

or presented for payment, which are appurtenant to the Bonds the holders of which are entitled then to receive payment of such installment of interest, upon surrender of such coupons, or upon presentation for notation of such payment thereon in case of temporary bearer Bonds without coupons, or upon demand in the case of registered Bonds without coupons.

Any moneys which at any time shall be deposited by the Company or on its behalf with the Trustee or any other depository for the purpose of paying any of the Bonds which shall have become due and payable, whether at maturity thereof or upon call for redemption, or for the purpose of paying any matured coupons or claims for interest appertaining to any of the Bonds, shall be and are hereby assigned, transferred and set over to such depository, to be held in a special account and in trust for the respective holders of the Bonds or coupons or claims for interest for the purpose of paying which said moneys shall have been deposited. Any interest accruing on such moneys during the period the same shall remain on deposit shall belong to the Company and shall be paid to it from time to time upon request of the Treasurer or an Assistant Treasurer of the Company. Any moneys so deposited which shall not be required for the purposes for which such deposit was made shall be repaid to the Company upon written request of its Treasurer or one of its Assistant Treasurers; and any such moneys remaining unclaimed by the holders of such Bonds or coupons or claims for interest, for five (5) years after the date the same shall have become payable, shall be paid by the Trustee or such other depository to the Company, upon the written order of its Treasurer or one of its Assistant Treasurers, and the holder of such Bonds or coupons or claims for interest shall thereafter be entitled to look only to the Company for the pay-

ment thereof; provided that the Trustee or such other depository, before being required to make such payment to the Company, may at the expense of the Company, cause notice that said moneys have not been so called for and that after a date named therein they will be returned to the Company, to be published once a week for three (3) successive calendar weeks in a newspaper printed in the English language and published daily (except Sundays and holidays) and of general circulation in the city or in one such newspaper in each of the cities where such Bonds or coupons or claims for interest are payable.

§ 5.02. That, if it shall appoint a paying agent other than the Trustee, it will cause such paying agent to execute and deliver to the Trustee an instrument in which it shall agree with the Trustee, subject to the provisions of the last paragraph of this Section, (1) that such paying agent shall hold in trust for the benefit of the bondholders or the Trustee all sums held by such paying agent for the payment of the principal of or interest on the Bonds (and premium, if any); and (2) that such paying agent shall give the Trustee notice of any default by the Company in the making of any deposit with it and also of the payment of the principal of or interest on the Bonds (and premium, if any) and of any default in the making of any such payment.

The Company covenants that, if the Company acts as its own paying agent, it will, on or before each due date of each installment of principal or interest on the Bonds, set aside and segregate and hold in trust for the benefit of the bondholders or the Trustee a sum sufficient to pay such principal (and premium, if any) or interest so becoming due on the Bonds and will notify the Trustee of such action.

Anything in this Section to the contrary notwithstanding, the Company may at any time, for the purpose of

obtaining a release or satisfaction of this Indenture or for any other reason, pay or cause to be paid to the Trustee all sums held in trust as required by this § 5.02 upon the trusts herein contained.

Anything in this Indenture to the contrary notwithstanding the agreement to hold sums in trust as provided in this § 5.02 is subject to the provisions of § 5.01.

§ 5.03. That except as to that part of the mortgaged property which may hereafter be acquired by it, and except as to property in which only the right, title and interest of the Company is purported to be conveyed hereby, and subject, as hereinafter in § 5.04 permitted, to permitted liens, the Company is lawfully possessed of the premises, property and rights herein conveyed or intended so to be and has good right, full power and lawful authority to grant, bargain and sell, and to convey, mortgage and pledge, the same in the manner and form herein done or intended, and that, except as aforesaid, it has and, subject to the provisions hereof, will preserve, good and indefeasible title to all the mortgaged property and will warrant and forever defend the same to the Trustee against the claims of all persons whomsoever except as hereinbefore specifically otherwise stated.

§ 5.04. That there are not now outstanding and that the Company will not (except as permitted by the provisions of § 5.05) at any time create or allow to accrue or exist any liens prior to or on a parity with the lien of this Indenture upon the mortgaged property, or any part thereof, other than permitted liens as defined in § 1.01 (t) and except such liens or encumbrances on any mortgaged property hereafter acquired by the Company as may exist at the date of the acquisition by the Company of such after acquired property; provided, however, that such liens and

encumbrances shall never exceed, in principal amount of indebtedness evidenced or secured thereby, an amount equal to fifteen per cent (15%) of the principal amount of all Bonds of all series outstanding hereunder.

Further, that except as provided in § 5.05, it will not suffer or permit the issue under any prior lien of any prior lien debt in addition to the prior lien debt outstanding under such lien at the time of the acquisition by the Company of the property subject to such lien, except (a) in substitution for mutilated, lost or destroyed evidences of such debt and/or (b) upon exchanges of one form and/or one denomination thereof for other forms and/or other denominations thereof, unless all such additional prior lien debt shall forthwith be acquired by the Company and pledged hereunder, and except that, in cases where the holders of such debt have a right to require such exchange and conversion, (c) additional debt may be issued under a prior lien not established as refundable debt for the purpose of exchange and conversion par for par for prior lien debt issued under any other prior lien, whether or not established as refundable debt, and (d) additional debt may be issued under a refundable lien for the purpose of exchange and conversion par for par for refundable debt issued under the same or any other refundable lien. Additional debt issued as permitted by clause (d) shall constitute refundable debt.

Further, that it will cause any prior lien debt pledged under any prior lien which will be released from such lien either to be cancelled (and the Trustee furnished with evidence satisfactory to it of such cancellation), or to be pledged with the Trustee hereunder, unless required to be pledged or deposited under some other prior lien under such conditions that the same shall cease to be outstanding as defined in § 1.01 (v).