

bondholders; that the Company will not at any time commit or suffer to be committed wate upon its properties; all in order that at all times the value of the security for the bonds issued hereunder and the efficiency of the plants and property hereinbefore mentioned shall be fully preserved and maintained.

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SECTION 7. That it will neither declare nor pay any dividends on any of its capital stock while it is in default hereunder nor if not in default unless it retains after declaring such dividend cash or its equivalent in readily marketable securities sufficient to meet for the next ensuing year the Mortgage requirements with respect to the sinking fund, taxes, liens and other expenditures provided for herein.

SECTION 8. That the Company and every person having or claiming any estate, right, title or interest in or to the Trust Estate or any part thereof, will at all times do and execute every such deed, act, assurance and things as the Trustee may reasonably require, or as shall be necessary for further and more perfectly assuring to, and to the use of, the Trustee and Co-Trustee and upon the trusts and for the purposes herein expressed, all and every part of the Trust Estate, and for effectually vesting in the Trustee and Co-Trustee upon the trusts and for the purposes aforesaid, all property, rights and franchises conveyed hereby or intended so to be. And, that until all the Trust Estate, including all parts thereof that shall be hereafter acquired by the Company, shall have been so vested in the Trustee and Co-Trustee the Company shall hold the Trust Estate, or such parts thereof as shall not have been so vested in the Trustee and Co-Trustee in trust for assuring the same to the Trustee and Co-Trustee as aforesaid, and, subject thereto, shall hold the same upon the trusts herein declared as if the same had been so vested and assured.

SECTION 9. That it will cause this Mortgage, and all mortgages and instrument which may be supplemental hereto, to be kept and recorded as mortgages both of real estate and of personal property, in such manner and in such places as may be required by law, in order to fully preserve and protect the security of the bondholders and all rights of the Trustee and Co-Trustee. That the Company will pay and discharge any and all taxes, imposts and charges for or in connection with the issuing, recording and registering of this Mortgage that may be lawfully imposed or required.

SECTION 10. That proper books of record and account will be kept by it, in which according to standard methods of accounting and bookkeeping, 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 Company, and that it will furnish to the Trustee and to the Bankers and each of them:

(a) A monthly statement verified by the president and secretary showing in full detail the earnings, expenses and operations of the Company;

(b) From time to time such data as to its plants, properties and equipment as the Trustee or either of the Bankers for the time being shall reasonably require;

(c) Not later than seventy-five (75) days after the close of the fiscal year full audits and reports of its books made by certified public accountants satisfactory to the Trustee covering the operations of the Company for the preceding fiscal year and showing, among other things, the balance sheet of the earnings, profits and expenses of the Company during said period and in such detail as the Trustee may require the assets, liability, capital stock, outstanding and or subscribed, and such other data as the Trustee may require.

That at any and all times upon the request of the Trustee and the Bankers, or either of them, it will (a) permit them or either of them by clerks, agents or auditors for that purpose duly authorized to inspect the plants and properties as well as the books, accounts, papers, documents and memoranda of the Company and to take therefrom such extracts as may be deemed expedient; (b) furnish them or either of them a detailed statement of any construct-