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Section 7. The Corporation covenants that this Indenture is and always will be kept a first lien on the Trust Estate (subject only to the liens of the mortgages on the properties referred to and described in Clauses Second and Third of the Granting Clauses hereof) and upon all extensions, improvements, renewals and replacements thereof, and upon all additions and appurtenances thereto, and upon all additions and appurtenances thereto, and upon any additional property constituting part of the Trust Estate, hereafter constructed or acquired by the Corporation. The Corporation will not create or suffer to be created any mortgage, lien or charge having priority to or equality with the lien of this Indenture upon the Trust Estate or any part thereof; provided, however, that nothing in this Section 7 contained shall be deemed to prohibit the Corporation from creating any purchase money mortgage or other purchase money lien, prior to the lien of this Indenture, on any property or interests therein acquired after the date of the execution and delivery of this Indenture, to provide funds for the payment in part of the cost to the Corporation, of such property or interests therein, provided that if any such mortgage or lien shall be created, the total indebtedness secured by such mortgage or lien shall not exceed 66-2/3% of the then fair value of such property or interests therein. Nothing in this Section 7 shall permit the Corporation to suffer or create any purchase money mortgages, retained titles or other liens prior to the lien of this Indenture on any repairs to, or renewals or replacements of, the Trust Estate. The Corporation from time to time, and when the same shall become due, will pay and discharge all taxes, assessments and governmental charges lawfully levied or imposed upon the Trust Estate or upon any part thereof or upon the revenues, rents, issues, income and profits thereof, the lien of which would be prior to the lien hereof, and also all taxes, assessments and governmental charges lawfully levied or imposed upon the lien or interest of the Trustee or of the registered owners of the Certificates in respect of the Trust Estate, and also all lawful claims and demands of mechanics, laborers and others which, if unpaid, might by law be given precedence to the lien of this Indenture, and, in general, will do every thing necessary so that the lien and priority of this Indenture shall be fully preserved, at the cost of the Corporation, without expense to the Trustee or to the registered owners of the Certificates, provided, however, that nothing in this Section 7 shall require the payment or provision for payment of any such tax, assessment, charge, claim or demand, the validity of which shall be contested in good faith if, in the opinion of the Trustee, the security for the Bonds and the Certificates will not be materially impaired or endangered.

Section 8. The Corporation will not consolidate or merge with any other corporation or sell, lease, or otherwise transfer all of its properties, as a whole or substantially so, unless such consolidation or merger, or such sale, lease or other transfer be made under such conditions that the Trust Estate is not subjected to any lien or charge ranking prior to or equally with the lien of this Indenture and except in each such case, subject to the limitations and conditions contained in Article Eight hereof.

Section 9. The Corporation at all times will maintain, preserve and keep the Trust Estate and every part thereof, with the buildings, fixtures, machinery and appurtenances in thorough condition, repair and working order, and will supply and keep the same supplied with all necessary equipment, and, from time to time, will make all needful and proper repairs, renewals, replacements, additions, betterments and improvements thereon, so that the value and efficiency thereof shall not be impaired and so that the business carried on in connection therewith and every portion thereof may at all times be properly and advantageously conducted; and whenever any portion of the Trust Estate (including machinery, fixtures, furniture and furnishings) shall be worn out or destroyed, or shall have become obsolete, inefficient or otherwise unfit for use, the Corporation will procure substitutes of at least a value equal to the original cost of that portion of the Trust Estate so replaced or substituted. All such substitutes shall be acquired by the Corporation free and clear of all mortgages, pledges, retained, titles, and other liens and encumbrances and all such substitutes shall be subject to this Indenture as a first lien thereon. The Corporation will not demolish or remove, or permit to be demolished or removed, any building which is now or hereafter may become subject to the lien of this Indenture. The Corporation, without the prior written consent of the Trustee, will not make, or permit to be made, any structural changes or structural repairs in any part of the Trust Estate as from time to time constituted. The Corporation, from time to time, whenever requested by the Trustee, will allow a full inspection of the Trust Estate to be made by the Trustee, or its representative or representatives, and will furnish all possible facilities for making such inspection. The Trustee shall be under no obligation to cause such inspection to be made unless requested in writing by the registered owners of not less than 10% of the principal amount of the Certificates then outstanding, and unless provided with such funds for the purpose as may be necessary. Except to the extent that it may be prevented from so doing by circumstances beyond its control, the Corporation will at all times actively conduct and carry on its usual business on and with the Trust Estate.

Section 10. So long as any of the Bonds are outstanding, the Corporation will not purchase, redeem, retire or otherwise pay off any of its capital stock, and will not declare or pay any dividend or dividends on any class of its capital stock as the same is now or may hereafter be constituted, or make any distribution of assets (other than dividends payable in stock of the Corporation) to the holders of any class of its capital stock, unless and until all current payments in respect of interest and principal on the Bonds required to be

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