous. As used in this Deed of Trust, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (a) "including" shall mean "including but not limited to"; (b) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage and/or deed of trust"; (d) "obligation" shall mean

8707160000

VOL 715 PAGE 52

"obligation, duty, covenant and/or condition"; and (e) "any of the Trust Property" shall mean "the Trust Property or any part thereof or interest therein". Any act which Beneficiary is permitted to perform hereunder may be performed at any time and from time to time by Beneficiary or any person or entity designated by Beneficiary. Any act which is prohibited to Grantor hereunder is also prohibited to all lessees, managers and operating agents of any of the Trust Property. Each appointment of Beneficiary as attorney-in-fact for Grantor under the Deed of Trust is irrevocable and coupled with an interest. Beneficiary has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction, whenever such consent, approval, acceptance or satisfaction is required hereunder.

37. Captions. The captions or headings at the beginning of each Section hereof are for convenience of reference only and are not a part of this Deed of Trust.

38. Successors and Assigns. The covenants of this Deed of Trust shall run with the land and bind Grantor, the heirs, distributees, personal representatives, successors and assigns of Grantor, and all subsequent or subordinate encumbrances, lessees and sublessees of any of the Trust Property, and shall inure to the benefit of Beneficiary and its successors, assigns and endorsees.

39. Enforceability; Limitation on Interest.
 (a) This Deed of Trust shall be governed by and construed in accordance with the internal laws of the State of New York (except that the provisions hereof relating to the creation, validity, perfection, priority and enforceability of the lien and security interest created by this Deed of Trust, the warranties of title contained herein with respect to the Trust Property and the exercise of remedies granted by this Deed of Trust, shall be governed by and construed in accordance with the internal laws of the state in which the Real Estate is located), without regard to principles of conflict of laws. The Mortgage Bonds and the Indenture shall be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflict of laws. Whenever possible, each provision of this Deed of Trust shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Deed of Trust shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Deed of Trust.

0707150000

VOL 715 PAGE 53

(b) This Deed of Trust and the Mortgage is are hereby limited so that in no contingency, whether by reason of demand for payment of or acceleration of the maturity of any of the Mortgage Indebtedness or otherwise, shall the interest contracted for, charged or received by Beneficiary exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Beneficiary in excess of the maximum lawful amount, the interest payable to Beneficiary shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance Beneficiary shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal balance of the Mortgage Indebtedness and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal of the Mortgage Indebtedness, such excess shall be refunded to Grantor. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal of the Mortgage Indebtedness (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the maximum amount permitted by applicable law.

40. Receipt of Copy. Grantor acknowledges that it has received a true copy of this Deed of Trust.

41. Multisite Real Estate Transaction. Grantor acknowledges that this Deed of Trust and a number of other Mortgages together secure the indebtedness evidenced by the Mortgage Bonds. Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Deed Trustee or Beneficiary of any security for or guarantee upon any of the indebtedness hereby secured, or by any failure, neglect or omission on the part of Deed Trustee or Beneficiary to realize upon or protect any of the indebtedness hereby secured or any collateral security therefor, including the Security Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, exchange, modification or disposition of any of the indebtedness hereby secured or of any of the collateral

8707169090

VOL 715 PAGE 54

security therefor, including the Security Documents or of any guarantee thereof, and Deed Trustee and Beneficiary may in its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any of or all the Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Deed Trustee or Beneficiary's rights and remedies under any of or all the Security Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Deed of Trust and any exercise of the rights or remedies of Deed Trustee or Beneficiary hereunder shall not impair the lien of any of the other Security Documents or any of Beneficiary's rights and remedies thereunder. Grantor specifically consents and agrees that Deed Trustee and Beneficiary and each of them may exercise its rights and remedies hereunder and under the other Security Documents separately or concurrently and in any order that Deed Trustee or Beneficiary may deem appropriate.

42. Transfers, Indebtedness and Subordinate Mortgages. Except as expressly permitted by the Indenture, Grantor will not, directly or indirectly, (i) sell, assign, convey, transfer or otherwise dispose of legal or equitable title to any of the Trust Property or (ii) mortgage, hypothecate or otherwise encumber or grant a security interest in any of the Trust Property.

43. Alterations and Additions, etc. Grantor will not authorize, permit or make any demolition, alteration, installation, addition, improvement, decoration or new construction (collectively, "Alterations") of or on any of the Trust Property, except in conformity with and subject to the limitations set forth in this Section 43. Grantor shall have the right at its sole cost and expense to make or permit Alterations of or on the Trust Property as shall be reasonably necessary or desirable in Grantor's judgment for the conduct of its business (a) if required in order to comply with any other provision of this Deed of Trust or any Legal Requirement or Insurance Requirement or (b) at any other time, unless a Default or Event of Default shall have occurred and be continuing at such other time or shall be caused thereby. Grantor shall in good faith make or secure such cost estimates as may be necessary to determine whether Grantor is in compliance with this Section 43. Any such Alterations shall be made in all cases subject to the following conditions:

(i) any Alteration shall be subject to satisfaction of and/or compliance with the terms and conditions

8707160020

VOL 715 PAGE 55

set forth in paragraph (a)(vi)-(ix) and the first sentence of paragraph (b) of Section 8; ~~\$1,000,000.00~~

(ii) any Alteration which (A) affects the structural integrity of the Trust Property or (B) involves an estimated cost of more than ~~\$500,000~~ (any such Alteration being hereinafter referred to as a "Structural Alteration") shall be subject to satisfaction of and/or compliance with the terms and conditions set forth in Section 8(a)(iii);

(iii) all work done in connection with any Alteration shall be commenced promptly and shall be performed with due diligence in a good and workmanlike manner. The work in connection with any Alteration shall be promptly and duly paid for by Grantor, subject to Grantor's right to contest any amount claimed to be due in accordance with the provisions of this Deed of Trust; and

(iv) unless required by Legal Requirements or Insurance Requirements, no Alterations of any kind shall be made to the Trust Property which would (A) materially and adversely affect the fair market value or structural integrity of the Trust Property or the ability of Grantor to meet its obligations under the Mortgage Bonds or (B) materially affect or change the general design thereof or the operation of the Trust Property as provided in Section 2(f).

44. Leasing and Management. (a) General.

(i) Grantor will manage, operate and maintain the Trust Property as required by this Deed of Trust and will not enter into any Lease or other agreement subsequent to the date hereof with any Person that would, evaluated alone or in conjunction with any then existing Leases or agreements, result in any material impairment of the fair market value, from time to time, of the Trust Property. Each Lease entered into on or after the date hereof (including the renewal or extension on or after the date hereof of any Lease entered into prior to the date hereof if the rent and/or other charges payable during such renewal or extension is not provided for in such Lease, such a renewal or extension being hereinafter referred to as a "Renewal Lease") shall provide for rent and other charges and all other material items thereunder to be payable in amounts at least equal to the fair market rental value of the space covered by such Lease or Renewal Lease for the term thereof, including any renewal options, and all other material terms of such Lease or Renewal Lease, including, without

8707150020

VOL 715 PAGE 56

limitation, work letter terms and allowances and terms relating to amounts payable or reimbursable to tenants on account of work performed by such tenants, shall be substantially comparable to the terms on which owners of properties comparable to the Trust Property are then generally entering into leases for comparable space.

(ii) Subject to the provisions of Section 44(c)(v), Grantor may amend or modify the provisions of any Lease without the consent of Beneficiary only if (A) such amendment shall not materially reduce the rent or other charges payable or space demised thereunder, or the term thereof or have a material adverse effect upon the value of the landlord's interest thereunder, or (B) in the reasonable judgment of Beneficiary, (1) Grantor has used its best efforts to enforce the existing terms of such Lease, (2) the amendment is necessary to prevent the tenant under such Lease from defaulting and vacating the space covered by such Lease because of a change in real estate market conditions and (3) such Lease, as amended, will comply with the requirements of Section 44(a)(i); and if such Lease, as amended, shall otherwise be in compliance with the requirements of this Deed of Trust. In the case of any amendment referred to in clause (B) above, at least 10 days prior to executing such amendment, Grantor shall deliver to Beneficiary an Officers' Certificate setting forth in reasonable detail a description of the proposed amendment and the reasons therefor, and certifying to the effects set forth in (B)(1)-(3) above and that such amendment is in the best interests of the Trust Property and is not for the purpose of benefiting Grantor or any Affiliate of Grantor in connection with any property which is not one of the Mortgaged Properties.

(iii) Notwithstanding anything else contained in this Section 44, the provisions of paragraphs (a)(i) and (ii), (c), ~~and~~ (d) of this Section 44 shall not be applicable to a cumulative aggregate at any one time of ~~five~~ ¹⁵ percent of the aggregate cubic area contained in all of the improvements which are part of the Trust Property; provided that none of such area shall be leased at a rental of less than 70% of fair market rental value.

(h) Leases to Affiliates. Grantor will not enter into any Lease with any Affiliate of Grantor unless (i) the space is for the use and occupancy of one or more of such Affiliates; (ii) the terms of such Lease comply with the requirements set forth in Section 44(a), and at least 10 days prior to the execution of such Lease, Grantor shall deliver to Beneficiary an appraisal prepared by the

and the first sentence of (f)

Appraiser, which appraisal shall demonstrate such compliance to the reasonable satisfaction of Beneficiary; and (iii) such Lease shall comply with clause (iii) of paragraph (c) below; provided that Beneficiary shall not be required to enter into any Non-Disturbance Agreement with such Affiliate.

(c) Negative Covenants. Grantor will not:

(i) receive or collect, or permit the receipt or collection of, any rental or other payments under any Lease more than one month in advance of the respective period in respect of which they are to accrue, except that (A) in connection with the execution and delivery of any Lease or of any amendment to any Lease, rental payments thereunder may be collected and received in advance in an amount not in excess of one month's rent and/or a reasonable security deposit may be required thereunder (provided that such deposits are maintained in accordance with applicable law) and (B) Grantor may receive and collect escalation and other charges in accordance with the terms of each Lease;

(ii) assign, transfer or hypothecate (other than to Beneficiary hereunder) any rental or other payment under any Lease whether then due or to accrue in the future, the interest of Grantor as lessor under any Lease or the rents, issues, revenues, profits or other income of the Trust Property; provided that Grantor may grant to the holder of a subordinate deed of trust an assignment of rents which is by its terms subordinate to this Deed of Trust and subject to all rights, remedies, interests and privileges of Beneficiary hereunder, in all cases, without regard to whether the assignment of rents provided in Section 17 is perfected prior to such assignment;

(iii) subject to the terms of any Non-Disturbance Agreements which Beneficiary may provide to any tenants under Leases pursuant to this Deed of Trust, enter into any Lease after the date hereof that does not contain terms to the effect as follows:

(A) the Lease and the rights of the tenants thereunder shall be subject and subordinate to the rights of Beneficiary under, and the lien of, this Deed of Trust;

(B) in the case of any foreclosure hereunder, the rights and remedies of the tenant in respect

of any obligations of any successor landlord thereunder shall be nonrecourse as to any assets of such successor landlord other than its interest in the Trust Property;

(C) any mortgagee or purchaser upon the foreclosure (or the giving or granting of a deed in lieu thereof) or trustee's sale of any of the Trust Property which shall succeed to the rights of the landlord under the Lease shall not be (x) liable for any previous act or omission of landlord, (y) subject to any offset which shall have theretofore accrued to the tenant against landlord or (z) bound by any prepayment of more than one month's installment of base rent; and

(D) the tenant agrees to attorn, at the option of Beneficiary or purchaser of the Trust Property, upon a foreclosure (or the giving or granting of a deed in lieu thereof) or trustee's sale of the Trust Property;

(iv) terminate or permit the termination of any Lease of space or accept surrender of all or any portion of the space demised under any Lease or acquire any Lease (A) for the use and occupancy of Grantor or (B) of any other tenant prior to the end of the term thereof if any such termination, surrender or acquisition is made or permitted in connection with the leasing of space by such tenant or any of its Affiliates in any building or facility other than the Trust Property which is owned or controlled by Grantor or any Affiliate of Grantor and is not one of the Mortgaged Properties; or

(v) terminate or permit the termination of any Lease of space, accept a surrender of all or any portion of the space demised under any Lease prior to the expiration of the term thereof or accept an assignment of any Lease (or permit the assignment of any Lease to an Affiliate of Grantor) unless:

(A) the tenant under such Lease is in default and has not paid the equivalent of two months' rent and/or other charges and Grantor has made reasonable efforts to collect such rent or unless such tenant is otherwise in material default of its obligations under such Lease; or

8707160020

VOL 715 PAGE 59

(B) Grantor shall deliver to Beneficiary an Officers' Certificate to the effect that Grantor has entered into a new Lease (or Leases) for the space covered by the terminated, surrendered or assigned Lease with a term (or terms) which expire(s) no earlier than the date on which the terminated, surrendered or assigned Lease was to expire (excluding renewal options), and with a tenant (or tenants) having a creditworthiness (as reasonably determined by Grantor) sufficient to pay the rent and other charges due under the new Lease (or Leases), the tenant(s) shall have commenced paying rent, after taking into account any abatements or concessions, and the aggregate amount of rent and other charges (including all operating expenses) payable under the new Lease(s) is at least equal to the aggregate amount of rent, including all operating expenses, which would have then been payable under the terminated, surrendered or assigned Lease; or

(vi) enter into any Lease with a tenant (or tenants) having a credit-worthiness (as reasonably determined by Grantor) which is not sufficient to pay the rent and other charges due under the new Lease (or Leases).

(d) Performance of Leases. Grantor will timely perform and observe all the material terms, covenants and conditions required to be performed and observed by Grantor under each Lease such that there will be no material and adverse impairment of the value of the Trust Property and will not engage in any conduct in respect of any Lease which would materially and adversely impair the value of the Trust Property or the lien of this Deed of Trust or the security interest created hereby. Grantor will promptly notify Beneficiary of the receipt of any notice from any tenant under any Lease covering at least 10% of the aggregate cubic area contained in all of the improvements which are part of the Trust Property claiming that Grantor is materially in default in the performance or observance of any of the terms, covenants or conditions thereof to be performed or observed by Grantor and will cause a copy of each such notice from such a tenant to be promptly delivered to Beneficiary.

(e) ~~Nondisturbance. Upon receipt by Beneficiary of a written request from Grantor therefor, to the effect that such action is required under this Section 44(e) (specifying the basis of such requirement), Beneficiary~~

8707160020

VOL 715 PAGE 60

~~shall execute and deliver to the lessee under any Lease (other than Leases to any Affiliates of Grantor) covering not less than 10% of the aggregate cubic area contained in all of the improvements which are part of the Trust Property and meeting the requirements of this Section 44(a)(i) and (ii) and (c) a subordination, nondisturbance and attornment agreement (a "Nondisturbance Agreement") as required by such Lease and specified in such request, in the form set forth as Exhibit D (with such changes as counsel for the tenant and Grantor reasonably may request); provided that such request is accompanied by an Officers' Certificate stating that such Lease complies in all respects with this Deed of Trust, including, specifically, this Section 44.~~

(f) Management. Grantor or an Affiliate of Grantor shall at all times control the management and have the right to approve all Leases of the Trust Property; provided that this requirement shall not preclude the hiring of brokers or leasing or managing agents. Any management contract affecting the Trust Property and any agreement between Grantor and any of its Affiliates under which such Affiliate agrees to perform maintenance or other services with respect to all or any portion of the Trust Property or any agreement under which such Affiliate shall be entitled to use all or any portion of the Trust Property in connection with the provision of services to tenants or otherwise shall provide that it may be terminated by Beneficiary and/or any purchaser at a foreclosure or trustee's sale after the acceleration of the Mortgage Bonds or the commencement of any proceeding hereunder as a result of the occurrence of an Event of Default.

(g) Event of Default. Notwithstanding any provision to the contrary contained in this Section 44, if a payment Default or an Event of Default hereunder has occurred and is continuing, Grantor shall not, without the prior consent of Beneficiary, enter into any new Lease, or amend, modify, renew, extend, terminate, permit the termination of, or accept the surrender of any existing Lease.]

45. Deed Trustee's Powers and Liabilities.

(a) Deed Trustee, by acceptance hereof, covenants faithfully to perform and fulfil the trusts herein created, being liable, however, only for gross negligence or wilful misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by him in accordance with the terms hereof. All authorities, powers and discretions given in this Deed of Trust to Deed Trustee or Beneficiary may, to

8707160020

VOL 715 PAGE 61

the extent permitted by applicable law, be exercised by either without the other, with the same effect as if exercised jointly.

(b) Deed Trustee may resign at any time upon giving 30 days' notice in writing to Grantor and to Beneficiary.

(c) Beneficiary may remove Deed Trustee at any time or from time to time and select a successor trustee. In the event of the death, removal, resignation, refusal to act, inability to act or absence of Deed Trustee from the State in which the Trust Property is located, or in its sole discretion for any reason whatsoever, Beneficiary may, without notice, without specifying the reason therefor and without applying to any court, select and appoint a successor trustee, and all powers, rights, duties and authority of the former Deed Trustee, as aforesaid, shall thereupon become vested in such successor. Such successor trustee shall not be required to give bond for the faithful performance of his duties unless required by Beneficiary. Such substitute trustee shall be appointed by written instrument duly recorded in the county where the Land is located. Grantor hereby ratifies and confirms any and all acts which the herein-named Deed Trustee, or his successor or successors in this trust, shall do lawfully by virtue hereof. Grantor hereby agrees, on behalf of itself and its successors and assigns, that the recitals contained in any deed or deeds executed in due form by any Deed Trustee or substitute trustee, acting under the provisions of this instrument, shall be prima facie evidence of the facts recited, and that it shall not be necessary to prove in any court, otherwise than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds and the passing of title thereby.

(d) Deed Trustee shall not be required to see that this Deed of Trust is recorded or be liable for its validity or its priority as a first deed of trust or otherwise, nor shall Deed Trustee be answerable or responsible for performance or observance of the covenants and agreements imposed upon Grantor or Beneficiary by this Deed of Trust or any other agreement. Each of Deed Trustee and Beneficiary shall have authority in his or its discretion to employ agents and attorneys in the execution of this trust and to protect the interest of Beneficiary hereunder, and to the extent permitted by law he or it, as the case may be, shall be compensated and all expenses relating to such employment of agents or attorneys, including expenses of litigation, shall be paid out of the

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proceeds of the sale of the Trust Property conveyed hereby should a sale be had, but if no such sale shall be had, all sums so paid out shall be recoverable to the extent permitted by law by all remedies at law or in equity by which the Indebtedness may be recovered.

(e) At any time, or from time to time, without liability therefor, with 10 days' prior written notice to Grantor, upon written request of Beneficiary and without affecting the effect of this Deed of Trust upon the remainder of the Trust Property, Deed Trustee may (i) reconvey any part of the Trust Property, (ii) consent in writing to the making of any map or plat thereof, (iii) join with Grantor in granting any easement thereon or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

46. Other Deed of Trust Terms and Conditions.
Exhibit E hereto contains certain information referred to elsewhere in this Deed of Trust, and may contain other terms

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and conditions of this Deed of Trust, all of which are hereby incorporated by reference in this Deed of Trust and made a part hereof.

47. The Ground Lease. (a) Except as contemplated pursuant to 47(j) Grantor will not modify, extend or in any way alter the terms of the Ground Lease or cancel, release, terminate or surrender the Ground Lease, or waive, excuse, condone or in any way release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements by said lessor to be done and performed; and Grantor does by these presents expressly release, relinquish and assign unto Beneficiary all its right, power and authority to cancel, surrender, amend, modify or alter in any way the terms and provisions of the Ground Lease.

(b) Grantor shall at all times promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and conditions contained in the Ground Lease by the lessee therein to be kept and performed and shall in all respects conform to and comply with the terms and conditions of the Ground Lease and Grantor further covenants that it will not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Deed of Trust or will be grounds for declaring a default under the Ground Lease.

(c) No release or forbearance of any of Grantor's obligations under the Ground Lease, pursuant to the Ground Lease, or otherwise, shall release Grantor from any of its obligations under this Deed of Trust, including its obligation with respect to the payment of rent as provided for in the Ground Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Ground Lease, to be kept, performed and complied with by the lessee therein.

(d) Grantor covenants and agrees that it will promptly give any notice of the execution and delivery of this Deed of Trust to the lessor and any other parties entitled to notice under the Ground Lease, including notice of the name and address of the Beneficiary, and request that the lessor under the Ground Lease send copies of all notices under the Ground Lease to Beneficiary. Grantor shall give Beneficiary immediate notice in writing of any default under the Ground Lease or of the receipt by Grantor of any notice of default from the lessor thereunder by providing to Beneficiary a photostatic copy of any such notice received

8707160020

VOL 715 PAGE 64

by Grantor from such lessor and this shall be done without regard to the fact that Beneficiary may be entitled to such notice directly from the lessor. Grantor shall promptly notify Beneficiary of any default under the Ground Lease by lessor or giving of any notice by the lessor to Grantor of such lessor's intention to end the term thereof. Grantor shall furnish to Beneficiary immediately upon Beneficiary's request any and all information concerning the performance by Grantor of the covenants of the Ground Lease and shall permit Beneficiary or its representative at all reasonable times to make investigation or examination concerning the performance by Grantor of the covenants of the Ground Lease. Grantor shall promptly deposit with Beneficiary an original executed copy of the Ground Lease and any and all documentary evidence received by Grantor showing compliance by it with the provisions of the Ground Lease and shall deposit with Beneficiary an exact copy of any notice, communication, plan, specification or other instrument or document received or given by Grantor in any way relating to or affecting the Ground Lease which may concern or affect the estate of the lessor or the lessee in or under the Lease or the property leased thereby.

