

ARTICLE V

MAINTENANCE, TAXES AND INSURANCE

SECTION 5.01. Maintenance and Modification of Plant by Corporation. The Corporation will maintain, preserve and keep the Plant or cause the Plant to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition and will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals; provided, however, that the Corporation will have no obligation to maintain, repair, replace or renew any element or unit of the Plant the maintenance, repair, replacement or renewal of which becomes uneconomic to the Corporation because of damage or destruction by a cause not within the control of the Corporation or obsolescence or change in economic or business conditions, or change in government standards and regulations applicable to the Plant, or if the Corporation prepays all amounts due under the provisions of Article X hereof.

The Corporation shall, subject to the provisions of Section 6.03 hereof, have the privilege of remodeling the Plant or making substitutions, modifications and improvements to the Plant from time to time as it, in its sole discretion, may deem to be desirable for its uses and purposes, the cost of which remodeling, substitution, modifications and improvements shall be paid by the Corporation. Any property added to the Project as a result of such remodeling shall be the property of the Corporation and shall be included under the terms of this Agreement as part of the Plant.

The Corporation covenants that so long as the Note is outstanding the Plant will be maintained and operated as a "project" within the meaning of the Act. The Corporation will also pay or cause to be paid, in addition to all other payments required under this Agreement, the expenses of operation of the Plant.

SECTION 5.02. Taxes, Other Governmental Charges and Utility Charges. The Corporation will: (a) pay, or make provision for payment of, all lawful taxes and assessments, including income, profits, property or excise taxes, if any, or other municipal or governmental charges levied or assessed by any Federal, state or any municipal government upon the Issuer or the Corporation with respect to or upon the Plant or any part thereof or upon any payments hereunder or with respect to or upon any funds held