

(d) That the Company is lawfully seized and possessed of all the property conveyed by this Indenture and has good title thereto; that said property is free and clear of all encumbrances of every kind and character, except current taxes, rights of way and restrictions of record and the lien of this Trust Indenture; that it has full power and lawful authority to sell, convey, mortgage, pledge, transfer and assign the same as aforesaid, and that it does hereby fully warrant the title to the said property and will defend the same against the lawful claims of all persons whomsoever;

(e) The Company will promptly pay and discharge, or cause to be paid or discharged, all lawful taxes, assessments and governmental charges or levies imposed upon the Company or its subsidiaries or upon the income and profits of its Company or its subsidiaries or upon any property, real, personal or mixed belonging to the Company or its subsidiaries, or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies which, if unpaid, might become a lien or charge upon such properties or any part thereof; provided, however, that the Company shall not be required to pay and discharge, or to cause to be paid and discharged, any such tax, assessment, charge, levy or claim so long as the validity shall be contested in good faith by proper proceedings and the Company or its subsidiaries, as the case may be, shall set aside on its books adequate reserves with respect to any such tax assessment, charge, levy or claim so contested;

(f) The Company will do, or cause to be done, all things necessary to preserve and keep in full force and effect its corporate existence, rights and franchises and the corporate existence, rights and franchises of its subsidiaries;

(g) The Company will at all times maintain, preserve, protect and keep, or cause to be maintained, preserved, protected