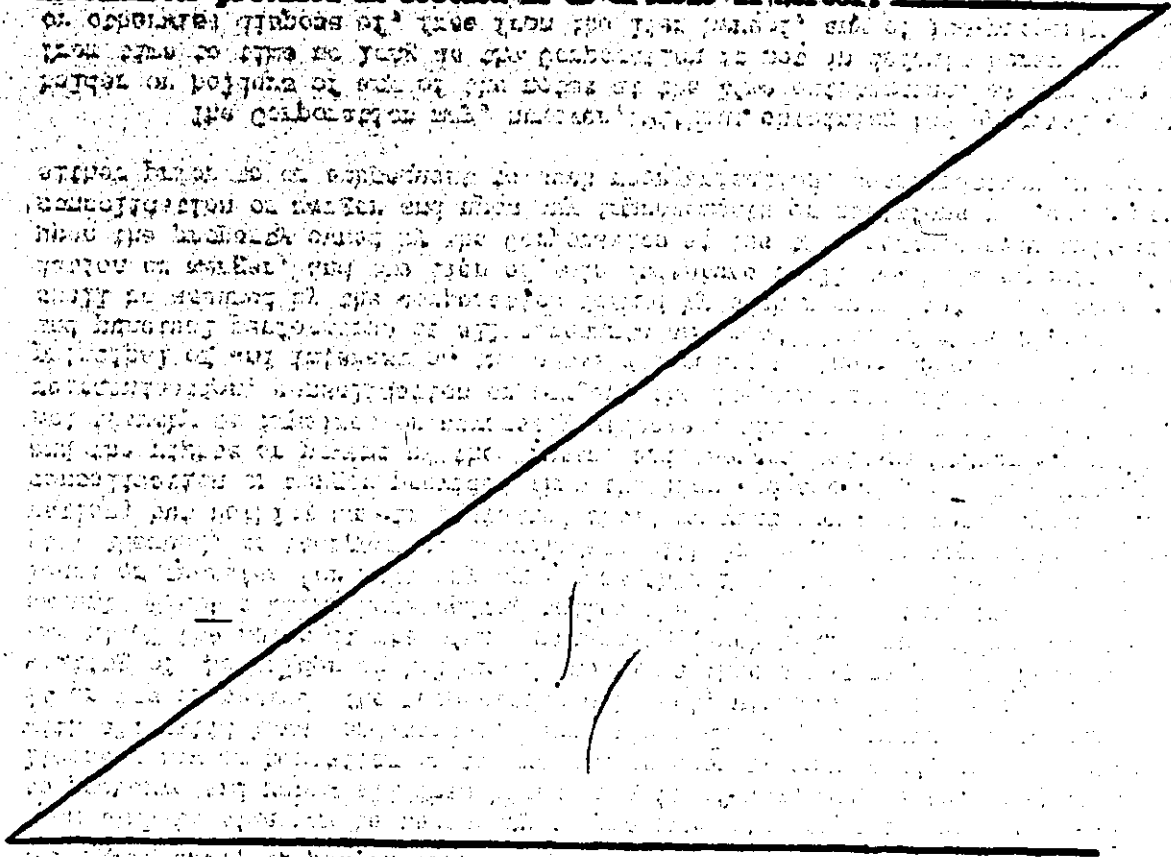


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SECTION 2. The Corporation, when authorized by resolution or resolutions of its board of directors, may from time to time execute, acknowledge, deliver, record, and file mortgages and deeds of trust supplemental to this Indenture which thereafter shall form a part hereof, for the purpose of formally confirming this Indenture as security for the notes, or any of them. Nothing herein contained shall require the execution and delivery by the Corporation of a supplemental mortgage or deed of trust in connection with the issuance hereunder or the securing hereby of the notes, except as hereinafter provided in section 12 of article II hereof.



ARTICLE II

PARTICULAR COVENANTS OF THE CORPORATION

The Corporation covenants with the Trustee for the benefit of all those who shall from time to time hold notes (hereinafter sometimes collectively called the "noteholders"), and each of them, as follows:

SECTION 1. The Corporation is duly authorized under its articles or certificate of incorporation and bylaws and the laws of the state of its incorporation and all other applicable provisions of law to execute and deliver the notes, and all corporate action on its part for the execution and delivery of the Outstanding Notes, the First Note and of this Indenture has been duly and effectively taken; and the Outstanding Notes, the First Note and this Indenture are the valid and enforceable obligations of the Corporation in accordance with their respective terms.

SECTION 2. The Corporation warrants that it has good right and lawful authority to mortgage the property described in the granting clauses of this Indenture for the purposes herein expressed, and that the said property is free and clear of any deed of trust, mortgage, lien, charge or