

gage or deed of trust.

(Replacing
(lost or
(Destroyed.
(Bonds.

5. In case any of the bonds issued hereunder, with coupons thereto appertaining, shall become mutilated or be lost or destroyed, the Company may issue new bonds of like tenor and date, bearing the same serial numbers, and the officers of the Company for the time being may sign, and the Trustee shall certify the same for delivery in exchange for, and upon cancellation of the bonds so mutilated, or in lieu of the bonds so lost or destroyed, upon receipt by the Trustee of evidence satisfactory to it that such bonds were lost or destroyed, and upon receipt also of satisfactory indemnity.

Covenants of the Company.

6. The Company in consideration of the premises hereby covenants and agrees to and with the Trustee as follows:

(Payment

(a) That the Company will pay the principal and interest of the bonds hereby secured according to the terms and tenor thereof.

(Company to

(b) That the Company will pay all lawful taxes and assessments upon the property hereby mortgaged at any time legally levied and assessed thereon, and in case it shall not pay such taxes and assessments immediately whenever requested in writing by the Trustee so to do, or if it shall suffer any part of said premises or property to be sold for the non-payment of taxes, such failure or neglect shall be deemed a default within the meaning of this indenture; provided, however, if the said Company shall in good faith deem said taxes and assessments unreasonable or unjust it shall have the right to contest the legality of such taxes or assessments levied as aforesaid before the courts and during the time the legality of such taxes or assessments is being contested as aforesaid no default shall be deemed to have occurred within the meaning of this indenture.

(pay taxes.

(c) That the Company will suffer no Mechanics, statutory or laborer's liens

(Liens.

which shall have priority to this mortgage to be created or placed on any portion or part of the property hereby mortgaged, to the end that the priority and lien of and under this mortgage shall at all times be maintained.

(d) That the Company shall and will diligently preserve all the rights and franchises to it granted and upon it conferred and shall and will at all times maintain, preserve and keep the same and the other premises hereby mortgaged

(Company to
(Preserve
(Franchises
(and make
(repairs.

and every part thereof, with the fixtures and appurtenances and every part and parcel thereof in good repair, working order and condition, and shall and will from time to time make all needful and proper repairs, renewals and replacements and useful and proper alterations, additions, betterments and improvements.

(e) That the Company will from time to time and so often as thereunto requested in writing by the Trustee or its successor or successors, execute, acknowledge and deliver all such further deeds and conveyances as are necessary to the better assuring unto the Trustee all subsequently acquired property, estate, franchises and rights of the Company and as may be necessary or advantageous to the Trustee to facilitate the execution of said trust or to further secure the rights and remedies of the holders of said bonds.

(Further
(Assurance

(f) That the proceeds of said bonds shall at all times be faithfully applied to the purposes and uses herein specified and to no other uses or purposes

(Use of
(proceeds.