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Moneys deposited with the Corporate Trustee for the payment of bonds and coupons under the provisions of this Article, shall be held by the Corporate Trustee as a special trust fund for the account of the holders of such bonds and coupons, and shall be applied by the Corporate Trustee to the payment of such bonds and coupons upon the presentation and surrender thereof. Any such deposit shall discharge the liability of the Company on the bonds and coupons to pay which such deposit shall be made, and thereafter such bonds and coupons shall not be entitled to any benefits of or under this mortgage except with respect to the deposit so made.

ARTICLE FIVE.

SECOND 1. The Company covenants and agrees that it will duly and punctually pay, or cause to be paid at the office of The New York Trust Company in the City of New York, New York, the principal of any and every bond issued hereunder and secured hereby, and the interest accruing thereon, according to the true intent and meaning thereof, and that, so far as may be lawful, the interest thereon shall be paid without deduction for any Federal tax or taxes upon the income of the holder thereof (except such portion of any Federal income tax with respect to income derived from such interest as shall be in excess of two per centum of such interest) which the Company or its successors or assigns or the Corporate Trustee hereunder or any one acting on behalf of them or any of them may be required or permitted to pay or deduct from such interest under or by reason of the present or any future law of the United States; and the Company hereby covenants and agrees to pay any and all such taxes and charges with the exception above noted. When and as paid, all coupons pertaining to any bond issued hereunder shall be cancelled.

SECTION 2. The Company further covenants and agrees that it will pay all ground rents, taxes, assessments and governmental charges of every kind which may be lawfully charged or imposed upon the property hereby mortgaged or pledged, or upon any part thereof, or upon the income and profits thereof, the lien of which might or could be held to be prior to the lien hereof, so that the priority of the lien of this mortgage shall at all times be fully preserved as against such liens, and the Company also covenants and agrees that it will not create or allow to accrue or exist, any lien or charge upon any part of the mortgaged property superior to the lien hereof, and that it will not commit nor suffer any waste of any of the property hereby mortgaged, and that within six months after the same shall accrue it will pay or cause to be discharged, or will make adequate provision for the satisfaction or discharge of all lawful claims and demands of mechanics, laborers and others entitled to liens under mechanics' lien statutes, which, if unpaid, might, by law, be given precedence of this mortgage as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; provided, however, that nothing contained in this Section shall require the Company to pay any tax, assessment, governmental charge or other lien or claim against the mortgaged property so long as the Company shall, in good faith and by appropriate legal proceedings contest the validity thereof.

SECTION 3. The Company further covenants and agrees that while it remains in possession of the property hereby mortgaged, it will keep itself at all times supplied with all necessary equipment and apparatus for the efficient conduct of its business, and it will keep the property hereby mortgaged and every part thereof and the appurtenances thereto in first class repair, working order and condition, and, further, it will from time to time in using and operating its equipment, apparatus and other property make all needed repairs and replacements so that its business at all times may be conducted with maximum efficiency and the value of its equipment, apparatus and other property at all times may be undiminished; the Company will diligently preserve all the rights now or