

5. Recording. The Company will cause this Indenture, forthwith upon execution, to be recorded as a real estate mortgage, and, if required by law, recorded and/or filed or re-filed as a chattel mortgage and will, to the extent permitted by law, pay any mortgage recording or filing or other tax legally due upon such recording and filing or the issuing of the note hereunder, and will at its own expense punctually and fully comply with the requirements of any and every mortgage recording tax or other law affecting the due recording and re-recording and filing and re-filing of this Indenture or of such additional instruments in such manner as may be necessary fully to preserve, continue and protect the security and validity of the note, the lien of the Indenture on the Trust Estate and all rights and remedies of the Trustee hereunder.

6. Maintenance and Repair. The Company will at all times maintain, preserve and keep the Trust Estate, and every part thereof, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and will from time to time make all needful and proper repairs and renewals, replacements and substitutions, so that at all times the efficiency of the property hereby mortgaged shall be fully preserved and maintained, and, subject to the provisions hereof, will at all times maintain its corporate existence and right to carry on its business, and will use its best efforts to maintain, preserve and renew all the rights, powers, privileges, grants, certificates, consents, immunities and franchises now owned or hereafter acquired by it, and otherwise to maintain its rights in respect of its trucking business.

7. Insurance. The Company will at all times keep all of its plants and properties which are of an insurable