

or specified in such notice may be redeemed on the date, at the place and in the manner stated in said waiver or notice.

Section 2. On the deposit with the Trustee of the amount necessary so to redeem all outstanding Bonds, together with proof satisfactory to the Trustee that notice has been given as above provided or has been waived as aforesaid, and on payment to the Trustee of all costs, charges and expenses in relation thereto and of all other sums payable hereunder by the Company, the Trustee shall cancel and satisfy this Indenture and convey and transfer or cause to be conveyed and transferred to the Company all of the trust estate. The Trustee shall apply the money so deposited with it to the payment of the Bonds at the principal amount thereof and accrued interest thereon to the day designated for redemption.

Section 3. All Bonds and the coupons attached thereto redeemed hereunder shall be cancelled by the Trustee and, on the written request of the Company, delivered to the Company, and no Bonds shall be issued under this Indenture in substitution or exchange therefor.

ARTICLE FOUR.

PARTICULAR COVENANTS OF THE COMPANY.

Section 1. The Company covenants and agrees duly and punctually to pay the principal of the Bonds secured by this Indenture at any time outstanding and the interest to accrue thereon, at the dates and places and in the manner prescribed in such Bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof. The interest shall be payable only upon presentation and surrender of the coupons therefor as such coupons respectively shall mature or, in the case of temporary Bonds without coupons, upon presentation of such temporary Bonds for appropriate endorsement of such payment thereon. In the event that the Company shall be released or discharged from the payment of any interest, evidence of such release or discharge satisfactory to the Trustee shall be presented to it.

Section 2. The Company covenants and agrees that either it will keep an office or an agency in the Borough of Manhattan in the City of New York, where notices and demands in respect of the Bonds and coupons may be served and by written notice to the Trustee will designate such office or agency, or it will designate by written notice to the Trustee a bank or trust company in said Borough for such purpose. In default of any such office or agency or of such designation, demands may be made and notices may be served at the principal office of the Trustee in said Borough of Manhattan.

Section 3. The Company covenants and agrees that it will (except as otherwise permitted by this Indenture) diligently preserve all the rights and franchises to it granted and upon it conferred, in so far as they shall continue to be advantageous to the Company, and will at all times maintain, preserve and keep its plants, if any, including fixtures and appurtenances, and every part thereof, in good repair, working order and condition and will from time to time make all needful and proper repairs, renewals and replacements. The Company will promptly pay and discharge all taxes, assessments and other governmental charges lawfully levied or imposed upon it or upon the trust estate or any part thereof or upon the income or profits thereof or upon the lien or interest of the Trustee upon or in the trust estate and as well all lawful claims for labor, materials and supplies, which, if unpaid, might ripen into liens upon its property; provided, however, that the Company shall have the right in good faith to contest any such tax, assessment,