

Trustee hereunder, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the rights or property at any time covered or affected hereby, and it will not create, or suffer to be created, any mechanics', laborers' or other liens or charges whatsoever upon the premises and property mortgaged hereby, or upon any part thereof, prior to the lien of these Presents, or do or suffer to be done any matter or thing whereby the lien or security of these Presents will be impaired, provided, however, that it shall not be required to pay any such taxes, assessments, charges or liens so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, and provided that such reasonable security for the payment thereof shall be given as the Trustee shall require, and that it will duly and punctually perform and keep all the covenants and conditions contained and set forth herein, as well as those upon or under which any property rights covered or affected hereby are held.

Section 3. The Company covenants that it has good right, full power and lawful authority to grant and convey and pledge the premises and property and estate hereby conveyed by it, in the manner and for the purposes aforesaid; that it has done no act to incumber said property other than this Indenture, and that it will forever warrant the title to the property hereby conveyed, or intended so to be, against the claims and demands of all persons whatsoever, and its freedom from incumbrances, except as specified in accordance herewith.

Section 4. That it will cause this Indenture to be duly and punctually recorded as a Mortgage of Real Estate and personal property in such manner and in such place as may be required by law in order to fully preserve and protect the security of the bondholders, and all rights of the Trustee, and that it will, from time to time, on the request of the Trustee, execute, acknowledge and deliver such further instruments and assurances for the better conveying and assuring to the Trustee and its successors in the trust, all the property hereby mortgaged and conveyed, or intended so to be, as by the Trustee or its Successors may be reasonably required.

Section 5. In order to prevent any accumulation after maturity of coupons, the Company agrees and covenants that it will not, directly or indirectly, extend or assent to the extension of the time for payment of any coupon any bond secured hereby; and that it will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding said coupons, or in any other manner, and that in case the time of payment of any such coupons should be extended such coupons shall not be intitled, in case of default hereunder to the benefit or security of this Instrument, except subject to the prior payment in full of the principal of all bonds issued hereunder, then outstanding, and of all matured coupons of such bonds, the payment of which has not been so extended. But the foregoing provisions shall not apply to or affect any extension of the time of payment of any such coupons, by the holders thereof with the consent in writing thereto of the holders of at least 75% of all the Bonds secured hereby, then outstanding, provided such written consent shall be filed with the Trustee. And in case of any default in the payment of the interest or principal of any of said bonds, or in the performance of any covenant or agreement herein expressed, the Trustee may, with the like consent of the holders of 75% in amount of the bonds secured hereby and then outstanding, waive such default and make such agreements with the Company, or with any successor to, representative or receiver of the Company, as it may deem wise in regard to such default, and in regard to the remedies to be pursued by the Trustee or by the bondholders on account of any such default. But no such agreement or action by the Trustee shall affect the time of maturity or the amount of principal or interest to be paid on any such bonds or coupon without the assent of the holder thereof. The Trustee shall be protected and released from all liability, in treating as holders of any bonds those shown by affidavit or by other proof satisfactory to the Trustee, to be such holder.

Section 6. That it will at all times maintain, preserve and keep the mortgaged premises, and every part thereof, with the appurtenances and every part and parcel thereof, in thorough repair and condition; and from time to time make all needful and proper repairs, so that at all times the value of the security for the bonds issued hereunder and of the property hereby mortgaged shall be fully preserved and maintained.

Section 7. That until all the bonds hereby secured, together with the