

(c) The Grantor shall, at its sole cost and expense, appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of the Grantor, as Lessor, or of Lessee, as Lessee, and shall pay all costs and expenses of Trustee in any such action or proceeding in which the Trustee may appear.

(d) Should the Grantor fail to make any payment or to do any act as herein provided within the time permitted herein or in the Lease, then the Trustee, but without obligation so to do and without notice to or demand on the Grantor, and without releasing the Grantor from any obligation contained herein, shall have the right to make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security hereof, including, specifically, without limiting its general powers; (1) the right to appear in and defend any action or proceeding proposing to affect the security hereof or the rights or powers of the Trustee; and (ii) the right to perform and discharge each and every obligation, covenant and agreement of the Grantor contained in the Lease.

Section 6.11. 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 6.12. 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 and Permitted Encumbrances.

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, (iv) in connection with the machinery and equipment described in Schedule B to the Lease so as to more precisely identify the same or substitute, add or delete machinery and equipment acquired with the proceeds of the Bonds in accordance with the provisions hereof, or (v) in connection with the release of real estate pursuant to provisions of Section 21.04 of the Lease.