

(e) the Indenture, the Agreement and the Mortgage and any supplements thereto, and encumbrances permitted by any such documents or by the Trustee pursuant thereto;

(f) purchase money mortgages or purchase money security interests or any title retention interest retained by vendors or lessors in connection with the sale or leasing of equipment or fixtures to the Corporation;

(g) such other liens, charges and encumbrances of whatever kind in existence on the date of delivery of the Bonds as more fully described in Exhibit B to the Mortgage;

(h) rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records as of the date the Mortgage is recorded in the appropriate public records; and

(i) defects, liens, encumbrances, adverse claims or other matters attaching or created subsequent to the date the Mortgage is filed in the appropriate public records.

ARTICLE III
MAINTENANCE AND MODIFICATION OF THE FACILITIES;
RELEASE OF CERTAIN PROPERTY

Section 3.1. Maintenance and Modification of the Facilities by Corporation. The Corporation agrees that, until all the Bonds shall have been redeemed or retired and all other obligations incurred or to be incurred by the Corporation under the Note and the Agreement or hereunder shall have been paid, the Corporation will, at the Corporation's own expense, maintain and preserve the Facilities or cause the Facilities to be maintained and preserved, with the appurtenances and every part thereof, in good repair, working order and condition and that the Corporation will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals deemed proper and necessary by it. The Issuer shall have no responsibility in any of these matters or for the making of improvements or additions to the Facilities.

In addition, subject to the provisions of Section 6.1(b) of the Agreement, the Corporation shall have the privilege of remodeling the Facilities or making substitutions, additions, modifications and improvements to the Facilities from time to time as the Corporation, in its discretion, may deem to be desirable for the Corporation's use and purposes, the same shall be the property of the Corporation and be included under the terms of this Mortgage as part of the Facilities, and any property for which a substitu-

588
0.

4328 (W-2)