

3. Taxes, Other Governmental Charges and Utility Charges.  
The Company agrees to pay, as the same respectively become lawfully due and payable (i) all taxes and governmental charges of any kind whatsoever including, without limitation, intangible property taxes, upon or with respect to this Mortgage or the Bonds if and to the extent such taxes and charges are or become due and payable with respect thereto, (ii) all taxes and governmental charges of any kind whatsoever upon or with respect to the Project or any machinery, equipment or other property installed or brought by the Company therein or thereon (including without limiting the generality of the foregoing, any taxes levied upon or with respect to the income or profits of the Issuer from the Project which, if not paid, will become a lien on the Project or a charge on the revenues and receipts of the Issuer from the Project prior to or on a parity with the charge thereon and the pledge and assignment thereof created and made in the Indenture), (iii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (iv) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by lien on the Project; provided, that with respect to special assessments or other government charges that may lawfully be paid in installments over a period of years, the Company shall be obligated to pay such installments only as they become due.

The Company may at its own expense and in its own name, in good faith contest any such taxes, assessments or other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or any bondholder shall notify the Company that, in the opinion of counsel, by non-payment of any such items the lien hereof as to any part of the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly. In the event that the Company shall fail to pay any of the foregoing items required by this Section to be paid by the Company, the Trustee or any bondholder may pay the same, but without obligation to do so, and any amounts so advanced therefor by the Trustee or any bondholder shall become an obligation of the Company to the one making the advancement, which amounts, together with interest thereon at a per annum rate equal to the highest rate of interest then borne by any of the Bonds then outstanding plus two (2) percentage points (the "Default Rate"), from the

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