

in accordance with the order of the Company signed by the President or a Vice President thereof; provided, however, that, with respect to the Bonds to be authenticated and delivered on any such date, the Trustee shall have received evidence satisfactory to it that the provisions of Section 4 of the Bond Agreements have been complied with.

SECTION 3.2. Order of the Company. Each order of the Company referred to in Section 3.1 shall specify the aggregate principal amount of Bonds to be authenticated and delivered and the date on which such Bonds shall be authenticated and delivered, and shall be the only authority required by the Trustee for the authentication and delivery of the Bonds provided for in Section 3.1.

ARTICLE IV

Particular Covenants of the Company

Anything in this Indenture or in any Bond 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 warrants that it owns and is lawfully seized and possessed of the property constituting the Trust Estate, free and clear of all mortgages, liens, encumbrances, charges and other exceptions to title, except this Indenture and the Lease Assignments and except as permitted in the Leases. The Company warrants that it has and will have full power and lawful authority to assign, pledge, mortgage and convey the Trust Estate to the Trustee in the manner and form herein done or intended. The Company will preserve its title to the Trust Estate, and will forever warrant and defend the same to the Trustee against the claims of all persons. The Company will not create or permit to be created or to remain and will promptly discharge without cost to the Trustee any lien, charge or encumbrance against the Trust Estate other than as permitted in the Leases.

SECTION 4.2. Further Assurances. The Company will, at its expense, do, execute, acknowledge and deliver, or

1424
325

4328 RV-2