

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 and deed of trust on 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 which is being delivered to the Trustees at the time of the delivery of this Indenture 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, assessments and charges arising out of or in connection with the execution and delivery of this Indenture and such instruments of further assurance.

SECTION 3.03. The Company will punctually pay the principal and the interest (and premium, if any) to become due in respect of all the Notes at the time and place and in the manner specified herein and in the Notes, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. When and as paid in full, all Notes shall be surrendered to the Trustee and shall forthwith be cancelled by the Trustee and thereafter upon the written request of the Company, signed by its President or a Vice President, shall be delivered to the Company. Money deposited with the Trustee for the purpose of paying the principal of or interest on the Notes shall constitute a trust fund for such purpose and for no other purpose whatsoever.

SECTION 3.04. At all times, each of the properties subject to the lien of this Indenture shall be leased to a Lessee hereinabove named, or a corporation succeeding thereto by merger, consolidation or acquisition of its assets substantially as an entirety (any such successor also being herein termed a Lessee), all of whose obligations under such Assigned Lease shall be unconditionally guaranteed by Kinney, or a corporation succeeding thereto by merger, consolidation or acquisition of its assets substantially as an entirety (Kinney and any such successor being hereinafter termed the Guarantor), under the Guaranty Agreement relating thereto, provided that any Assigned Lease may be assigned by the Lessee as permitted by the terms thereof. The Company will