

outstanding, provided that throughout two 30-day periods (whether or not consecutive) in each fiscal year, beginning with the current fiscal year, the Company shall have no outstanding Short-Term Borrowing.

6. Mortgages, Pledges, etc. Without the prior written consent of the holder or holders of the Notes at the time outstanding, the Company will not, and will not permit any Subsidiary to, create, assume or permit to exist any mortgage, pledge, lien, encumbrance or charge of any kind upon any of its or their properties or assets, whether now owned or hereafter acquired, or acquire or agree to acquire any property or assets of any character under any conditional sale agreement or other title retention agreement; provided that the foregoing restrictions shall not apply to mortgages, pledges, liens, encumbrances or charges:

(a) for taxes, assessments or governmental charges or levies, if the same shall not at the time be due and delinquent or thereafter can be paid without penalty or (if foreclosure, distraint, sale or other similar proceedings shall not have been commenced) are being contested in good faith and by appropriate proceedings diligently conducted, and if such reserve or other appropriate provision, if any, as shall be required by sound accounting principles shall have been made therefor;

(b) of mechanics and materialmen for sums not yet due or being contested in good faith and by appropriate proceedings diligently conducted, if such reserve or other appropriate provision, if any, as shall be required by sound accounting principles shall have been made therefor;

(c) in connection with workmen's compensation, unem-