

cause to be maintained, the validity and effectiveness of each such instrument and the Grant thereof or of rights with respect thereto to the Trustees.

(B) The Company will not take any action and will use its best efforts to prevent any action to be taken by others, which would release any person from any of its covenants or obligations under any instrument included in the Trust Estate, or which would result in the amendment, hypothecation, subordination, termination or discharge, or impair the validity or effectiveness, of any such instrument, except as expressly provided herein or therein.

(C) The Company will give written notice to the Trustees of any default by any person under any instrument included in the Trust Estate promptly after the Company obtains knowledge of the same.

Section 7.06. The Company covenants and agrees that, except as otherwise provided herein, this Indenture is and always will be kept a first lien upon all of the Mortgaged and Pledged Property subject only to Permitted Encumbrances, and that it will not create, or suffer to be created or to arise, or allow to exist any other lien or charge having priority to, preference over or parity with the Lien of this Indenture upon the Mortgaged and Pledged Property, or any part thereof, or upon the rents, issues, profits and other income therefrom. The Company will pay and discharge, or cause to be paid and discharged, before they become delinquent, (i) all taxes (including income, franchise and gross receipts taxes), assessments and other governmental and similar charges levied upon or assessed against it, the Trustees as such, the Trust Estate or any portion thereof, any other property of the Company or any Consolidated Subsidiary which at the time is the owner of any of the Mortgaged and Pledged Property, or any income therefrom, or the interest of the Trustees in any thereof, and (ii) all claims for labor and supplies, which, if unpaid, might by law become a lien upon any of the Mortgaged and Pledged Property. Notwithstanding the foregoing, nothing in this Section 7.06 shall require the payment or discharge of any such tax, assessment, charge or claim so long as the Company or such Consolidated Subsidiary shall in good faith contest the amount, the applicability or validity thereof by proper Proceedings which shall operate, during the continuance thereof, to prevent the collection thereof and the sale or forfeiture of such property to satisfy the same.

Section 7.07. (A) The Company will maintain an office or agency at the place of payment where Bonds may be presented or surrendered for payment, where Bonds may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Bonds and this Indenture may be served. The Company hereby appoints the Corporate Trustee its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more other offices or agencies where the Bonds may be presented or surrendered for any or all of the