struction of these presents except where the context shall otherwise require the phrase the Trustees shall be deemed and construed to include not only the Trustees parties hereto of the third part but all and every their successors or successor for the time being in the trusts hereof. And during any vacancy in the office of Trustee a single continuing Trustee shall be entitled to exercise and execute all and every the powers and trusts hereof the exercise or execution whereof is not expressly impliedly or necessarily committed to more than one Trustee or to the other Trustee

Article XV. The parties hereto of the first two parts each of them for themselves and their respective successors and assigns hereby jointly and severally covenant and agree with the Trustees in manner following that is to say 1 The parties hereto of the first two parts and each of them their and each of their successors and assigns shall not will not during the continuance of this instrument permit or suffer the making or creation of any mortgage or lien upon any part of the property hereby mortgaged or charged having priority to or ranking equally with the mortgage and charge created by these presents and by the debentures hereby secured. 2. During the continuance of this security the Cincinnati Breweries Limited will pay all principal moneys and interest becoming due in respect of the said debentures respectively and will observe and perform the several conditions indorsed thereon respectively. 3 During the continuance of this security the Cincinnati Breweries Limited will at all times keep an accurate register of the said debentures showing the number and amount of each debenture and the date of issue and the name address and description of every registered holder and will allow the Trustees and the registered holders of the said debentures or any person authorised by them respectively at all reasonable times to inspect the said register and to take copies of or extracts from the same 4 During the continuance of this security the parties hereto of the first two parts and each of them their and each of their successors and assigns will cause the business at present conducted on and with the mortgaged premises to be conducted thereon and therewith to the greatest possible advantage and will keep proper books of account and therein make true and perfect entries of all dealings and transactions in relation to the said business and will allow the same to be open at all reasonable times for the inspection of the Trustees and of any person or persons appointed by them or either of them and will at all times afford to the Trustees and to any such person or persons as aforesaid full information as to all matters relating to the said business or to the affairs thereof and will not pull down alter or remove any buildings fixed plant or machinery in or upon any part of the mortgaged premises so as to diminish the value of the mortgaged premises and will keep all such buildings fixed plant and machinery in a good state of repair and in perfect working order and condition 5 During the continuance of this security the parties hereto of the first two parts and each of them their and each of their successors and assigns will keep all buildings fixed plant machinery and other property of an insurable nature forming part of the mortgaged premises insured against loss or damage by fire in an amount equal to two thirds of the full value thereof and in such name or names and in such office or offices as shall be approved by the Trustees and will duly pay all premiums and other sums of money payable for that purpose and immediately after every such payment deliver to the Trustees the receipt for the same and will apply all moneys to be received by virtue of any such policy in making good any loss or damage which may have been occasioned to the property so insured 6 During the continuance of this security the parties hereto of the first two parts and each of them their and each of their successors and assigns will pay and discharge as soon as the same shall become due and payable all taxes rates water rates assessments rentals charges and other charges whatsoever that are now or may at any time hereafter be charged assessed or imposed on the mortgaged premises or any part thereof. 7 During the continuance of this security the said Jung Brewing Company and also so far as necessary the Crescent Brewing Company shall each fully and faithfully perform their respective corporate duties to whomsoever owed and use and exercise their corporate franchises and neither of said corporations shall permit any wrongful user or non user of such corporate franchises whereby the same may in any wise be or become forfeitable or forfeited or lost. 8 The Jung Brewing Company at the time of the sealing and delivery of this instrument is lawfully seized in its own right of a good absolute and indefeasible estate and inheritance in fee simple of and in all the lands and hereditaments described in the first schedule hereto other than and except such lands and hereditaments as are therein described as being of leasehold tenure and has a good leasehold interest in and title to such last excepted lands and hereditaments: And the said Cincinnati Breweries Limited is the lawful owner of 995 shares of the capital stock of the said Jung Brewing Company and holds a declaration of trust with regard to the remaining five shares of said Company. 9 The said freehold premises and the said shares of stock are now free and clear discharged and unincumbered of and from all former or other grants titles charges estates judgments taxes assessments and incumbrances of every kind and nature 10 The parties hereto of the first two parts and each of them their and each of their successors and assigns will at all times hereafter warrant and defend the title to the hereditaments specified in the first schedule hereto to and for the Trustees and their successors in the trust. **Article XVI** The provisions of the third schedule hereto attached are hereby embodied in this indenture as a part thereof with the same force and effect as though fully set forth in the body hereof. **Article XVII.** All the covenants stipulations and agreements of this indenture shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made. In Witness Whereof. The Jung Brewing Company hath caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President: The said Cincinnati Breweries Limited hath caused its corporate seal to be affixed and attested by its Secretary and two of its Directors by resolution of its Board of Directors. The said Alexander B. Pattison has hereunto set his hand and seal the day and year first above written and the Trustees Executors and Securities Insurance Corporation Limited has caused its corporate seal to be hereto affixed and attested by its Secretary. This Instrument has been executed in ten parts of which the foregoing is one each of which is complete in itself for the purpose of record in the several counties wherein the property as above mentioned is located.

Attest Oscar Stoehr Secy

Signed sealed acknowledged and delivered in presence of
Judson Harmon. Ellis Guy Kinstead

SEAL

The Jung Brewing Co.
By M. Butz Pres't
Alexander B. Pattison (Seal)

State of Ohio } ss
County of Hamilton } Be it remembered that on June 7th A.D. 1891 before me the subscriber a Notary Public in and for said County came the Jung Brewing Company by