

AND LAWFUL AUTHORITY TO GRANT, CONVEY AND MORTGAGE THE LANDS AND OTHER PROPERTY HEREBY CONVEYED BY IT IN MANNER AFORESAID; THAT IT WILL WARRANT AND DEFEND THE TITLE TO ALL PROPERTY HEREBY CONVEYED AND TRANSFERRED OR INTENDED SO TO BE, AND THAT ON DEMAND IT WILL ALSO DO, EXECUTE, ACKNOWLEDGE AND DELIVER OR CAUSE OR PROCURE TO BE DONE, EXECUTED, ACKNOWLEDGED AND DELIVERED, ALL AND EVERY SUCH FURTHER ACTS, DEEDS, TRANSFERS AND ASSURANCES FOR THE BETTER ASSURING, CONVEYING AND CONFIRMING UNTO THE PARTY OF THE SECOND PART, ALL AND SINGULAR THE PROPERTY AND APPURTENANCES HEREBY CONVEYED AND TRANSFERRED OR INTENDED SO TO BE, AS THE TRUSTEE OR THE HOLDERS OF A MAJORITY IN AMOUNT OF THE BONDS ISSUED AND OUTSTANDING HEREUNDER SHALL REASONABLY REQUIRE FOR BETTER ACCOMPLISHING THE PROVISIONS AND PURPOSES OF THIS INDENTURE, AND FOR BETTER SECURING THE PAYMENT OF THE PRINCIPAL AND INTEREST OF THE BONDS SECURED OR INTENDED TO BE SECURED HEREBY.

SECTION 2. THE COMPANY AGREES TO PAY ALL TAXES, ASSESSMENTS AND CHARGES OF EVERY KIND AND CHARACTER WHICH SHALL FROM TIME TO TIME ATTACH TO OR BE LEGALLY IMPOSED; ASSESSED OR LEVIED UPON THE PROPERTY HEREBY CONVEYED OR TRANSFERRED, OR UPON ANY PART THEREOF, THE LIEN WHEREOF MIGHT BE HELD SUPERIOR TO THE LIEN OF THESE PRESENTS, SO THAT THE PRIORITY HEREOF SHALL AT ALL TIMES BE FULLY MAINTAINED AND PRESERVED. IT IS, HOWEVER, UNDERSTOOD AND AGREED THAT IF THE COMPANY SHALL DESIRE TO CONTEST AND SHALL IN GOOD FAITH CONTEST THE VALIDITY OF ANY TAX, ASSESSMENT OR CHARGE WHICH SHALL BE LEVIED OR ASSESSED OR ATTEMPTED TO BE LEVIED OR ASSESSED UPON ANY OF THE PROPERTY, AT ANY TIME, SUBJECT TO THE LIEN HEREOF AND SHALL DEPOSIT WITH THE TRUSTEE AN AMOUNT IN CASH SUFFICIENT IN THE OPINION OF THE TRUSTEE TO PAY SUCH TAX, ASSESSMENT OR CHARGE, TOGETHER WITH ALL COSTS, PENALTIES OR CHARGES WHICH MAY REASONABLY BE ANTICIPATED TO ACCRUE THEREON, THEN SO LONG AS THE COMPANY SHALL IN GOOD FAITH CONTEST THE VALIDITY OF SUCH TAX, ASSESSMENT OR CHARGE, THE FAILURE OF THE COMPANY TO MAKE PAYMENT THEREOF SHALL NOT BE CONSTRUED AS A DEFAULT HEREUNDER. WHENEVER THE COMPANY SHALL ABANDON THE CONTEST OF THE VALIDITY OF ANY SUCH TAX, ASSESSMENT OR CHARGE, OR WHENEVER ITS VALIDITY SHALL BE FINALLY ESTABLISHED BY THE JUDGMENT OF A COURT AND, AT ALL EVENTS, BEFORE THE EXPIRATION OF THE TIME ALLOWED FOR REDEMPTION, IF THE PROPERTY SUBJECT THERE- TO HAS BEEN SOLD, THE TRUSTEE MAY USE THE FUNDS SO DEPOSITED WITH IT EITHER TO PAY SUCH TAX, ASSESSMENT OR CHARGE, TOGETHER WITH ALL COSTS AND PENALTIES, OR TO REDEEM THE PROPERTY SO SOLD.

ARTICLE III.

CREATION OF SINKING FUND AND RE-
DEMPTION OF BONDS

SECTION 1. A SINKING FUND FOR THE PAYMENT
AND RETIREMENT OF THE BONDS SECURED HEREBY

SHALL BE ESTABLISHED AND ALL MONEYS AT ANY TIME APPLICABLE THERETO SHALL BE HELD BY THE TRUSTEE AND DISBURSED THEREFROM AS HEREINAFTER PROVIDED. THE COMPANY COVENANTS AND AGREES TO MAKE PAYMENTS OR CAUSE PAYMENTS TO BE MADE TO THE TRUSTEE TO BE HELD BY IT IN SUCH SINKING FUND AS FOLLOWS:

(A) THE COMPANY AGREES TO PAY OR CAUSE TO BE PAID TO THE TRUSTEE ALL MONEYS ACCRUING UNDER POLICIES OF INSURANCE AS INDEMNIFICATION FOR LOSS OR DAMAGE BY FIRE OF OR TO THE PROPERTY SUBJECT TO THE LIEN HEREOF.

(B) THE COMPANY AGREES THAT UPON ITS DECLARING ANY DIVIDENDS UPON ITS COMMON CAPITAL STOCK AND BEFORE THE PAYMENT THEREOF, IT WILL PAY TO THE TRUSTEE SUCH SUM AS WILL EQUAL THE DIVIDENDS SO DECLARED BUT NOT IN EXCESS OF \$60,000 IN ANY ONE YEAR PROVIDED THAT SO LONG AS NO DEFAULT ON THE PARTY OF THE COMPANY EXISTS IT MAY GIVE NOTICE