

imposed and paid in addition to the amount of said tax as originally assessed.

SECTION 4. That in order to prevent any accumulation of coupons after maturity, the Company will not directly or indirectly, extend or assent to the extension of the time for payment of any coupon appertaining to any Bond; and the Company will not, directly or indirectly, be a party to or approve any such extension by purchasing or funding said coupons, or in any other manner. In case the time for the payment of any such coupons shall be so extended, whether or not such extension be by, or with the consent of, the Company, such coupons shall not be entitled, in case of default hereunder, to the benefit of the security of this Indenture, except subject to the prior payment in full of the principal and interest of all the Bonds then outstanding, and of all coupons appertaining to such Bonds, the payment of which shall not have been so extended.

SECTION 5. That at all times until the payment of the principal of the bonds, the Company will maintain an office or agency, in the Borough of Manhattan in the City and State of New York, and so long as any Bonds of series "A" are outstanding an office or agency in the City of Chicago in the State of Illinois, where the Bonds and coupons may be presented for payment of interest and where notices or demands in respect of the Bonds and coupons or of this Indenture may be served. From time to time the Company will give notice to the Trustee of the location of any such office or agency which it has covenanted to maintain or 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 thereof or of any change of location thereof, as herein covenanted, presentation and demand may be made and notices may be served at the principal office of the Trustee in the Borough of Manhattan in the City and State of New York, but the Trustee shall be under no liability to the Company or to any other corporation, firm or person in respect of any such presentation, demand or notice. At such office or agency, in the City of New York, the Company will register, transfer and exchange any of the Bonds as by their terms and the terms of this Indenture or any supplemental indenture required.

SECTION 6. That the Company is duly authorized under the laws of the state of Delaware and all other applicable provisions of law to create and issue the Bonds and to execute this Indenture and to mortgage and pledge the property conveyed by it hereunder; that the Subsidiary Mortgagor Companies are duly authorized under the laws of the state of their respective incorporations and all other applicable provisions of law to execute this Indenture and to mortgage and pledge the properties conveyed by them hereunder; that all corporate action on their part for the creation and issue of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of holders in due course thereof are and will be valid and enforceable obligations of the Company in accordance with their terms.

SECTION 7. That they will duly pay and discharge, as the same shall become due and payable, all real estate and personal property taxes, water rates, assessments and governmental and other charges lawfully levied and imposed by the United States of America or by any State, county or municipality upon the mortgaged premises, including the franchises, earnings and business of the Company and of the Subsidiary Mortgagor Companies, as well as all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon the trust estate or any part thereof, the lien of which would be prior to the lien hereof; and that they will not suffer any mechanic's, laborer's, statutory or other lien which might or could be held to be prior to the lien of this Indenture (other than the lien of the Underlying Mortgages and the liens permitted to be created under Section 9 of this Article) to be created or to remain outstanding upon