(e) Notwithstanding any other provision of this Deed of Trust or the Ground Lease, if Grantor shall fail so to do, Beneficiary may (but shall not be obligated to) take any such action Beneficiary deems necessary or desirable to prevent or cure, in whole or in part, any material failure of compliance by Grantor under the Ground Lease; and upon the receipt by Beneficiary from Grantor or the lessor under the Ground Lease of any written notice of default by Grantor as the lessee thereunder, Beneficiary may rely thereon, and such notice shall constitute full authority and protection to Beneficiary for any action taken or omitted to be taken in good faith reliance thereon. All sums, including reasonable attorneys' fees, so expended by the Beneficiary to cure or prevent any such default, or expended to sustain the lien of this Deed of Trust or its priority, shall be deemed secured by this Deed of Trust and shall be paid by the Grantor within 30 days after demand, with interest at the maximum rate permitted by law. Nothing in this Article 47(e) shall limit Grantor's rights under the Ground Lease to contest requirements of law or other similar matters to the fullest extent permitted by the Ground Lease. Grantor hereby expressly grants to Beneficiary, and agrees that Beneficiary shall have, the absolute and immediate right to enter in and upon the Real Property or any part thereof to such extent and as often as Beneficiary, in its reasonable discretion, deems necessary or desirable in order

to prevent or cure such default or alleged default by Grantor.

(f) Except as otherwise provided in this Article 47, Grantor shall not make any election or give any consent or approval for which a right to do so is conferred upon Grantor as lessee under the Ground Lease without Beneficiary's prior written consent, which shall not be unreasonable withheld or delayed.

(g) Grantor shall, at least six months prior to the last day upon which Grantor, as lessee under the Ground Lease, may validly exercise any option to renew or extend the term of the Ground Lease (i) exercise such option in such manner as will cause the term of the Ground Lease effectively to be renewed or extended for the period provided by such option and (ii) give immediate written notice thereof to Beneficiary; provided that in the event of the failure of Grantor so to do, Beneficiary shall have, and is hereby granted, the irrevocable right to exercise any such option, whether in its own name and behalf or in the name and behalf of its designee or nominee or in the name and behalf of Grantor or in any other manner authorized under the Ground Lease as Beneficiary shall in its sole discretion determine.

(h) Grantor will give Beneficiary prompt written notice of the commencement of any arbitration or appraisal proceeding under and pursuant to the provisions of the Ground Lease. Beneficiary shall have the right, but not the obligation, to intervene and participate in any such proceeding and Grantor shall confer with Beneficiary to the extent which Beneficiary deems necessary for the protection of Beneficiary. Grantor may compromise any dispute or approval which is the subject of an arbitration or appraisal proceeding only with the prior written consent of Beneficiary, which will not be unreasonably withheld or delayed. Upon the written request of Beneficiary, Grantor will exercise all rights of arbitration or appraisal conferred upon it by the Ground Lease, unless Grantor can demonstrate to Beneficiary's reasonable satisfaction prior to the earlier of (i) 10 days after Beneficiary's written notice, and (ii) the date on which Grantor's ability to exercise such right of arbitration or appraisal shall lapse, that such an arbitration or appraisal proceeding would be unduly burdensome and cost ineffective, and that the failure to arbitrate or have an appraisal performed for the matter under consideration is not likely to materially and adversely impair Beneficiary's security hereunder. Grantor shall

select an arbitrator or appraiser, as the case may be, who is approved in writing by Beneficiary, such approval not to be unreasonably withheld or delayed, provided, however, that if at the time any such proceeding shall be commenced, Grantor shall be in default in the performance or observance of any covenant, condition or other requirement of the Ground Lease or of this Deed of Trust on the part of Grantor to be performed or observed, Beneficiary shall have, and is hereby granted, the sole and exclusive right to designate and appoint on behalf of Grantor the arbitrator or arbitrators, or appraiser, in such proceeding.

(i) So long as this Deed of Trust is in effect, there shall be no merger of the Ground Lease or any interest therein, or of the leasehold estate created thereby, with the fee estate in the Land or any portion thereof by reason of the fact that the Ground Lease or such interest therein or such leasehold estate may be held directly or indirectly by or for the account of any person who shall hold the fee estate in the Land or any portion thereof or any interest of the lessor under the Ground Lease. In case Grantor acquires the fee title to the Land, this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and covered by this Deed of Trust. Grantor shall notify Beneficiary of any such acquisition and, on written request by Beneficiary, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the opinion of Beneficiary be necessary or appropriate to effect the intent and meaning hereof and shall deliver to Beneficiary an endorsement to Beneficiary's loan title insurance policy insuring that such fee title or other estate is subject to the lien of this Deed of Trust.

(j) In the event that the Grantor as lessee under the Ground Lease exercises any option or right to purchase any parcel of land which option or right is granted under said Ground Lease, then upon the vesting of the title of such parcel in the Grantor this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and covered by this Deed of Trust.

(k) In the event that the Grantor intends to acquire fee title to the leasehold estate as described in

paragraph (i) above or exercise any option or right as described in paragraph (j) above Grantor shall provide Beneficiary with written notice of its intent to so acquire or its decision to exercise its option or right not less than 30 days prior to such acquisition or the exercise of such right or option.

IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be duly executed under seal as of the day and year first above written.

AMERICOLD CORPORATION,

by

Name: Joel M. Smith
Title: SV

Attest:

Name: Lou V. Laneve
Title: Asst Sec

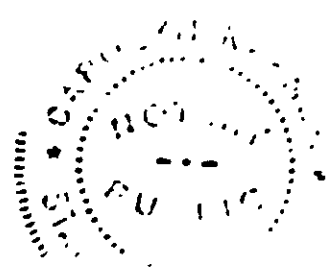
8707150030

VOL 715 PAGE 68

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 15th day of July, 1987,
before me, the undersigned, a Notary Public in and for the
State of New York, duly commissioned and sworn, personally
appeared Joe M. Smith and Lon J. Laneve,
to me known to be the persons who signed as Sr. Vice Pres
and Asst Sec, respectively, of AMERICOLD
CORPORATION, the corporation that executed the within and
foregoing instrument, and acknowledged said instrument to be
the free and voluntary act and deed of said corporation for
the uses and purposes therein mentioned, and on oath stated
that they were duly elected, qualified and acting as said
officers of the corporation, that they were authorized to
execute said instrument and that the seal affixed, if any,
is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed
the day and year in this certificate above written.


Carolyn Kapner
NOTARY PUBLIC in and for the
State of New York,
residing at
My Appointment Expires:

CAROLYN KAPNER
Notary Public, State of New York
No. 31-4864383
Qualified in New York County
Commission Expires July 14, 1988

8707160090

VOL 715 PAGE 69

Re: Burlington, Washington
(Skagit County)
Property No. 23

EXHIBIT A

PARCEL (A)

LOTS 4 TO 10 INCLUSIVE, BLOCK 105, "AMENDED PLAT OF BURLINGTON",
ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO, THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER, SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY
LINE OF WALNUT STREET 50 FEET SOUTHEASTERLY OF AS MEASURED AT
RIGHT ANGLES TO THE CENTER LINE OF THE MAIN TRACK OF THE GREAT
NORTHERN RAILWAY COMPANY AS NOW LOCATED AND CONSTRUCTED; THENCE
NORTHEASTERLY PARALLEL WITH SAID CENTER LINE 61.90 FEET; THENCE
WESTERLY MAKING AN ANGLE OF $26^{\circ}48'$ WITH THE LAST DESCRIBED COURSE
55.25 FEET, MORE OR LESS, TO THE EASTERLY LINE OF WALNUT STREET;
THENCE SOUTHERLY ALONG THE EASTERLY LINE OF WALNUT STREET AND SAID
EASTERLY LINE EXTENDED SOUTHERLY 27.91 FEET TO THE POINT OF
BEGINNING.

ALSO, ALL THAT PART OF THE NORTH HALF OF VACATED VERNON AVENUE
LYING BETWEEN THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCELS
AND THE CENTER LINE OF SAID VACATED VERNON AVENUE.

PARCEL (B)

LOT 17, BLOCK 110, "AMENDED PLAT OF BURLINGTON", ACCORDING TO THE
PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT
COUNTY, WASHINGTON.
TOGETHER WITH THE WEST HALF OF VACATED ALDER STREET ADJOINING AND
ALSO TOGETHER WITH THE NORTH HALF OF VACATED GREENLEAF AVENUE
ADJOINING, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY
OPERATION OF LAW.

PARCEL (C)

LOTS 1 - 6 INCLUSIVE AND LOTS 8 - 17 INCLUSIVE, BLOCK 111, "AMENDED
PLAT OF BURLINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF
PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.
TOGETHER WITH THE SOUTH HALF OF VACATED VERNON STREET ADJOINING, ALSO
TOGETHER WITH THE EAST HALF OF VACATED ALDER STREET ADJOINING AND
ALSO TOGETHER WITH THE NORTH HALF OF VACATED GREENLEAF AVENUE
ADJOINING, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION
OF LAW.

8707160000

(CONTINUED)

VOL 715 PAGE 70

EXHIBIT A
PAGE 2

PARCEL (D)

LOTS 1 - 20, INCLUSIVE, BLOCK 112, "AMENDED PLAT OF BURLINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THE SOUTH HALF OF VACATED VERNON STREET ADJOINING AND ALSO TOGETHER WITH THE VACATED ALLEY RUNNING EAST AND WEST THROUGH SAID BLOCK 112, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

PARCEL (E)

LOTS 1 - 10, INCLUSIVE, BLOCK 111, "AMENDED PLAT OF BURLINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THE SOUTH HALF OF VACATED GREENLEAF AVENUE, ADJOINING AND ALSO TOGETHER WITH THE EAST HALF OF VACATED ALDER STREET ADJOINING, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

PARCEL (F)

LOTS 1 - 11, INCLUSIVE AND LOTS 16 - 26, INCLUSIVE, BLOCK 115, "AMENDED PLAT OF BURLINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THE SOUTH HALF OF VACATED GREENLEAF AVENUE ADJOINING. ALSO TOGETHER WITH THE WEST HALF OF VACATED ALDER STREET, ADJOINING LOT 1 AND ALSO TOGETHER WITH THE VACATED ALLEY ADJOINING LOTS 1 - 10 INCLUSIVE AND LOTS 17 - 26 INCLUSIVE, WHICH, UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

PARCEL (G) (Deleted)

~~LEASEHOLD ESTATE UNDER THAT CERTAIN LEASE DATED JANUARY 22, 1965, AND SUPPLEMENTS THERETO DATED AUGUST 15, 1966 AND MAY 23, 1968, WHEREIN GREAT NORTHERN RAILWAY COMPANY, LESSOR AND TERMINAL ICE AND COLD STORAGE COMPANY, LESSEE, RECORDED DECEMBER 10, 1982, UNDER AUDITOR'S FILE NO. 8212100035, COVERING THE FOLLOWING DESCRIBED TRACT:~~

~~BEGINNING AT A POINT 15 FEET SOUTHERLY AT RIGHT ANGLES FROM THE CENTER LINE OF THE MAIN TRACK OF THE SAID LESSOR, AS MEASURED FROM A POINT THEREIN AT SURVEY STATION 1047 PLUS 00; THENCE SOUTHERLY AT RIGHT ANGLES FROM SAID CENTER LINE 35 FEET TO THE SOUTHERLY RIGHT OF WAY LIMITS OF THE SAID LESSOR; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LIMITS TO THE WEST LINE OF WALNUT STREET; THENCE NORTHERLY ALONG SAID STREET LINE TO A POINT DISTANT 25 FEET SOUTHERLY AT RIGHT ANGLES FROM SAID CENTER LINE; THENCE WESTERLY PARALLEL WITH AND DISTANT 25 FEET SOUTHERLY~~

(CONTINUED)

VOL 715 PAGE 71

8707160090

EXHIBIT A
PAGE 3

~~FROM SAID CENTER LINE TO A POINT OPPOSITE SURVEY STATION
1052 PLUS 00; THENCE NORTHERLY AT RIGHT ANGLES 10 FEET
TO A POINT DISTANT 15 FEET SOUTHERLY FROM THE SAID CENTER
LINE; THENCE WESTERLY PARALLEL WITH SAID CENTER LINE TO THE
POINT OF BEGINNING;
ALSO, BEGINNING AT A POINT ON THE EAST LINE OF WALNUT STREET
DISTANT 15 FEET SOUTHERLY AT RIGHT ANGLES FROM THE SAID CEN-
TER LINE OF THE EAST AND WEST MAIN TRACK; THENCE EASTERLY
PARALLEL TO SAID CENTER LINE AND THE CENTER LINE OF THE SAID
LESSOR'S CONNECTING TRACK TO THE NORTH AND SOUTH MAIN LINE
AND DISTANT 15 FEET SOUTHERLY THEREFROM TO A POINT DISTANT
50 FEET SOUTHERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE
OF EAST AND WEST MAIN TRACK; THENCE WESTERLY PARALLEL TO
SAID CENTER LINE OF EAST AND WEST MAIN TRACK TO A POINT DIS-
TANT 9 FEET NORTHERLY AT RIGHT ANGLES FROM THE CENTER LINE
OF THE SPUR TRACK SERVING SAID INDUSTRY; THENCE NORTHWESTERLY
PARALLEL WITH SAID CENTER LINE OF SPUR TRACK TO A POINT IN
THE EAST LINE OF WALNUT STREET; THENCE NORTHERLY ALONG SAID
EAST LINE OF WALNUT STREET TO THE POINT OF BEGINNING.
EXCEPT THAT PORTION LYING WITHIN PARCEL A.~~

8707160000

VOL 715 PAGE 72

EXHIBIT "A"

Re: Connell, Washington
(Franklin County)
Property No. 24

continued

Commencing at the quarter corner common to Section 36, Township 14 North, Range 31 East, W.M., and Section 1, Township 13 North, Range 31 East, W.M.;

thence North $89^{\circ}58'58''$ West along the Section line common to said Sections 36 and 1 a distance of 728.52 feet to a point on the West line of South 8th Avenue, said point being the True Point of Beginning for this description;

thence South $0^{\circ}05'21''$ West a distance of 560.00 feet;

thence North $89^{\circ}58'58''$ West a distance of 698.00 feet;

thence North $0^{\circ}05'21''$ East a distance of 560.00 feet to said Section line;

thence South $89^{\circ}58'58''$ East along said Section line a distance of 134.48 feet;

thence North $0^{\circ}01'05''$ East a distance of 624.00 feet to a point on the South line of that parcel belonging to Lamb-Weston Inc;

thence South $89^{\circ}58'58''$ East along said South line a distance of 574.29 feet;

thence South $0^{\circ}05'21''$ West continuing along said South line a distance of 50.00 feet;

thence South $89^{\circ}58'58''$ East continuing along said South line a distance of 50.00 feet to a point on the West line of Tract 9 of the Connell Industrial Tracts;

thence South $0^{\circ}05'21''$ West along said West line and the West line of Tract 10 of said Connell Industrial Tracts a distance of 514.00 feet to a point on the North line of West Hemlock Street;

thence North $89^{\circ}58'58''$ West along said North line a distance of 60.00 feet;

thence South $0^{\circ}05'21''$ West along the West line of West 8th Avenue a distance of 60.00 feet to the Point of Beginning.

NOW KNOWN AS:

Tract 1, Connell Industrial Tracts First Addition, according to plat thereof recorded in Volume "D" of plats, page 42, in Franklin County, Washington.

8707160030

VOL 715 PAGE 73

NO: 68957

Re: Moses Lake, W. ngyton
(Grant County)
Property No. 25

EXHIBIT A
LEGAL DESCRIPTION

cont'd

THE WEST 1230 FEET, MEASURED ALONG THE NORTH LINE THEREOF, OF FARM UNIT 81, IRRIGATION BLOCK 41, SECOND REVISION, COLUMBIA BASIN PROJECT, GRANT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF FILED SEPTEMBER 30, 1953, EXCEPT THE SOUTH 640 FEET, MEASURED ALONG THE EAST LINE THEREOF.

Also described as follows:

Commencing at the SW corner of Section 16, T19N, R29E, W1M; thence N0°53'30"E along the West line of said Section 16 a distance of 640.00 feet to the True Point of Beginning for this description.
Thence N0°53'30"E continuing along said West line of Section 16 a distance of 688.48 feet to the South 1/4 corner common to Sections 16 and 17; thence S89°06'27"E, parallel to the South line of said Section 16, a distance of 1230.00 feet; thence S0°53'30"W, parallel to the West line of said Section 16, a distance of 688.45 feet; thence N89°06'27"W, parallel to the South line of said Section 16, a distance of 1230.00 feet to the point of beginning.
All being part of Farm Unit 81, Irrigation Block 41.
All being in the Columbia Basin Project, Grant County, Washington.
Containing 19.44 acres.

8707160090

VOL 715 PAGE 74

Re: Wallula, Washington
Walla Walla County
Property No. 26

Continued

EXHIBIT "A"

IN WALLA WALLA COUNTY, STATE OF WASHINGTON

That part of Tracts 36, 45, 52 and 61 of Section 27, Township 8 north, Range 31 east of the Willamette Meridian, according to the official plat of the Pasco Power and Water Company's Irrigated Lands in Volume D of Plats at page 8, lying east of the easterly right of way line of the Oregon-Washington Railroad and Navigation Company's main line track, described as follows:

Commencing at the brass disk which monuments the southeast corner of Section 27; thence south $89^{\circ} 50' 22''$ west along the south line of said Section 27, a distance of 1973.42 feet to a point on the west line of the east half of the west half of the southeast quarter of said Section 27; thence north $0^{\circ} 41' 32''$ east along the west line of the east half of the west half of the southeast quarter of said Section 27, a distance of 30.00 feet to a point on the northerly right of way of Dodd Road and the TRUE POINT OF BEGINNING for this description:

Thence north $0^{\circ} 41' 32''$ east along the west line of the east half of the west half of the southeast quarter of said Section 27, a distance of 2293.82 feet to a point where the west line of the east half of the west half of the southeast quarter of said Section 27 intersects the easterly right of way line of Oregon-Washington Railroad and Navigation Company's main line track; thence south $9^{\circ} 16' 05''$ west along the easterly right of way line of Oregon-Washington Railroad and Navigation Company's main track, a distance of 1757.59 feet to the point of tangency of a curve to the left; thence along a 1° railroad curve to the left a distance of 563.63 feet, (the long chord of said curve bears south $6^{\circ} 25' 30''$ west, a distance of 563.44 feet) to a point on the northerly right of way line of Dodd Road; thence north $89^{\circ} 50' 22''$ east along the northerly right of way line of Dodd Road a distance of 318.40 feet to the true point of beginning.

EXCEPTING THEREFROM: a 30 foot right of way centered on the common line between tracts 45 and 52, Plat of Pasco Power & Water Company's Irrigated lands. The centerline of said right of way is described as follows:

Commencing at the brass disk which monument's the southeast corner of Section 27, Township 8 north, Range 31 east of the Willamette Meridian; thence south $89^{\circ} 50' 22''$ west along the south line of said Section 27, a distance of 1973.42 feet to a point on the west line of the east half of the west half of the southeast quarter of said Section 27 a distance of 1316.68 feet to the common line between said Tracts 45 and 52 and the TRUE POINT OF BEGINNING for this centerline description: thence south $89^{\circ} 43' 25''$ west along the line common to said Tracts 45 and 52 a distance of 152.29 feet to the easterly right of way line of the Oregon-Washington Railroad and Navigation Company's main line track

The side lines of the proceeding centerline description are to be lengthened or shortened, as required, to terminate on the west line of the east half of the west half of the southeast quarter of said Section 27 and the easterly right of way line of the Oregon-Washington Railroad and Navigation Company's main line track.

