

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