reasonably advised or required of them, or either of them, for effectuating the intention of these presents, and for the better assuring and confirming unto the Trustee, its successors and assigns, upon the trusts and for the purposes herein expressed, all and singular the property, appurtenances, rights and franchises hereby mortgaged, whether now owned or possessed or hereafter acquired by the Pipe Line Company, its successors or assigns.

ARTICLE IV.

The Pipe Line Company shall pay the principal of all the bonds issued under this mortgage when the same shall become due by the terms of the bonds, or by declaration, as herein provided, upon the surrender of the bonds, and it shall pay the interest thereon according to the terms of the bonds upon the presentation and surrender of the proper coupons for such interest and until the principal of the bonds is paid, without deduction from the principal of the bonds is paid, without deduction from the principal or interest for any tax or taxes which the Pipe Line Company may be required to pay, deduct, or retain therefrom under any present or future law of the United States of America, or of any state, county, or municipality therein.

No bod shall be valid as secured under this mortgage or deed of trust except such as shall be authenticated by the certificate of the Trustee endorsed thereon, signed by an officer of the said Trustee.

When and as the coupons attached to the said bonds mature and become payable they shall be paid by the Pipe Line Company and the coupons cancelled, and no purchase or sale of the said coupons, or any of them, and no advance or loan thereon. or redemption thereof, by or on behalf of, or at the request of, the Pipe Line Company, after the same shall have been detached from the bonds to which they belong, shall keep such coupons alive or preserve their lien upon the mortgaged property or franchises; but nothing herein contained shall be intended or construct to prevent the Pipe Line Company, by arrangement with the holder or holders of all the bonds then outstanding, from extending the time of payment of or changing the rate of interest on any or all of the said bonds; and any such extended or

72

changed bond and the coupons thereon shall retain all the benefits and protection of this mortgage to the same extent as if such extension or change had not been made.

as it such extension or change had not been made. The Fipe Line Company hereby promises and agrees that it will pay, or cause to be paid, all taxes, rates, levies, or assessments which are or may be lawfully imposed, levied, or assessed upon any or all of the property, real and personal, rights, franchises, dividends, and privileges of the Pipe Line Company and will not permit any judgment or tax lien to remain upon the premises hereby mortgaged. Nothing herein contained shall prevent the Pipe Line Company, its successors and assigns, from contesting in good faith the validity of any tax, rate, levy or assessment which may be imposed upon the Pipe Line Company, its successors and assigns, or upon the bonds hereby secured or upon the said property and franchises of the Pipe Line Company, its successors.

In case the Pipe Line Company shall fail to pay any such tax or assessment, or shall suffer any such lien to remain unpaid and unsatisfied, then the said Trustee may pay, satisfy, and discharge the same, but shall not be bound so to do, and the Pipe Line Company shall repay to the Trustee all moneys paid by the Trustee for the discharge and satisfaction of any such taxes, assessments, or liens, as above provided, or which said Trustee shall be reasonably required or compelled to pay to protect or preserve the lien hereof, together with interest on such money at the rate of six (6) per cent, per annum from the dete of the navnents of the same, and the amounts so paid and interest thereon shall be a first lien upon the premises hereby conveyed superior to the lien of the bonds issued hereunder and shall be secured by these presents in like manner as the principal of said bonds.

The Pipe Line Company further agrees, to the extent that the property of natural gas companies is usually insured, to cause its buildings, machinery, and other property provided for use in connection with its plants and business, of the character usually insured by natural gas companies, to be insured against loss by fire, and to replace said property

Water Billion Aby Mill

46.01 3