8707160020

VOL 715 PAGE 75

Re: Walla, Walla Washington
Walla Walla County
Property No. 27

EXHIBIT "A"

IN WALLA WALLA COUNTY, STATE OF WASHINGTON

A parcel of land located in the north half of Section 30, Township 7 North, Range 36 East of the Willamette Meridian, Walla Walla County, Washington, described as follows:

Commencing at the 5/8 inch diameter carriage bolt which monument is the north-east corner of the original boundary of the US Military Reserve in Walla Walla, Washington; thence south $27^{\circ} 23' 42''$ east along the easterly boundary line of said Military Reserve a distance of 159.88 feet to a point on the southerly right-of-way line of West Rose Street; thence south $67^{\circ} 47' 10''$ west along the southerly right-of-way line of West Rose Street a distance of 60.19 feet to the TRUE POINT OF BEGINNING for this description: said true point of beginning being a point located at the intersection of the southerly right-of-way line of West Rose Street and the westerly line of that certain tract of land conveyed to the City of Walla Walla for street purposes as said tract is described in book 292, page 739, official records of Walla Walla County:

Thence south $27^{\circ} 23' 42''$ east along the westerly line of that certain tract of land conveyed to the City of Walla Walla in book 292, page 739 a distance of 645.29 feet to a point on the northerly right-of-way line of Oregon-Washington Railroad and Navigation Company's railroad spur as said right-of-way is described in volume 33, page 686, official records of Walla Walla County, thence along the northerly right-of-way line of Oregon-Washington Railroad & Navigation Company's spur track, along the arc of a 791.98 foot radius curve to the right a distance of 146.98 feet, (long chord bears south $18^{\circ} 17' 04''$ west a distance of 146.77 feet) to a brass disk set in concrete which monuments the point of tangency of said curve; thence south $23^{\circ} 36' 04''$ west, continuing along said northerly right-of-way line of Oregon-Washington Railroad & Navigation Company's spur track a distance of 599.21 feet to a point on the north line of that certain tract of land conveyed to the City of Walla Walla for street purposes as said tract is described in book 292, page 739, official records of Walla Walla County; thence south $60^{\circ} 09' 18''$ west along the northerly line of said certain tract of land conveyed to the City of Walla Walla a distance of 79.83 feet; thence south $27^{\circ} 23' 42''$ east, along the westerly line of said certain tract of land conveyed to the City of Walla Walla a distance of 61.18 feet to a point on the northerly right-of-way line of the Oregon-Washington Railroad & Navigation Company's spur track; thence south $23^{\circ} 36' 04''$ west along the northerly right-of-way line of the Oregon-Washington Railroad & Navigation Company's spur track a distance of 233.58 feet to a point on a curve; thence along the southerly right-of-way line of the Oregon-Washington Railroad & Navigation Company's spur track, along the arc of a 493.34 foot radius curve to the left a distance of 173.93 feet, (the long chord of said curve bears north $33^{\circ} 38' 26''$ east a distance of 172.05 feet) to the point of tangency of said curve; thence north $23^{\circ} 36' 04''$ east, continuing along said southerly right-of-way line of Oregon-Washington Railroad & Navigation Company's spur track, a distance of 35.22 feet; thence south $27^{\circ} 23' 00''$ east a distance of 234.95 feet to a 1 inch hexagon steel pin; said steel pin bears south $67^{\circ} 48' 10''$ west a distance of 716.97 feet from a brass cap set in concrete stamped "1954" located on the easterly line of the original U.S. Military Reserve in Walla Walla; thence south $67^{\circ} 48' 10''$ west a distance of 364.71 feet to a 1/2 inch iron pin, thence north $28^{\circ} 44' 50''$ west a distance of 1528.93 feet to a point on the southerly right-of-way line of West Rose Street; thence north $67^{\circ} 47' 10''$ east along the southerly right-of-way line of West Rose Street a distance of 1057.70 feet to the true point of beginning.

Exhibit B

AMERICOLD CORPORATION,
as Issuer,
and
THE CONNECTICUT NATIONAL BANK,
as Trustee

INDENTURE
Dated as of June 15, 1987

11.45% First Mortgage Bonds Due 2002

8707160090

VOL 715 PAGE 77

[P70573]

AMERICOLD CORPORATION
11.45% First Mortgage Bonds Due 2002

CROSS-REFERENCE TABLE

Between the Indenture and the Trust Indenture Act of 1939

TIA Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	7.12
(a)(4)	Not Applicable
(b)	7.08; 7.10; 10.03
(c)	Not Applicable
311(a)	7.11
(b)	7.11
(c)	Not Applicable
312(a)	4.09
(b)	10.02
(c)	10.02
313(a)	7.06
(b)	7.06
(c)	7.06
(d)	7.06
314(a)	4.10; 10.03
(b)	4.02
(c)(1)	4.13
(c)(2)	4.13
(c)(3)	Not Applicable
(d)	3.01
(e)	4.14
315(a)	7.01
(b)	7.05
(c)	7.01
(d)	7.01
(e)	5.11
316(a)(last sentence)	10.06
(a)(1)(A)	5.05
(a)(1)(B)	5.04
(a)(2)	Not Applicable
(b)	5.07
317(a)(1)	5.08
(a)(2)	5.09
(b)	4.07
318(a)	10.01

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be a part of the Indenture.

8707160020

VOL 715 PAGE 78

[P70573]

TABLE OF CONTENTS 1/

	<u>Page</u>
PARTIES	1
RECITALS	1
Purpose of Indenture	1
Form of Security	2
Form of Trustee's Certificate of Authentication	2

ARTICLE ONE

Definitions

SECTION 1.01.	Definitions	13
SECTION 1.02.	Incorporation by Reference of Trust Indenture Act	22
SECTION 1.03	Rules of Construction	22

ARTICLE TWO

Issuance, Description, Execution
and Exchange of Securities

SECTION 2.01.	Designation, Amount and Issue of Securities	23
SECTION 2.02.	Authentication and Delivery of Securities	23
SECTION 2.03.	Form of Securities and Trustee's Certificate of Authentication	23
SECTION 2.04.	Denomination and Date of Securities; Payment of Principal and Interest	23 24
SECTION 2.05.	Execution of Securities	25
SECTION 2.06.	Exchange and Registration of Transfer of Securities	25
SECTION 2.07.	Mutilated, Destroyed, Lost or Stolen Securities	26

1/ The Table of Contents is not part of the Indenture.

8707160000

VOL 715 PAGE 79

	<u>Page</u>
SECTION 2.08. Cancellation of Surrendered Securities	28
SECTION 2.09. New Securities	28

ARTICLE THREE

Prepayment of Securities; Amortization

SECTION 3.01. Prepayment; Release of Mortgages	29
SECTION 3.02. Notice of Prepayment	35
SECTION 3.03. Procedures for Prepayment and Release	36
SECTION 3.04. Pro Rata Payments	36
SECTION 3.05. When Securities Called for Prepayment Become Due and Payable ..	36
SECTION 3.06. Amortization	37
SECTION 3.07. Adjustments to Release Value	38

ARTICLE FOUR

Particular Covenants, Representations and Warranties of the Issuer

SECTION 4.01. Validity of Securities; Title to Trust Estate; Lien	38
SECTION 4.02. Maintenance of Liens and Recording ...	39
SECTION 4.03. Performance and Enforcement	40
SECTION 4.04. Limitation on Dividends and Certain Other Payments	41
SECTION 4.05. Payment of Principal of, Premium, if Any, and Interest on Securities	41
SECTION 4.06. Appointment of Agents	42
SECTION 4.07. Paying Agents To Hold Funds in Trust	43
SECTION 4.08. Appointment of Trustee by Issuer	43
SECTION 4.09. Availability of Information	43
SECTION 4.10. Books of Account; Inspection by the Trustee; Financial Statements; Notices; Statements as to Compliance	44
SECTION 4.11. Payment of Taxes and Other Claims	45
SECTION 4.12. Corporate Existence and Rights; Fiscal Year	46

8707160020

	<u>Page</u>
SECTION 4.13. Certificate and Opinion as to Conditions Precedent	46
SECTION 4.14. Statements Required in Certificate or Opinion	47
SECTION 4.15. Fogelsville Mortgage	47

ARTICLE FIVE

Events of Default and Remedies

SECTION 5.01. Events of Default	47
SECTION 5.02. Acceleration	49
SECTION 5.03. Other Remedies	50
SECTION 5.04. Waiver of Past Defaults	50
SECTION 5.05. Control by Majority	51
SECTION 5.06. Limitation on Suits	51
SECTION 5.07. Rights of Holders To Receive Payment	51
SECTION 5.08. Collection Suit by Trustee	52
SECTION 5.09. Trustee May File Proofs of Claim	52
SECTION 5.10. Priorities	52
SECTION 5.11. Undertaking for Costs	53
SECTION 5.12. Waiver of Stay or Extension Laws	53

ARTICLE SIX

[Intentionally Omitted]

ARTICLE SEVEN

Concerning the Trustee

SECTION 7.01. Duties of Trustee	54
SECTION 7.02. Rights of Trustee	55
SECTION 7.03. Individual Rights of Trustee	55

	<u>Page</u>
SECTION 7.04. Trustee's Disclaimer	55
SECTION 7.05. Notice of Defaults	55
SECTION 7.06. Reports by Trustee to Holders	56
SECTION 7.07. Compensation and Indemnity	56
SECTION 7.08. Replacement of Trustee	57
SECTION 7.09. Successor Trustee by Merger	58
SECTION 7.10. Eligibility; Disqualification	58
SECTION 7.11. Preferential Collection of Claims Against Corporation	58 58
SECTION 7.12. Separate and Co-trustees	58

ARTICLE EIGHT

Amendments, Supplements and Waivers

SECTION 8.01. Without Consent of Holders	60
SECTION 8.02. With Consent of Holders	60
SECTION 8.03. Compliance with Trust Indenture Act	61 61
SECTION 8.04. Revocation and Effect of Consents	61
SECTION 8.05. Notation on or Exchange of Securities	62 62
SECTION 8.06. Trustee To Sign Amendments	62
SECTION 8.07. Waiver of Compliance by Holders	62

ARTICLE NINE

Merger, Consolidation, Sale or Transfer of Assets

SECTION 9.01. Merger, Consolidation or Transfer of Assets	63 63
--------------------------------------------------------------------	----------

ARTICLE TEN

Miscellaneous Provisions

SECTION 10.01. Trust Indenture Act Controls	63
SECTION 10.02. Communication by Holders with Other Holders	63 64
SECTION 10.03. Notices	64
SECTION 10.04. When Treasury Securities Disregarded	64 64

	<u>Page</u>
SECTION 10.05. Rules by Trustee, Paying Agent	65
and Registrar	65
SECTION 10.06. Legal Holidays	65
SECTION 10.07. Successors	65
SECTION 10.08. Multiple Originals	65
SECTION 10.09. Security Agreement	66
SECTION 10.10. Separability Clause	66
SECTION 10.11. Governing Law	66
SECTION 10.12. Table of Contents; Headings	66
ACCEPTANCE OF TRUST BY TRUSTEE	67
TESTIMONIUM	67
SIGNATURES	67

ACKNOWLEDGMENTS

- EXHIBIT A - Conditions to the Issuer's Issuance
of the Securities and the
Trustee's Acceptance of the
Security Documents
- EXHIBIT B - Schedule of Mortgaged Properties,
Appraised Values and Allocated
Initial Release Values

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THIS INDENTURE, dated as of June 15, 1987, by and between AMERICOLD CORPORATION, an Oregon corporation (the "Issuer"), and THE CONNECTICUT NATIONAL BANK, a national banking association, as Trustee hereunder (the "Trustee").

W I T N E S S E T H:

WHEREAS the Issuer owns fee simple title to or leasehold interests in the land and improvements constituting the industrial property or properties set forth in Exhibit B (together with certain other property as hereinafter defined, individually, a "Mortgaged Property" and collectively, the "Mortgaged Properties");

WHEREAS the Issuer, on even date herewith, is executing and delivering to the Trustee, as beneficiary, a mortgage or deed of trust, assignment of rents and security agreement with respect to each Mortgaged Property (individually a "Mortgage" and collectively the "Mortgages"), each of which secures the payment and performance of all obligations arising under or in respect of this Indenture, the Securities and the Mortgages;

WHEREAS the Issuer, on even date herewith, is executing a Security Agreement (as hereinafter defined), with respect to the Collateral, which Collateral secures the payment and performance of all obligations arising under or in respect of this Indenture, the Securities and the Security Agreement;

WHEREAS all the conditions specified in Exhibit A to the Issuer's issuance of the Securities and the Trustee's acceptance of the Mortgages have been satisfied; and

WHEREAS the texts of the Securities are to be substantially in the following form:

8707160020

VOL 715 PAGE 84

[FORM OF FACE OF SECURITY]

AMERICOLD CORPORATION

No. R-

11.45% First Mortgage Bond Due 2002

\$

AMERICOLD CORPORATION, an Oregon corporation,
promises to pay to _____, or registered
assigns, the aggregate principal sum of
Dollars on or before June 30, 2002.

Interest Payment Dates: June 30 and December 30
Record Dates: June 15 and December 15

Additional provisions of this Security are set
forth on the other side of this Security.

Dated:

AMERICOLD CORPORATION,

By

Vice President

Assistant Secretary

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

THE CONNECTICUT NATIONAL
BANK, as Trustee, certifies
that this is one of the
Securities referred to in
the Indenture.

[SEAL]

By

Authorized Signatory

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[FORM OF REVERSE SIDE OF SECURITY]

AMERICOLD CORPORATION

11.45% First Mortgage Bond Due 2002

1. Payment of Interest; Default Rate; Payment of Principal.

Americold Corporation (the "Issuer", which term includes any successor as defined in the Indenture hereinafter referred to) promises to pay interest on the outstanding principal amount of this Security from the date hereof to maturity at a rate of 11.45% per annum, and to pay, on demand, interest, compounded monthly, on any overdue principal, premium and (to the extent not prohibited by applicable law) interest at a rate (the "Default Rate") equal to the lesser of (a) the greater of (i) 18% per annum and (ii) 4% per annum over the prime rate or equivalent rate of interest from time to time in effect as announced by The Connecticut National Bank, and (b) the maximum rate of interest on this Security then permitted by applicable law, in each case computed on the basis of a 360-day year of twelve 30-day months. This Security shall bear interest on the unpaid principal amount hereof from and after the most recent Payment Date (as hereinafter defined) to which interest has been paid or, if no interest has been paid, from and after the date of original issuance of the Securities.

Such principal and interest (other than any interest payable at the Default Rate, which is payable on demand) shall be payable in the manner set forth in Section 3 below in lawful money of the United States of America, as follows:

(i) the full amount of all interest accrued on the outstanding principal amount of this Security shall be due and payable on June 30 and December 30 of each year, commencing on December 30, 1987;

(ii) payments of principal, in amounts based on the schedule set forth in the Indenture (as hereinafter defined), shall be due and payable on June 30 and December 30 of each year, commencing on June 30, 1993; and

8707160030

VOL 715 PAGE 86

4

(iii) the remaining outstanding principal amount and accrued interest thereon shall be due and payable on June 30, 2002.

The payments described in clauses (i) and (ii) above are herein called the "Installment Payments" and the dates upon which such payments and the payment described in clause (iii) above are due are herein called the "Payment Dates"; provided that, if any Payment Date would otherwise be on a day which is not a Business Day, then such Payment Date shall be the next succeeding Business Day.

The Installment Payment payable on any Payment Date will, subject to certain conditions set forth below, be paid to the person in whose name this Security (or one or more predecessor Securities) is registered at the close of business on the June 15 or December 15 next preceding such Payment Date, as the case may be; provided that any Installment Payment not punctually paid or duly provided for on such Payment Date shall cease to be so payable, but instead shall be payable to the person in whose name this Security is registered at the close of business on such date as shall be determined by the Issuer in accordance with the Indenture (as hereinafter defined).

2. Indenture.

This Security is one of a duly authorized issue of securities of the Issuer designated as its 11.45% First Mortgage Bonds Due 2002 (the "Securities"), limited in aggregate principal amount to \$300,000,000, except as provided in the Indenture, all issued or to be issued under and pursuant to the Indenture dated as of June 15, 1987 (herein, together with all supplements and amendments thereto, called the "Indenture"), duly executed and delivered by the Issuer to The Connecticut National Bank (herein, together with its successors and assigns as trustee under the Indenture, called the "Trustee"), as Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the nature and extent of the security, the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Issuer and the Holders of the Securities. The Securities are issuable in fully registered form without coupons attached in the minimum denomination of \$100,000 and such greater denominations as are whole multiples of \$1,000.

8707160030

VOL 715 PAGE 87

3. Method of Payment; Tax Withholding.

(a) Installment Payments on the Securities will be made in U.S. dollars, at the office of the Trustee, but, at the option of the Issuer, such payments may be made by check drawn on a bank in New York City or in Hartford, Connecticut mailed to the Holder at such Holder's registered address. Payment of principal of or premium, if any, on this Security upon maturity or prepayment in whole, together with accrued interest, will be made against surrender hereof at the office of the co-paying agent maintained by the Issuer in New York City, which initially shall be at the office of the Hartford Trust Company of New York, 40 Broad Street, New York, New York 10004.

(b) No deduction or withholding from any payment of interest on this Security for or on account of any taxes will be made except as required by law. Applicable United States taxes will be withheld from payments on this Security for any year in which the Trustee has not received from any Holder hereof that is not a United States Person (as defined in the Indenture) a properly executed Form 4224 or Form 1001 (or successor thereto) in accordance with appropriate U.S. Treasury regulations.

4. Denominations.

Securities may be transferred in denominations of \$100,000 and such greater denominations as are whole multiples of \$1,000, in the manner and upon payment of the charges provided in the Indenture. The Trustee will authenticate and deliver Securities for original issue in an aggregate principal amount not to exceed \$300,000,000 upon a written order of the Company.

5. Defaults and Remedies.

If an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal amount of each Security may become or be declared to be due and payable, and upon such declaration shall become due and payable, and the Trustee may exercise all available remedies under any of or all the Mortgages, in the manner, with the effect and subject to the conditions provided in the Indenture. Upon payment by the Issuer of such principal amount, the premium, if any, specified in Section 3.01 of the Indenture, and all accrued interest, the obligations of the Issuer with respect to the payment of principal of, premium, if any, and interest on this Security shall terminate.

The Indenture provides that in certain events a declaration that the Securities are due and payable upon the occurrence of an Event of Default and the consequences of such declaration may be annulled by the Holders of a majority in aggregate principal amount of the Securities then outstanding. It is also provided in the Indenture that under certain circumstances prior to any such declaration the Holders of a majority in aggregate principal amount of the Securities at the time outstanding may on behalf of the Holders of all the Securities waive any past Default or Event of Default under the Indenture and its consequences except a default in the payment of principal of, premium, if any, or interest on any of the Securities, a default depriving the Trustee or any Holder of a lien upon any of the Mortgaged Properties included in the Trust Estate or a default in respect of a covenant or provision of the Indenture which cannot be amended or modified without the consent of the Holder of each Security affected.

6. Amendment; Supplement; Waiver.

The Indenture contains provisions permitting the Issuer and the Trustee, without the consent of the Holders of Securities, to modify and amend the terms and conditions of the Indenture and the Securities for certain purposes including, without limitation, (a) adding to the covenants of the Issuer for the benefit of the Holders of Securities, (b) curing any ambiguity or correcting or supplementing any defective provisions contained therein, or (c) making such other provisions in regard to matters or questions arising under the Indenture as shall not adversely affect the interests of the Holders of the Securities. The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of a majority in aggregate principal amount of the Securities then outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or any supplemental indenture or modifying in any manner the rights of the Holders of Securities under the Indenture; provided that no such supplemental indenture shall, without the consent in each case of the Holder of each Security so affected, (a) extend the fixed maturity of any Securities, or reduce the principal amount or premium thereof, or reduce the amount or extend the time of payment of interest thereon, or make the principal thereof or premium or interest thereon payable in any coin or currency other than that hereinbefore provided, or impair the right to institute suit for the enforcement of any such payment, (b) amend certain

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VOL 715 PAGE 89

provisions of the Indenture to reduce quorum or voting requirements, or reduce the aforesaid percentage in aggregate principal amount of Securities the consent of the Holders of which is required for any such supplemental indenture, or reduce the percentage of Securities the Holders of which are required to make or give certain directions or to consent to certain waivers, (c) change the provisions regarding withdrawal of Mortgaged Property by the Issuer in any matter that would materially diminish the security intended to be provided to the Holders by such Mortgaged Property or (d) modify or affect in any manner adverse to the Holders of the Securities the terms and conditions of the obligations of the Issuer in respect of the due and punctual payment of the principal of and premium, if any, and interest on the Securities.

Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders of this Security and any Security which may be issued in substitution or exchange hereof, irrespective of whether any notation of such consent or waiver is made upon this Security or such other Security.

7. Security.

As provided in the Indenture, the obligations of the Issuer under the Securities and the Indenture are secured by Mortgages granted by the Issuer, as Mortgagor (or Grantor, in the case of a deed of trust), to the Trustee, as Mortgagee (or Beneficiary, in the case of a deed of trust), and by the Security Agreement (as defined in the Indenture; the Mortgages and the Security Agreement are sometimes collectively referred to as the "Security Documents"). With certain exceptions as more particularly described in the Indenture and the Mortgages, each Mortgage will secure the full amount payable with respect to all the Securities. However, for purposes of releasing Mortgaged Properties from the lien of the Mortgages, the amounts payable with respect to the Securities are allocated among individual Mortgaged Properties and related Mortgages. The Release Value for each Mortgaged Property will be adjusted over time to reflect amortization and prepayments.

Upon any permitted prepayment (other than in connection with economic obsolescence, releases of unimproved land and the Plover, Wisconsin and the Watsonville, California properties, as more fully described in the Indenture, but including required amortization) of the

6707160030

VOL 715 PAGE 90

outstanding principal amount of the Securities in an amount equal to the Release Price (as defined in the Indenture) for a Mortgaged Property designated by the Issuer at the time of the making of such prepayment, plus accrued and unpaid interest and the required premium, if any, the lien of the Mortgage on such Mortgaged Property will be released, provided that no default under the Indenture or the Mortgages has occurred and is continuing. Permitted prepayments not applied to the release of the lien of the Mortgage on a particular Mortgaged Property will be applied to reduce Release Prices for all Mortgaged Properties on a pro rata basis.

If the Board of Directors of the Issuer determines that a Mortgaged Property is economically obsolete, such Mortgaged Property may be released from the lien of the Indenture, so long as (i) it is sold for cash to a third party, (ii) the net proceeds from such sale are used to prepay an unpaid principal amount of the Securities equal to the lesser of such net proceeds or the applicable Release Price, such prepayment to be at a price of 105.725% or, if the prepayment is made after June 30, 1997, at the then applicable optional prepayment price, plus accrued interest thereon, and (iii) the sum of (x) the total amount of proceeds so received in connection with all such sales and applied to prepayment of the Securities plus (y) the aggregate principal amount of the Securities prepaid in connection with releases of liens of Mortgages on Released Parcels (as defined in the Indenture) does not exceed \$15,000,000. In addition, subject to the limitations set forth in the Indenture, any other Mortgaged Property may be released from the lien of its respective Mortgage if it is sold to a third party and within one year from the date of sale the Issuer substitutes other properties under the Indenture for the Mortgaged Property sold with a current appraised value at least equal to the initial appraised value of the Mortgaged Property sold. If the Issuer so elects, cash or certain U.S. Government securities may be provided under the Indenture to make up for any shortfall in the appraised value of substituted properties. The Indenture provides that in dealing with any issues arising in connection with the substitution of collateral (such as forms of appraisals, supplemental indentures, opinions and title matters), the Trustee may rely on instructions received from the holders of a majority in principal amount of the Securities and, until such direction is given, need take no action which it believes may be prejudicial to the interests of the Securityholders.

