

hereof, lawfully imposed upon the trust estate, or upon any part thereof, so that the lien and priority of this Indenture thereon shall be fully preserved at the cost of the Company without expense to the Trustees or to the bondholders in respect of such properties; and will also pay and discharge, or cause to be paid and discharged, all taxes, assessments and governmental charges lawfully imposed upon the interest of the Trustees in the trust estate.

Nothing contained in this Section shall require the Company to pay any such tax, assessment or charge so long as the Company in good faith shall contest the validity or amount thereof, unless in the opinion of the Corporate Trustee such action would jeopardize the interests of the bondholders.

The Company will deliver to the Corporate Trustee annually in the month of April in each year a certificate signed by its President or a Vice-President and by its Secretary or an Assistant Secretary setting forth in reasonable detail a description of any such taxes, assessments or charges in dispute existing on January 1 of such year.

SECTION 4.05. The Company will not issue, negotiate, sell or dispose of any Bonds issued hereunder, in any manner other than in accordance with the provisions of this Indenture, and the agreements herein contained; and it will not issue Bonds hereunder contrary to the limitations herein provided or in excess of such amounts as shall from time to time be lawful under the provisions of the laws and statutes legally applicable to and affecting the issue of Bonds under this Indenture and the aggregate amount thereof.

SECTION 4.06. Except as otherwise permitted by the provisions of Article Six hereof, the Company shall diligently preserve or cause to be preserved all the rights and franchises to it granted and upon it conferred, and shall, at all times, to the extent needful and proper for the efficient and economical operation of the properties of the Company, maintain, preserve and keep, or cause to be maintained, preserved