

Upon presentation of any registered bond by the registered holder for the time being, with a written power to transfer the same, executed in a form approved by the Mortgagor Company, such bond shall be transferred upon such register.

Section 4. The Mortgagor Company will not voluntarily create or suffer to be created any lien or charge having priority to, or preference over, the lien of this Indenture upon the mortgaged estates, properties and franchises or any part thereof or upon the income thereof, provided, however, that nothing in this Indenture contained shall prevent the Mortgagor Company from purchasing or otherwise acquiring properties which shall at the time of purchase or acquisition be subject to other liens or incumbrances, nor require the Mortgagor Company to pay or discharge the same; and provided further, that in case the Mortgagor Company shall hereafter from time to time purchase or otherwise acquire property subject to a mortgage under which all the bonds or other obligations authorized thereby have not been issued, the Mortgagor Company will not issue or permit to be issued thereunder any additional bonds or other obligations unless, concurrently with their issuance, they are acquired by the Mortgagor Company and deposited with the Trustee as security under this Indenture.

If any company of whose capital stock the greater part shall be at any time pledged under this Indenture shall, save as otherwise herein provided, create or suffer to be created or to exist any lien or charge upon its property or income or create or suffer to be created or to exist any indebtedness other than (1) an indebtedness to the Mortgagor Company; or (2) for the current operating expenses of such company during a period of not exceeding six months, then it, the Mortgagor Company, will pay and discharge the same or take up and acquire the same: Provided, however, that nothing in this Indenture contained shall prevent the Mortgagor Company from purchasing bonds secured by a lien subordinate to that of other liens or incumbrances, or stocks of corporations, the property of which shall be subject to liens or incumbrances, nor require the Mortgagor Company to pay, satisfy or discharge the same. And provided further, that nothing herein contained shall prevent any company, of whose capital stock the greater part shall be at the time pledged under this Indenture, from issuing and disposing of any of its mortgage bonds, either to the Mortgagor Company or others, which may by the terms of the mortgage be reserved under usual restrictions to retire underlying bonds but similar bonds reserved for other purposes shall not be issued or disposed of to any party other than the Mortgagor Company.

Nothing in this section contained shall require the Mortgagor Company to pay, satisfy or discharge any such indebtedness, lien or charge, so long as it shall in good faith contest the validity thereof.

Section 5. The Mortgagor Company, from time to time, will pay and discharge all taxes, assessments and governmental charges lawfully imposed or to be imposed upon the estates, properties and franchises hereby mortgaged, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this Indenture shall be fully preserved in respect of such estates, properties and franchises, and will also pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the interest of the Trustee or of the holder of any of the bonds secured by this Indenture.