8. Prepayment.

No optional prepayments of the Securities (other than in connection with the sale of economically obsolete Mortgaged Property (as described above) or certain events of casualty, condemnation, taxation, the release of unimproved land and the Plover, Wisconsin property pursuant to an outstanding purchase option) may be made prior to June 30, 1995. Thereafter, the Securities may be prepaid, in whole or in part, upon notice given pursuant to the Indenture, at the following optional prepayment prices, together with accrued interest to the date of prepayment:

Year Beginning <u>July 1</u>	Optional Prepayment <u>Price</u>
1995	105.725%
1996	105.725
1997	104.580
1998	103.435
1999	102.290
2000	101.145
2001	100.000

provided that no partial prepayment of the Securities will be permitted (except in connection with such economic obsolescence and other events specified above) unless (i) the aggregate principal amount of the Securities then being prepaid is greater than \$25,000,000, (ii) the aggregate principal amount of the Securities outstanding exceeds \$150,000,000 (after giving effect to such prepayment) and (iii) no more than two such partial prepayments have been previously made.

In the case of any prepayment of Securities, the Issuer is required to deliver to the Trustee an Officers' Certificate of the Issuer stating that the Issuer is entitled to effect such prepayment and setting forth in reasonable detail a statement of facts showing that the conditions precedent, if any, to the right of the Issuer to prepay the Securities have occurred.

9. Persons Deemed Owners.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may deem and treat the person in whose name this Security shall be registered upon the Security Register (as such term is defined in the Indenture) as the

8707160030

VOL 715 PAGE 92

absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing thereon) for the purpose of receiving payment thereof and for all other purposes, and neither the Issuer nor the Trustee nor any agent of the Issuer or the Trustee shall, except to the extent required by applicable law, be affected by any notice to the contrary. All such payments so made to any such person shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge all liability for the money payable hereupon.

10. Validity; Authentication.

The Indenture and this Security shall be deemed to be contracts made under the laws of the State of New York and shall for all purposes be governed by, and construed in accordance with, the laws of such State.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee under the Indenture.

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

(Print or type assignee's name, address and zip code)

(insert assignee's social security or taxpayer I.D. number)

and irrevocably appoint agent to transfer this Security on the books of the Corporation. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as your name appears on the other side of this Security)

6707160030

VOL 715 PAGE 94

UNOFFICIAL DOCUMENT

14

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts created hereby, the purchase and acceptance of the Securities by the purchasers thereof, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the Securities according to the terms thereof and to declare the terms and conditions upon and subject to which the Securities are to be secured, has executed and delivered the Security Documents and the Issuer has thereby pledged, or has caused to be pledged, unto the Trustee and its successors in the trusts hereby created and assigns forever, subject to the terms thereof, all of the Issuer's estate, right, title and interest in, to and under any and all of the Trust Estate (including, without limitation, any and all extensions and modifications thereof, any and all rights to make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, profits, security and other moneys payable or receivable thereunder or with respect thereto, to bring proceedings thereunder or for the specific or other enforcement thereof or with respect thereto, in the name of the Issuer or otherwise, and the right to make all waivers and agreements, to grant or refuse requests, to give or withhold notices, and to execute and deliver, in the name and on behalf of the Issuer, as agent and attorney-in-fact, any and all instruments in connection therewith and to do any and all things which the Issuer is or may be entitled to do thereunder, all as limited by and more fully described in this Indenture and in the Security Documents and any other instruments included in the Trust Estate), but no obligation of the Issuer under the provisions thereof or with respect thereto has been impaired or diminished by virtue thereof, nor has any such obligation been imposed upon the Trustee;

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

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the benefit and security of the Securities issued and to be issued hereunder, for enforcement of the payment of the Securities in accordance with their terms, and all other sums payable hereunder or on the Securities and for the performance and observance of and compliance with the provisions of this Indenture, the Security Documents and any other instruments included in the Trust Estate, all as herein set forth.

6707160030

VOL 715 PAGE 95

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Securities are to be issued and secured, and that the Trust Estate is to be held and disposed of by the Trustee, upon and subject to the provisions of this Indenture.

ARTICLE ONE

Definitions

SECTION 1.01. Definitions. The terms defined in this Section (except as herein otherwise expressly provided or unless the context otherwise requires), for all purposes of this Indenture and of any indenture supplemental hereto, shall have the respective meanings specified in this Section.

Affiliate: The term "Affiliate" means with respect to any Person, any Person or group of Persons acting in concert in respect of the Person in question that, directly or indirectly, controls or is controlled by or is under common control with such Person. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person or group of Persons shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

AIREA Code and Standards: The term "AIREA Code and Standards" means the Code of Ethics and Standards of Professional Conduct of the American Institute of Real Estate Appraisers of the National Association of Realtors.

Appraised Value: The term "Appraised Value" means, with respect to any Mortgaged Property, the fair market value of such Mortgaged Property as determined by the appraisal of such Property prepared by the Appraiser. The appraisal delivered to the Trustee with respect to each Mortgaged Property shall have been prepared by the Appraiser in accordance with the requirements and standards of the Federal Home Loan Bank Board Memorandum R41c or any successor thereto ("FHLBB Memorandum R41c").

Appraiser: The term "Appraiser" means Cushman & Wakefield or, if Cushman & Wakefield shall cease to be independent within the meaning of the TIA, such other appraiser which shall be independent within the meaning of

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the TIA as shall be designated by the Issuer and reasonably satisfactory to the Trustee.

Bankruptcy Law: The term "Bankruptcy Law" means Title 11, United States Code, or any similar Federal or state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

Board Resolution: The term "Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Issuer to have been duly adopted by the board of directors of the Issuer and to be in full force and effect on the date of such certification, and delivered to the Trustee.

Business Day: The term "Business Day" means each day which is not a Legal Holiday.

Cash: The term "Cash" means coin or currency of the United States Government.

Collateral: The term "Collateral" means all equipment and other tangible personal property (other than inventory), now owned or hereafter acquired by the Issuer, used in the day-to-day operations of the warehouse business of the Issuer conducted on any of the Mortgaged Properties, including without limitation all forklifts and related equipment, palettes, and racking and stacking materials (it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned nor imply the presence, requirement or ownership of all such items or any particular item), together with all substitutions, renewals, additions, and replacements of any or all thereof, and all proceeds and products of any of the foregoing.

Consolidated Net Income: The term "Consolidated Net Income" means for any period the net income (or net loss) of the Issuer and its consolidated subsidiaries determined on a consolidated basis in accordance with generally accepted accounting principles.

Corporate Trust Office: The term "Corporate Trust Office" means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered.

Default: The term "Default" means any condition or event which constitutes or which, after notice or lapse of time or both, would constitute an Event of Default hereunder.

Default Rate: The term "Default Rate" has the meaning provided in the form of Security included in this Indenture.

Engineer: An architect or engineer duly licensed or registered in the state in which the subject Mortgaged Property is located, who shall (a) practice with a firm of national standing, (b) be selected by the Issuer and (c) be reasonably satisfactory to the Trustee. An engineer in practice with Merritt & Harris, Inc. shall be deemed reasonably satisfactory to the Trustee.

Event of Default: The term "Event of Default" means any event specified as such in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

Holder; Securityholder: The term "Holder" of a Security and the term "Securityholder" means the Person in whose name at the time such Security is registered on the Security Register kept for that purpose in accordance with the terms hereof.

Indebtedness: The term "Indebtedness" means, with respect to any Person, without duplication (i) all items of indebtedness or liability which in accordance with generally accepted accounting principles would be included in determining total liabilities as shown on the liability side of a balance sheet as at the date as of which Indebtedness is to be determined, (ii) indebtedness secured by any mortgage, pledge or lien existing on property owned by such Person subject to such mortgage, pledge or lien, whether or not the indebtedness secured thereby shall have been assumed, (iii) all obligations created or arising under any conditional sale or other similar title retention agreement with respect to property acquired by such Person, whether or not the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property, (iv) all proper accruals for Federal and other taxes based on or measured by income or profits, and other proper accruals, as required by generally accepted accounting principles and (v) guarantees, endorsements and other contingent obligations in respect of, or agreements to purchase or otherwise acquire, indebtedness of

8707160030

VOL 715 PAGE 98

other Persons, except guarantees, endorsements or contingent obligations in connection with the sale or discount of accounts receivable, trade acceptances and other paper arising in the ordinary course of business.

Indenture: The term "Indenture" means this Indenture as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

Independent Accountants: The term "Independent Accountants" means a firm of independent public accountants meeting the requirements therefor under the United States Securities Act of 1933 and rules and regulations of the Securities and Exchange Commission, which shall be Peat Marwick Main & Co. or another firm of independent certified public accountants of nationally recognized standing selected by the Issuer and reasonably satisfactory to the Trustee.

Installment Payment: The term "Installment Payment" has the meaning specified in the form of Security included in this Indenture.

Institutional Lender: The term "Institutional Lender" has the meaning specified in the Mortgages.

Interest Period: The term "Interest Period" has the meaning specified in the form of Security included in this Indenture.

Investment Agreement: The term "Investment Agreement" means the Investment Agreement dated as of July 2, 1987 between the Issuer and the institutional investor purchasing all the Securities at initial issuance, as amended or supplemented from time to time.

Issue Date: The term "Issue Date" means July 2, 1987.

Issuer: The term "Issuer" means Americold Corporation, an Oregon corporation.

Issuer Order and Issuer Request: The terms "Issuer Order" and "Issuer Request" mean, respectively, a written order or request signed in the name of the Issuer by the Chairman of the Board, the President or any Vice President, and by the Treasurer, an Assistant Treasurer, the

8707160030

VOL 715 PAGE 99

Secretary or an Assistant Secretary of the Issuer, and delivered to the Trustee.

Legal Holiday: The term "Legal Holiday" has the meaning set forth in Section 10.06.

Major Casualty or Condemnation Event: The term "Major Casualty or Condemnation Event" has the meaning specified in the Mortgages.

Maturity Date: The term "Maturity Date" means June 30, 2002.

Mortgage: The term "Mortgage" means, with respect to any Mortgaged Property, the mortgage or deed of trust, assignment of rents and security agreement with respect to such Mortgaged Property, dated as of the date hereof, from the Issuer, as grantor, to a trustee or mortgagee named therein, as amended or supplemented from time to time as permitted hereby or thereby.

Mortgaged Property: The term "Mortgaged Property" means all the right, title and interest of the Issuer in and to a parcel of land described in Exhibit A to a Mortgage and in and to the buildings and improvements now existing or hereafter constructed on such land and all other real and/or personal property included within the definition of "Mortgaged Property" contained in the relevant Mortgage, except as released pursuant to the terms hereof and of the relevant Mortgage. The initial Mortgaged Properties are listed in Exhibit B.

Net Available Cash: The term "Net Available Cash", calculated as of the date of any Restricted Payment, means (a) the sum of (i) Consolidated Net Income accrued during the Reference Period and (ii) all noncash charges deducted in computing Consolidated Net Income in respect of the Reference Period, less (b) the sum (without duplication) of (i) all expenditures for Tangible Property incurred by the Issuer and its subsidiaries during the Reference Period, (ii) the difference (which may be a positive or negative amount) between Working Capital as at the end of the Reference Period and Working Capital as at the end of the fiscal quarter immediately preceding the Reference Period and (iii) the sum (without duplication) of all required payments of principal of Indebtedness of the Issuer or any subsidiary, and any required payment of principal under any revolving credit loan, in each case made during the Reference Period.

8707160030

VOL 715 PAGE 100

Officers' Certificate: The term "Officers' Certificate" means a certificate of the Issuer or an Owner, as applicable, signed by the Chairman of the Board, the President or any Vice President, and by the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary of the Issuer.

Opinion of Counsel: The term "Opinion of Counsel" means an opinion in writing of Debevoise & Plimpton, or such other counsel to the Issuer as shall be reasonably satisfactory to the Trustee.

Payment Date: The term "Payment Date" has the meaning specified in the form of Security included in this Indenture.

Permitted Encumbrances: The term "Permitted Encumbrances" has the meaning set forth in the Mortgages.

Person: The term "Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Record Date: The term "Record Date" has the meaning provided in the form of Security included in this Indenture.

Reference Period: The term "Reference Period", with respect to any Restricted Payment, means the period of four consecutive fiscal quarters ending with the last full fiscal quarter immediately preceding the date of such Restricted Payment.

Release Parcel: The term "Release Parcel" has the meaning set forth in Section 3.01(f).

Release Price: The term "Release Price" for any Mortgaged Property means 110% of Release Value for such Property.

Release Value: The term "Release Value" means, for any Mortgaged Property, the initial allocated release value amount set forth opposite such Mortgaged Property on Exhibit B hereto (which amount is equal to the Appraised Value for such Mortgaged Property as set forth in the Prospectus, based on the Appraisal Report of Cushman & Wakefield, multiplied by a ratio of the original principal amount of the Securities to the total Appraised Value of all

the Mortgaged Properties), as adjusted from time to time pursuant to Section 3.07.

Remaining Mortgaged Property: The term "Remaining Mortgaged Property" has the meaning set forth in Section 3.01(f).

Responsible Officer: The term "Responsible Officer" when used with respect to the Trustee means the chairman of the board of directors, the president, any vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior trust officer, any trust officer and any other officer in the bond and trustee administration department or any other officer who regularly performs the customary duties of an officer in the bond and trustee administration department.

Restricted Payment: The term "Restricted Payment" shall have the meaning set forth in Section 4.04.

SEC: The term "SEC" means the Securities and Exchange Commission.

Security Agreement: The term "Security Agreement" means, with respect to the Collateral, the security agreement dated as of the date hereof between the Issuer and the Trustee, as amended or supplemented from time to time.

Security Documents: The term "Security Documents" means the Mortgages and the Security Agreement.

Security; Outstanding: The term "Security" means any Security authenticated by the Trustee and delivered under this Indenture.

The term "Outstanding", when used with reference to Securities, means, subject to the provisions of Section 8.04, as of any particular time, all Securities authenticated by the Trustee and delivered under this Indenture, except:

(a) Securities theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Securities for the payment or prepayment in whole of which Cash in the necessary amount (including premium and interest, if any) shall have been deposited in trust with the Trustee or any paying agents, provided that if such Securities are to be prepaid prior

to the maturity thereof, notice of such prepayment shall have been given as in Article Three provided, or provision satisfactory to the Trustee shall have been made for giving such notice; and

(c) Securities in lieu of or in substitution or exchange for which other Securities shall have been authenticated and delivered, or which have been paid, pursuant to the terms of Section 2.07, unless proof satisfactory to the Issuer and the Trustee is presented that any such Securities are held by persons in whose hands any of such Securities is a valid, binding and legal obligation of the Issuer.

Security Register: The term "Security Register" has the meaning set forth in Section 2.06.

Security Registrar; Security Co-Registrar: The terms "Security Registrar" and "Security Co-Registrar" have the meanings set forth in Section 2.06.

Special Auditor's Report: The term "Special Auditor's Report" means a report from the Independent Accountants stating that they have conducted an examination in accordance with generally accepted auditing standards and expressing an unqualified opinion on the matters reported therein.

Stated Maturity: The term "Stated Maturity" when used with respect to any Security or any Installment Payment thereon, means the Maturity Date or the Payment Date on which such Installment Payment is due and payable, respectively.

Tangible Property: The term "Tangible Property" means all land, buildings, machinery and equipment and leasehold interests and improvements which would be reflected on a balance sheet of the Issuer and its consolidated subsidiaries, prepared in accordance with generally accepted accounting principles, excluding (i) all such tangible property located outside the United States of America, (ii) all rights, contracts and other intangible assets of any nature whatsoever and (iii) all inventories and other current assets.

TIA: The term "TIA" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbb) as in effect on the date of this Indenture.

8707150030

VOL 715 PAGE 103

Total Taking: The term "Total Taking" has the meaning set forth in the Mortgages.

Trustee: The term "Trustee" means the corporation or trust company or national banking association named as Trustee in this Indenture until any successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Trustee.

Trust Estate: The term "Trust Estate" means all property subject or intended to be subject to the lien of this Indenture or constituting a part of the security for the Securities or the performance by the Issuer of its obligations hereunder as of any particular time, including, without limitation, all property subject to the mortgage, assignment of rents and security interest granted to the Trustee by the Security Documents (including the after-acquired property clauses thereof) or subsequently pledged thereunder to the Trustee (whether by the Issuer or any other Person) and any other property that is held by the Trustee as security for the benefit of the Securities, including, without limitation, all of the estate, right, title, interest, claim and demand therein, thereto and thereunder of the Issuer or of any Affiliate of the Issuer and of the Trustee.

United States: The term "United States" means the United States of America, the Commonwealth of Puerto Rico and each territory and possession of the United States of America and all areas subject to its jurisdiction.

United States Person: The term "United States Person" means a person who is a citizen, resident or national of the United States (including the estate of any such person, any estate or trust the income of which is subject to United States Federal income taxation regardless of its source, or any corporation, partnership or other entity created or organized in or under the United States or any political subdivision thereof).

U.S. Government Obligations: The term "U.S. Government Obligations" means direct obligations (or certificates evidencing an ownership interest in such obligations) of, or obligations of any Person the principal of and interest on which are fully guaranteed as to payment by, the Government of the United States of America, but not including Cash, provided that such U.S. Government Obligations

shall not be subject to prepayment or redemption prior to maturity.

Working Capital: The term "Working Capital" (which may be a positive or negative amount) means the consolidated current assets (excluding cash and cash equivalents) of the Issuer less the consolidated current liabilities of the Issuer (excluding indebtedness under any revolving credit loan and current maturities of debt).

SECTION 1.02. Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"Commission" means the SEC.

"indenture securities" means the Securities.

"indenture security holder" means a Security-holder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Issuer.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.03. Rules of Construction. Unless the context otherwise requires:

(1) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles as in effect from time to time;

(2) "or" is not exclusive;

(3) "including" means including, without limitation; and

(4) words in the singular include the plural and words in the plural include the singular.

ARTICLE TWO

Issuance, Description, Execution and Exchange of Securities

SECTION 2.01. Designation, Amount and Issue of Securities. The Securities shall be designated as the Issuer's "11.45% First Mortgage Bonds Due 2002". The Securities will be limited to \$300,000,000 in aggregate principal amount, except as provided in Section 2.07.

SECTION 2.02. Authentication and Delivery of Securities. Upon the execution and delivery of this Indenture, or from time to time thereafter, the Securities shall be executed by the Issuer and such Securities may thereupon be delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Securities upon an Issuer Order.

SECTION 2.03. Form of Securities and Trustee's Certificate of Authentication. The Securities and the Trustee's certificate of authentication to be borne by the Securities shall be substantially of the tenor and purport as in this Indenture recited, in temporary or definitive form, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements as the Issuer may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange on which the Securities may be listed, or to conform to usage.

SECTION 2.04. Denomination and Date of Securities; Payment of Principal and Interest. The Securities shall be issuable in registered form without coupons. The Securities shall be numbered, lettered, or otherwise distinguished in such manner or in accordance with such plan as the officers of the Issuer executing the same may determine with the approval of the Trustee.

The Securities shall be issuable in denominations of \$100,000 and such greater denominations as are whole multiples of \$1,000. Each Security shall be dated the date of its authentication and shall bear interest on the unpaid

8707160030

principal amount thereof from and after the most recent Payment Date to which interest has been paid or, if no interest has been paid, from and after the Issue Date. Each Security authenticated between the Record Date for any Payment Date and such Payment Date shall be dated the date of its authentication but shall bear interest from such Payment Date, unless the Issuer shall default in the payment of interest due on such Payment Date, in which case any such Security shall bear interest from the Payment Date next preceding the date of such Security to which interest has been paid or, if no interest has been paid on the Securities, from the Issue Date.

The Person in whose name any Security is registered at 5:00 p.m., New York City time on any Record Date with respect to any Payment Date shall be entitled to receive the Installment Payment payable on such Payment Date notwithstanding any transfer or exchange of such Security subsequent to the Record Date and prior to such Payment Date, except that, if and to the extent the Issuer shall default in the payment of the Installment Payment due on such Payment Date or shall not have duly provided for the payment thereof, such defaulted payment shall be paid to the Persons in whose names outstanding Securities are registered on a subsequent date of record established by notice given by mail by or on behalf of the Issuer to the Holders of Securities not less than 10 days preceding such subsequent date of record and payment of such defaulted Installment Payment shall be made not less than five days after such date of record.

The principal of and premium, if any, on the Securities at maturity or upon prepayment in whole shall be payable, together with accrued interest, upon surrender of the Securities at the offices of the co-paying agent of the Issuer designated for that purpose, as provided in Section 4.06. Installment Payments on Securities will be made in U.S. dollars, at the office of the Trustee, but, at the option of the Issuer, such payments may be made by check drawn on a bank in New York City or in Hartford, Connecticut mailed to the address of the Holder as such address shall appear on the Security Register.

