

## ARTICLE EIGHT.

## General Covenants.

Section 1. The Company covenants and agrees that it will faithfully do and perform and at all times faithfully observe any and all covenants, undertakings, stipulations and provisions contained in each and every bond executed, authenticated and delivered hereunder, irrespective of series, and in the several and successive resolutions passed and adopted by its Board of Directors pursuant to or in observance of the provisions of this Indenture. The Company covenants that it will promptly make, execute, and deliver all indentures supplemental hereto or otherwise, and take all such further action as may reasonably be by the Trustee, or by counsel, deemed necessary or advisable for the better securing of any bonds issued or to be issued hereunder, or for better assuring and confirming to the Trustee the "mortgaged property" or any part thereof. The Company covenants that it will cause this Indenture to be duly recorded and/or filed and to be duly rerecorded and/or refiled at the times and in the places now or hereafter required by law for the proper maintenance of the priority of the lien hereof.

Section 2. The Company covenants that it will promptly pay the principal of and interest on every bond issued hereunder in lawful money of the United States of America at the dates and places and in the manner prescribed in such bonds, and that it will prior to the maturity of each installment of interest and prior to the maturity of each such bond deposit with the Trustee, or other paying agent appointed with respect to the bonds of any particular series, in lawful money of the United States of America or in canceled coupons or bonds, as the case may be, maturing on the date of maturity then next approaching, the amount of such interest or interest and principal. All coupons, when paid, shall be canceled and delivered to the Treasurer of the Company or upon his order.

Section 3. The Company covenants that, except as to that part of the "mortgaged property" which may hereafter be acquired by it, the Company is now well seized of the physical properties by it hereby mortgaged or intended so to be, subject only to "permitted encumbrances" and has good right, full power, and lawful authority to make this Indenture and subject such physical properties to the lien hereof in the manner and form herein respectively done or intended; and that it has and, subject to the provisions hereof, will preserve good and indefeasible title to all such physical properties, and will warrant<sup>and</sup> forever defend the same to the Trustees against the claims of all persons whatsoever.

Section 4. The Company covenants that it will promptly pay, or cause to be paid all lawful taxes, charges and assessments at any time levied or assessed upon or against the "mortgaged property" or any thereof, and/or the interests of the Trustees and of the holders of the bonds outstanding under this Indenture before the same become delinquent; provided, however, that no such tax, charge or assessment shall be required to be paid so long as the validity of the same shall be contested in good faith, and security for the payment of the same satisfactory to the Trustee shall be provided; that there are not now outstanding and that the Company will not at any time create or permit to be created or allow to accrue or to exist any lien or liens prior to the lien of this Indenture upon the "mortgaged property" or any part thereof, or the income therefrom; save only any mortgage or other lien on any property hereafter acquired by the Company which may exist on the date of, or be created as a vendor's lien or as a purchase money mortgage in connection with, such acquisition; and that neither the value of the "mortgaged property" nor the lien of this Indenture will be diminished or impaired in any way as the result of any action or non-action on the part of the Company.