

SECTION 2.02. No other Notes shall be issued hereunder, except for Notes executed, authenticated and delivered upon transfer of or in exchange or substitution for outstanding Notes pursuant to Sections 1.03 or 1.05. The amounts and names of the purchasers and the payees of the Notes initially issued hereunder are set forth in Schedule B.

SECTION 2.03. Subject to the qualifications hereinbefore set forth, no Notes shall be secured hereby or entitled to the benefit hereof, or shall be or become valid or obligatory for any purpose unless there shall be thereon a certificate of authentication, substantially in the form hereinbefore recited, executed by the Trustee; and such certificate on any Note issued by the Company shall be conclusive evidence and the only competent evidence that it has been duly authenticated and delivered hereunder.

ARTICLE III.

PARTICULAR COVENANTS OF THE COMPANY.

The Company represents and warrants the truth and accuracy of the information set forth in the recitals on pages 1 and 4-5 of this Indenture, and hereby covenants and agrees as follows:

SECTION 3.01. (a) The Company warrants that it has good and marketable title in fee simple absolute to, and is lawfully seized and possessed of, the properties described in Schedule A, free and clear of all liens, encumbrances, charges and defects except for permitted liens as hereinafter defined and as hereinbefore in the granting clauses set forth. The Company will preserve its title to such properties subject only to the exceptions referred to above, and will forever warrant and defend the same to the Trustees against the claims of all persons and parties whomsoever.

(b) The Company warrants that it has and will have full power and lawful authority to give, grant, bargain, sell, warrant, alien, remise, convey, assign, transfer, mortgage, hypothecate, deposit, pledge, set over and confirm the Trust Estate to the Trustees in the manner and form herein done or intended to be done.

(c) The Company will at the cost of the Company, without expense to the Trustees or the 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 as the Trustee shall from time to time require for the better assuring, conveying, mortgaging, assigning, transferring 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, or for carrying out the intention or facilitating the purposes of the terms of this Indenture.