

and the Corporation warrants and will forever defend the title thereto and every part thereof for the benefit of the holders for the time being of the bonds against the claims and demands of all persons whomsoever.

COMPARED

SECTION 3. That it 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 hereunder and all corporate action on its part for the creation and issue of the bonds and the execution of this Indenture has been duly and effectively taken; and the bonds in the hands of bearers or registered owners thereof are and will be valid and enforceable obligations of the Corporation in accordance with their terms.

SECTION 4. That in order to prevent any accumulation of coupons after maturity, the Corporation 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 Corporation 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 Corporation, 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 of all the bonds then outstanding, and of all coupons appertaining to such bonds, the payment of which shall not have been so extended, with interest at the rate expressed upon the face of such bonds and coupons.

SECTION 5. That it will not, so long as any of the bonds shall be outstanding, sell or otherwise dispose of any of its real estate, plant, equipment or other property described in the granting clauses hereof or which may hereafter become subject to the lien of this Indenture, or make any lease thereof (unless such lease, right or license be terminable at the election of the Trustees upon entry under this Indenture and the election of the Trustees upon entry under this Indenture and the election of the purchaser of the mortgaged and pledged property at any sale under this Indenture whether pursuant to the power of sale hereinafter granted or pursuant to judicial proceedings) unless such property shall have been duly released from the lien of this Indenture, as hereinafter provided. The Corporation from time to time will punctually observe and perform all of its obligations and will pay and discharge all amounts payable, under or by virtue of any lease of property, the leasehold interest in which is, or shall hereafter become, subject to the lien of this Indenture and will not suffer or permit any default for which any such lease might be terminated, so that the interest of the Corporation in any such leasehold estate may be at all times preserved unimpaired as security for the bonds; provided, however, that nothing contained in this Section shall require the Corporation to make any such payments or to observe all such obligations so long as it shall in good faith contest its liability therefor.

SECTION 6. That, so long as any bonds are outstanding, it will keep an office or agency in the Borough of Manhattan, City and State of New York where bonds and coupons may be presented for payment and where books will be kept for the registration and transfer of bonds issued hereunder which books, at all reasonable times, shall be open for inspection by the Trustees, and that it will keep an office or agency in the City of Chicago, State of Illinois, where coupons may be presented for payment. Notices or demands in respect of the bonds and coupons or of this Indenture may be served at such office or agency in the Borough of Manhattan, City and State of New York. The Corporation will from time to time give the Corporate Trustees written notice of the location of such office or agency, and in case the Corporation shall fail to maintain such office or agency or to give the Corporate Trustees written notice of the location thereof, any such