

the Trustee shall be, and is hereby irrevocably appointed, the agent and attorney in fact of the Company to comply with said provisions, but this sentence shall not prevent any default in the observance of any covenant or agreement contained in this Section from constituting an Event of Default. The Company will pay or cause to be paid all filing, registration and recording taxes and fees incident thereto, and all expenses, taxes and other governmental charges incident to or in connection with the preparation, execution, delivery or acknowledgment of this Indenture, and financing statements, continuation statements or similar statements, any instruments of further assurance, the Lease, the Assignment, the Guaranty, the Notes and the Note Agreements.

(b) During the month of October in each year in which written assurance is necessary, the Company will deliver to the Trustee written assurance satisfactory to the Trustee addressed to the Trustee stating that all re-filing, re-registration, or re-recording, if necessary, of this Indenture, the Assignment, the Lease, the Guaranty and instruments of further assurance and any instruments supplemental to any thereof and all filings or re-filings, if necessary, of any financing statements or continuation statements relating thereto and any instruments of similar character, necessary to publish notice and to perfect and fully protect the lien of this Indenture on the Trust Estate

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