

convey, affect and specially hypothecate the same to the Trustees and the Company has good and marketable title thereto, subject only to Permitted Encumbrances, and will preserve, warrant and defend the same unto the Trustees against the claims of all persons and parties. This Indenture constitutes a direct and valid first lien on the Trust Estate, subject only to Permitted Encumbrances.

(c) The Company warrants that the recitals of fact and statements contained in this Indenture are true.

(d) The Company warrants that all of the improvements erected on the parcels of land described in Schedule A hereto comply with all existing applicable zoning and building laws or ordinances.

SECTION 3.02. *Payment of Principal, Premium and Interest.* The Company will duly and punctually pay the principal of, premium, if any, and interest on, each and every Note, at the dates and the places and in the manner mentioned in the Notes and in this Indenture, according to the true intent and meaning thereof and hereof.

SECTION 3.03. *The Lease.* The Properties shall at all times be leased under the Lease to the Tenant, subject to the provisions of Section 4.05 hereof and provided that the Lease may be assigned and the Properties may be subleased by the Tenant as permitted by the terms thereof. The Company will punctually perform all obligations, covenants and agreements by it to be performed under the Lease, strictly in accordance with its terms, and will at all times do all things necessary to compel performance by the Tenant of all covenants and agreements by it to be performed under the Lease. The Company will take no action and permit no action to be taken by others which (except as expressly permitted by the Lease) will release the Tenant from its obligations or liabilities under the Lease or result in the termination, amendment or modification of, or impair the validity of, the Lease or assignment thereof under this Indenture. The Company will give to the Trustee notice of all defaults by the Tenant under the Lease promptly after they become known to the Company.

SECTION 3.04. *Maintenance of Corporate Existence, Rights.* The Company will at all times maintain in full force and effect its corporate existence, and will obtain and maintain in full force and effect all franchises, privileges, rights, licenses and permits and all other consents, approvals and authorizations of any governmental authority necessary for the ownership and efficient operation and maintenance of the Trust Estate and will comply with all laws applicable to the Company, failure to observe which would constitute any ground for the cancellation of its right to transact business or for the material restriction of its operations and activities.

SECTION 3.05. *Maintenance of Lien; Recording.* (a) The Company will, at its expense, take all necessary action to maintain and preserve the lien of this Indenture so long as any Notes are outstanding.

(b) The Company will, forthwith after the execution and delivery of this Indenture and thereafter from time to time, cause this Indenture 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 lien hereof upon, and the title of the Trustees to, the property comprising the Trust Estate; will cause the Lease or memoranda thereof 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 the Lease; 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. The Company will, within ten days after any such filing, registering, recording or other act, furnish the Trustee with an Opinion of Counsel as to the adequacy and reciting the details of such filing, registering, recording or other act and specifying any re-recording or re-filing to be effected in the future with respect to the Lease or this Indenture. Said Opinion of Counsel may rely upon advice of such filing, registering, recording, re-filing or re-recording or other act by the title company or companies issuing the mortgage title insurance (or commitment therefor) with respect to the Properties involved. To the extent permitted by applicable 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