Interest on the Securities will be computed on the basis of a 360-day year consisting of twelve 30-day months.

SECTION 2.05. Execution of Securities. Each Security shall be signed in the name and on behalf of the Issuer manually or by facsimile by its President or any Vice

8707160000

VOL 715 PAGE 107

President under its corporate seal (which may be printed, engraved or otherwise reproduced thereon, by facsimile or otherwise) attested by the manual or facsimile signature of its Secretary or an Assistant Secretary, prior to the authentication of the Security, and the delivery of such Security by the Trustee upon an Issuer Order from the Issuer, after the authentication thereof hereunder, shall constitute due delivery of such Security on behalf of the Issuer. In case any officer of the Issuer who shall have signed, or whose facsimile signature appears on any of the Securities shall cease to be such officer before the Securities shall have been authenticated and delivered by the Trustee or disposed of, such Security nevertheless may be authenticated and delivered or disposed of as though the Person who signed such Security had not ceased to be such officer. Any Security may be signed on behalf of the Issuer by such officer as, at the actual date of the execution of such Security shall be the proper officer of the Issuer, although at the date of the execution of this Indenture any such Person was not such an officer.

Only such Securities as shall bear thereon a certificate of authentication substantially in the form herein recited, executed by the Trustee by manual signature of one of its authorized officers, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee upon any Security executed by the Issuer shall be conclusive evidence that the Security so authenticated has been duly authenticated and delivered hereunder and that the Holder is entitled to the benefits of this Indenture.

SECTION 2.06. Exchange and Registration of Transfer of Securities. The Issuer shall keep, at the office or agency to be maintained by the Trustee for such purpose (herein referred to as the "Security Registrar") in the Borough of Manhattan, The City of New York, as provided in Section 4.06, a register (herein sometimes referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Securities and the registration of transfers of Securities as in this Article Two provided. Upon written notice to the Trustee and any acting Security Registrar, the Issuer may appoint a successor Security Registrar for such purposes. The Issuer may appoint one or more Security Co-Registrars for such purposes. At all reasonable times, any Security Register shall be open for inspection by the Trustee. Upon due presentment for registration of transfer of any Security at the office or agency

8707160020

VOL 715 PAGE 108

of any Security Registrar or any Security Co-Registrar, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees, one or more new Securities of like tenor of any authorized denominations for an equal aggregate principal amount.

All Securities presented for registration of transfer or for exchange, prepayment or payment, as the case may be, shall (if so required by the Issuer or the Trustee or the Security Registrar or any Security Co-Registrar) be duly endorsed by, or be accompanied by a written instrument or instruments of assignment and transfer in form satisfactory to the Person imposing such requirement duly executed by, the Holder or his attorney duly authorized in writing.

No service charge shall be made for any exchange or registration of transfer of Securities (except the costs of mailing), but the Issuer may require payment of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in connection therewith, other than in connection with exchanges pursuant to Section 10.04 not involving any transfer of Securities.

The Issuer shall not be required to exchange or register the transfer of any Securities called for prepayment in whole.

Upon delivery by any Security Registrar or Security Co-Registrar of a Security in exchange for a Security surrendered to it in accordance with the provisions of this Indenture, the Security so delivered shall, for all purposes of this Indenture, be deemed to be fully registered in the Security Register; provided, however, that in making any determination as to the identity of Persons who are Holders of Securities, the Trustee shall, subject to the provisions of Section 7.01, be fully protected in relying on the Security Register.

All Securities issued pursuant to this Section 2.06 in exchange for or upon registration of transfer of Securities shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits and subject to the same conditions under this Indenture, as the Securities surrendered for such exchange or registration of transfer.

SECTION 2.07. Mutilated, Destroyed, Lost or Stolen Securities. In case any Security shall become mutilated, destroyed, lost or stolen, the Issuer shall execute,

and the Trustee shall authenticate and deliver, a new Security or Securities of like tenor for an equal aggregate original principal amount bearing a number not contemporaneously outstanding, in substitution for the Security so mutilated, destroyed, lost or stolen. In every such case, the applicant for a substitute Security shall, at the expense of the applicant, furnish to the Issuer, the Trustee, the Security Registrar and any Security Co-Registrar such security or indemnity as may be required by them to save each of them harmless, provided that the indemnity of the investor party to the Investment Agreement shall be adequate indemnity hereunder. Also, in every case of destruction, loss or theft, the applicant shall furnish to the Issuer, the Trustee, the Security Registrar and any Security Co-Registrar evidence to their satisfaction of the destruction, loss or theft of such Security and of the ownership thereof. In every case of mutilation, the applicant shall surrender to the Trustee the Security so mutilated. The Trustee shall authenticate any such substitute Security and deliver the same. Upon the issuance of any substitute Security, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. If required by the Trustee or the Issuer, such applicant shall furnish an indemnity bond sufficient in the judgment of the Issuer and the Trustee to protect the Issuer, the Trustee, the Paying Agent, the Registrar and any co-registrar from any loss which any of them may suffer if a Security is replaced, provided that the indemnity of the investor party to the Investment Agreement shall be adequate indemnity hereunder. In case any Security shall have become mutilated, destroyed, lost or stolen, the Issuer may pay or authorize the payment of the same instead of issuing a substitute Security as permitted by this Section 2.07.

Every substitute Security issued pursuant to the provisions of this Section 2.07 by virtue of the fact that any Security is destroyed, lost or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Security shall at any time be found by anyone, and shall be entitled to all the benefits and is subject to all the terms and conditions of this Indenture equally and proportionately with any and all other Securities duly issued and outstanding hereunder. All Securities shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities and shall preclude any and all other rights or remedies,

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VOL 715 PAGE 110

notwithstanding any law or statute now existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

SECTION 2.08. Cancellation of Surrendered Securities. All Securities surrendered for prepayment in whole pursuant to the provisions of Article Three and all Securities surrendered for payment or for substitution or exchange or registration of transfer hereunder shall be delivered to the Trustee for cancellation and shall be canceled by the Trustee, and no Securities shall be issued in lieu thereof, except as otherwise provided in this Indenture. The Trustee shall destroy all canceled Securities held by it and shall deliver to the Issuer a certificate in respect of such destruction. If the Issuer shall acquire any of the Securities, however, such acquisition shall not operate as a prepayment or satisfaction of the indebtedness represented by such Securities unless and until the same are delivered to the Trustee for cancellation. Any Securities acquired by the Issuer and delivered to the Trustee shall be canceled by the Trustee upon receipt of written instructions from the Issuer.

SECTION 2.09. New Securities. Each new Security or Securities (herein, in this Section, called a "New Security") issued pursuant to Sections 2.06 or 2.07 in exchange for, in substitution for or in lieu of an outstanding Security (herein, in this Section, called an "Old Security") shall be dated the date of its authentication in accordance with Section 2.04 and shall be for an aggregate principal amount equal to the original principal amount of the Old Security. The Trustee shall mark on each New Security (a) the date to which principal and interest have been paid on such Security and (b) all payments and prepayments of principal made on such Old Security which are allocable to such New Security (provided that the Trustee's failure to so mark any Security shall have no effect on the amount of principal, premium or interest payable by the Issuer on any Security). Interest shall be deemed to have been paid on such New Security to the date to which interest was paid on such Old Security, and all payments and prepayments of principal marked on such New Security, as provided in clause (b) above, shall be deemed to have been made thereon. All New Securities issued pursuant to Sections 2.06 or 2.07 in exchange for, in substitution for or in lieu of Old Securities shall be valid obligations of the Issuer evidencing the same debt as such Old Securities and shall be entitled to the benefits of this Indenture and the

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VOL 715 PAGE 111

Security Documents to the same extent as such Old Securities.

ARTICLE THREE

Prepayment of Securities; Amortization

SECTION 3.01. Prepayment; Release of Mortgages.

(a) The Securities may not be prepaid prior to maturity except under the circumstances specified in this Section 3.01 and as required pursuant to Section 3.06. No prepayment of Securities under this Section 3.01 shall be permitted if a Default or Event of Default shall have occurred and be continuing.

(b) No optional prepayments of the Securities, other than in connection with the sale of economically obsolete Mortgaged Property as set forth in clause (e) below, certain events of casualty, condemnation or taxation as set forth in clause (d) below, partial releases as set forth in clause (f) below or the sale of the Plover, Wisconsin property as set forth in clause (g) below, may be made prior to June 30, 1995. Thereafter, the Securities may be prepaid, in whole or in part, upon notice given pursuant to Section 3.02, at the following optional prepayment prices, together with accrued interest to the date of prepayment:

Year Beginning <u>July 1</u>	Optional Prepayment Price
1995	105.725%
1996	105.725
1997	104.580
1998	103.435
1999	102.290
2000	101.145
2001	100.000

provided that no partial prepayment of the Securities will be permitted (except in connection with such economic obsolescence as set forth in clause (e) below, certain events of casualty, condemnation or taxation as set forth in clause (d) below, casualty, partial releases as set forth in clause (f) below or sales as set forth in clause (g) below) unless (i) the aggregate principal amount of the Securities

8707160030

VOL 715 PAGE 112

then being prepaid is more than \$25,000,000, (ii) the aggregate principal amount of the Securities outstanding exceeds \$150,000,000 (after giving effect to such prepayment) and (iii) no more than two such partial prepayments have been previously made.

(c) Upon any permitted prepayment pursuant to Section 3.01(b), and/or any required prepayment pursuant to Section 3.06, of the outstanding principal amount of the Securities in an amount equal to at least 110% of the applicable Release Value for a Mortgaged Property or Properties designated by the Issuer at the time of the making of such prepayment (the "Release Price"), together with accrued and unpaid interest thereon and the required premium, if any, (and the satisfaction of the conditions set forth in Section 3.01(h)) and subject if and to the extent required by TIA Section 314(d) to the receipt by the Trustee from the Issuer of a certificate or opinion of an Engineer, Appraiser or other expert as to the fair market value of such Mortgaged Property, which certificate or opinion shall state that in the opinion of the person making the same the proposed release will not impair the security under this Indenture in contravention of the provisions hereof, the lien of the Mortgage on such Mortgaged Property or Properties shall be released.

(d) As contemplated by Sections 7 and 9 of each Mortgage, the Issuer (i) may elect to prepay in part the Securities in the event of a Major Casualty or Condemnation Event with respect to the Mortgaged Property subject to such Mortgage and (ii) is required to prepay in part the Securities in the event of a Total Taking with respect to such Mortgaged Property or any casualty or condemnation event with respect to such Mortgaged Property if the conditions to restoration of such Mortgaged Property set forth in Section 8 of such Mortgage are not satisfied. In addition, as contemplated by Section 34 of each Mortgage, the Issuer may be required to prepay in part the Securities in the event of the imposition of certain taxes in respect of any such Mortgage. In the event any prepayment under this Section 3.01(d) is to be made, the Issuer shall prepay principal on the Securities in an amount equal to the applicable Release Price for such Mortgaged Property, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, plus accrued interest thereon to the date fixed for prepayment.

(e) Subject if and to the extent required by TIA Section 314(d) to the receipt by the Trustee from the Issuer

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VOL 715 PAGE 113

of a certificate or opinion of an Engineer, Appraiser or other expert as to the fair value of the affected Mortgaged Property, which certificate or opinion shall state that in the opinion of the person making the same the proposed release will not impair the security under this Indenture in contravention of the provisions hereof, any Mortgaged Property may be released from the lien of its respective Mortgage as follows:

(i) If the Board of Directors of the Issuer determines that a Mortgaged Property is economically obsolete, such Mortgaged Property may (subject to the satisfaction of the conditions set forth in Section 3.01(h)) be so released, provided that (x) such Mortgaged Property is sold for cash to a third party which is not an Affiliate of the Issuer, (y) the net proceeds from such sale (after payment of expenses incurred in connection with such sale) are used to prepay an unpaid principal amount of the Securities equal to the lesser of such net proceeds or the applicable Release Price, such prepayment to be at a prepayment price of 105.725% or, if the prepayment is made after June 30, 1997, at the then applicable optional prepayment price set forth in clause (b) above, plus accrued interest thereon, and (z) the total amount of proceeds so received in connection with all such sales and applied to prepayment of the Securities plus the aggregate principal amount of the Securities prepaid pursuant to Section 3.01(f) in connection with releases of liens of Mortgages on Released Parcels does not exceed \$15,000,000.

(ii) Subject so long as the Investment Agreement is in effect to the approval and consent of the institutional investor purchasing the Securities at initial issuance, any other Mortgaged Property may be so released, provided that (x) such Mortgaged Property is sold to a third party which is not an Affiliate of the Issuer and (y) within one year from the date of sale the Issuer substitutes other refrigerated warehouse properties (or cash or U.S. Government Obligations with a maturity not greater than 90 days or any combination thereof) under this Indenture for the Mortgaged Property sold with a then current Appraised Value at least equal to the initial Appraised Value specified in Exhibit B for the Mortgaged Property sold. If the Issuer so elects, cash or U.S. Government Obligations with a maturity not greater than 90 days may be provided under this Indenture to make up for any shortfall in the

appraised value of substituted properties, with any interest (or equivalent accretion to principal) therefrom released to the Issuer from time to time so long as no Default or Event of Default exists hereunder. For so long as the Investment Agreement is in effect subject to the approval of and consent of such institutional investor, after any such substitution of cash and/or U.S. Government Obligations, the Issuer may substitute therefor refrigerated warehouse properties with a then current Appraised Value at least equal to the amount of such cash or U.S. Government Obligations. For purposes of this Section 3.01, substituted refrigerated warehouse properties, U.S. Government Obligations and cash so substituted shall together be deemed a Mortgaged Property, and the initial Release Value of such deemed Mortgaged Property will be equal to the Release Value of the Mortgaged Property for which it was substituted. Until the foregoing conditions are satisfied, the proceeds from any sale of a Mortgaged Property must be pledged under this Indenture and invested in such U.S. Government Obligations, with any interest (or equivalent accretion to principal) therefrom released to the Issuer from time to time so long as no Default or Event of Default exists hereunder. In connection with any such substitution, the Issuer shall take all action necessary to provide the Trustee with a first lien on the substituted property subject only to the types of liens constituting Permitted Encumbrances, and shall deliver to the Trustee appropriate documentation corresponding to each item listed on Exhibit A hereto (with all references to the Underwriter and its counsel deemed to be references to the Trustee and its counsel), it being understood that the Issuer's right to substitute property shall be subject to the same conditions which would have been applicable had such property been included in the Mortgaged Property originally subject to this Indenture.

(f) The lien of the Mortgage on a portion of a Mortgaged Property designated by the Issuer may be released only upon satisfaction of the conditions set forth in Section 3.01(h) hereof and the following additional conditions:

(A) the proposed release shall be solely for the purpose of constructing a refrigerated warehouse or other similar facility for use by the Issuer in its business and the acreage to be released shall be limited solely to the unimproved land necessary to construct such facility and any required parking areas;

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VOL 715 PAGE 115

(B) at least sixty (60) days prior to the proposed release, the Issuer shall deliver to Trustee: (1) a statement setting forth the date of the proposed release; (2) a survey and a legal description of both the parcel to be released (the "Release Parcel") and the remainder of the Mortgaged Property (the "Remaining Mortgaged Property") showing the location of all existing and proposed buildings, parking areas and easements; (3) an appraisal prepared by the Appraiser setting forth the Appraised Value of both the Remaining Mortgaged Property and the Release Parcel and stating that, in the opinion of the Appraiser, the partial prepayment of principal of the securities in an amount equal to the Appraised Value of the Release Parcel and the release of the lien of the Mortgage from the Release Parcel will not impair the security of this Indenture; (4) endorsements to the title insurance policies on the Mortgaged Property waiving all defenses arising from the release of the Release Parcel; and (5) an Opinion of Counsel to the effect that such release will not affect the priority (with respect to which counsel may rely on an endorsement to the title policy insuring the Mortgage) or enforceability of the lien of the Mortgages with respect to the Mortgaged Property not released or this Indenture;

(C) the Release Parcel shall not comprise any portion of the Issuer's interest as tenant in a leasehold estate;

(D) the Release Parcel and the Remaining Mortgaged Property shall be separately assessed for tax purposes and shall constitute separate tax parcels;

(E) the Trustee shall have received a certificate from an Engineer or other satisfactory evidence that (x) the Release Parcel and the Remaining Mortgaged Property shall each separately conform to all Legal Requirements (as such term is defined in the Mortgage) and all requirements set forth in agreements affecting the Mortgaged Property and (y) the Remaining Mortgaged Property shall have adequate access and direct connection of all public utilities to publicly dedicated streets and/or roads and all easements necessary therefor exist or have been granted; and

(F) the Issuer shall have given notice of prepayment of an unpaid principal amount of the Securities equal to the Appraised Value of the Release Parcel and

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shall have complied with the procedures for prepayment and release set forth in Section 3.03 and prepaid such principal amount of the Securities, at the optional prepayment price specified in Section 3.01(b) as of the date of such prepayment or if such prepayment occurs prior to July 1, 1995, at the optional prepayment price of 105.725%, together with accrued interest to the date of prepayment; provided, however, that the aggregate principal amount of Securities prepaid pursuant to this Section 3.01(f) and the total amount of proceeds applied to the prepayment of Securities pursuant to Section 3.01(e) shall not exceed \$15,000,000.

(g) Upon the sale of the Plover, Wisconsin Mortgaged Property or the Watsonville, California Mortgaged Property pursuant to the exercise by a third party of a purchase option with respect thereto in effect as of the date of this Indenture and the prepayment of the outstanding principal amount of the Securities in an amount equal to the lesser of the net proceeds from such sale or 110% of the applicable Release Value for such Mortgaged Property, at a prepayment price equal to 100% of their principal amount, together with the payment of accrued and unpaid interest thereon, the lien of the Mortgage on such Mortgaged Property shall (subject to the satisfaction of the conditions set forth in Section 3.01(h)) be released.

(h) The lien of the Mortgage on a Mortgaged Property designated by the Issuer shall be released pursuant to Section 3.01(c), 3.01(d), 3.01(e), 3.01(f) or 3.01(g) upon satisfaction of the following conditions in addition to those set forth in such Section:

(i) no Default or Event of Default shall exist hereunder;

(ii) the Trustee shall have received (x) an Opinion of Counsel (which may, as to factual matters, rely on an Officer's Certificate) stating that all the conditions to such release (including the conditions to any substitution of collateral required in connection therewith) have been satisfied and that the Mortgages with respect to the Mortgaged Property not released and the Indenture remain in full force and effect and (y) any other information and/or documentation which the Issuer considers relevant or necessary or which the Trustee reasonably requests; and

6707150030

VOL 715 PAGE 117

(iii) the Issuer shall have paid and shall be responsible for all costs and expenses in connection therewith, including, but not limited to all attorney's fees (including the fees of counsel to, the Trustee) and all engineering, appraisal, recording and title company charges and any other expenses, and shall have provided indemnification satisfactory to the Trustee with respect to all such costs and expenses.

In dealing with any issues arising in connection with the release or substitution of collateral (such as forms of appraisals, supplemental security documents, opinions and title matters), the Trustee may rely on instructions received from the holders of a majority in principal amount of the Securities and, until such direction is given, need take no action which it believes may be prejudicial to the interest of the holders of the Securities.

SECTION 3.02. Notice of Prepayment. In the event that the Issuer elects or is required to prepay the Securities pursuant to Section 3.01 the Issuer shall, as evidence of satisfaction of the conditions precedent to such prepayment, deliver to the Trustee, at least 45 days prior to the date fixed for prepayment, an Officers' Certificate of the Issuer (i) stating that the Issuer is entitled or is required, as applicable, to effect such prepayment and setting forth in reasonable detail a statement of the facts showing that such conditions precedent have occurred or are or will be satisfied and (ii) specifying the date fixed for prepayment, the principal amount of the Securities to be prepaid and the premium (expressed as a portion of the prepayment price), if any, to be paid. The Trustee will be entitled to rely conclusively upon such Officers' Certificate. At least 30 but not more than 60 days prior to any date fixed for prepayment, the Trustee shall mail by first-class mail, postage prepaid, to the Holders of Securities at their addresses as the same appear on the Security Register, a notice of such prepayment containing the information specified in such notice.

The notice, if mailed as herein provided, shall be conclusively presumed to have been duly given to the Holder of a Security to whom such notice is mailed whether or not any Holder receives such notice. Neither any failure to give notice by mail nor any defect in the notice to the Holder of any Security to be prepaid shall affect the validity of the proceedings for the prepayment of any other Security.

8707190030

VOL 715 PAGE 118

SECTION 3.03. Procedures for Prepayment and Release. On or before the Business Day next preceding the date fixed for prepayment of Securities, the Issuer shall deposit with the Trustee or with the paying agents an amount of money sufficient to prepay, on the date fixed for prepayment, the principal amount of the Securities to be prepaid at the applicable prepayment price thereof.

The Trustee shall not in any event be liable for the payment of principal of or premium, if any, or interest on any Securities called for prepayment as herein provided, except to the extent that money shall have been deposited with it for such purpose.

Upon any prepayment of the Securities pursuant to Section 3.01, and the satisfaction of the conditions to such prepayment set forth in Section 3.01, the Issuer shall deliver to the Trustee an Officers' Certificate of the Issuer stating that such Securities have been prepaid and all such conditions to prepayment have been satisfied, and, in the case of any prepayment pursuant to Section 3.01 and/or Section 3.06 in connection with a release of the lien of any Mortgage (or portion thereof), the Issuer shall deliver to the Trustee an Officers' Certificate setting forth the calculations used to determine the principal amount of Securities to be prepaid in connection with such release and stating that the Issuer thereby confirms compliance with the provisions for determining such amount. Simultaneously with the receipt of any such certificates, the Trustee shall execute and deliver, at the Issuer's expense, proper instruments releasing the relevant Mortgaged Property, if any, from the Trust Estate, as provided in and subject to the terms of Section 3.01.

