

- 14 -

in Schedule A to this Indenture set forth, and the Company has good title, full power and lawful authority to grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, set over and confirm the same to the Trustees in the manner and form herein done or intended. The Company has and will preserve indefeasible title to such property and does hereby and will forever warrant and defend the same to the Trustees and their successors and assigns hereunder against the claims of all persons and parties whomsoever.

The Company will at the cost of the Company, without expense to the Trustees or the payees and holders of the Notes, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances in the law as the Trustee shall require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustees all and singular the Trust Estate hereby conveyed or assigned or intended so to be, or which the Company may be or may hereafter become bound to convey or assign to the Trustees.

SECTION 3.02. The Company, forthwith upon the execution and delivery of this Indenture and thereafter from time to time, will cause this Indenture to be filed, registered and recorded as a mortgage of real property in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of the Trustees to, the property comprising the Trust Estate, will cause each Assigned Lease and the separate assignment thereof to the Trustees, to be filed, registered or recorded in such manner and in such places as may be required by law in order to publish notice of and fully protect the validity of such Assigned Lease and separate assignment thereof, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all further instruments that may be requested by the Trustee for such publication and protection. To the extent permitted by applicable state law, the Company will pay or cause to be paid all filing, registration and recording taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution, and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp taxes and other taxes, duties, imposts,