

indenture, together with interest thereon at six per cent (6%) per annum and reasonable charges for the time and service of the Trustees and such bondholder or bondholders and their agents or attorneys, shall become so much additional indebtedness secured by this indenture and shall be paid out of any available funds in the hands of the Trustee or out of the proceeds of the sale of the trust estate if not otherwise paid, and it shall not be obligatory to inquire into the validity of such taxes, assessments or sales therefor or mechanic's lien claims or other liens in advancing any money in that behalf as in this Section authorized, but nothing herein contained shall be construed as requiring the Trustees or the holder or holders of said bonds to obtain insurance or advance or expend money for taxes, assessments, liens or for any other purposes aforesaid.

Notwithstanding anything elsewhere in this Section or in this indenture contained, the Company shall not be required to pay any tax, assessment, or other governmental charge upon any part of the trust estate, or to pay or discharge any lien or alleged lien prior or equal to that of this indenture on any part of the trust estate, or to pay or settle any mechanic's lien or claim, so long as it shall in good faith contest the same, provided that the security afforded by this indenture shall not, in the opinion of counsel satisfactory to the Trustee, thereby be endangered; and provided further that the Company shall, upon the request of the Trustee, give security satisfactory to the Trustees for the payment and discharge of any such tax, assessment, lien, or claim, and for the maintenance of the prior lien and charge of this indenture.

SECTION 6.12. The Company covenants that it will not declare or pay any dividends on or acquire or redeem any stock of any class, or make any payments on the principal or retire or redeem any of the Notes of the Company at any time unless

- (a) the Company is not in default in the payment of the principal of or interest on the bonds, and is not in default under any of the provisions of this Indenture;
- (b) the available net earnings of the Company derived from the operation of its business after May 1, 1953, computed as herein-