

holder of said bonds for any amount, not exceeding Four mills per dollar per annum, which such bondholder shall have paid for taxes (other than succession or inheritance taxes) assessed or imposed by the Commonwealth of Pennsylvania (but not by any county or other political subdivision thereof).

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Reimbursement for any such taxes shall only be made upon written request to the Trustee, at its office in the City of Grand Rapids, Michigan, for such reimbursement by any bondholder, which request shall be made within sixty days from the date of the payment of any such taxes, and shall be accompanied by an affidavit made by such bondholder. Such affidavit shall state the numbers of said bonds, the fact of ownership when such taxes were imposed, and that such taxes were assessed upon and paid by the holder owning said bonds, as a resident of such Commonwealth.

The Corporation shall not be liable to reimburse any bondholder for any such taxes referred to in the preceding provisions of this Section 14 unless such request as is prescribed herein be made within the period named, and it shall in no event be liable to reimburse any bondholder for any interest or penalty assessed upon or paid by him in addition to the amount of said taxes as originally assessed. Upon receipt of any such request for reimbursement, the said Trustee shall with reasonable promptness transmit the same to the Corporation and the Corporation shall promptly pay to each bondholder making such request (whether such request be made to the Corporation or said Trustee) a sum sufficient to reimburse such payment of taxes as herein provided.

SECTION 15. The Corporation covenants that it will punctually pay or cause to be paid all charges, assessments, levies and liens which may from time to time be legally imposed, assessed or levied upon the property hereby conveyed, including liens of mechanics, material men and other liens arising out of the construction of buildings or other improvements upon said premises and which otherwise might be held superior to the lien of these presents; it being the intention that the priority of these presents shall at all times be fully maintained and preserved. In case of failure of the Corporation to punctually perform its obligations under this section, the Trustees may (but are not obliged to) pay and discharge such obligations and claims of lien against the Corporation or against said premises, buildings or appurtenances; and the amount so paid shall thereupon become an obligation of the Corporation to the Trustees, with interest from the date of payment at the rate of Six and one-half per cent ($6\frac{1}{2}\%$) per annum, payable upon demand, and secured under and by this Indenture.

SECTION 16. The Corporation hereby warrants that it is lawfully seized and possessed of all of the above described premises and property, subject to the reservations and exceptions enumerated, in fee simple; and that it has good right and lawful authority to sell, assign, transfer, convey and mortgage the same; that said property and premises are free and clear from all encumbrances and charges whatsoever, except as herein otherwise provided, and that it will warrant and defend the same to the said Trustees for the benefit of the holders of the bonds issued hereunder against all lawful claims and demands of all persons whomsoever. The Corporation covenants that it will not create or suffer to be created nor allow to accrue or to exist any lien or charge having priority to or preference over the lien of this Indenture upon said mortgaged property or any part thereof, or upon any rent or income therefrom; PROVIDED, HOWEVER, that nothing in this or the preceding section shall require the Corporation to pay or discharge or to cause to be paid or discharged any such prior lien or charge so long as the validity thereof shall be contested in in good faith and by appropriate legal proceedings.

SECTION. 17. The Corporation agrees that it will diligently preserve its