

SECTION 7.04. No "Arbitrage". The County and the Trustee covenant that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be "Arbitrage Bonds," as defined in IRC Section 103(c)(2), subject to the provisions of IRC Section 103(c)(1), and to that end the County and the Trustee shall comply with the applicable regulations of the Treasury Department promulgated under IRC Section 103 so long as any Bonds are outstanding.

SECTION 7.05. Maintenance and Repair. The County shall cause any lessee of the Project, including the Tenant, to keep the same in good repair and promptly to make all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Project in good and lawful order and condition, wear and tear from reasonable use excepted, whether or not such maintenance is required by any laws, rules, regulations or ordinances hereafter enacted which involve a change of policy on the part of the governmental body enacting the same.

SECTION 7.06. Payments of Taxes and Other Charges. The County shall cause any lessee of the Project, including the Tenant, to pay and discharge punctually as and when same shall become due and payable without penalty, all real estate taxes, personal property and income taxes (including income taxes on the income derived by the County from the Project or under the Indenture), business and occupational taxes, occupational license taxes, water charges, sewage charges, assessments (including but not limited to, assessments for public improvements or benefits) and all other governmental taxes, impositions and charges of every kind and nature, extraordinary or ordinary, general or special, foreseen or unforeseen, whether similar or dissimilar to any of the foregoing, which at any time shall be or become due and payable by the County or lessee (including the Tenant) and which shall be levied, assessed or imposed, or which shall be or become liens, upon any of the following:

- (i) the Project or any portion thereof or any interest therein of the County or any lessee (including the Tenant);
- (ii) the Lease or any other lease, whether in writing or by operation of law, of the Project or any portion thereof;
- (iii) any rents from the Project or any portion thereof;
- (iv) the possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any portion thereof; or