

MORTGAGE RECORD 75

Company, accompanied by a Directors' Resolution authorizing such application, from time to time in respect of refunding under section 2 and/or in respect of Additional Property under section 3, of this Article, in lieu of and in amounts equal to the principal amount of Bonds which would otherwise be issuable under the provisions of said section 2 and/or section 3, but only subject to the provisions of sections 5 and 6 of this Article and only under the conditions, and when there shall have been filed with the Trustee the proofs and authorizations, conforming to the provisions hereof and evidencing compliance therewith, specified, as regards such Additional Property, those specified in subdivisions A (except in so far as the provisions of said subdivision A relate to Net Earnings), C, D, E and G (except in so far as the provisions of said subdivision G were complied with at the time of depositing the cash being withdrawn) of section 3 of this Article.

Section 5. The Matters required by any of the provisions of this Article to be dealt with by any Directors' Resolution, Officers' Certificate, Accountant's Certificate, Engineer's Certificate or Opinion of Counsel may be covered by two or more such resolutions, certificates or opinions, as the case may be, which shall be considered together, and the same officer or officers of the Company or the same engineer, accountant, counsel or other person or persons, as the case may be, need not certify to all the matters required to be certified by such person or persons under the provisions hereof. The Company shall always be at liberty to file with the Trustee resolutions, certificates or opinions additional to those originally filed in respect of any Additional Property for the purpose of evidencing subsequent changes in respect thereof or in respect of the availability thereof as a basis for the issue of Bonds or the withdrawal of money, or the release of property, as the case may be.

All resolutions specified in this Article shall be adopted and delivered to the Trustee, and all certificates and opinions specified in this Article (except in respect of the Cost and of the Fair Value at the time of acquisition of any Additional Property) shall be executed and delivered to the Trustee, in each case within ninety (90) days of the date of filing, as herein provided, with the Trustee, of the application for the certification and delivery of Bonds or the withdrawal of money or the release of property, as the case may be; and such certificates and opinions shall each refer to this Indenture and shall recite that all statements made therein are true with reference to all pertinent definitions and uses of terms herein.

Section 6. At any time when the Trustee has notice as herein provided that the Company, is in default under any provision hereof, during the period of grace, if any, specified in Article V hereof with respect to such default, and/or at any time when the Trustee has notice as herein provided that any default exists in respect of any of the Underlying Obligations or any Underlying Indenture, the Trustee may in its discretion either certify and deliver or refuse to certify and deliver Bonds under this Article, and in either case shall be without liability. At any time when the Trustee has notice as herein provided that the Company is in default under any provision hereof, such default shall not be cured or waived as herein provided, the Trustee shall not certify or deliver any Bonds under this Article, except for refunding under the provisions of section 2 hereof, and then only if, on such refunding, the default would, in the opinion of the Trustee be cured.

Before certifying and delivering any Bonds pursuant to any of the provisions of this Article, the Trustee in its discretion may cause to be made such independent investigation or secure such further evidence, as it may see fit. The expense thereof shall be borne by the Company and, if paid by the Trustee, shall be repaid by the Company upon demand. The Trustee shall in no case be bound to make such investigation or secure such evidence unless specifically requested in writing in any particular case by holders of not less than fifteen per cent (15%) in principal amount of all Bonds at the time outstanding hereunder and furnished with funds, security and indemnity satisfactory to the Trustee.

ARTICLE IV PARTICULAR COVENANTS OF THE COMPANY

The Company covenants and agrees, in particular, but without limiting other covenants and provisions hereof, as hereinafter in this Article set forth, namely:

Section 1. The Company will duly and punctually pay or cause to be paid the principal of and interest on each of the Bonds at the dates and places and in the manner mentioned in the Bonds, in the coupons and herein, according to the true intent and meaning thereof and hereof. The interest on the coupon Bonds on and before the maturity of the principal shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and such coupons, when paid shall forthwith be canceled and, upon its written demand, delivered to the Company. In order to prevent any accumulation of coupons or claims for their interest after their respective maturities, the Company will not, directly or indirectly extend or assent to the extension of the time for the payment of any coupon or claim for interest and will not, directly or indirectly be a party to or approve any such extension by purchasing or funding such coupons or claims for interest, or in any other manner.

The Company, at least one (1) day prior to each date on which an installment of interest on or the principal of any of the Bonds of any series becomes due, will deposit or cause to be deposited with the Trustee, and/or the paying agent or paying agents designated in the Bonds of each series, respectively, the entire amount necessary to pay all the Bonds and coupons due on such date other than such, if any, as are then delivered to the Trustee canceled or for cancellation; and each such deposit on account of interest and principal, subject to the provisions of subsection H of section 1 of Article VII hereof, shall be held by the Trustee as a special deposit for the account of the holder or holders of the Bonds and coupons due on such interest date.

Section 2. The Company will pay the interest upon each Bond of Series A without deduction therefrom for any income tax (not exceeding two per cent such interest) which the Company or the Trustee may be required or permitted to pay thereon, or to retain therefrom, under any present or future law of the United States of America, and the Company covenants and agrees to pay such tax. The Company further, in the manner and on the conditions set forth in section 9 of Article II hereof, will reimburse the bearer (or, in case of registration otherwise than to bearer, the registered owner) of each Bond of Series A for taxes imposed upon and paid by such bearer or registered owner, under any present or future applicable law, as follows: (a) for any federal income tax in respect of the interest from such Bond of Series A to an amount which, when added to any amount of such federal income tax paid by the Company or the Trustee pursuant to the foregoing provisions of this paragraph, shall not exceed two per cent (2%) of such interest; (b) for any income tax imposed by the Commonwealth of Massachusetts to an amount not exceeding six per cent (6%) of such interest; and (c) for any personal property tax, so imposed by and paid to the State of Pennsylvania the State of Connecticut, the State of Kansas or the State of Maryland, upon such Bond of Series A or upon such bearer or registered owner as a resident of either of said States because of his ownership of such Bond of Series A or his receipt of interest thereon, to an amount not exceeding four (4) mills in the cases of Pennsylvania and Connecticut, four and one half (4½) mills in the case of the State of Maryland, and five (5) mills in the case of the State of Kansas, per annum on each dollar of the taxable value of such Bond of Series A; provided, however, that any tax or part thereof paid to any county, municipality or other taxing authority in either of said States shall be treated for the purpose of this section as so paid to said respective States: that reimbursement will not be made for taxes paid to more than one state jurisdiction in respect of or measured by the receipt of interest from, or the existence or ownership of, any Bond of Series A during any one year, or for any penalty or interest on the tax paid; and that reimbursement will be made only upon written demand therefor upon the Trustee within sixty (60) days from the payment of the tax, or an installment thereof, pursuant to the provisions of section 9 or Article II