ARTICLE IV

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 covenants and agrees as follows:

Section 4.1. Title. The Company represents and warrants that (a) it has a good and marketable fee simple estate in and to the Properties, free and clear of all liens, encumbrances, charges and other exceptions to title, except Permitted Exceptions, (b) it has full power, authority and legal right to mortgage, warrant, grant, convey, pledge and assign unto the Trustees the Trust Estate in the manner and form herein done or intended, (c) it will preserve its title to the Properties, subject only to Permitted Exceptions, and will forever warrant and defend the same to the Trustees against the claims of all persons and parties and (d) this Indenture constitutes a direct and valid first lien on the Trust Estate, subject only to Permitted Exceptions (other than the Assignments and the Option Agreements).

Section 4.2. 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, deeds, mortgages, warranties, grants, conveyances, pledges, assignments, transfers and assurances as the Trustee shall require (a) for the better mortgaging, warranting, granting, conveying, pledging and assigning to the Trustees the Trust Estate hereby mortgaged, warranted, granted, conveyed, pledged and assigned, or intended so to be, or which the Company may be or may hereafter become bound to mortgage, warrant, grant, convey, pledge and assign to the Trustees, (b) for the maintaining of the validity and enforceability of the Option Agreements or (c) for the carrying out the intention or facilitating the performance of the terms of this Indenture.