

Particular Covenants of the Company

Anything in this Indenture or in any Note to the contrary notwithstanding, the Company represents and warrants the truth and correctness of the information set forth in the Preliminary Statement, and represents, warrants, covenants and agrees as follows:

Section 3.1. Title to each Property. The Company has good and marketable fee simple title to each Property, free and clear of all liens, encumbrances, charges and other exceptions to title, except Permitted Exceptions. The Company has full power and lawful authority to Mortgage and Convey the Trust Estate to the Trustees in the manner and form herein done or intended. The Company will preserve its title to each Property, as set forth above, and will forever warrant and defend the same to the Trustees against the claims of all persons. This Indenture constitutes a valid first lien on the Trust Estate, subject only to Permitted Exceptions of the character referred to in clauses (a), (b), (c) and (e) of the definition of Permitted Exceptions.

Section 3.2. Further Assurances. The Company will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, instruments and assurances as the Trustee shall require for the better Mortgaging and Conveying to the Trustees of the Trust Estate hereby Mortgaged and Conveyed or intended so to be, or which the Company may be or may hereafter become bound to Mortgage and Convey to the Trustees, or for carrying out the intention or facilitating the performance of the terms of this Indenture.

Section 3.3. Recording. (a) The Company will, upon the execution and delivery of this Indenture and thereafter from time to time, cause this Indenture, the Lease, the Assignment and the Consent and each supplement to each said instruments and financing statements, continuation statements or similar statements with respect thereto, to be filed, registered and recorded in such manner