

matter or text in respect of the net earnings of the Company and the annual bond interest charge) adjusted to the withdrawal of such cash, in amount not in excess of the limitations in each of said articles provided in respect of the amount of bonds which may be authenticated thereunder, disregarding, however, all limitations as to the relation of the net earnings of the Company to the annual bond interest charge; provided, however, that if, and only if, cash is sought to be withdrawn hereunder upon showings responsive to article five hereof and such showings shall include any property acquired as an entirety or substantially as an entirety, subject to the lien of any underlying mortgage, and not included in any previous certificate filed with the Trustee responsive to the provisions of subparagraph (e) of section 5.01 hereof, then such showings shall include matter or text in respect of net underlying earnings derived from such property acquired as an entirety or substantially as an entirety, subject to the lien of any underlying mortgage, and in respect of the annual underlying interest charge, and the limitation as to the relation of such net underlying earnings to the annual underlying interest charge shall apply.

ARTICLE SEVEN.

GENERAL COVENANTS.

SECTION 7.01. The Company covenants, agrees and undertakes that it will faithfully do and perform and at all times fully observe any and all covenants, undertakings, stipulations and provisions contained in each and every bond executed, authenticated and delivered hereunder, irrespective of series, and in the several and successive indentures supplemental hereto and in the resolutions adopted by its board of directors pursuant to or in observance of the provisions of this indenture. The Company covenants that it will promptly make, execute and deliver all indentures supplemental hereto or otherwise, and take all such further action as may reasonably be deemed by the Trustee or by counsel necessary or advisable for the better securing of any bonds issued or to be issued hereunder, or for better assuring and confirming unto the Trustees the mortgaged property or any part thereof.

SECTION 7.02. The Company covenants that it will promptly pay the principal of and interest on every bond issued hereunder and secured hereby in the medium of payment specified in each such bond, at the dates and places, and in the manner, described in such bonds, and that it will, in apt time prior to the maturity of each installment of interest and in apt time prior to the maturity of every such bond, deposit with the Trustee (in cash funds or in canceled coupons or bonds maturing on the day of maturity then next approaching) the par amount of such interest or interest and principal together with sufficient additional funds to pay reasonable fees of all paying agents, and to enable all bonds and/or coupons to be paid without deduction of or for any tax as in such bonds respectively provided.

The Trustee shall from time to time incinerate all bonds and/or coupons issued hereunder which shall have been paid or redeemed and/or canceled, and deliver to the treasurer of the Company a certificate wherein shall be set forth descriptions of all such bonds and/or coupons by series, date of execution or maturity, number and amount, and the fact of such incineration. Any such certificate shall be deemed to be, and shall be accepted by the Trustees and their respective successors hereunder as, conclusive evidence of the payment and cancellation of said bonds and coupons, for all purposes of this indenture or any release thereof, to the same extent as if the bonds and coupons so incinerated were themselves presented or surrendered.

Section 7.03. In order to prevent any accumulation of bonds or coupons after their maturity, the Company covenants and agrees that it will not directly or indirectly extend or assent to the extension of the time for payment of any bond or any coupon appertaining to any coupon bond secured hereby by purchase or funding of coupons, or by the funding of any bonds in any manner whereby such bonds shall be kept alive or outstanding. In case the time for payment of any such bond or coupon shall be so extended, such bond or coupon shall not be entitled in case of any default hereunder to the benefit or security of this indenture, except subject to the prior payment in full of the principal of all bonds issued and outstanding hereunder and not so extended, and of so much of the accrued interest on bonds not so extended as shall not be represented by such extended coupons.

Section 7.04. The Company covenants and it is a condition of this indenture (a) that, except as to that part of the mortgaged property which may be hereafter acquired, the Company is now well seized of the physical properties hereby by it mortgaged or intended so to be, subject only to current taxes and assessments which are not delinquent, and has good right, full power and lawful authority to grant, bargain, sell, warrant, convey, transfer, mortgage, pledge and assign such physical properties in the manner and form herein respectively done or intended, and that it has, and, subject to the provisions hereof, will preserve good and indefeasible title to all the mortgaged property and will warrant and forever defend the same to the Trustees against the claims of all persons whomsoever; (b) that the Company will promptly pay or cause to be paid all lawful taxes, charges and assessments at any time levied or assessed upon or against the mortgaged property, and/or upon or against the interest therein of the Trustees and/or of each bondholder, and/or upon or against the debt at any time secured hereby; provided, however, that no such tax, charge or assessment shall be required to be paid so long as the validity of the same shall in good faith be contested, after at least ten (10) days' written notice to the Trustee, and security for the pay-