Indenture and to mortgage and pledge the property conveyed hereunder; that all corporate action on its part for the creation and issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable general obligations of the Borrower in accordance with their terms.

Section 6.04. Title and Lien: It lawfully owns and is lawfully possessed of all property (other than after-acquired property) described in the granting clauses hereof, and, in the case of the realty described in granting clause I, has a good and indefeasible estate therein in fee simple, and that there will be constructed thereon the Project facility or facilities herein described; that it warrants and will defend the title thereto and every part thereof to the Trustee, its successors and assigns, for the benefit of the holders and owners of the Bonds, against the claims and demands of all persons whomsoever; it is duly authorized to secure the payment of the Bonds in the manner prescribed herein, and has lawfully exercised such rights; and that it will do, execute, acknowledge and deliver, or cause to be done, executed acknowledged and delivered, such indentures supplemental hereto and such further acts, deeds, conveyances, mortgages and transfers as the Trustee shall reasonably require for the better assuring, conveying, transferring, mortgaging, pledging, assigning and confirming unto the Trustee all and singular the hereditaments and premises, estates, income and property hereby conveyed, transferred, mortgaged, pledged or assigned or intended so to be.

Section 6.05. Payment of Lawful Charges: It will, from time to time, and before the same become delinquent, pay and discharge all taxes, assessments and governmental charges which shall be lawfully imposed upon it or upon the trust estate, or upon the properties the revenues of which are pledged hereunder, which are at any time subject to the lien of this Indenture, or upon any part thereof or upon the income and profits thereof and which constitute or if unpaid might by

law 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 the revenues of which 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 to be done whereby the lien of this Indenture might or could be impaired, provided, however, that no such tax, assessment or charge, and provided 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 6.06. To Complete, Equip and Furnish the Project: It will provide from sources other than the proceeds from the sale of the Bonds, and from sources which will not jeopardize the security of the Bonds, the funds required to complete the Project as planned and to provide the furnishings and moveable equipment necessary to the full enjoyment and use and occupancy of the Project.

Section 6.07. To Maintain the Pledged Facilities: It will not do or suffer to be done any act or thing whereby the mortgaged realty comprising the Project and other facilities, the revenues of which are pledged to secure the Bonds, might or could be impaired or further encumbered, and it will at all times maintain, preserve and keep the real and tangible property hereby mortgaged and every part thereof and the