

jected, to the lien of this Indenture, and it agrees if so required by the Trustees, upon any such purchase or acquisition, forthwith to record this Indenture, or a duplicate thereof, or any further separate and supplemental mortgage or mortgages, as may be required by law, in the proper office or offices of the county or counties or other recording districts in which such real estate is situate. It further agrees that, if required by the Trustees and if the laws of any State in which any portion of the personal property hereby mortgaged or intended so to be mortgaged is situated now or hereafter, require the filing, or re-filing, recording or re-cording, or renewal of this mortgage as a chattel mortgage or of any further separate or supplemental mortgage or mortgages, or the taking of any other steps to preserve or secure the lien hereof on such personal property, which it may hereafter acquire, it will faithfully and at all times comply with each and every such law. And it further agrees that it will, if required by the Trustees given written notice to the Trustees of the purchase or acquisition by it hereafter of trade-marks, copyrights, patents, patent rights, or letters patent, and that it will, if required by the Trustees, from time to time file or refile, record or re-record this Indenture, or a duplicate thereof, or a due assignment to the Trustees in the Patent Office or other proper office of the United States or of any other country registering such trade-marks, or issuing such copyrights or letters patent, so that the lien hereof on such trade-marks, copyrights, patents, patent rights and letters patent, as well as on such as are now owned or controlled by it, shall be duly protected and preserved.

SECTION 12. That it will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, and to make subject to the lien thereof any property hereafter acquired and intended to be covered hereby, and to transfer to any new trustee or trustees the estate, powers, instruments or funds held in trust hereunder.

SECTION 13. That proper books of record and account will be kept, in which full, true and correct entries will be made, of all dealings or transactions of, or in relation to, the plants, properties, business and affairs of the Corporation, and that all books, documents and vouchers relating to the plants, properties, business and affairs of the Corporation shall at all reasonable times be open to the inspection of such accountant or other agent, acceptable to the Corporation, as the Corporate Trustee may from time to time designate, and that the Corporation will bear all expenses of any such inspection; that the corporation will file with the corporate Trustee and the Bankers all such instruments as they, or either of them, may reasonably request respecting the financial affairs, assets, liabilities, earnings and expenses of the Corporation; and within four months after the close of each fiscal year the Corporation will file with the corporate Trustee and the bankers a complete audit of the books and accounts of the Corporation, made by a competent certified public accountant or firm of accountants, approved by the Corporate Trustee, showing, among other things, the condition of the Corporation at the close of such fiscal year and the earnings, expenses and interest charges of the Corporation for such fiscal year.

SECTION 14. That it will not go into voluntary bankruptcy or insolvency, or apply for or consent to the appointment of a receiver of itself or of its property, or make any general assignment for the benefit of its creditors, or admit in writing its general inability to pay its debts as they become due, or voluntarily take any action for the winding up or liquidation of its business and affairs or a substantial part thereof, or suffer any order for the appointment of a receiver of itself or of its property, or adjudicating it to be bankrupt or insolvent, or providing for the winding up or liquidation of its business or affairs or of a substantial part thereof to be made and remain undeviated for a period of sixty (60) days.