

or any such omission of or refraining from action would or might be a ground for declaring a forfeiture of the Lease; that the Grantor will pay (or cause Lessee to pay) all taxes, assessments and other charges, if any, that may be levied, assessed or charged upon the trust estate, or any part thereof, promptly as and when the same shall become due and payable, but it shall not be a breach of this covenant if the Grantor fails to pay any such tax, assessment or charge during any period in which the Grantor or Lessee, in good faith, shall be contesting the amount or validity of such tax, assessment or charge; and that the Grantor will not suffer said trust estate hereby conveyed and transferred in trust, or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor, nor do or permit to be done, in, upon or about said trust estate, or any part thereof, anything that might in anywise weaken, diminish or impair the security intended to be given by or under this Indenture, nor suffer any portion of the trust estate to be sold under any proceeding.

Section 6.15. The Grantor further covenants to maintain the Facility or cause it to be maintained in good repair and condition, ordinary wear and tear excepted, and not to commit or allow any waste.

Section 6.16. The Grantor further covenants to promptly take such actions as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the trust estate or any part thereof, whether now existing or hereafter developing, and to prosecute all such suits, actions, and other proceedings as may be appropriate for such purpose and to indemnify and save the Trustee and every Bondholder harmless from all loss, cost, damage and expense, including attorney's fees, which they or either of them may incur by reason of any such defect, cloud, suit, action or proceedings.

Section 6.17. The Grantor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Trustee shall require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustee all and singular the Trust Estate hereby mortgaged, conveyed or assigned or intended so to be, or which the Grantor may be or may hereafter become bound to mortgage, convey or assign to the Trustee, or for carrying out the intention or facilitating the performance of the terms of this Indenture or the Lease.

Section 6.18. The Grantor, forthwith upon the execution and delivery of this Indenture and thereafter from time to time, will cause this Indenture, and each supplement hereto, and all financing statements, continuation statements and other instruments required by applicable law necessary in connection therewith