

Fund Gold Bonds of the Mortgagor Company, in accordance with and under the provisions of its Mortgage aforesaid, dated February 1, 1912, to the Fidelity Trust Company, Trustee, provided, further, 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 encumbrances, nor require the Mortgagor Company to pay or discharge the same until such payment shall be due, and provided further, that in case the Mortgagor Company shall hereafter at any time or times purchase or otherwise acquire property of another corporation under and subject to a mortgage which provides for the reservation of bonds thereunder for extensions, enlargements and additions to the property of such other corporation and by the terms of said mortgage such reserved bonds may be issued by the successor of such other corporation, the Mortgagor Company as successor Company may issue reserved bonds, secured by such mortgage, to reimburse it for the actual cash cost of extensions, enlargements and additions to the property so acquired, as provided in said mortgage; and the Mortgagor Company, as such successor, may in any such case execute any supplemental mortgage or mortgages that may be required as further security for such bonds, and the lien of this mortgage shall be deferred to the lien of such mortgage and supplemental mortgage or mortgages on the extensions, enlargements and additions so paid for to the full extent necessary to secure the payment not only of all of such bonds as may have been outstanding at the time of the acquisition of the property of such other company by the Mortgagor Company, but also the payment of all bonds which may or shall at any time thereafter be issued under such mortgage by the Mortgagor Company in accordance with the provisions thereof.

Nothing in this Section contained shall require the Mortgagor Company to pay, satisfy or discharge any indebtedness, lien or charge required to be paid by it under the provisions of this Section 4, 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 taxed, 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, or of any underlying bonds in the mortgaged estates, properties and franchises, but nothing contained in this section shall require the Mortgagor Company to pay any such tax, assessment or charge, so long as the Mortgagor Company in good faith shall contest the validity thereof.

SECTION 6. The Mortgagor Company at its own cost and expense will do and cause to be done all things necessary to preserve and keep in thorough repair, working order and conditions and fully supplied with equipment appropriate to the nature and volume of its business all said estates, properties and franchises, and all things necessary to preserve and keep valid and intact the lien and incumbrance hereby created, and will diligently preserve all rights, franchises and privileges to it granted and confirmed by law or otherwise, and will do whatever counsel learned in the law shall advise is necessary to be done in order to comply with the laws relating thereto, and will not do or suffer any matter or thing whatsoever to be done whereby the lien of this mortgage might or could be lost or