

Section 6.12. The Grantor covenants and agrees that the Trustee shall at any and all times have the power to exercise any of the rights, powers or privileges of the Grantor under the Lease including, but without limiting the generality of the foregoing, the right (i) to grant consents, approvals or permissions (ii) to declare an event of default, (iii) to exercise any and all remedies provided for therein, (iv) to exercise any and all rights of entry, and (v) to perform the Grantor's covenants as provided for therein.

Section 6.13. The Grantor covenants that it is, at the date of the execution and delivery of the Series A Bonds and will be so long as any Bonds are outstanding hereunder, lawfully possessed of the trust estate (subject to the rights of Lessee under the Lease); that the Grantor has good right, full power and lawful authority to grant, bargain and assign, and to transfer in trust, convey and pledge the trust estate in the manner and form herein provided; and that the Grantor forever will warrant and defend the title to the same to the Trustee against the claims of all persons whomsoever except for claims arising from restrictions or encumbrances set forth on Schedule A hereto attached.

The Grantor and the Trustee shall, without the consent of or notice to the holders of the Outstanding Bonds, consent to any amendment, change or modification of the Lease as may be required (i) by the provisions of the Lease and this Indenture, (ii) in connection with the issuance of additional Bonds as specified in Article III hereof, (iii) for the purpose of curing any ambiguity or formal defect or omission, or (iv) in connection with the release of real estate pursuant to provisions of Section 22.04 of the Lease.

Except for the amendments, changes or modifications as hereinabove provided in this Section 6.13, neither the Grantor nor the Trustee shall consent to any other amendment, change or modification of the Lease, without the written approval or consent of the holders of not less than two-thirds in aggregate principal amount of the Outstanding Bonds, provided, however, that no such modification of the Lease shall result in the violation of any terms and provisions of Section 10.02 hereof.

To the extent permitted by law, the Grantor covenants and agrees that it will not engage in any activities or take any action which might result in the income of the Grantor becoming taxable to it or any interest payment on the Bonds becoming taxable to the recipient thereof under the federal income tax laws.

Section 6.14. The Grantor covenants that it will in all respects promptly and faithfully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements of the Lease to be kept, performed and complied with by it. The Grantor further covenants that it will not do or permit anything to be done, or omit or refrain from doing anything in any case where any such act done, or permitted to be done,