

might or could be held prior or superior to the lien of this Indenture, or which might imperil the right of the CORPORATION to continue in business as a corporation, to the end that the lien of this Indenture shall be fully preserved in respect of all property hereby conveyed. On or before the first day of the month following the respective due dates hereof, the CORPORATION shall, upon request, exhibit to the TRUSTEE all receipts showing payment of such taxes, licenses, assessments and other governmental charges levied or assessed for the previous taxable year. The CORPORATION further agrees that it will also pay and discharge all taxes, assessments and charges of whatever kind or character which shall be lawfully imposed upon the estate or legal interest of the TRUSTEE in the conveyed property and assets. It is understood and agreed, however, that the CORPORATION shall not be required to pay any such taxes, assessments or charges of any kind or character so long as it shall, in good faith by appropriate proceedings before either a court of competent jurisdiction or a governmental bureau or agency, whichever shall have jurisdiction, contest the validity thereof, unless a forfeiture of any part of the TRUST ESTATE would result from any failure to pay any such tax, license, assessment or other charge while the validity thereof is being contested, provided it shall give indemnity satisfactory to the TRUSTEE for the ultimate payment of the amount found due.