ARTICLE VII[4]

General Covenants

The Company covenants as follows:

Section 1. The Company will duly and punctually pay or cause to be paid the principal of, premium if any, and interest on the Bonds at the times and at the place or places and in the manner and to the extent specified therein and in the coupons.

Section 2. The Company will maintain in the City of Chicago, State of Illinois, an office or agency where payment of the principal of, premium if any, and interest on Bonds may be made, where notices, presentations and demands to or upon the Company in respect of Bonds or coupons or in respect of the Mortgage may be given or made and where Bonds may be registered, transferred and exchanged. The Company will also maintain a similar office or agency in each other city where the principal of or interest on any of the Bonds is payable, as provided in Article II. The Company will give to the Corporate Trustee notice of the location of all such offices or agencies and of any change of location thereof. In case the Company shall fail to maintain any such office or agency or shall fail to give notice of the location or of any change in the location thereof, notices, presentations and demands may be given or made at the principal office of the Corporate Trustee.

If the Company shall appoint a paying agent other than the Corporate Trustee, it will cause such paying agent to execute and deliver to the Corporate Trustee an instrument in which such agent shall agree with the Corporate Trustee, subject to the provisions of this Section 2:

> (a) that it will hold all sums held by it as such agent for the payment of the principal of, premium if any, or interest on any of the Bonds (whether such sums have

> been paid to it by or on behalf of the Company) in trust for the benefit of the holders of such Bonds or the coupons for such interest, as the case may be; and
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> (b) that it will give to the Corporate Trustee notice of any failure by the Company to make any payment of the principal of, premium if any, or interest on such Bonds when the same shall be due and payable which shall come to its notice or knowledge as such paying agent.

If the Company shall act as its own paying agent in respect of the Bonds of any series, it will, on or before each due date of the principal of, premium if any, or interest on such Bonds, set aside, segregate and hold in trust for the benefit of the holders of such Bonds or the appurtenant coupons, as the case may be, a sum sufficient to pay such principal, premium and interest so becoming due and will notify the Corporate Trustee of any failure to take such action.

The Company may, at any time, for the purpose of obtaining a release or satisfaction of the Mortgage or for any other reason, pay or cause to be paid to the Corporate Trustee all sums held in trust by it or by any paying agent pursuant to this Section 2, such sums thereafter to be held by the Corporate Trustee upon the same trusts as in this Section 2 provided.

The agreement to hold sums in trust as provided in this Section 2 is subject to the provisions of Section 4 of Article XVI.

Section 3. The Company will execute and deliver, or will cause to be executed and delivered, all such further deeds, mortgages, assignments and transfers as may be required for the better mortgaging, assigning and confirming to the Trustees of the property hereby mortgaged, conveyed or assigned, or intended so to be, or which the Company may hereafter become bound to convey or assign to the Trustees.