

be discharged, or will make adequate provision for the satisfaction or discharge of all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this Indenture as a lien or charge upon the mortgaged premises and property or any part thereof, or the income thereof.

Sec. 5. That it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying, confirming and maintaining unto the Trustee all and singular the premises, estates and property hereby conveyed, or intended so to be, as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this Indenture, and for securing payment of the principal and interest of the bonds hereby secured.

Sec. 6. That it will from time to time pay and discharge all rentals, taxes, assessments and governmental charges lawfully imposed upon the premises and property hereby mortgaged or upon any part thereof, or upon the income and profits thereof, and all taxes lawfully imposed upon this Indenture or upon any debt or obligation hereby secured, the lien of which would be prior to the lien hereof, so that the priority of this Indenture shall be fully preserved in respect of such premises and properties, and will also pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the interest of the Trustee or of the holder of any bond or bonds in the property or premises hereby mortgaged; provided, however, that nothing contained in this section shall require the Company to pay any such tax, assessment or charge, so long as it shall in good faith contest the validity thereof.

Sec. 7. That it will not, except as herein allowed, do or suffer any act or thing whatsoever whereby the lien hereof, might or could be impaired, and that it will do each and every act and thing necessary to keep and maintain the property hereby mortgaged by it, in good condition.

Sec. 8. That it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force in any locality where the mortgaged premises, or any part thereof, may or shall be situate, or in which this Indenture may be sought to be enforced; nor will it claim, take, or insist on, any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisal of the mortgaged premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under any statute, to redeem the property so sold or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws; and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, and that it will suffer and permit the execution of every such power, as though no such law or laws had been made or enacted.

Sec. 9. That it will at all times insure, or cause to be insured, and kept insured, against loss or damage by fire, to their fair insurable value, all the buildings, machinery, fixtures, tools, appliances and other improvements upon the premises hereby conveyed or intended to be, and the materials and equipment, in reputable insurance companies, such insurance in case of loss, being made payable to the Trustee; and that it will promptly pay the premiums for such insurance as they may accrue. The Company further covenants and agrees that it will deposit with the Trustee annually upon the first day of January in each year and at such other times as the Trustee may demand, a detailed statement of the insurance policies then outstanding and in force, and the names of the companies which have issued such policies, and the amounts thereof. The proceeds of any such insurance, which may be received by the Trustee, shall be applied by the Company to the restoring, repairing, replacing or acquiring or building substitutes therefor, the property injured or destroyed; and the Trustee shall pay over such insurance moneys accordingly in pursuance of the written request of the Company signed by its President or Vice President, accompanied by the certificate of the Chief Engineer or architect of the Company describing the property restored, repaired, replaced, acquired or built, or the property acquired in lieu of such destroyed property, and stating its value, which request and certificate shall constitute a sufficient warrant, direction and jurisdiction to the Trustee for the payment of such moneys, but such insurance moneys until so applied, shall be held by the Trustee as further security hereunder. Or, if not so applied, then said insurance moneys shall be applied by the Trustee on account of the sinking fund, as in Article Fifth hereof provided. Such application by the Trustee, however, shall not relieve the Company from the payment of the full amount required on account of the Sinking Fund as provided in said Article Fifth.

#### ARTICLE THIRD.

Until default shall be made by the Company in the payment of the principal or interest of the said bonds issued hereunder, or any of them or some part thereof, according to the tenor and effect thereof; or until default shall be made in respect to some other act or thing in said bonds or herein required to be done, the Company, its successors and assigns respectively shall possess, manage, operate, use and enjoy, and be suffered and permitted to remain in the actual and undisturbed possession of all and singular the property hereby mortgaged, and to receive, take and use the rents, dividends, income and profits thereof as if this Indenture had not been made; and on payment in full of all the bonds issued or to be issued hereunder, and the interest from time to time accruing thereon, according to the tenor and effect of the said bonds and the interest coupons accompanying the same, and all proper charges hereunder, the said estate, property and franchises hereby mortgaged and