

§3.09. A certificate of any officer of the Company as to the giving of proper notice of such redemption shall be furnished to the Trustee on or before the date of redemption and such certificate shall be full and complete authority to the Trustee for any action to be taken by it pursuant to this Article.

§3.10. If at any time there shall be held by the Trustee any moneys which by any of the provisions of this Indenture are required or authorized to be applied by it to the redemption of bonds secured hereby, the Company shall, upon request of the Trustee, forthwith take or cause to be taken all action necessary to call the appropriate principal amount of bonds for redemption, as so required or authorized, and to cause notice thereof to be given as provided in this Article; and if the Company shall fail or refuse, upon request of the Trustee, to take or cause to be taken any such action, or give any such notice, then the Trustee is hereby irrevocably authorized and empowered, either in the name or on behalf of the Company or in its own name as Trustee, to call such bonds for redemption and to give such notice, with like force and effect as if taken or given by the Company. Any moneys on deposit with the Trustee which it is required or authorized to apply to the redemption of bonds called for redemption shall, on and after the date designated for the redemption thereof, be deemed to have been deposited with, and shall be held and applied by, the Trustee, as provided in §3.04.

ARTICLE 4.

Particular Covenants of the Company.

§4.01. The Company covenants and agrees with the Trustee, for the benefit of the Trustee and of the several holders for the time being of the bonds and the coupons, as hereinafter in this Article set forth.

§4.02. The Company will duly and punctually pay or cause to be paid to the several holders of all the bonds at any time issued hereunder the principal thereof and the interest accruing thereon, on the dates and at the places and in the manner mentioned in such bonds respectively and in the coupons thereto appertaining, whether at maturity, on redemption, by acceleration of maturity or otherwise, according to the true intent and meaning thereof. The interest on the coupon bonds, prior to or at the maturity of the principal thereof, shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively shall mature and as paid they shall be cancelled. In all cases where so provided in the bonds or in this Indenture, the Company will make such payment without deduction for taxes and will make reimbursements of taxes as and to the extent so provided.

§4.03. Within thirty days after the date upon which any instalment of interest on any of the bonds hereby secured is payable, the Company will deposit with the Trustee or some depository approved by the Trustee, in a special account, and in trust as provided in §4.04, an amount sufficient to pay all coupons and claims for interest then matured, but which shall not theretofore have been presented for payment, which are appurtenant to bonds the holders of which are entitled then to receive payment of such instalment of interest upon presentation and surrender of such coupons or upon demand in the case of registered or temporary bonds without coupons.

§4.04. Any cash which at any time shall be deposited by the Company with the Trustee or any other depository for the purpose of paying any of the bonds hereby secured which have become due and payable, whether at maturity thereof or upon call for redemption, or for the purpose of paying any matured coupons or claims for interest appertaining to any of the bonds hereby secured (or any cash on deposit with the Trustee or any other depository and available for any of the foregoing purposes which the Company shall irrevocably direct the Trustee or such other depository to apply to any of such purposes), shall be and is hereby assigned, transferred and set over unto such depository, in trust for the respective holders of the bonds or coupons

or claims for interest for the purpose of paying which said cash shall have been deposited. All interest, if any, accruing on such cash during the period the same shall remain on deposit, shall belong to the Company, and shall be paid to it from time to time upon its request. Any cash so deposited which shall not be required for the purpose for which such deposit was made shall be repaid to the Company upon its written request; and any such cash remaining unclaimed by the holders of such bonds or coupons or claims for interest for six years after the date when the same shall have become payable shall be paid by the Trustee or such other depository to the Company upon its written request, and the holders of such bonds or coupons or claims for interest shall thereafter be entitled to look only to the Company for payment thereof; provided that the Trustee or such other depository, before being required to make any such payments, may at the expense of the Company cause notice that said cash has not been so called for and that after a date named therein such cash will be returned to the Company to be published once a week for three successive calendar weeks in a daily newspaper of general circulation in the city or in one such newspaper in each of the cities where such bonds or coupons are expressed to be payable.

§4.05. In order to prevent accumulation of coupons and claims for interest after maturity, the Company will not, directly or indirectly, extend, or assent to the extension of, the time for the payment of any coupon appertaining to, or claim for interest upon, any of the bonds; and the Company will not, directly or indirectly, be a party to or approve of any such arrangement by purchasing or funding such coupons or claims for interest.

§4.06. The Company, at all times until the payment of the principal of all the bonds, will keep an office or agency in the Borough of Manhattan, in the City and State of New York, where the bonds and coupons may be presented for payment and notices and demands in respect of the bonds and coupons or under this Indenture may be served; and will by written notice designate such office or agency to the Trustee, or, in lieu of such office or agency in the Borough of Manhattan, City and State of New York, it may designate, by written notice to the Trustee, a bank or trust company in said Borough of Manhattan for such purposes. The Company shall also keep an office or agency, or shall designate by written notice to the Trustee, a bank or trust company in each other city where any of the bonds shall be expressed to be payable as to principal and/or interest, until the payment of all bonds and/or interest there payable. In default of keeping any such office or agency, or of such designation thereof, presentation may be made and notices served at the principal office in said Borough of Manhattan, of the Trustee or of any successor to it in the trust hereby created.

§4.07. The Company is duly authorized to create and issue the bonds and to execute this Indenture and to convey, mortgage and warrant the property conveyed and assigned hereunder; and all corporate action on the part of the Company required by its charter and by-laws and by statute for the creation and issue of the bonds and the execution of this Indenture has been or will be duly and effectively taken.

§4.08. The Company owns and is lawfully possessed of all of the mortgaged property hereinbefore described as now owned by the Company. The Company will preserve indefeasible title to all of the mortgaged property (whether now owned or hereafter acquired) and every part thereof, and will warrant and forever defend the same to the Trustee against the lawful claims of all persons whomsoever, except as hereinafter in this §4.08 provided in respect of prior lien mortgages. All of the mortgaged property now owned or hereafter acquired by the Company is and will be kept free and clear of and from any and all prior liens and encumbrances except only mortgages securing prior lien bonds established or establishable as refundable or treated as permitted liens under §2.07. The Company will not, after it shall have ac-