

any of its rights hereunder, from time to time in its discretion may advance the funds necessary to make such payment and shall have, and forthwith may assert, a lien to secure any such advances, together with interest thereon, upon the Trust Estate prior in rank to the Bonds and coupons. The Trustee shall be under no obligation to make any such payment unless furnished in advance with the necessary funds.

§ 5.13. Subject to the provisions of Articles Six and Eleven hereof, to the extent needful and proper for the efficient and economical operation of its properties, each of the Companies will diligently preserve all of the rights and franchises granted to or conferred upon such Company and will maintain, preserve and keep its lines of railroad, fixtures, appurtenances, Equipment and other physical property subject to the lien hereof in good repair, working order and condition, make all needful and proper repairs thereto and renewals and replacements thereof and keep such lines of railroad subject to the lien hereof supplied with sufficient Equipment, machinery, tools and other supplies for the operation thereof and maintain the same in good condition.

If the proceeds received by any Company from any insurance upon property subject to the lien of this Indenture shall exceed the sum of \$500,000 in respect of any one loss, such proceeds shall, subject to the requirements of any applicable Prior Lien Indenture, be paid to the Trustee to be held as part of the Trust Estate. If such proceeds be \$500,000 or less, such Company shall as promptly as practicable expend an amount equal to such proceeds to repair the property insured or to replace it with other property, not necessarily of the same character, which shall become subject to the lien hereof and the Trustee shall have no responsibility in connection therewith.

§ 5.14. All claims of any kind or character of any Company, and of its Affiliates, successors and assigns, against