

THIRD. All of the said bonds shall be at once certified by the Trustee and immediately thereafter shall be re-delivered by it to the Treasurer of the Company, and the receipt of the Treasurer therefor shall be a full and complete protection to and discharge of the Trustee for its certification of that number of bonds. And such certification and re-delivery of the said bonds shall be made and done by the Trustee without regard to the fact of whether this indenture has been recorded or not, or filed or not. It being no part of the duty of the Trustee to record or file this indenture or to withhold the certification and re-delivery of the said bonds until such recording and filing.

FOURTH. The Company covenants and agrees that it shall and will duly, promptly and punctually pay the principal and interest of every bond issued and secured hereunder at the dates and places and in the manner mentioned in the said bonds or the coupons thereto belonging, and according to the true intent and meaning thereof and hereof without deduction from either principal or interest of any tax or taxes imposed by the United States or by any state, county or municipality which the Company may be required to pay thereon or to retain therefrom under or by reason of any present or future law. The interest on the bonds shall be payable only upon presentation and surrender of the several coupons for such interest thereto attached as they respectively mature, and when paid such coupons shall, after cancellation, be forthwith delivered to the Company. The payment of all bonds and interest coupons shall be made when presented at the office of The Colonial Trust Company in the city of Pittsburgh, Pennsylvania.

FIFTH. The Company covenants and agrees that from time to time it shall and will promptly, as and when due, pay and discharge all taxes, assessments, imposts and governmental charges lawfully imposed upon the property, stocks, bonds and securities which are or may be subject to or bound by this indenture, or upon any part thereof, or upon the income and profits thereof, so that the lien and priority of this indenture (except as subsequent to the said mortgage heretofore given by the Company to the Trustee, under date of April, 1, 1905, and which has been hereinbefore mentioned and referred to) shall be fully preserved in respect to such property, stocks, bonds and other securities; provided, however, that the Company shall have the right to contest by legal proceedings the imposition of any such tax, assessment, impost or governmental charge and pending such contest may delay or deter the payment thereof; but it shall not, by reason of any such contest, delay the payment of the principal of or any interest on the said bonds.

SIXTH. The Company ^{Covenants} and agrees that from time to time, on written demand of the Trustee or its successors it shall and will promptly make, do, execute, acknowledge and deliver all such other and further assignments, deeds, acts, conveyances and assurances in law, which may be reasonably advised by the counsel for the said Trustee, as devised or required for effecting the intention of these presents or for the better assuring or confirming unto the said Trustee, or its successors in the trust hereby created, upon the trusts and for the purposes herein expressed, all and singular the property hereby assigned and transferred to the Trustee or intended so to be.