

part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon THE TRUSTEE shall have power and authority, upon request and at the expense of THE COMPANY, to cancel and satisfy the lien of this Trust Indenture and execute and deliver to THE COMPANY such deeds, satisfactions, releases and acquittances as shall be requisite to satisfy the lien hereof; provided, however, that THE TRUSTEE may, in its discretion, before the execution of any such instrument or instruments, require the production at that time of all Bonds theretofore issued hereunder, duly cancelled, except such as are covered by moneys then on deposit with it.

THE COMPANY covenants that it is lawfully seized and possessed of all of the property conveyed by this Trust Indenture and has good title thereto; that said property is free and clear of all encumbrances of every kind and character; except current taxes, and conditions, reservations and restrictions of record; that it has full power and lawful authority to sell, convey, mortgage, transfer, and assign the same as aforesaid, and THE COMPANY does hereby fully warrant the title to the said property and will defend the same against the lawful claims of all persons whomsoever.

THE COMPANY further covenants and agrees that it will not create any funded indebtedness or create, assume or incur, or allow to be created or to exist, any mortgage, pledge, encumbrance, lien or charge of any kind whatever upon any of the property or assets of THE COMPANY, whether owned at the date hereof or hereafter acquired; except that THE COMPANY shall have the right to have outstanding conditional sales contracts on any new equipment or replacing equipment which it may require to secure the balance due upon the purchase price of same, all as more particularly hereinbefore mentioned; provided, however, that nothing herein contained shall require THE COMPANY to pay any lien or charge so long as it shall, in good faith, contest the validity thereof and give to the creditor indemnity satisfactory to THE TRUSTEE for the ultimate payment of the amount found due.

THE COMPANY further covenants and agrees that in order to preserve the security created by this Trust Indenture, and while any of the Bonds issued