

SECTION 10. THAT INASMUCH AS IT IS ONE OF THE TERMS OF THE NOTES AND THIS AGREEMENT AFFECTING THE RATE OF INTEREST AND THE PRICE AND VALUE OF SAID NOTES UPON WHICH PURCHASER WILL RELY, THAT THE SAME WILL NOT BE PAID PRIOR TO MATURITY THEREOF WITHOUT THE PAYMENT OF THE PREMIUM PROVIDED THEREIN IN CASE OF SUCH PRIOR REDEMPTION, "THE COMPANY" FURTHER AGREES THAT IN THE EVENT ANY NOTES ARE TO BE RETIRED BY INSURANCE MONIES PAID TO "THE TRUSTEE", AND THAT ALSO IN CASE OF ANY DEFAULT OF "THE COMPANY" RESULTING IN THE DECLARATION OF ALL OUTSTANDING NOTES IMMEDIATELY DUE AND PAYABLE, SHALL BE DEEMED A CALLING OF SUCH NOTES FOR REDEMPTION, AND THE HOLDERS THEREOF SHALL BE ENTITLED TO PAYMENT THEREOF AT THE CALL PRICE THEN PREVAILING EQUALLY AND RATABLY.

SECTION 11. IT WILL AT ANY TIME AND FROM TIME TO TIME HEREAFTER, MAKE, DO, EXECUTE AND DELIVER ALL SUCH FURTHER AGREEMENTS, ACTS, DEEDS AND THINGS AS SHALL BE REASONABLY ADVISED OR REQUIRED TO EFFECTUATE THE INTENTIONS OF THESE PRESENTS AND TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST THEREON ACCORDING TO THE INTENT AND PURPOSES HEREIN EXPRESSED.

SECTION 12. UNLESS AND UNTIL "THE TRUSTEES" SHALL RECEIVE WRITTEN NOTICE TO THE CONTRARY FROM THE HOLDERS OF NOT LESS THAN TEN PER CENTUM ^{OF} THE AMOUNT OF NOTES THEN OUTSTANDING, THEY MAY ASSUME THAT THE AFORESAID COVENANTS HAVE BEEN DULY OBSERVED BY "THE COMPANY", AND "THE TRUSTEES" SHALL NOT BE OBLIGED TO DEMAND THE PERFORMANCE OR OBSERVANCE OF THE AFORESAID COVENANTS UNTIL REQUESTED TO DO SO BY THE HOLDERS OF THE MAJORITY IN AMOUNT OF ALL NOTES THEN OUTSTANDING, AND UPON BEING FULLY INDEMNIFIED TO THE SATISFACTION OF "THE TRUSTEES", BUT IN ANY CASE "THE TRUSTEES" MAY TAKE SUCH ACTION AS THEY MAY DEEM APPROPRIATE WITHOUT SUCH NOTICE OR REQUEST.

SECTION 13. THAT SO LONG AS ANY OF THE NOTES OR COUPONS HEREUNDER AND SECURED HEREBY SHALL REMAIN OUTSTANDING AND UNPAID, IT WILL KEEP AND MAINTAIN AT ALL TIMES QUICK CURRENT ASSETS OVER AND ABOVE ALL CURRENT LIABILITIES AT LEAST EQUAL TO AND NOT LESS THAN THE AMOUNT OF THE NOTES, (AND AFTER JULY 1, 1925 THE AMOUNT OF THE NOTES AND INTEREST COUPONS) MATURING DURING THE NEXT SUCCEEDING TWELVE (12) MONTHS.

THE TERM "QUICK CURRENT ASSETS" AS USED HEREIN SHALL INCLUDE

(A) CASH ON HAND AND IN BANK, GOOD AND COLLECTIBLE NOTES, ACCOUNTS AND BILLS RECEIVABLE CONTRACTED IN THE ORDINARY COURSE OF BUSINESS (IF SUCH NOTES, ACCOUNTS AND BILLS RECEIVABLE ARE DUE WITHIN SIX (6) MONTHS) OWING BY SOLVENT PERSONS OR CORPORATIONS.

(B) MANUFACTURED PRODUCTS, PRODUCTS IN PROCESS OF MANUFACTURE, RAW MATERIALS AND SUPPLIES; SUCH PRODUCTS, RAW MATERIALS AND SUPPLIES TO BE VALUED AT COST, IF COST BE LESS THAN MARKET VALUE, AND AT MARKET VALUE IF MARKET VALUE BE LESS THAN COST.

(C) BONDS OF THE UNITED STATES GOVERNMENT AT THEIR MARKET VALUE.

(D) CERTIFICATES OF INDEBTEDNESS OF THE UNITED STATES GOVERNMENT ISSUED IN ANTICIPATION OF RECEIPT OF FEDERAL TAXES AT THEIR PAR VALUE. "THE COMPANY" SHALL HAVE THE RIGHT TO DEDUCT FROM THE AMOUNT OF SUCH CERTIFICATES OF INDEBTEDNESS THE ESTIMATED AMOUNT OF ITS ACCRUED INCOME AND EXCESS PROFIT TAXES, IN WHICH CASE SUCH ESTIMATED AMOUNT OF ITS INCOME AND EXCESS PROFIT TAXES MAY BE DEDUCTED FROM ITS CURRENT LIABILITIES AS HEREINAFTER DEFINED.

THE TERM "CURRENT LIABILITIES" SHALL INCLUDE ALL INDEBTEDNESS OF EVERY CHARACTER, NATURE OR DESCRIPTION, EXCEPTING ONLY (A), THE NOTES AND INTEREST