

## MORTGAGE RECORD 83

in respect of each Bond hereby secured. The interest accrued up to the date of maturity on Bonds shall be payable only upon presentation and surrender of the several coupons as they respectively mature. When paid, such coupons shall forthwith be cancelled by the corporate Trustee, or delivered by it upon written order of any officer of the Company.

SECTION 40. The Company will not directly or indirectly extend, or assent to the extension of the time for payment of, any coupon or claim for interest upon any Bond issued hereunder, and it will not, directly or indirectly, take part in any arrangement therefor by purchasing or refunding said coupons or claims or in any other manner. Neither any such coupon or claim, so extended, nor any coupon or claim for interest belonging to any Bond which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it belongs, shall be entitled, in case of default hereunder, to the benefit or security of this Indenture, until the prior payment in full of the principal of all Bonds issued hereunder and outstanding and of all such coupons and claims not so transferred or pledged or extended, the intention hereof being to prevent any accumulation of coupons after maturity thereof; provided, however, that the corporate Trustee shall not be liable or responsible for paying any such coupon or claim if it does so without knowledge of a violation of the provisions of this Section 40 on the part of the Company.

SECTION 41. At all times, until the payment of all the Bonds both principal and interest, the Company will maintain an office or agency in the Borough of Manhattan, The City of New York, where the Bonds and coupons may be presented for payment, and notices and demands in respect of the Bonds and coupons or this Indenture may be served upon the Company. The Company will from time to time give the corporate Trustee written notice of the location of such office or agency, and in case the Company shall fail to maintain such office or agency or to give the corporate Trustee written notice of the location thereof, any such presentation, notice or demand in respect of the Bonds or coupons or this Indenture may be made or given, unless other provision is expressly made herein, to or upon the corporate Trustee, at its principal office, and the Company hereby authorizes any such presentation and demand to be made to, and any such notice to be served on, the corporate Trustee, at its said principal office, in such event.

SECTION 42. That, except as to that part of the mortgaged property which may hereafter be acquired by it, the Company has valid legal title to, and is possessed of, the premises, property and rights herein conveyed, or intended so to be, and has full power and lawful authority to grant, bargain and sell, and to convey, mortgage and pledge the same, as provided in and by this Indenture; and that the same are free and clear of all liens and encumbrances, except taxes or assessments not delinquent, and except as otherwise herein provided; and that it forever will warrant and defend the title to the same to the Trustees against the claims of all persons whomsoever, except as hereinbefore specifically otherwise stated.

SECTION 43. This Indenture is, and always will be kept, a direct lien upon the premises and property conveyed by the Granting Clauses hereof, except as otherwise herein provided, and subject only to such liens as are permitted by this Indenture; and, except as otherwise herein expressly permitted, the Company will not create or suffer to be created any debt, lien or charge which would constitute a lien prior to or upon a parity with the lien of this Indenture upon the trust estate or any part thereof; and the Company will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property, and all covenants, terms and conditions upon or under which any of the mortgaged property is held, and will from time to time pay or cause to be paid all taxes and assessments lawfully levied or assessed upon the trust estate or upon any part thereof or upon any income therefrom, when the same shall become lawfully due and payable, and also all taxes and assessments lawfully levied or assessed upon the lien or interest of the Trustees or of the Bondholders in respect of the mortgaged property, so that the lien of this Indenture shall at all times be wholly preserved at the cost of the Company and without expense to the Trustees or the Bondholders; and the Company will not suffer any mechanics', laborers', statutory or other similar liens to remain upon the mortgaged property or any part thereof, the lien whereof might or could be held to be prior to or on a parity with the lien of this Indenture, and the Company will not suffer any other matter or thing whatsoever whereby the lien hereby created might be impaired; provided, however, that the Company shall have the right to contest, in good faith, by legal proceedings any such taxes, assessments or liens, and pending such contest may delay or defer the payment thereof, unless thereby the property affected will be forfeited.

SECTION 44. The Company will not, except as herein permitted, do or suffer any act or thing whereby the trust estate might or could be impaired, and it will at all times maintain, preserve and keep the mortgaged property and every part thereof, in good condition, repair and working order. The Company will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments and improvements of and to the mortgaged property, so that the operations and business thereof and every part thereof shall at all times be conducted properly and advantageously; and whenever any portion of the mortgaged property shall have been worn-out or destroyed or shall have become obsolete, inefficient or otherwise unfit for use, the Company will procure substitutes of at least equal value and efficiency, so that at all times the value and efficiency of the mortgaged property shall be fully maintained. The Company will at all times set aside proper and adequate depreciation reserves and will in respect thereof comply with all requirements and rules and regulations of all governmental authorities having jurisdiction in the premises.

Nothing herein contained shall be held to prevent the Company from discontinuing the operation of any of its plants, works or properties, if, in the judgment of the Board of Directors of the Company, it is no longer advisable and profitable to operate the same, or if the Company intends to sell or dispose of the same and within a reasonable time shall endeavor to effectuate such sale; nor shall anything herein contained be construed to prevent the Company from taking such action with respect to the use of its plants, works and properties as is proper under the circumstances, including the cessation or omission to exercise any rights, permits, licenses, privileges or franchises which, in the judgment of the Board of Directors of the Company, can no longer be profitably exercised or availed of.

SECTION 45. The Company will pay or cause to be paid all indebtedness secured by any refundable lien and will perform or cause to be performed all the terms, covenants and conditions to be performed by the mortgagor contained in the instruments creating any such lien, to such an extent as shall be necessary to prevent the security afforded by this Indenture from becoming materially impaired, and it will not permit any default under any such lien to occur and continue for the period of grace, if any, specified therein, if thereby the security afforded by this Indenture will be materially impaired; provided that no failure of the Company to pay any indebtedness secured by, or to observe or perform any provision of, any refundable lien shall constitute or shall be deemed to be or to become a default under any provision of this Indenture if the Company shall have given written notice to the corporate Trustee of its intention not so to pay or so to observe or perform, stating the facts with respect to such non-payment or non-observance, and shall file with the corporate Trustee a certificate of the Company and a concurring opinion of counsel, each stating that, in the Signers' opinion, failure to do so would not be determined to the best interests of the Bondholders hereunder.

SECTION 46. The Company will, immediately upon the acquisition thereof, deposit with the corporate Trustee under Article Six hereof all refundable bonds at any time hereafter acquired by the Company. The Company shall have the right to increase the amount of the outstanding issue of bonds, or to issue