

**SECTION 3.10. Payment of Taxes and Other Charges.** The Company from time to time will pay and discharge, or cause to be paid and discharged, when the same shall become due and payable, together with interest and penalties thereon, if any, (i) all taxes, assessments (including assessments for benefits from public works or improvements whenever begun or completed), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, and whether or not within the contemplation of the parties hereto, which are at any time levied upon or assessed against it or the Trust Estate or any part thereof or upon this Indenture or the Notes secured hereby, or upon the revenues, rents, issues, income and profits of the Trust Estate or any part thereof, or arising in respect of the occupancy, use or possession thereof, whether or not the failure to pay any such tax, assessment, levy, fee, water or sewer rent or charge or other governmental charge might result in the creation of a lien upon the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits of the Trust Estate or in the diminution thereof, (ii) all charges for water, gas, light, heat, telephone, electricity, power and other utility and communications services rendered or used on or about any Property, (iii) all corporate franchise, excise and other taxes, fees and charges assessed, levied or imposed in respect of its corporate existence or its right to do business in any state, (iv) all income, excess profits, excise, sales, franchise, gross receipts and other taxes, duties or imposts, whether of a like or different nature, assessed, levied or imposed by any governmental authority on it or the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits of the Trust Estate, whether or not the failure to pay any such tax, duty or impost might result in the creation of a lien upon any asset of the Company or the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits of the Trust Estate or in the diminution thereof, and whether or not any such tax, duty or impost is payable directly by the Company or is subject to withholding at the source and (v) all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien on the Trust Estate or any part thereof, or upon the revenues, rents, issues, income and profits of the Trust Estate, and, in general, will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Company, without expense to the Trustees or to the holders of the Notes.

Nothing in this Section 3.10 shall require the payment of any sum which is required to be paid by the Company pursuant to this Section 3.10 so long as the Company or the Tenant shall contest the amount or the validity thereof in the manner and upon the terms and conditions applicable to the Tenant under the Lease.

Within 90 days after real estate taxes shall become due and payable thereon, the Company shall annually furnish to the Trustee a copy of each paid tax bill (or other satisfactory evidence of payment) on each parcel of Property subject to the lien of this Indenture but only if the holders of not less than 25% in principal amount of the Notes of any series at the time outstanding shall in writing to the Trustee request such tax bill and if the Trustee shall file a written request for such tax bill with the Company. In addition thereto the Trustee may at any time, and upon the written request of the holders of not less than 25% in principal amount of the Notes of any series at the time outstanding, the Trustee shall, request the Company to produce and exhibit to the Trustee, and within 35 days after the Trustee's request the Company shall produce and exhibit to the Trustee proof of the payment of any other sum which is required to be paid by the Company pursuant to this Section 3.10 after the same has become due and payable.

**SECTION 3.11. Sale; Merger; Consolidation.** Except as permitted by the provisions of Article Fourth, the Company will not sell, lease or transfer or otherwise dispose of any part of the Trust Estate to any person other than to the Tenant in accordance with all applicable provisions of the Lease. The Company will not merge or consolidate with any other corporation or sell or otherwise dispose of all or substantially all of the property of the Company as an entirety to any other corporation unless (i) the successor formed by or resulting from such consolidation or merger or to which such sale or other disposition shall have been made has total assets and net worth (determined in accordance with sound accounting

