

so long as ~~it~~ shall in good faith contest the validity thereof by appropriate legal or administrative proceedings, unless a forfeiture of any part of the TRUST ESTATE would result from any failure to pay any such lien or charge while the validity thereof is being contested, provided it shall give to the TRUSTEE indemnity satisfactory to the TRUSTEE for the ultimate payment of the amount due.

(h) To Keep in Repair: The CORPORATION will at all times keep all of its properties comprising the TRUST ESTATE in good condition and repair and will not commit or permit or suffer any waste, impairment or deterioration thereto except from proper and reasonable use thereof.

(i) Additional Specific Covenants of the CORPORATION:
In addition to all other covenants of the CORPORATION set forth in this Article III, or elsewhere in this Indenture, the CORPORATION makes the following specific covenants, to-wit:

(1) The Note or Notes shall be the only long-term debt of the CORPORATION, except indebtedness of the CORPORATION to Carolina Paper Board Corporation and Austell Box Board Corporation.

(2) The CORPORATION covenants that during not less than thirty consecutive days of each calendar year the CORPORATION and its subsidiaries will be free of all current unsecured bank borrowings.

(3) The CORPORATION at all times shall maintain current assets in excess of current liabilities as herein defined so long as the Note or Notes or any part thereof remain unpaid.