

become a lien or charge thereon prior to the lien hereof; that it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge upon the trust estate or any part thereof, or upon the properties whose revenues are pledged hereunder, the lien of which would be prior to or interfere with the lien hereof, so that the priority of the lien of this Indenture shall be fully preserved; and that it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge whatsoever upon the trust estate or any part thereof or upon the properties whose revenues are pledged hereunder or upon the income and profits thereof which might or could be prior to the lien of this Indenture, or do or suffer any matter or thing whereby the lien of this Indenture might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claim which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Borrower and security for the payment of the same satisfactory to the Trustee shall be provided.

Section 3.05. It will not do or suffer any act or thing whereby the mortgaged property or any part thereof or the properties whose revenues are pledged hereunder might or could be impaired or encumbered, and it will at all times maintain, preserve and keep the real and tangible property hereby mortgaged and every part thereof and the properties whose revenues are pledged hereunder in good condition, repair and working order and maintain, preserve and keep all structures and equipment owned by it whether or not hereby mortgaged and every part and parcel thereof in good condition, repair and working order and from time to time make all necessary renewals, repairs, replacements and alterations to that end.

Section 3.06. It will establish and maintain so long as