

the plants, properties, business and affairs of the Company shall at all reasonable times be open to the inspection of such reputable accountant or other agent of recognized standing as the Trustee may from time to time designate, and that the Company will bear all expenses of any such inspection. The Trustee shall be under no obligation to cause any such inspection to be made.

Section 49. That it will not go into voluntary bankruptcy or insolvency, or apply for or consent to the appointment of a receiver of itself or of its property, or make any general assignment for the benefit of its creditors, or suffer to be made and remain unvacated for a period of ninety (90) days any order for the appointment of a receiver of itself or of its property in any proceeding instituted by a creditor, or any final order for the appointment of such a receiver in any other proceeding, or adjudicating it to be bankrupt or insolvent.

Section 50. That it will not permit any default under the underlying or any prior lien mortgage to occur and continue for the period of grace, if any, specified therein; that it will not issue, or permit to be issued any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of all indentures supplemental hereto and of the bonds issued hereunder.

Section 51. That it will not permit the amount of underlying bonds to be increased by the issue of additional underlying bonds and that it will not permit the amount of prior lien bonds to be increased by the issue of additional prior lien bonds unless such prior lien bonds representing such increase shall be deposited with the Trustee to be held under the provisions of Article X hereof and/or unless such prior lien bonds representing such increase shall be deposited with the trustee or other holder of the mortgage or other lien securing said prior lien bonds or other prior lien bonds (under conditions such that no transfer of ownership or possession of such prior lien bonds representing such increase by the trustee or other holder of such mortgage or other lien is permissible thereunder except to the trustee or other holder of the mortgage or other lien securing the same for cancellation or to be held uncanceled under the terms of such mortgage or other lien under like conditions); and that it will not apply under any provision of this Indenture for the authentication and delivery of any bonds or the withdrawal of cash or the release of property by reason of the deposit with the Trustee of such prior lien bonds representing such increase.

ARTICLE X.

*Concerning Underlying Bonds and Prior Lien Bonds Deposited with Trustee.*

Section 52. Each underlying bond and each prior lien bond in coupon form deposited with the Trustee shall have all unmatured coupons attached when so deposited, or shall be accompanied by evidence satisfactory to the Trustee (which may be a certificate of the mortgagee or trustee under such underlying mortgage or prior lien mortgage) that the discharge of the mortgage or other lien securing such underlying bond or prior lien bond, as the case may be, may be obtained without the production of any coupon or coupons that may be missing; each underlying bond so deposited shall be uncanceled, or if canceled shall be accompanied by a Treasurer's certificate, as defined in Section 3 hereof, that it has not been theretofore sold or surrendered by the Trustee in accordance with the provisions of Section 54 hereof and by a certificate of the trustee of the underlying mortgage or such other proof as may be satisfactory to the Trustee that it has been canceled subsequent to April 10, 1926, and that no other bond has been issued under such underlying mortgage in exchange for or by reason of the cancellation of such underlying bond; and each prior lien bond so deposited shall be uncanceled.

Section 53. All uncanceled underlying bonds and all prior lien bonds received by the Trustee shall be held by the Trustee without impairment of the lien thereof for the protection and further security of the bonds issued hereunder. Until a completed default specified in Section 72 of this Indenture shall have occurred no payment by way of interest or otherwise on any of the underlying bonds or prior lien bonds held by the Trustee shall be made or demanded and the coupons thereto appertaining as they mature shall be canceled by the Trustee and delivered so canceled to the Company, unless the Company shall, by an instrument in writing, signed by its President or a Vice-President and its Treasurer or an Assistant Treasurer, and delivered to the Trustee, elect, with respect to any of such prior lien bonds, to have such payments made and demanded, in which event the Company shall be entitled to receive all such payments. In any event, until default as aforesaid, all moneys received by the Trustee on account of the principal or interest of said underlying bonds and prior lien bonds, or by reason of the sale or delivery of any of said bonds to the sinking fund provided for in any mortgage or other lien securing the same, shall be paid over by the Trustee to or upon the order of the Company; provided that if and to the extent that such moneys shall represent the proceeds of insurance or sale or other disposition of property owned by the Company on April 10, 1926, or acquired, made or constructed by the Company after April 10, 1926, and used, prior to such sale or other disposition or the event which resulted in the payment of insurance, as the basis for the authentication and delivery of bonds or withdrawal of cash or release of property under any of the provisions hereof, the same shall be retained by the Trustee and held and/or disposed of by the Trustee in the same manner as the proceeds of released property under and subject to the terms, provisions and conditions of Article XII hereof relating to the proceeds of property released from the lien of this Indenture.

