

ARTICLE III

MAINTENANCE, TAXES AND INSURANCE

SECTION 3.01. Maintenance and Modification of Mortgaged Property by Corporation. The Corporation will maintain, preserve and keep the Mortgaged Property or cause the Mortgaged Property 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 Mortgaged Property 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 Curtron Curtains or the Corporation prepays or causes to be prepaid all amounts due under the Note and the Industrial Revenue Note.

The Corporation shall, subject to the provisions of Section 4.03 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.

SECTION 3.02. 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 Corporation with respect to or upon the Mortgaged Property or any part thereof when the same shall become due; (b) duly observe and comply with all valid requirements of any governmental authority relative to the Mortgaged Property; (c) not create or suffer to be created any lien or charge upon the payments to be made by the Corporation under the Note; and (d) pay, satisfy or cause to be discharged or make adequate provision to pay, satisfy or cause to be discharged, within 15 days after the same shall come into force, any lien or charge upon the Mortgaged

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