

SECTION 8.04. 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 part thereof, and/or the interest 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 the 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 permitted encumbrances and 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.

SECTION 8.05. Its business will be carried on and conducted in an efficient manner; all of its properties, plants, appliances, systems and equipment useful and necessary in the carrying on of its business will be kept in thorough repair and maintained in a state of high operating efficiency corresponding to the progress of the industry; it now has complete and lawful authority and privilege to maintain and operate its entire system and properties, and none of its rights, franchises or privileges will be allowed to lapse or be forfeited so long as the same shall be necessary for the carrying on of its business, provided, however, that the expiration by lapse of time of any right, franchise, or privilege shall not constitute a violation of this covenant, but the Company hereby expressly covenants that it will exercise its best efforts to procure extension or renewal of each and every such right, franchise or privilege so expiring and necessary or desirable for the maintenance of any of its plants, properties or systems.

SECTION 8.06. All of the covenants, conditions and agreements of any underlying mortgage upon any property hereafter acquired by it will in all respects be fully complied with; that upon the payment of all bonds issued under each such mortgage it will procure such mortgage to be effectively satisfied and discharged of record; that the Company will not issue or permit to be issued any additional bonds secured by any underlying mortgage, but that each such mortgage shall be effectively closed at the date of the acquisition of such property.

SECTION 8.07. It will not acquire any property which after its acquisition will be subject to any underlying mortgage unless prior to the acquisition thereof it shall have filed with the Trustee a certificate signed and verified by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company from which it shall appear that the aggregate of the net operating earnings of the Company and the net operating earnings of the property so to be acquired, computed in the same manner as are net operating earnings of the Company, for any consecutive twelve months out of the fifteen calendar months immediately preceding the acquisition of such property equal at least twice the annual interest requirements on all bonds outstanding hereunder, all bonds and other obligations secured by underlying mortgages and all bonds and other obligations secured by lien upon the property so to be acquired; nor will it acquire any property subject to any underlying mortgage securing indebtedness in excess of sixty per cent. (60%) of the lesser of