

UNTIL THE PRIOR PAYMENT IN FULL OF THE PRINCIPAL OF ALL BONDS ISSUED HEREUNDER AND OUTSTANDING AND OF ALL SUCH COUPONS AND CLAIMS NOT SO TRANSFERRED OR PLEDGED OR EXTENDED, THE INTENTION HEREOF BEING TO PREVENT ANY ACCUMULATION OF COUPONS AFTER THE MATURITY THEREOF.

SECTION 41. AT ALL TIMES, UNTIL THE PAYMENT OF ALL THE BONDS, BOTH PRINCIPAL AND INTEREST, THE COMPANY WILL CAUSE AN OFFICE OR AGENCY TO BE MAINTAINED IN THE CITY OF MINNEAPOLIS, MINNESOTA, WHERE THE BONDS AND COUPONS MAY BE PRESENTED FOR PAYMENT, AND NOTICES AND DEMANDS IN RESPECT OF THE BONDS AND COUPONS OR THIS INDENTURE MAY BE SERVED. THE COMPANY WILL FROM TIME TO TIME GIVE THE CORPORATE TRUSTEE WRITTEN NOTICE OF THE LOCATION OF SUCH OFFICE OR AGENCY, AND IN CASE THE COMPANY SHALL FAIL TO MAINTAIN SUCH OFFICE OR AGENCY OR TO GIVE THE CORPORATE TRUSTEE WRITTEN NOTICE OF THE LOCATION THEREOF, ANY SUCH PRESENTATION, NOTICE OR DEMAND IN RESPECT OF THE BONDS OR COUPONS OR THIS INDENTURE MAY BE MADE OR GIVEN, UNLESS OTHER PROVISION IS EXPRESSLY MADE HEREIN, TO OR UPON THE CORPORATE TRUSTEE, AND THE COMPANY HEREBY AUTHORIZES SUCH PRESENTATION AND DEMAND TO BE MADE TO AND SUCH NOTICE TO BE SERVED ON THE CORPORATE TRUSTEE IN SUCH EVENT.

SECTION 42. THE COMPANY LAWFULLY OWNES AND IS POSSESSED OF THE PROPERTY DESCRIBED IN GRANTING CLAUSES FIRST, SECOND AND THIRD HEREOF, AND HAS FULL POWER AND LAWFUL AUTHORITY TO GRANT, BARGAIN, SELL, CONVEY AND PLEDGE THE SAME IN THE MANNER AFORESAID.

SECTION 43. THIS INDENTURE IS, AND ALWAYS WILL BE KEPT, A DIRECT LIEN UPON THE PREMISES AND PROPERTY CONVEYED BY THE GRANTING CLAUSES HEREOF, AND UPON ALL RENEWALS AND REPLACEMENTS THEREOF, SUBJECT ONLY TO SUCH LIENS AS ARE PERMITTED BY THIS INDENTURE; AND, EXCEPT AS OTHERWISE HEREIN EXPRESSLY PERMITTED, THE COMPANY WILL NOT CREATE OR SUFFER TO BE CREATED ANY DEBT, LIEN OR CHARGE WHICH WOULD CONSTITUTE A LIEN PRIOR TO OR UPON A PARITY WITH THE LIEN OF THIS INDENTURE UPON THE TRUST ESTATE OR ANY PART THEREOF OR UPON THE INCOME THEREOF; AND THE COMPANY WILL FROM TIME TO TIME PAY OR CAUSE TO BE PAID ALL TAXES AND ASSESSMENTS LAWFULLY LEVIED OR ASSESSED UPON THE TRUST ESTATE OR UPON ANY PART THEREOF OR UPON ANY INCOME THEREFROM, WHEN THE SAME SHALL BECOME LAWFULLY DUE AND PAYABLE, AND ALSO ALL TAXES AND ASSESSMENTS LAWFULLY LEVIED OR ASSESSED UPON THE LIEN OR INTEREST OF THE TRUSTEES OR OF THE BONDHOLDERS IN RESPECT OF THE MORTGAGED PROPERTY, SO THAT THE LIEN OF THIS INDENTURE SHALL AT ALL TIMES BE WHOLLY PRESERVED AT THE COST OF THE COMPANY AND WITHOUT EXPENSE TO THE TRUSTEES OR THE BONDHOLDERS; AND THE COMPANY WILL NOT SUFFER ANY MECHANICS', LABORERS', STATUTORY OR OTHER SIMILAR LIENS TO REMAIN UPON THE MORTGAGED PROPERTY OR ANY PART THEREOF, THE LIEN WHEREOF MIGHT OR COULD BE HELD TO BE PRIOR TO OR ON A PARITY WITH THE LIEN OF THIS INDENTURE, AND THE COMPANY WILL NOT SUFFER ANY OTHER MATTER OR THING WHATSOEVER WHEREBY THE LIEN HEREBY CREATED MIGHT BE IMPAIRED; PROVIDED, HOWEVER, THAT THE COMPANY SHALL HAVE THE RIGHT TO CONTEST, IN GOOD FAITH, BY LEGAL PROCEEDINGS ANY SUCH TAXES, ASSESSMENTS OR LIENS, AND PENDING SUCH CONTEST MAY DELAY OR DEFER THE PAYMENT THEREOF, UNLESS THEREBY THE PROPERTY WILL BE FORFEITED.

SECTION 44. THE COMPANY WILL NOT, EXCEPT AS HEREIN PERMITTED, DO OR SUFFER ANY ACT OR THING WHEREBY THE TRUST ESTATE MIGHT OR COULD BE IMPAIRED, AND IT WILL AT ALL TIMES MAINTAIN, PRESERVE AND KEEP THE MORTGAGED PROPERTY AND EVERY PART THEREOF, IN GOOD CONDITION, REPAIR AND WORKING ORDER. THE COMPANY WILL FROM TIME