SECTION 3.04. Pro Rata Payments. In any case of the partial prepayment of the Securities pursuant to this Indenture, the aggregate principal amount of the Securities to be prepaid shall be allocated by the Trustee among Securities at the time outstanding in the proportion, as nearly as practicable (in multiples of \$1,000, with adjustments to equalize for prior prepayments), which the then unpaid principal amount of each such Security bears to the aggregate unpaid principal amount of all the Securities at the time outstanding, and the Trustee shall designate the portions of the Securities to be prepaid.

SECTION 3.05. When Securities Called for Prepayment Become Due and Payable. If notice of prepayment has

8707160030

VOL 715 PAGE 119

been mailed as provided in Section 3.02, the principal prepayment specified therein shall become due and payable on the date and at the place or places stated in such notice, at the applicable prepayment price, and on and after said date (unless the Issuer shall default in the payment of such principal at the applicable prepayment price) interest on such principal so to be prepaid shall cease to accrue.

SECTION 3.06. Amortization. Required principal payments on the Securities shall be made by the Issuer on each Payment Date, commencing on June 30, 1993, in an aggregate amount for each Payment Date (and an amount for each Security expressed as a percentage of the original principal amount of such Security) set forth below:

<u>Payment Date</u>	<u>Aggregate Principal Payment</u>	<u>Percent of Original Principal Amount of Each Security to be Amortized Per Payment</u>
June 30, 1993	\$ 3,750,000	
December 30, 1993	3,750,000	1.25%
June 30, 1994	7,500,000	1.25%
December 30, 1994	7,500,000	2.5%
June 30, 1995	7,500,000	2.5%
December 30, 1995	7,500,000	2.5%
June 30, 1996	7,500,000	2.5%
December 30, 1996	7,500,000	2.5%
June 30, 1997	7,500,000	2.5%
December 30, 1997	7,500,000	2.5%
June 30, 1998	18,000,000	2.5%
December 30, 1998	18,000,000	6.0%
June 30, 1999	18,000,000	6.0%
December 30, 1999	18,000,000	6.0%
June 30, 2000	18,000,000	6.0%
December 30, 2000	18,000,000	6.0%
June 30, 2001	18,000,000	6.0%
December 30, 2001	18,000,000	6.0%
June 30, 2002	18,000,000	6.0%
	78,000,000	26.0%

provided that the entire outstanding principal balance of the Securities shall be due and payable on the Maturity Date. No partial prepayment of the Securities pursuant to Section 3.01 shall relieve the Issuer of its obligation to make required principal payments pursuant to this Section.

8707160030

VOL 715 PAGE 120

SECTION 3.07. Adjustments to Release Value. The Release Values for the Mortgaged Properties will not be adjusted in connection with a prepayment and release of a Mortgaged Property pursuant to Section 3.01 in which the principal amount of Securities prepaid is equal to (and not greater than or less than) the Release Price of the Mortgaged Property being released. In connection with any other prepayment and/or release of a Mortgaged Property, the aggregate Release Values for the Mortgaged Properties remaining subject to this Indenture (after giving effect to such prepayment and/or release) will be appropriately increased or decreased so that the ratio of the aggregate Release Values of all such remaining Mortgaged Properties to the aggregate principal amount of Securities outstanding after giving effect to such prepayment and/or release is equal to the ratio of the aggregate Release Values of all Mortgaged Properties subject to this Indenture (prior to giving effect to such prepayment and/or release) to the aggregate principal amount of the Securities outstanding prior to giving effect to such prepayment and/or release. Any such adjustment to the aggregate Release Values will be allocated among the Release Values for the remaining Mortgaged Properties pro rata in accordance with the ratios established by the initial Release Values of such Properties (as set forth in Exhibit B).

ARTICLE FOUR

Particular Covenants, Representations and Warranties of the Issuer

The Issuer represents, warrants, covenants and agrees, as follows:

SECTION 4.01. Validity of Securities; Title to Trust Estate; Lien. (a) The Issuer is duly authorized under applicable law and its charter documents to create and issue the Securities, to execute and deliver this Indenture and all instruments included in the Trust Estate which are executed or delivered by the Issuer thereby and to mortgage and pledge the property included in the Trust Estate; all corporate action and governmental consents, authorizations and approvals necessary or required therefor have been duly and effectively taken or obtained. The Securities are legal, valid and binding obligations of the Issuer.

(b) The Security Documents and any other instrument included in the Trust Estate are valid and enforceable,

8707160090

VOL 715 PAGE 121

and are free of all liens, charges and encumbrances except as permitted hereby or thereby. The Issuer has full power and lawful authority to mortgage and pledge the property included in the Trust Estate, and the Trustee has a valid and enforceable mortgage and security interest therein, subject only to exceptions permitted hereby or thereby. Subject to the Permitted Encumbrances, the Issuer will at all times preserve, warrant and defend the Trustee's title and right in and to the property included in the Trust Estate against the claims of all persons.

SECTION 4.02. Maintenance of Liens and Recording.

(a) The Issuer will maintain and preserve the first priority mortgage liens (subject in the case of Fogelsville, Pennsylvania, to a prior mortgage lien until January 31, 1993) and security interest of the Security Documents and of any other instrument included in the Trust Estate so long as any Security is outstanding.

(b) The Issuer will, forthwith after the execution and delivery of this Indenture and thereafter from time to time, at the request of the Trustee or otherwise, cause the Security Documents, any other instrument included in the Trust Estate and any mortgage, financing statement, continuation statement or similar instrument relating to any lien thereof or to any property intended to be subject to any lien thereof or subject to the lien of the Security Documents or any other instrument included in the Trust Estate to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to protect the validity thereof or the liens thereof purported to be created upon the properties subject thereto and the interest and rights of the Trustee in the Trust Estate. As among the Issuer, the Holders and the Trustee, the Issuer will pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the Security Documents, or any amendments thereto or modifications thereof, of any other instrument included in the Trust Estate and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes (except income taxes or franchise taxes of parties other than the Issuer), duties and charges arising out of or in connection with the execution and delivery of such instruments.

(c) The Issuer will furnish, in connection with the execution and delivery of this Indenture and of each supplemental indenture and each mortgage referred to herein,

6707160090

VOL 715 PAGE 122

an Opinion of Counsel either stating that in the opinion of such counsel this Indenture or such supplemental indenture or mortgage has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective.

(d) The Issuer will furnish, annually, within three months after each anniversary of the execution and delivery of this Indenture, an Opinion of Counsel either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, rerecording and refiling of this Indenture and of each supplemental indenture and each mortgage referred to herein, as is necessary to maintain the lien thereof, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

SECTION 4.03. Performance and Enforcement.

(a) The Issuer will faithfully observe and perform, or cause to be observed and performed, all its covenants, agreements, conditions and requirements contained in the Security Documents or in any other instrument included in the Trust Estate strictly in accordance with the terms thereof and will maintain the validity and effectiveness of such instruments and the pledge thereof to the Trustee. The Issuer will take no action, nor permit any action to be taken, which will release any party to such instruments from any of its obligations or liabilities thereunder, or will result in the termination, modification or amendment, or will impair the validity, of any such instruments except as expressly provided for herein and therein. The Issuer will give the Trustee written notice of any Default by any party to any of such instruments promptly after it becomes known to the Issuer.

(b) At the request of the Trustee, the Issuer will, at its expense but subject to the direction and control of the Trustee, take such action, or at the Trustee's request furnish funds sufficient to enable the Trustee to take such action under or pursuant to this Indenture, as the Trustee may deem necessary for enforcing payment when due, subject to applicable notice and grace periods, the Security Documents or any other instrument included in the Trust Estate.

8707150000

VOL 715 PAGE 123

SECTION 4.04. Limitation on Dividends and Certain Other Payments. The Issuer may not, and may not permit any subsidiary to, declare or pay any dividend or make any distribution on any class of its capital stock or to the holders of any class of its capital stock (except dividends or distributions payable in capital stock of the Issuer), or purchase, redeem or otherwise acquire or retire for value (other than in shares of its capital stock) any capital stock of the Issuer or any subsidiary (any such declaration, payment, distribution, purchase, redemption or other acquisition or retirement being hereinafter referred to as a "Restricted Payment") if at the time the Issuer or such subsidiary becomes committed to make such Restricted Payment (A) a Default under the Indenture shall have occurred and be continuing or (B) upon giving effect to such Restricted Payment, the amount of such Restricted Payment, together with all other Restricted Payments made during or subsequent to the Reference Period, would exceed 50% of Net Available Cash; provided, however, that the provisions of the dividend covenant shall not prevent (i) the payment of any dividend, distribution on any class of the capital stock of the Issuer or any pro rata purchase of shares of any such class within 60 days after the date of declaration thereof, if at said date of declaration such payment complied with the provisions hereof; (ii) the payment of a dividend to the Issuer by a subsidiary; and (iii) so long as no Default has occurred and is continuing, the repurchase of capital stock of the Issuer from officers and employees of the Issuer, provided that (a) the aggregate amount of any such repurchases in any fiscal year (excluding repurchases made with proceeds of life insurance policies maintained by the Issuer on such officer or employee) does not exceed the sum of (x) for any fiscal year the amount received by the Issuer during such fiscal year as a result of the reissuance to officers and employees of the Issuer of capital stock previously repurchased by the Issuer pursuant to this clause (iii) and (y) for any fiscal year ending on or prior to February 28, 1989, \$250,000 and for any fiscal year ended thereafter, \$500,000, (b) to the extent the aggregate of such repurchases of any such fiscal year is less than the amount provided in subpart (a) of this clause (iii), such difference may be used for repurchases in subsequent fiscal years and (c) in no event shall the aggregate of such repurchases for this clause (iii) exceed \$500,000 in any fiscal year ended on or prior to February 28, 1989.

SECTION 4.05. Payment of Principal of, Premium, if Any, and Interest on Securities. The Issuer will duly and punctually pay or cause to be paid the principal of,

premium, if any, and interest (without deduction or withholding for or on account of any taxes except as required by law) on each of the Securities at the places, at the respective times and in the manner provided in the Securities and this Indenture. Applicable United States taxes will be withheld from payments on any Security for any year in which the Trustee has not received from the Holder thereof, if such Holder is not a United States Person, a properly executed Form 4224 or Form 1001 (or successor thereto) in accordance with appropriate U.S. Treasury regulations.

SECTION 4.06. Appointment of Agents. As long as any of the Securities remain outstanding, the Issuer will maintain one or more agencies where notices and demands (other than in respect of payment on the Securities) by Holders of Securities to or upon the Issuer, in respect of the Securities or this Indenture may be served and where the Securities may be presented for payment by the Issuer and for registration of transfer and for exchange as in this Indenture provided. In addition, the Issuer hereby appoints the Trustee at its Corporate Trust Office as the paying agent of the Issuer, but the Issuer shall have the right at any time and from time to time to vary or terminate any such appointment as paying agent and to appoint additional and other such agents. The Issuer will give to the Trustee notice of the location of such additional and other offices or agencies of the Issuer and of any change in the location of any of such offices or agencies. No agent appointed by the Issuer pursuant to this Section 4.06 shall be liable to the Issuer or to the Holder of any Security except in the case of its own negligent action, its own negligent failure to act or its own willful misconduct.

The Issuer hereby initially appoints the Trustee at its Corporate Trust Office in Hartford as Security Registrar and paying agent. The Corporate Trust Office of the Trustee, at the date of this Indenture, is at 777 Main Street, Hartford, Connecticut 06115, Attention: Bond and Trustee Administration Department. The Issuer also appoints the Hartford Trust Company of New York at its office on 40 Broad Street, New York, New York, 10004, as co-registrar and co-paying agent. The Issuer agrees that for as long as any of the Securities remain outstanding, a co-paying agent (designated for the purpose of surrender of Securities pursuant to Section 2.04) and registrar will be maintained in New York, New York.

The Issuer agrees that at least one of the agencies where the notices and demands referred to in this

8707160090

VOL 715 PAGE 125

Section 4.06 may be served will, for as long as any of the Securities remain outstanding, be maintained in New York, New York. The Issuer hereby initially appoints the Trustee at its Corporate Trust Office and the co-paying agent specified above as its agent for receipt of such notices and demands.

SECTION 4.07. Paying Agents To Hold Funds in Trust. (a) Whenever the Issuer shall appoint a paying agent other than the Trustee, it will cause such paying agent to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section 4.07,

(1) that it will hold all sums held by it as such agent for the payment of the principal of, premium, if any, and interest on the Securities in trust for the benefit of the Holders of the Securities and will notify the Trustee of the receipt of sums to be so held, and

(2) that it will give the Trustee notice of any failure by the Issuer to make any payment of the principal of, premium, if any, or interest on the Securities when the same shall be due and payable.

(b) Anything in this Section 4.07 to the contrary notwithstanding, the Issuer may, at any time, for the purpose of obtaining satisfaction and discharge of this Indenture, or for any other reason, cause to be paid to the Trustee all sums held in trust by any paying agent hereunder as required by this Section 4.07, such sums to be held by the Trustee upon the trusts herein contained.

(c) Anything in this Section 4.07 to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section is subject to the provisions of Sections 6.03 and 6.04.

SECTION 4.08. Appointment of Trustee by Issuer. Whenever necessary to avoid or fill a vacancy in the office of the Trustee, the Issuer will appoint, in the manner provided in Section 7.08, a Trustee, so that there shall at all times be a Trustee hereunder.

SECTION 4.09. Availability of Information. The Trustee shall preserve, in as current a form as is reasonably practicable, the most recent list available to it of the names and addresses of the Holders of Securities. From

8707160090

VOL 715 PAGE 126

time to time, whenever reasonably requested by the Trustee, the Issuer will furnish or make available to the Trustee such information as may be necessary to permit the Trustee to carry out its duties hereunder. If at any time the Trustee shall not be the Security Registrar, the Issuer will furnish or cause to be furnished to the Trustee monthly not later than two Business Days before each Payment Date and at such other times as the Trustee may reasonably request a list in such form as the Trustee may reasonably require of the names and addresses of Holders of Securities as of the Record Date for such Payment Date.

SECTION 4.10. Books of Account; Inspection by the Trustee; Financial Statements; Notices; Statements as to Compliance. (a) The Issuer will keep or cause to be kept proper books of record and account, in which full, true and correct entries shall be made of all dealings or transactions of or in relation to the Securities and the Mortgaged Properties and the business and affairs of the Issuer relating to the Mortgaged Properties.

(b) The Issuer shall file with the SEC and, within 15 days thereafter, provide to the Trustee and mail to the Holders of Securities copies of the annual report and of the information, documents and other reports specified in Sections 13 and 15(d) of the Securities Exchange Act of 1934 as being required of issuers subject to such reporting requirements so long as any Securities are Outstanding (whether or not the Issuer would be required to file such reports with the SEC in the absence of the requirements of this Section 4.10(b)). The Issuer also shall comply with the provisions of TIA § 314(a).

(c) The Issuer shall deliver to the Trustee within 120 days after the end of each fiscal year of the Issuer an Officers' Certificate stating whether or not the signers know of any Default or Event of Default that occurred during such period, describing such Default or Event of Default, if any, and its status.

(d) The Issuer agrees promptly to give notice to the Trustee of:

(i) the occurrence of any Default or Event of Default;

(ii) any (A) default (after any applicable grace period has expired) under any material provision of any agreement, instrument or undertaking to which the

Issuer is a party or by which it or any of its property is bound or (B) litigation, investigation or proceeding which may exist at any time between the Issuer and any Person, which default or litigation, if adversely determined, could have a material adverse effect on the business, operations or condition, financial or otherwise, of the Issuer or any of its properties;

(iii) any litigation or proceeding affecting the Issuer in which the amount involved is \$500,000 or more and is either not covered by insurance or is covered by insurance as to which the insurer has disclaimed liability or in which injunctive or similar relief is sought; or

(iv) a material adverse change in the business, operations or condition, financial or otherwise, of the Issuer.

Each notice given pursuant to this Section 4.10(d) shall be accompanied by an Officers' Certificate setting forth details of the occurrence referred to therein and stating what action, if any, the Issuer proposes to take with respect thereto.

(e) The Issuer will, at any and all times, within a reasonable time after written request by the Trustee, furnish or cause to be furnished to the Trustee, in such manner and in such detail as may be reasonably requested by the Trustee, additional information with respect to the Mortgaged Properties.

(f) The statements and other information furnished to the Trustee under this Section are to be retained by the Trustee in its files. Copies of such information pursuant to this Section shall be provided by the Trustee upon request only to the Holders of Securities at the Issuer's expense or their duly designated representatives or agents, and the Trustee shall be under no other duty with respect to the same.

SECTION 4.11. Payment of Taxes and Other Claims.
The Issuer will pay or discharge or cause to be paid or discharged, before any fines or penalties are imposed, (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income, profits or property and (b) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon its property in such amount as may be material to the Issuer;

provided, however, that the Issuer shall have the right, at its sole cost and expense, to contest or object to the amount or validity of any tax, assessment, charge or claim by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the Issuer's covenant to pay such tax, assessment, charge or claim at the time and in the manner provided in this Section, unless the Issuer has given prior written notice to the Trustee of its intent so to contest or object and unless (i) such legal proceedings shall operate conclusively to prevent the sale or forfeiture of the Mortgaged Property, or any part thereof, to satisfy such tax, assessment, charge or claim prior to final determination of such proceedings and (ii) the Issuer shall furnish a good and sufficient bond from a surety company reasonably satisfactory to the Trustee or other security reasonably satisfactory to the Trustee in the amount of the tax, assessment, charge or claim which is being contested plus any interest and penalty which may be imposed thereon and which could become a lien against the Mortgaged Property.

SECTION 4.12. Corporate Existence and Rights; Fiscal Year. The Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and franchises; provided, however, that the Issuer shall not be required to preserve any such franchise if it shall determine that the preservation thereof is no longer desirable in the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Holders of the Securities and shall deliver to the Trustee an Officers' Certificate to that effect. Any such determination shall be binding on the Trustee unless it has express knowledge to the contrary.

SECTION 4.13. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer to the Trustee to take any action under this Indenture, the Issuer shall furnish to the Trustee upon the Trustee's request:

(1) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 4.14. Statements Required in Certificate or Opinion. Each certificate or opinion with regard to compliance with a covenant or condition provided for in this Indenture shall include:

- (1) a statement that the person making such certificate or opinion has read such covenant or condition;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (4) a statement as to whether or not, in the opinion of such person, such covenant or condition has been complied with.

SECTION 4.15. Fogelsville Mortgage. With respect to the Mortgaged Property located in Fogelsville, Pennsylvania, the Issuer shall, at its expense, on or prior to January 31, 1993, cause the Mortgage on such Mortgaged Property to constitute a first priority mortgage unless the lien of such Mortgage has been released from such Mortgaged Property pursuant to the provisions of Section 3.01.

ARTICLE FIVE

Events of Default and Remedies

SECTION 5.01. Events of Default. An "Event of Default" occurs if:

- (1) the Issuer defaults in the payment of interest on any Security when the same becomes due and payable, and such default continues for a period of 30 days;
- (2) the Issuer defaults in the payment or prepayment of the principal of or premium, if any, on any Security when the same becomes due and payable at its stated maturity, upon declaration or otherwise;

8707160030

VOL 715 PAGE 130

(3) the Issuer fails to comply with the requirements for consolidation, merger or conveyance, transfer or lease of all or of substantially all its assets, as set forth in Article 9;

(4) the Issuer fails to observe or perform any of its covenants or agreements set forth in the Securities or in this Indenture and the Default continues for a period of 60 days after the date on which written notice of such failure, requiring the Issuer to remedy the same, shall have been given to the Issuer and the Trustee by the Holders of at least 25% in aggregate principal amount of the Securities at the time outstanding, or by the Trustee to the Issuer, stating that such notice is a "Notice of Default" hereunder;

(5) a default or an event of default (as such term is defined in the instrument or agreement under which the Indebtedness in question is issued) occurs under any instrument under which there may be issued, or by which there may be secured or evidenced, any Indebtedness of the Issuer or any Subsidiary and the holders of such Indebtedness have accelerated such Indebtedness, or any default occurs in payment of such Indebtedness, if the total of all such Indebtedness which has been so accelerated and all such Indebtedness which is overdue shall exceed \$2,500,000, and there shall have been a failure to obtain rescission or annulment of all such accelerations or to pay in full the amount in default (together with any applicable interest) by the expiration of any applicable grace period;

(6) the Issuer pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a custodian of it or for any substantial part of its property; or

(D) makes a general assignment for the benefit of its creditors;

8707160030

VOL 715 PAGE 131

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Issuer in an involuntary case;

(B) appoints a custodian of the Issuer or for any substantial part of its property; or

(C) orders the winding up or liquidation of the Issuer;

and the order or decree remains unstayed and in effect for 60 days;

(8) an "Event of Default" as defined in any Security Document shall have occurred and be continuing;

(9) so long as the Investment Agreement shall be in effect, an "Event of Default" as defined in the Investment Agreement shall have occurred and be continuing; or

(10) any representation, warranty or other statement made by or on behalf of the Issuer set forth in this Indenture, in any Security Document, in any other instrument included in the Trust Estate or in any certificate, demand or request delivered to the Trustee or any Holder of Securities pursuant to this Indenture, any Security Document or any other instrument included in the Trust Estate shall prove to have been false or misleading in any material respect as of the date when made.

