

prevent the sale, forfeiture or loss of the Trust Estate or any part thereof, or any interference to use or receipt of the Trust Estate or any part thereof, or any revenues, rents, issues or proceeds thereof; provided, however, that the Company shall have delivered written notice to the Trustee of such contest. The Company agrees that each such contest shall be promptly prosecuted to a final conclusion, that it will pay and save the Trustee and the holders of the Bonds harmless against any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses, including those incurred on appeal) in connection therewith, and that it will promptly after the final determination of such contest fully perform all actions the performance of which is ordered or decreed as a result thereof. No such contest shall subject the Trustee or the holders of the Bonds to any risk of civil or criminal liability; and the Company shall give, or cause to be furnished, reasonable security to the Trustee as may be demanded by the Trustee to insure payment or performance of the action contemplated by this Section 4.7 and to prevent any such sale, forfeiture or loss by reason of such contest. The Company will not do or permit to be done any act or thing which might materially impair the value or usefulness of the Trust Estate or which constitutes a public or private nuisance.

SECTION 4.8. Encumbrances. The Company will not create or suffer to be created, or permit to exist or remain, directly or indirectly, any mortgage, lien, encumbrance, charge or other exception to title upon or against the Trust Estate or any part thereof, other than the lien hereof and of the Lease Assignments and as expressly permitted in the Leases.

SECTION 4.9. Debt. The Company will not create, incur, assume or suffer to exist any Debt, other than the Bonds and any other amounts which may be due and owing to the Trustee or the Bond holders pursuant to the terms of this Indenture.

SECTION 4.10. Taxes. The Company will, as the same become due, pay and discharge or cause to be paid and discharged, whether or not payable directly by the Company or subject to withholding at the source, (a) all taxes, assessments, levies, fees, rents and charges, and all other governmental charges of every kind, general or