Section 54. Until a completed default specified in Section 72 hereof shall have occurred, the Trustee, if so directed by an instrument in writing, signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, shall cause any underlying bonds or prior lien bonds held by it to be canceled and the obligations thereby evidenced to be satisfied and discharged, and upon similar direction shall sell or surrender any underlying bonds and/or prior lien bonds held by it in pledge hereunder to the Trustee or other holder of the mortgage or other lien securing the same, for cancellation, or to be held uncanceled, for the purposes of any sinking fund or other similar device for the retirement of bonds for which provision may have been made in the mortgage or other lien securing the underlying bonds and/or prior lien bonds so sold or surrendered; provided, however, that no such prior lien bonds shall be so sold or surrendered, except for cancellation as aforesaid, until the Trustee shall have received an opinion of counsel to the effect that the provisions of the mortgage or other lien securing the prior lien bonds so to be sold or surrendered are such that no transfer of ownership or possession of such prior lien bonds by the trustee or other holder of such mortgage or other lien is permissible thereunder (other than to the trustee or other holder of the mortgage securing the same for cancellation or to be held uncanceled under the terms of such mortgage or lien under like conditions).

Section 55. Until a completed default specified in Section 72 hereof shall have occurred, the Trustee, if so directed by an instrument in writing, signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, shall permit the Company to withdraw any prior lien bonds (except prior lien bonds deposited with the Trustee pursuant to Section 51 hereof) held by the Trustee upon deposit with the Trustee of an amount in cash equivalent to the principal amount of the prior lien bonds so withdrawn. Any amounts in cash so deposited with the Trustee shall be held and disposed of by it in the manner provided by Section 36 hereof with respect to cash deposited with the Trustee under the provisions of Section 35 hereof.

Section 56. Upon the occurrence of any completed default specified in Section 72 hereof, the Trustee may exercise any and all rights of a bondholder with respect to the underlying bonds and/or prior lien bonds then held by it or may take any other action which shall in its judgment be desirable or necessary to avail of the security created for such underlying bonds and/or prior lien bonds by the mortgages or other instruments securing the same. The Trustee shall be reimbursed from the trust estate for all expenses by it properly incurred by reason of any such action taken, with interest upon all such expenditures at the rate of six per centum (6%) per annum, and the amount of such expenses and interest shall, until repaid, constitute a lien upon the mortgaged and pledged property prior to the lien of the bonds and coupons issued hereunder.

ARTICLE XI.

*Redemption and Purchase of Bonds.*

Section 57. Such of the bonds of any series issued hereunder as are, by their terms, redeemable before maturity may, at the option of the Company, be redeemed at such times, in such amounts and at such prices as may be specified therein and in accordance with the provisions of the three next succeeding sections numbered from 58 to 60, both inclusive.

Section 58. In case of redemption of a part only of any series of said bonds, the particular bonds so to be redeemed shall be selected by the Trustee by lot, according to such method as it shall deem proper in its discretion. Notice of intention to redeem (including in case a part only of the bonds of any particular series are to be redeemed, the numbers of such bonds) shall be given, by or on behalf of the Company, by publication for the period of time before the redemption date fixed for the bonds to be redeemed, or if no such period be fixed, then at least once in each of four (4) successive calendar weeks (on any day of such week) immediately preceding the date fixed for redemption, in one daily newspaper of general circulation published in the Borough of Manhattan, City of New York. A copy of such notice shall also be mailed by or on behalf of the Company, not less than twenty (20) days before the redemption date, to the holders of any fully registered bonds or of coupon bonds registered as to principal which are to be redeemed, at their last addresses, if any, appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of such bonds.