The Issuer shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any event which with the giving of notice and the lapse of time would become an Event of Default under clause (4) or (5) hereof.

SECTION 5.02. Acceleration. If an Event of Default occurs and is continuing, the Trustee by notice to the Issuer, or the Holders of at least 25% in principal amount of the Securities by notice to the Issuer and the Trustee, may declare the principal of and accrued interest on all the Securities and all other amounts due hereunder or thereunder to be due and payable provided that upon the occurrence of an Event of Default described in clause (6) or (7) of Section 5.01, the principal of and accrued interest

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VOL 715 PAGE 132

on all of the Securities shall automatically become due and payable, without presentment, demand or other requirements of any kind, all of which are hereby expressly waived by the Issuer. Upon such a declaration, such principal, interest and all other amounts shall be due and payable immediately. The Holders of a majority in principal amount of the Securities by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration.

SECTION 5.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture. If the Trustee purchases any Trust Property at a foreclosure or trustee's sale by bidding any of or all the amounts outstanding under the Securities, then such principal, premium, if any, interest and other amounts outstanding under the Securities (in an aggregate amount equal to the amount bid by the Trustee) as are specified by the Trustee shall be deemed to be satisfied and discharged concurrently with such purchase.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of Securities in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

SECTION 5.04. Waiver of Past Defaults. Subject to Section 8.02, the Holders of a majority in principal amount of the Securities by notice to the Trustee may waive an existing Default or Event of Default and its consequences except (a) a Default in the payment of the principal of or premium, if any, or interest on a Security, (b) a Default depriving the Trustee or any Holder of a lien upon any of the Mortgaged Properties included in the Trust Estate or (c) a Default in respect of any covenant or provision of this Indenture which cannot be amended or modified without the consent of the Holder of each Security affected thereby. When a Default is waived, it is deemed cured, but no such

waiver shall extend to any subsequent or other Default or Event of Default or impair any consequent right.

SECTION 5.05. Control by Majority. The Holders of a majority in principal amount of the Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of other Security holders or would involve the Trustee in personal liability.

SECTION 5.06. Limitation on Suits. A Holder of Securities may not pursue any remedy with respect to this Indenture or the Securities unless:

(1) the Holder gives to the Trustee written notice stating that an Event of Default is continuing;

(2) the Holders of at least 25% in principal amount of the Securities make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee reasonable security or indemnity against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) the Holders of a majority of principal amount of the Securities do not give the Trustee a direction inconsistent with the request during such 60-day period.

A Holder of Securities may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder.

SECTION 5.07. Rights of Holders To Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Securities held by such Holder, on or after the respective due dates expressed in the Securities, or to bring suit for the enforcement of any such

8707160030

VOL 715 PAGE 134

payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 5.08. Collection Suit by Trustee. If an Event of Default in payment of interest or principal specified in Section 5.01(1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount of principal and interest remaining unpaid and the amounts provided for in Section 7.07.

SECTION 5.09. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Securityholders allowed in any judicial proceedings relative to the Issuer, its creditors or its property and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.07.

SECTION 5.10. Priorities. If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

FIRST: to the Trustee for amounts due under Section 7.07;

SECOND: to the payment of the whole amount then owing and unpaid upon the Securities for principal, premium, if any, and interest; and in case such moneys shall be insufficient to pay in full the whole amount so due and unpaid upon the Securities, then to the payment of such principal, premium, if any, and interest, without preference or priority of principal or premium, if any, over interest, or interest over principal or premium, if any, or of any Installment Payment over any other Installment Payment, or of any Securities over any other Securities, ratably to the aggregate of such principal, premium, if any, and interest; and

THIRD: to the payment of the remainder, if any, to the Issuer, its successors or assigns or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may determine.

The Trustee may fix a record date and payment date for any payment to Securityholders pursuant to this Section. At least 15 days before such record date, the Issuer shall mail to each Securityholder a notice that states the record date, the payment date and amount to be paid.

SECTION 5.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 5.07 or a suit by Holders of more than 10% in principal amount of the Securities.

SECTION 5.12. Waiver of Stay or Extension Laws. The Issuer (to the extent it may lawfully do so) shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE SIX

[Intentionally Omitted]

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VOL 715 PAGE 136

ARTICLE SEVEN

Concerning the Trustee

SECTION 7.01. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the Trustee need perform only those duties that are specifically set forth in this Indenture and the Security Documents and no others; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture and the Security Documents.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section.

8707160030

VOL 715 PAGE 137

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree with the Issuer.

SECTION 7.02. Rights of Trustee. (a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers provided that the Trustee's conduct does not constitute negligence or bad faith.

SECTION 7.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Issuer or its affiliates with the same rights it would have if it were not Trustee. Any paying agent, Registrar or co-registrar may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

SECTION 7.04. Trustee's Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Issuer's use of the proceeds from the Securities, and it shall not be responsible for any statement in the Securities other than its certificate of authentication.

SECTION 7.05. Notice of Defaults. If a Default or an Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to each Holder of Securities notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default in payment of principal of or interest on any Security, the Trustee may withhold the notice if and so long

as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Holders of Securities.

SECTION 7.06. Reports by Trustee to Holders. As promptly as practicable after each May 15 beginning with the May 15 following the date of this Indenture, and in any event prior to July 15 in each year and within 12 months from the date the prior report hereunder was transmitted to the Holders of Securities, the Trustee shall mail to each Holder of Securities in accordance with TIA § 313(c), a brief report dated as of May 15 that complies with TIA § 313(a). The Trustee also shall comply with TIA § 313(b).

A copy of each report at the time of its mailing to Holders of Securities shall be filed with the SEC and each stock exchange on which the Securities are listed. The Issuer agrees to notify the Trustee whenever the Securities become listed on any stock exchange and of any delisting thereof.

SECTION 7.07. Compensation and Indemnity. The Issuer shall pay to the Trustee from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expenses shall include the reasonable compensation and expenses of the Trustee's agents and counsel. The Issuer shall indemnify the Trustee against any loss, liability or expense (including attorneys' fees) incurred by it without negligence or bad faith on its part in connection with the administration of this trust and the performance of its duties hereunder. The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. The Issuer need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence or bad faith.

To secure the Issuer's payment obligations in this Section, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee, except that held in trust to pay principal of and interest on particular Securities.

The Issuer's payment obligations pursuant to this Section shall survive the discharge of this Indenture. When the Trustee incurs expenses after the occurrence of an Event

of Default specified in subsection 5.01(6) or (7), the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

SECTION 7.08. Replacement of Trustee. The Trustee may resign by so notifying the Issuer. The Holders of a majority in principal amount of the Securities may remove the Trustee by so notifying the removed Trustee and may appoint a successor Trustee. The Issuer may remove the Trustee if:

- (1) the Trustee fails to comply with Section 7.10;
- (2) the Trustee is adjudged a bankrupt or insolvent;
- (3) a receiver or other public officer takes charge of the Trustee or its property; or
- (4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, then, unless the Holders of Securities have appointed a Successor Trustee as provided above, the Issuer shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Immediately after receiving such acceptance, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07, the resignation or removal of the retiring Trustee shall then become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. A successor Trustee shall mail notice of its succession to each Holder of Securities.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer or the Holders of a majority in principal amount of the Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Holder of Securities may petition any court of competent

jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

SECTION 7.09. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

SECTION 7.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of TIA § 310(a)(1). The Trustee shall have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with TIA § 310(b), including the optional provision permitted by the second sentence of TIA § 310(b)(9).

SECTION 7.11. Preferential Collection of Claims Against Corporation. The Trustee shall comply with TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated.

SECTION 7.12. Separate and Co-trustees. (a) If at any time the Trustee shall deem it necessary for the purpose of meeting legal requirements applicable to it in the performance of its duties as mortgagee, trustee or beneficiary (or similar capacity) under any Mortgages, the Trustee shall have the power to appoint one or more Persons to act as separate trustees or co-trustees thereunder, jointly with the Trustee, except as set forth in subsection (b)(1), of any of the Mortgaged Properties subject to the lien thereof, and any such Persons shall be such separate trustee or co-trustee, with such powers and duties consistent with the Mortgages and this Indenture as shall be specified in the instrument appointing him or it. If the Trustee shall request the Issuer so to do, the Issuer shall join with the Trustee in the execution of such instrument, but the Trustee shall have the power to make such appointment without making such request.

(b) Every separate trustee and co-trustee shall, to the extent not prohibited by law, be subject to the following terms and conditions:

(1) the rights, powers, duties and obligations conferred or imposed upon such separate or co-trustee

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VOL 715 PAGE 141

shall be conferred or imposed upon and exercised or performed by the Trustee and such separate or co-trustee jointly, as shall be provided in the instrument appointing him or it, except to the extent that under any law of any jurisdiction in which any particular act is to be performed any nonresident trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or co-trustee;

(2) all powers, duties, obligations and rights conferred upon the Trustee, in respect of the custody of all cash deposited hereunder or under the Mortgages, shall be exercised solely by the Trustee; and

(3) the Trustee may at any time by written instrument accept the resignation of or remove any such separate trustee or co-trustee, and upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal, but the Trustee shall have the power to accept such resignation or to make such removal without making such request. A successor to a separate trustee or co-trustee so resigning or removed may be appointed in the manner otherwise provided herein.

(c) Such separate trustee or co-trustee, upon acceptance of such trust, shall be vested with the estates or property specified in such instrument, either jointly with the Trustee, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of the Mortgages; and every such instrument shall be filed with the Trustee. Any separate trustee or co-trustee may, at any time, by written instrument constitute the Trustee, his agent or attorney-in-fact with full power and authority, to the extent permitted by law, to do all acts and things and exercise all discretion authorized or permitted by him, for and in behalf of him and in his name. If any separate trustee or co-trustee shall be dissolved, become incapable of acting, resign, be removed or die, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee, without the appointment of a successor to said separate trustee or co-trustee, until the appointment of a successor to said co-trustee is necessary as provided in this Section.

8707160030

VOL 715 PAGE 142

(d) Any notice, request or other writing, by or on behalf of any Holder, delivered to the Trustee shall be deemed to have been delivered to all separate trustees and co-trustees.

(e) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

ARTICLE EIGHT

Amendments, Supplements and Waivers

SECTION 8.01. Without Consent of Holders. The Issuer and the Trustee may amend or supplement this Indenture or the Securities without notice to or consent of any Holder of Securities:

- (1) to cure any ambiguity, omission, defect or inconsistency;
- (2) to comply with Article 9;
- (3) to provide for uncertificated Securities in addition to or in place of certificated Securities; or
- (4) to make any change that does not adversely affect the rights of any Holder of Securities.

SECTION 8.02. With Consent of Holders. The Issuer may amend or supplement this Indenture or the Securities without notice to any Holder but with the written consent of the Holders of at least a majority in principal amount of the Securities. The Holders of a majority in principal amount of the Securities may waive any past default or compliance by the Issuer with any provision of this Indenture or the Securities without notice to any Holder. However, without the consent of each Holder affected, an amendment, supplement or waiver, including a waiver pursuant to Section 6.04, may not:

- (1) reduce the amount of Securities whose Holders must consent to an amendment, supplement or waiver;
- (2) reduce the rate of or extend the time for payment of interest on any Security;

(3) reduce the principal of or extend the fixed maturity of any Security;

(4) reduce the premium payable upon the prepayment of any Security;

(5) make any Security payable in money other than that stated in the Security;

(6) make any change in Section 5.04 or 5.07 or this Section;

(7) waive any Default in the payment of principal of or interest on any Security, or a Default depriving the Trustee or any Holder of a lien upon any of the Mortgaged Properties included in the Trust Estate; or

(8) release any property from the lien of the Mortgages except in accordance with the terms thereof and of this Indenture.

So long as the Investment Agreement is in effect, clause (9) of Section 5.01 hereof may not be amended, supplemented or waived without the consent of the institutional investor purchasing the Securities at initial issuance.

It shall not be necessary for the consent of the Holders of the Securities under this Section 8.02 to approve the particular form of any proposed amendment or supplement, but it shall be sufficient if such consent shall approve the substance thereof.

After an amendment under this Section becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment. The failure to give such notice to all Holders shall not affect the validity of an amendment under this Section.

SECTION 8.03. Compliance with Trust Indenture Act. Every amendment to or supplement of this Indenture or the Securities shall comply with the TIA as then in effect.

SECTION 8.04. Revocation and Effect of Consents. A consent to an amendment, supplement or waiver by a Holder of a Security shall bind such Holder and every subsequent Holder of that Security or portion of the Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on the Security. However, any such Holder or subsequent Holder may revoke the

consent as to such Holder's Security or portion of the Security if the Trustee receives the notice of revocation before the date the amendment, supplement or waiver becomes effective.

After an amendment, supplement or waiver becomes effective, it shall bind every Holder unless it makes a change described in clauses (1) through (7) of Section 8.02. In that case the amendment, supplement or waiver shall bind each Holder of a Security who has consented to it and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security.

SECTION 8.05. Notation on or Exchange of Securities. If an amendment, supplement or waiver changes the terms of a Security, the Trustee may require the Holder of the Security to deliver it to the Trustee. The Trustee may place an appropriate notation on the Security regarding the changed terms and return it to the Holder. Alternatively, if the Issuer or the Trustee so determines, the Issuer in exchange for the Security shall issue and the Trustee shall authenticate a new Security that reflects the changed terms.

SECTION 8.06. Trustee To Sign Amendments. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article if the amendment, supplement or waiver does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, supplement or waiver the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture.

SECTION 8.07. Waiver of Compliance by Holders. Anything in this Indenture to the contrary notwithstanding, any of the acts which the Issuer is required to do or is prohibited from doing by any of the provisions of this Indenture may, to the extent that such provisions might be changed or eliminated by a supplemental indenture pursuant to Section 8.02 hereof upon consent of the Holders of a majority in aggregate principal amount of the Securities at the time outstanding, be omitted or done by the Issuer if there is obtained the prior written consent thereto of the Holders of a majority of the aggregate principal amount of the Securities at the time outstanding, or the prior written waiver of compliance with any such provision or provisions

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VOL 715 PAGE 145

signed by such Holders. The Issuer agrees promptly to file with the Trustee a duplicate original of each such consent or waiver.

ARTICLE NINE

Merger, Consolidation, Sale or Transfer of Assets

SECTION 9.01. Merger, Consolidation or Transfer of Assets. The Issuer shall not consolidate with or merge into, or convey or transfer or lease all or substantially all its assets to, another Person unless (i) the resulting, surviving or transferee Person (if not the Issuer) shall be a Person organized and existing under the laws of the United States or any State thereof or the District of Columbia and such entity shall assume by supplemental indenture all the obligations of the Issuer under the Securities and this Indenture, (ii) immediately after giving effect to such transaction, no Default shall have happened and be continuing and (iii) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture comply with this Indenture.

When a successor corporation assumes all the obligations of its predecessor under the Securities and the Indenture, the predecessor corporation will be released from those obligations.

ARTICLE TEN

Miscellaneous Provisions

SECTION 10.01. Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the required provision shall control.

SECTION 10.02. Communication by Holders with Other Holders. Holders of Securities may communicate pursuant to TIA § 312(b) with other Holders with respect to their rights under this Indenture or the Securities. The Issuer, the Trustee, the Registrar and anyone else shall have the protection of TIA § 312(c).

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SECTION 10.03. Notices. Any notice or communication shall be sufficiently given if in writing and delivered in person or mailed by first-class mail addressed as follows:

if to the Issuer:

Americold Corporation
1515 Southwest Fifth Avenue, Suite 700
Portland, Oregon 97201

Attention: Joel M. Smith

if to the Trustee:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Attention: Bond and Trustee
Administration Department.

The Issuer or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Holder of Securities shall be mailed to such Holder at his address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

Failure to mail a notice or communication to a Holder of Securities or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

SECTION 10.04. When Treasury Securities Disregarded. In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Issuer or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer shall be disregarded and deemed not to be outstanding, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which the

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VOL 715 PAGE 147

Trustee knows are so owned shall be so disregarded. Also, subject to the foregoing, only Securities outstanding at the time shall be considered in any such determination.

SECTION 10.05. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Holders of Securities. The Registrar and the paying agent may make reasonable rules for their functions.

SECTION 10.06. Legal Holidays. A "Legal Holiday" is a Saturday, a Sunday or a day on which banking institutions are not required to be open in the State of New York or the State of Connecticut or the State of Oregon. If a Payment Date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period; provided that if the Maturity Date is a Legal Holiday, interest shall accrue for such intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

SECTION 10.07. Successors. All agreements of the Corporation in this Indenture and the Securities shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor.

SECTION 10.08. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture.

SECTION 10.09. Security Agreement. This Indenture shall constitute a security agreement under the Uniform Commercial Code as in effect in the State of New York. Upon the occurrence of any Event of Default, and in addition to any other rights available under this Indenture, any Security Document or any other instruments included in the Trust Estate or otherwise available at law or in equity, the Trustee shall have all rights and remedies of a secured party on default under the Uniform Commercial Code to enforce the assignments and security interests contained herein and, in addition, shall have the right, subject to compliance with any mandatory requirements of applicable law, to sell or apply any or all of the Trust Estate and any other rights and other interests assigned or pledged hereby at public or private sale. All amounts received hereunder shall be applied first to all costs and expenses incurred by

8707160030

VOL 715 PAGE 148

the Trustee in connection with such collection and enforcement and thereafter as provided in this Indenture.

SECTION 10.10. Separability Clause. In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10.11. Governing Law. This Indenture and each of the Securities issued hereunder shall be deemed to be contracts made under the laws of the State of New York and shall for all purposes be governed by, and construed in accordance with, the laws of such State.

SECTION 10.12. Table of Contents; Headings. The table of contents and the titles and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not being considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

THE CONNECTICUT NATIONAL BANK hereby accepts the trusts in this Indenture declared and provided and agrees to

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VOL 715 PAGE 149

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perform its duties hereunder for the benefit of the Holders,
upon the terms and conditions hereinabove set forth.

IN WITNESS WHEREOF, AMERICOLD CORPORATION has
caused this Indenture to be signed and acknowledged by its
President, and its corporate seal to be affixed hereunto,
and the same to be attested by its Assistant Secretary; and
THE CONNECTICUT NATIONAL BANK has caused this Indenture to
be signed and delivered by one of its Vice Presidents and
its corporate seal to be affixed hereunto, and the same to
be attested by one of its Responsible Officers, all as of
the day and year first above written.

AMERICOLD CORPORATION,

by

Joel M. Smith
Vice President

Attest:

Lon V. Leneve
Lon V. Leneve
Assistant Secretary

[Seal]

THE CONNECTICUT NATIONAL BANK,

by

Laura Crowley
Laura Crowley
Vice President

Attest:

Title:

[Seal]

VOL 715 PAGE 150

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STATE OF NEW YORK,)
) ss.:
 COUNTY OF NEW YORK,)

On this ~~first~~ ^{second} day of July 1987, before me personally came Joel Smith, to me known, and who, being by me duly sworn, did depose and say that he resides at 7701 SE 30th Avenue, Portland, Oregon, that he is the Vice President of AMERICOLD CORPORATION, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

Mary M. Mazzella
 Commission Expires: 9/30/89

MARY M. MAZZELLA
 NOTARY PUBLIC, State of New York
 No. 4037107
 Qualified in New York County
 Commission Expires September 30, 1989

VOL 715 PAGE 151

8707150030

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.:

On this ^{second} first day of July 1987, before me personally came Laura Crowley, to me known, and who, being by me duly sworn, did depose and say that she resides at **300E 56TH ST.** **P.O. Box 16022**, that she is a Vice President of THE CONNECTICUT NATIONAL BANK, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that she signed her name thereto by like authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

Mary M. Mazzeila
Commission Expires: **9/30/89**

MARY M. MAZZELLA
NOTARY PUBLIC, State of New York
No. 4537107
Qualified in New York County
Commission Expires September 30, 1989

[P70573]
[2164-518]
EXHIBIT A

Conditions to the Issuer's Issuance of the
Securities and the Trustee's Acceptance of the
Security Documents

The issuance of the Securities by the Issuer and the acceptance of the Security Documents by the Trustee shall be subject to the satisfaction in all material respects of the conditions set forth below. The Trustee shall be entitled to rely conclusively upon the advice of The First Boston Corporation (the "Underwriter") as to those matters specified below as requiring the approval of the Underwriter. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Indenture and the Mortgages.

(1) There shall have been furnished to the Trustee a copy of the engineering reports of Merritt & Harris, Inc., with respect to each Mortgaged Property.

(2) The Mortgages shall have been duly executed and delivered to a designated representative of Ticor Title Insurance Company of California or such other title insurance company as shall be reasonably acceptable to the Underwriter and its counsel (the "Title Company") in form satisfactory to the Title Company for recording, there shall have been furnished to the Trustee duly executed copies of the Mortgages and the Issuer shall have paid or provided for all applicable recording or filing fees and taxes in connection with the recording of the Mortgages.

(3) There shall have been furnished to the Trustee a policy or policies of mortgagee title insurance (or binding commitments therefor) on the American Land Title Association ("ALTA") form of Loan Policy (1971) (or nearest equivalent, where unavailable) with evidence of appropriate reinsurance on a direct access basis, and an aggregate liability limit of not less than \$300,000,000, issued by the Title Company, naming the Trustee as the holder of valid, first priority mortgage liens on the Mortgaged Properties (except with respect to Fogelsville, Pennsylvania, which shall be a second priority mortgage lien), subject only to the Permitted Encumbrances of the character described in Exhibit C to the Mortgages, and such other coverage as the Trustee or its counsel shall require, to the extent obtainable under law.

