

ENGAGED IN A BUSINESS SIMILAR TO THAT TRANSACTED BY THE COMPANY; AND THE COMPANY COVENANTS AND AGREES THAT IT WILL AT ANY AND ALL TIMES, UPON THE WRITTEN REQUEST OF THE TRUSTEES, OR OF THE BANKERS, (A) FURNISH TO THEM, OR EITHER OF THEM, IN SUCH MANNER AS MAY BE REASONABLY REQUIRED, A STATEMENT OR STATEMENTS, IN WRITING, SHOWING ACCURATELY AND IN REASONABLE DETAIL THE FINANCIAL CONDITION OF THE COMPANY AND ITS MONTHLY EARNINGS AND OPERATING EXPENSES; (B) PERMIT THEM, OR EITHER OF THEM, OR THEIR, OR EITHER OF THEIR, CLERKS, AGENTS, OR AUDITORS, FOR THAT PURPOSE DULY AUTHORIZED, TO INSPECT THE BOOKS, ACCOUNTS, PAPERS, DOCUMENTS AND MEMORANDA OF THE COMPANY, AS WELL AS ITS PLANTS AND PROPERTIES, AND TO TAKE FROM ITS BOOKS, ACCOUNTS, PAPERS, DOCUMENTS AND MEMORANDA SUCH EXTRACTS AS MAY BE DEEMED EXPEDIENT; (C) FURNISH TO THEM, OR EITHER OF THEM, A STATEMENT OR LIST SETTING FORTH IN REASONABLE DETAIL ALL OR ANY SPECIFIED PART OF THE PROPERTY OF THE COMPANY AT ANY TIME SUBJECT TO THIS INDENTURE (D) FURNISH THEM, OR EITHER OF THEM, A STATEMENT IN REASONABLE DETAIL OF ANY CONSTRUCTION WORK BEING CARRIED ON BY OR FOR THE COMPANY, WITH FULL INFORMATION AS TO THE AMOUNTS EXPENDED AND TO BE EXPENDED IN AND ABOUT THE SAME; AND THE COMPANY FURTHER COVENANTS THAT IT WILL ON OR BEFORE THE FIRST DAY OF APRIL IN EACH AND EVERY YEAR, COMMENCING WITH THE YEAR 1926, FILE WITH THE TRUST COMPANY AND THE BANKERS A REPORT TAKEN FROM THE BOOKS AND ACCOUNTS OF THE COMPANY MADE BY AN ACCOUNTANT SELECTED OR APPROVED BY THE TRUST COMPANY OR THE BANKERS (WHO MAY BE THE ACCOUNTANT FOR THE COMPANY) SHOWING THE FINANCIAL CONDITION OF THE COMPANY AS OF THE 31ST DAY OF DECEMBER NEXT PRECEDING, AND THE EARNINGS, OPERATING EXPENSES AND INTEREST CHARGES OF THE COMPANY FOR THE TWELVE CALENDAR MONTHS ENDING ON SAID DATE. SUCH REPORT SHALL SPECIFICALLY SHOW THE GROSS EARNINGS AND MAINTENANCE EXPENDITURES OF THE COMPANY AS SET FORTH IN SECTION 12 OF THIS ARTICLE. THE TRUST COMPANY SHALL HAVE NO DUTY WITH RESPECT TO ANY SUCH REPORT AS MAY BE FILED WITH IT, OTHER THAN TO HOLD THE SAME IN ITS FILES FOR INSPECTION BY THE HOLDERS OF BONDS OUTSTANDING HEREUNDER.

SEC. 6. THE COMPANY COVENANTS THAT IT, EXCEPT AS TO AFTERACQUIRED PROPERTY IT IS WELL SEIZED OF THE MORTGAGED PROPERTY AS OF A GOOD, ABSOLUTE AND INDEFEASIBLE ESTATE, AND THAT SAID PROPERTY IS FREE AND CLEAR OF ANY INCUMBRANCE LIEN OR CHARGE, EXCEPT CURRENT TAXES; THAT IT HAS GOOD RIGHT, FULL POWER AND LAWFUL AUTHORITY TO MORTGAGE THE MORTGAGED PROPERTY AS PROVIDED IN AND BY THIS INDENTURE; THAT IT WILL WARRANT AND DEFEND THE SAME UNTO THE TRUSTEES AGAINST ALL LAWFUL CLAIMS WHATSOEVER; THAT IT WILL NOT CREATE, OR SUFFER TO BE CREATED, OR ALLOW TO EXIST, ANY LIEN OR CHARGE HAVING PRIORITY TO OR PREFERENCE OVER THE LIEN OF THESE PRESENTS UPON THE MORTGAGED PROPERTY OR ANY PART THEREOF, OR UPON THE INCOME THEREOF, EXCEPT CURRENT TAXES AND ANY MORTGAGE OR MORTGAGES ON ANY PROPERTY HEREAFTER ACQUIRED BY THE COMPANY WHICH MAY EXIST AT THE DATE OF SUCH ACQUISITION BY THE COMPANY OR BE GIVEN TO SECURE A PORTION OF THE PURCHASE PRICE THEREOF, AND THAT, WITHIN THREE MONTHS AFTER THE SAME SHALL ACCRUE, IT WILL PAY, OR CAUSE TO BE DISCHARGED, OR WILL MAKE ADEQUATE PROVISION FOR THE SATISFACTION OR DISCHARGE OF, ALL LAWFUL CLAIMS AND DEMANDS OF MECHANICS, LABORERS AND OTHERS WHICH, IF UNPAID, MIGHT BE GIVEN BY LAW PRECEDENCE AS A LIEN OR CHARGE UPON THE MORTGAGED PROPERTY, OR ANY PART THEREOF, OR THE INCOME THEREOF. PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS SECTION SHALL REQUIRE THE COMPANY TO PAY ANY SUCH CLAIM OR DEMAND, SO LONG AS THE COMPANY IN GOOD FAITH, AND BY APPROPRIATE LEGAL PROCEEDINGS, SHALL CONTEST THE VALIDITY THEREOF, OR ITS BEING ENFORCEABLE AS A LIEN OR CHARGE SUPERIOR TO THIS INDENTURE, AND PROVIDED, FURTHER, THAT ANY SUCH DELAY SHALL NOT SUBJECT THE MORTGAGED PROPERTY, OR ANY PART THEREOF,