

property or assets, real or personal, tangible or intangible, of the Company or its subsidiaries, whether now owned or hereafter acquired; provided, however, that the foregoing restrictions shall not prevent:

(1) Its subsidiaries from mortgaging or pledging all or any part of their property and assets to the Company as security for indebtedness owing to the Company; or

(2) The Company from mortgaging or pledging all or any part of its property and assets as security solely for the indebtedness represented by said bonds if all of said bonds at the time outstanding and unpaid are equally and ratably secured thereby; or

(3) The Company or its subsidiaries from making pledges or deposits under Workmen's Compensation laws or similar legislation or good faith deposit in connection with tenders, contracts or leases to which the Company or any subsidiary is a party, or deposit to secure surety and appeal bonds to which the Company or any subsidiary is a principal party; or

(4) The creation or existence of liens for property taxes not yet subject to penalties for non-payment, or rights of others for rights of way, and other similar purposes, or restrictions as to the use of real properties which rights and restrictions do not in the aggregate materially detract from the value of said properties or materially impair their use in the operation of the business of the Company or its subsidiaries;

(5) The Company and or its subsidiaries from purchasing from time to time additional equipment, machinery and accessories and furniture and fixtures and financing such purchases by purchase money mortgages, which purchase money mortgages shall insofar as that particular property is concerned constitute liens prior in rank to the lien created by this Trust Indenture, it being understood and agreed, however, that said purchase money mortgages shall not in any instance be in an amount in excess of sixty (60%) per cent of the purchase price of the property so purchased, and at no time shall the aggregate amount owing on outstanding purchase money mortgages so given by the Company and/or its subsidiaries exceed the amount of \$30,000.00;

(r) The Company will not cause, suffer or permit its subsidiaries: