

powers; (i) 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 Permitted Liens.

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, (v) in connection with the release of real estate pursuant to provisions of Section 21.04 of the Lease, or (vi) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, or materially adverse to the holders of the Bonds.

Except for the amendments, changes or modifications as hereinabove provided in this Section 6.12, 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 75% 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.

Section 6.13. 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

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