(4) There shall have been furnished to the Trustee a survey of the Land and the Improvements included

8707160030

VOL 715 PAGE 153

in each Mortgaged Property (collectively the "Surveys") prepared in each case by a licensed land surveyor, dated or redated a reasonable period prior to the date hereof, certified to the Trustee and the Title Company and in compliance with the minimum detail requirements for land title surveys as adopted by the American Title Association (now American Land Title Association) and the American Congress on Surveying & Mapping, each such Survey to show a state of facts in form, scope, and substance acceptable to the Underwriter and its counsel.

(5) There shall have been delivered to a designated representative of the Title Company, in form satisfactory to the Title Company for filing, such UCC financing statements as may be required fully to perfect the security interests created by the Security Documents in the Issuer's interest in all the personal property covered by the Security Documents, together with instructions that receipted copies thereof be returned to the Trustee, and there shall also have been furnished to the Trustee an Opinion or Opinions of Counsel to the Issuer (which opinion shall be reasonably acceptable to counsel for the Underwriter), to the effect that all UCC financing statements required fully to perfect a valid first priority security interest in the personal property, subject only to Permitted Encumbrances of the character described in Exhibit C to the Mortgages and in the Security Agreement, have been duly executed and delivered to the Title Company as aforesaid (and such opinion shall specify such offices where such filings must be made).

(6) There shall have been furnished to the Trustee certificates as to insurance and such certified copies of insurance policies as may be required by the Mortgages.

(7) There shall have been delivered to the Trustee estoppel certificates in form and substance satisfactory to the Underwriter and its counsel executed by the landlords under each Ground Lease (as such term is defined in the Mortgages), except with respect to the following properties:

Burlington, Washington
Fogelsville, Pennsylvania

(8) There shall have been furnished to the Trustee with respect to each Mortgaged Property the appraisal prepared by Cushman & Wakefield, Inc. which indicates

that the fair market value of such Mortgaged Property is equal to the amount set forth in Exhibit B under "Appraised Value".

(9) There shall have been furnished to the Trustee a favorable Opinion of Counsel to the Issuer (which opinion shall be reasonably acceptable to counsel for the Underwriter and which opinion shall contain only such conditions, exceptions or qualifications as are customarily accepted in similar transactions or as are acceptable to such counsel) as to (a) the due organization and existence of the Issuer and the power and authority of the Issuer to own its interest in, and to operate, the Mortgaged Properties, to execute and deliver the Indenture, the Mortgages and the Security Agreement and to create and issue the Securities, (b) the due authorization, execution, delivery, validity and enforceability in accordance with their terms of the Indenture, the Mortgages and the Security Agreement, (c) the execution, delivery or performance of the Indenture, the Mortgages and the Security Agreement not conflicting with, resulting in a breach of, or constituting a default under, the certificate of incorporation and By-laws of the Issuer or any judgment, order, writ, injunction, or decree known to such counsel, or any agreement known to such counsel, to which the Issuer shall be a party or by which the Issuer or its property shall be bound, (d) the nonexistence of any requirement for any consent or approval of any governmental authority in connection with the execution and delivery of the Indenture, the Mortgages and the Security Agreement and any of the other transactions contemplated in connection therewith, (e) to the best of such counsel's knowledge, the absence of litigation, pending or threatened, against the Issuer which might adversely affect the ability of the Issuer to own and operate its interest in any Mortgaged Property, (f) to the best of such counsel's knowledge, the Issuer not being the subject of any pending bankruptcy, reorganization or insolvency proceeding or being unable to pay, generally paying, its debts as they become due, not having made an assignment of its property for the benefit of creditors or having consented to, or acquiesced in, the appointment of a liquidator, receiver, trustee or other custodian of itself or the whole or any part of its properties, and (g) to the best of such counsel's knowledge, the absence of any judicial or administrative actions or proceedings pending which affect any Mortgaged Property (or the Issuer's interest therein) which if adversely determined would materially and adversely affect the interests of the Holders of the Securities.

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VOL 715 PAGE 155

[P70573]
[2164-518]
HIBIT B

Mortgaged Properties, Appraised Values and Initial Release Values

<u>Mortgaged Property</u>	<u>Appraised Value</u>	<u>Initial Release Value</u>
Western Region		
Burbank (W. Magnolia Blvd.), California	\$ 5,340,000	\$3,807,000
Los Angeles (Jesse St.), California	12,665,000	9,030,000
Turlock I (5th St.), California	9,920,000	7,073,000
Turlock II (S. Kilroy Rd.), California	12,025,000	8,574,000
Watsonville (W. Riverside Dr.), California	15,625,000	11,141,000
Denver (E. 50th St.), Colorado	10,850,000	7,736,000
Nampa (Fourth Street North), Idaho	16,800,000	11,978,000
Brooks ((Brookdale Rd.), Oregon	9,550,000	6,809,000
Hermiston (Westland Rd.), Oregon	13,650,000	9,732,000
Hillsboro (W. Washington St.), Oregon	1,430,000	1,020,000
Ontario (N.E. First St.), Oregon	12,050,000	8,592,000
Portland (S.E. McLoughlin Blvd.), Oregon	13,400,000	9,554,000
Salem (Portland Rd.), Oregon	25,275,000	18,021,000
Woodburn (Silverton Rd.), Oregon	17,775,000	12,674,000
Clearfield (South St.), Utah	14,250,000	10,160,000
Burlington (S. Walnut), Washington	12,000,000	8,556,000
Connell (W. Juniper St.), Washington	13,500,000	9,626,000
Moses Lake (Wheeler Rd.), Washington	18,000,000	12,834,000
Walla Walla (4-14th Ave. S.) Washington	5,900,000	4,207,000
Walla Walla (Dodd Rd.), Washington	4,500,000	3,209,000
Western Region Total	<u>\$244,505,000</u>	<u>\$174,333,000</u>
Eastern Region		
Bartow (U.S. Highway 17), Florida	\$ 1,730,000	1,233,000
Plant City (211 S. Alexander St.), Florida	1,680,000	1,198,000
Tampa (S. Lois Ave.), Florida	680,000	485,000
Bettendorf (State St.), Iowa	10,500,000	7,487,000
Fort Dodge (Maple Dr.), Iowa	11,100,000	7,914,000
Kansas City (Inland Dr.), Kansas	48,300,000	34,438,000
Boston (Widett Circle), Massachusetts	5,960,000	4,249,000
Gloucester (E. Main St.), Massachusetts	9,000,000	6,417,000
Gloucester (Railroad Ave.), Massachusetts	1,080,000	770,000
Gloucester (Rogers St.), Massachusetts	10,520,000	7,501,000
Gloucester (Rowe Sq.), Massachusetts	11,500,000	8,200,000
Waterstown (Pleasant St.), Massachusetts	7,700,000	5,490,000
Fogelsville (Mill Rd.), Pennsylvania	25,300,000	18,039,000
Murfreesboro (Stephenson Dr.), Tennessee	6,500,000	4,635,000
Plover (110th St.), Wisconsin	24,700,000	17,611,000
Eastern Region	<u>\$176,250,000</u>	<u>\$125,667,000</u>
Total	<u>\$420,755,000</u>	<u>\$300,000,000</u>

(10) There shall have been furnished to the
Trustee:

(a) a copy of the certificate of incorporation of the Issuer, certified by the Secretary of State of Oregon as being true and complete and in full force and effect as of a date not more than 30 days prior to the delivery of the Indenture, and all consents required thereby for the transactions contemplated hereby and certified by the Secretary of the Issuer as being true and complete and in full force and effect as of the delivery of the Indenture;

(b) copies of the By-laws and the resolutions of the Board of Directors of the Issuer authorizing the transactions contemplated hereby and certified by the Secretary of the Issuer as being true and complete and in full force and effect as of the delivery of the Indenture; and

(c) incumbency certificates from the Secretary of the Issuer for the officers of the Issuer executing the Security Documents, the Indenture and the Securities.

(11) The Issuer shall have complied and shall be in compliance in all material respects with all terms, covenants and conditions of the Security Documents and the Indenture, and there shall have occurred no Default or Event of Default thereunder, and the Issuer shall deliver an Officers' Certificate dated as of the date of the delivery of the Security Documents to that effect.

(12) There shall have been furnished to the Trustee such other documents, instruments, certificates, opinions and assurances as the Underwriter or its counsel may reasonably request, including, without limitation, such affidavits and indemnities as are customarily given by owners or required by title companies in connection with transactions similar to the transactions contemplated hereby.

(13) All instruments and documents required hereby or affecting any Mortgaged Property or relating to the Issuer's capacity and authority to execute the Indenture or any Mortgage, such other documents, instruments, opinions, certificates and assurances as the Underwriter may reasonably request and all procedures in connection herewith shall be reasonably satisfactory as to form and substance to the Underwriter and its counsel.

PROPERTY NO. 23
Burlington, Washington

Exhibit C

Permitted Encumbrances

The Permitted Encumbrances are set forth as those exceptions to title listed in Schedule B of Title Commitment No. H-76146, TICOR-NY #N23-87 333-50, ~~dated as~~ of July 2, ~~1987~~, effective July 2, 1987, issued by Ticor Title Insurance Company and insuring the interest of the Beneficiary hereunder.

8707160030

VOL 715 PAGE 158

Property No. 24
FRANKLIN, WASHINGTON

Exhibit C - continued

Permitted Encumbrances

The Permitted Encumbrances are set forth as those exceptions to title listed in Schedule B of Title Commitment No. U-20298, TICOR-NY #N23-87 334-50, ~~dated as~~ of 1987, effective July 2, 1987, issued by Ticor Title Insurance Company and insuring the interest of the Beneficiary hereunder.

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VOL 715 PAGE 159

Property No. 23
Moses Lake, Washington

Exhibit C - continued

Permitted Encumbrances

The Permitted Encumbrances are set forth as those exceptions to title listed in Schedule B of Title Commitment No. CC-68957, TICOR-NY #N23-87 335-50, ~~dated as~~ of 1987, effective JULY, 1987, issued by Ticor Title Insurance Company and insuring the interest of the Beneficiary hereunder.

8707160090

VOL 715 PAGE 160

Property No. 26
WALLA WALLA, WASHINGTON

Exhibit C - continued

Permitted Encumbrances

The Permitted Encumbrances are set forth as those exceptions to title listed in Schedule B of Title Commitment No. V-29506, TICOR-NY #N23-87 336-50, dated as of July 2, 1987, effective July 2, 1987, issued by Ticor Title Insurance Company and insuring the interest of the Beneficiary hereunder.

6707160030

VOL 715 PAGE 161

property in - - -
WALLA WALLA, Washington

Exhibit C - continued

Permitted Encumbrances

The Permitted Encumbrances are set forth as those exceptions to title listed in Schedule B of Title Commitment No. Y-29507, TICOR-NY #N23-87 337-50, dated as of July 1, 1987, effective July 1, 1987, issued by Ticor Title Insurance Company and insuring the interest of the Beneficiary hereunder.

8707160090

VOL 715 PAGE 162

EXHIBIT D

FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

This AGREEMENT, made as of the day
of by and between [],
a [], having an office at [],
(hereinafter called "Mortgagee") and [],
a [], having an office at [],
(hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS Mortgagee is the holder of that certain mortgage, deed to secure debt or deed of trust dated , 198 (said Mortgage, as it may be amended, increased, renewed, modified, consolidated, replaced, combined, substituted, severed, split, spread or extended, being hereinafter referred to as the "Mortgage"), between Mortgagee and the mortgagor described therein which encumbers the land and the building located at and more particularly described therein (the "Property");

[WHEREAS (describe any original lease which has been assigned);]

WHEREAS Tenant has entered into a certain agreement of lease dated [as amended by agreements dated and] and as it may be hereafter amended from time to time with the Mortgagee's consent (the "Lease") covering (the "Demised Premises") in the building forming a part of the Property;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tenant covenants and agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage. Tenant, upon request, shall execute and deliver any certificate or

8707160030

VOL 715 PAGE 163

other instrument which the Mortgagee may reasonably request to confirm said subordination.

2. Tenant certifies that the Lease is presently in full force and effect and unmodified and no base rent payable thereunder has been paid more than one (1) month in advance of its due date, and that no material default by Tenant exists under the Lease which has continued beyond the expiration of any applicable grace period.

3. As long as Tenant is in compliance with the terms of this Agreement and no default exists under the Lease which has continued beyond the expiration of any applicable grace period, Mortgagee shall not name Tenant as a party defendant to any action for foreclosure or other enforcement of the Mortgage (unless required by law), nor shall the Lease be terminated by Mortgagee in connection with, or by reason of, foreclosure or other proceedings for the enforcement of the Mortgage, or by reason of a transfer of the landlord's interest under the Lease pursuant to the taking of a deed or assignment in lieu of foreclosure (or similar device), nor shall Mortgagee interfere with Tenant's use or possession of the Demised Premises unless the holder of the landlord's interest under the Lease (the "Landlord") would have had the right to do so if the Mortgage had not been made, provided that the person acquiring, or succeeding to, the interests of the Landlord as a result of any such action or proceeding, and such person's successors and assigns (any of the foregoing being hereinafter referred to as the "Successor"), shall not be:

(a) subject to any credits, offsets, defenses or claims which Tenant might have against any prior Landlord; or

(b) bound by any base rent which Tenant might have paid for more than the current month to any prior Landlord, unless such prepayment shall have been made with Mortgagee's prior written consent; or

(c) liable for any act or omission of any prior Landlord; or

(d) bound by any covenant to undertake or complete any improvement to the Demised Premises or the building forming a part of the Property except as expressly required pursuant to the Lease; or

(e) required to account for any security deposit other than any security deposit actually delivered to the Successor; or

(f) liable for any payment to Tenant of any sums, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Demised Premises or any portion thereof except as expressly required pursuant to the Lease.

4. If the interest of the Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Mortgage or pursuant to a taking of a deed in lieu of foreclosure (or similar device), Tenant shall be bound to the Successor under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, with the same force and effect as if the Successor were the Landlord, and Tenant does hereby (i) agree to attorn to the Successor, including Mortgagee if it be the Successor, as its Landlord, (ii) affirm its obligations under the Lease, and (iii) agree to make payments of all sums due under the Lease to the Successor, said attornment, affirmation and agreement to be effective and self-operative without the execution of any further instruments, upon the Successor succeeding to the interest of the Landlord under the Lease. Tenant waives the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder by reason of any foreclosure or similar proceeding.

5. Tenant shall not change the terms, covenants, conditions and agreements of the Lease in a manner which materially reduces the rent or other charges payable or space demised thereunder or has a material adverse effect upon the value of the landlord's interest thereunder without the express consent in writing of the Mortgagee.

6. Tenant will notify Mortgagee of any default of the Landlord under the Lease which would entitle Tenant to cancel the Lease or abate the rent or any additional rent payable thereunder, and agrees that notwithstanding any provisions of the Lease, no notice of cancellation or abatement shall be effective unless Mortgagee has received notice as aforesaid and has failed within 30 days of the date thereof to cure the default, or if the default cannot be cured within 30 days, has failed to commence and diligently

4

prosecute the curing of the default which gave rise to such right of cancelation or abatement.

7. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Property, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Property and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Property for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease and Mortgagee is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Property and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

8. Tenant acknowledges that it has notice that Landlord's interest under the Lease and the rent and all other sums due thereunder have been assigned to Mortgagee as part of the security for the note secured by the Mortgage. In the event that Mortgagee notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease to Mortgagee, Tenant agrees that it shall pay its rent and all other sums due under the Lease to Mortgagee.

9. This Agreement may not be modified except by an agreement in writing signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

10. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage except as specifically set forth herein.

11. The Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement by Mortgagee. Tenant further agrees that in the event there is any inconsistency between the terms and provisions hereof and the terms and provisions of the Lease dealing with nondisturbance by Mortgagee, the terms and provisions hereof shall be controlling.

8707160030

VOL 715 PAGE 166

12. All notices, demands or requests made pursuant to, under, or by virtue of this Agreement must be in writing and mailed to the party to whom the notice, demand or request is being made by certified or registered mail, return receipt requested, at its address set forth above. Any party may change the place that notices and demands are to be sent by written notice delivered in accordance with this Agreement.

13. This Agreement shall be governed by the laws of the State of New York. If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

[_____],
Mortgagee,

by _____

[_____],
Tenant,

by _____

6707160030

VOL 715 PAGE 167

[Property Nos. 23, 24, 25, 26 & 27]

EXHIBIT E

Other Deed of Trust Terms and Conditions

1. The addresses of the properties comprising the Real Estate are:

- | | |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| a) 301 South Walnut
Burlington, Washington
Comprised of Parcels A
through G. | (Grantor owns
the fee interest
in Parcels A
through F and
a leasehold
interest in
Parcel G.) |
| b) 720 West Juniper Street
Connell, Washington | |
| c) Wheeler Road
Moses Lake, Washington | |
| d) Dodd Road
Wallula, Washington | |
| e) 4-14th Avenue
Walla Walla, Washington | |

2. The Release Values applicable to each of the separate properties comprising the Real Estate is:
a) \$8,556,000, b) \$9,626,000, c) \$12,834,000, d) \$3,209,000
and e) \$4,207,000, respectively.

3. Grantor was formerly known variously as Beatrice Public Refrigerated Services, Inc., Termicold Corporation, and Terminal Ice & Cold Storage Company, and acquired and held title to some or all of the Trust Property under one or more of those names.

4. Use of Trust Property. The property which is the subject of this Deed of Trust is not used principally or primarily for agriculture or farming purposes.

5. Indemnities. The parties hereto intend that under indemnity provisions herein and in the Indenture,

8707160090

VOL 715 PAGE 168

unless otherwise expressly limited therein, Grantor shall indemnify the persons or entities entitled to indemnity (hereinafter the "Indemnitees") to the fullest extent permitted by law, including, without limitation, in the event of the sole or concurrent negligence of the Indemnitees or of any other person or entity. To this purpose, Grantor expressly (a) waives Grantor's immunity under Title 51 RCW ("Industrial Insurance") and acknowledges that such waiver was mutually negotiated by the parties, and (b) with respect to contracts within the scope of RCW 4.24.115, agrees to indemnify the Indemnitees to the extent of the negligence of Grantor or Grantor's agents or employees, for damages resulting from the concurrent negligence of Grantor or Grantor's agents or employees and of the Indemnitees or the Indemnitees's agents or employees; provided only that nothing herein shall be deemed to require Grantor to indemnify the Indemnitees against the sole or concurrent negligence of the Indemnitees or the Indemnitees's agents or employees where such indemnity would be illegal under the provisions of RCW 4.24.115.

6. [Intentionally omitted]

7. Assignment of Lessee's Leasehold Interest
(Skagit County Only).

(a) The designation of the Trust Property in the granting clause of this Deed of Trust is hereby modified by adding the following: That certain lease dated January 22, 1965 recorded under Auditor's File No. 8212100035, and supplements thereto dated August 15, 1966, and May 29, 1968, all by and between Great Northern Railway Company, a Minnesota corporation, as Lessor and Terminal Ice and Cold Storage Company, now known as Americold Corporation, an Oregon corporation, as Lessee affecting 'Parcel G' of that portion of the Land located in Skagit County (the "Ground Lease").

(b) Compliance With Ground Lease. Grantor shall fully comply with all the terms, conditions and provisions of the Ground Lease under which Grantor derives title to a portion of the Trust Property so that the same shall not become in default and to do all that is needful to preserve and keep the Ground Lease in full force and effect. Grantor further agrees to permit no subordination or assignment of the Ground Lease or any subletting thereunder unless the right to subordinate, assign or sublet is expressly approved in writing by Beneficiary. The Ground Lease shall not be modified or changed in any way without the prior written

8707160090

VOL 715 PAGE 169

consent of Beneficiary. Grantor agrees to furnish Beneficiary, immediately upon receipt, a copy of all notices of default served by the lessor under the Ground Lease on Grantor.

(c) Ground Lease Defaults. In the event Grantor shall fail to make payments due on the Ground Lease affecting the premises or to perform any term or covenant as provided therein, in addition to any such default constituting a default under this Deed of Trust, Beneficiary may, at its option, make the defaulted payment or perform the terms or covenants and add the same to the amount due under this Deed of Trust without waiving any of its rights under this Deed of Trust and the Mortgage Bonds which it secures.

8. Counterparts. This Deed of Trust may be executed in counterparts, which counterparts shall be deemed originals and shall together constitute one and the same instrument.

9. Right of Subrogation. Deed Trustee and Beneficiary are subrogated to the rights of all beneficiaries, mortgagees, lienholders and owners directly or indirectly paid off or satisfied in whole or in part by the proceeds of the loan hereby secured, regardless of whether said persons upon payment assigned or released of record their rights.

10. Time of Essence. Time is of the essence hereof.

11. Powers of Deed Trustee. If two or more persons be designated as Deed Trustee herein, any, or all, powers granted herein to Deed Trustee may be exercised by any of such persons if the other person or persons are unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Grantor, its heirs and assigns.

12. Nonadjacent Parcels. Grantor expressly acknowledges that the parcels of the Land securing the obligations herein are located in different counties and are not all adjacent to one another. To the extent permitted by law, Grantor expressly consents to sale of any or all of the parcels together at one or more sales to take place in any county in which any portion of the Land is located and Grantor waives any right to demand that the parcels be sold separately or in gross and to request any continuance of the sale.