

quired any additional property subject to any prior lien mortgage, issue or permit to be issued any additional bonds or other obligations secured by such prior lien mortgage, except in replacement of lost, stolen, destroyed or mutilated bonds and except for exchanges or conversions where the aggregate principal amount secured by such prior lien mortgage is not thereby increased, unless such additional bonds be forthwith deposited with the Trustee hereunder. All covenants and conditions contained in all prior lien mortgages and in the prior lien bonds secured thereby will be fully performed and complied with and said bonds will be duly paid or discharged or taken up and pledged hereunder at or before the maturity thereof.

§4.09. All lands, franchises and other property of every kind described or referred to in the granting clauses of this Indenture not excepted herefrom by the provisions hereof which hereafter may be acquired or constructed by the Company, shall, immediately upon the acquisition or construction thereof by the Company, without any further conveyance or assignment, become and be subject to the lien of this Indenture as fully and completely as though now owned by the Company and specifically described in the granting clauses hereof; but the Company at any and all times will do, execute, acknowledge and deliver or cause or procure to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers, assurances and assignments thereof for the better assuring, conveying and confirming unto the Trustee all and singular the mortgaged property (whether now owned or hereafter acquired) as the Trustee may reasonably direct for the purpose of expressly and specifically subjecting the same to the lien of this Indenture or otherwise as the Trustee shall reasonably require. The Trustee may at any time accept any conveyance, assignment or transfer of any property, real, personal or mixed, which any person, firm or corporation may, with the written consent of the Company, make and deliver to the Trustee; and the property so conveyed, assigned and transferred, if and when the conveyance, assignment or transfer thereof shall be accepted by the Trustee, shall thereupon become a part of the mortgaged property.

§4.10. The Company will cause this Indenture and any and all supplemental indentures or instruments of further assurance, mortgaging, conveying or assigning any property to the Trustee, to be filed and/or recorded and re-recorded and re-filed as a mortgage of both real and personal property in such manner and in such places and at such times as may be required to preserve, continue and protect the security of the lien hereby created on the mortgaged property and the rights and remedies of the Trustee and the holders of the bonds and coupons thereto appertaining, and the Company will, with all reasonable despatch, deposit with the Trustee counterparts of this Indenture and of such other instruments bearing official notation or endorsement showing such filing and/or recording and re-filing and re-recording, or, in case such counterparts are not returned to the Company, furnish to the Trustee the best official evidence of such filing and/or recording and re-filing and re-recording reasonably obtainable by the Company, but the Trustee shall in no wise be liable for any failure or omission in this regard.

§4.11. The Company will from time to time duly pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the mortgaged property or upon any part thereof, or upon the income or profits therefrom or upon the lien or interest of the Trustee, or of the holders of the bonds in respect of the mortgaged property or any part thereof or the income therefrom, when the same shall become due, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property or any part thereof, and all covenants, terms and conditions upon or under which any of the mortgaged property is held. Within three months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given

precedence over this Indenture as a lien or charge upon the mortgaged property or the income thereof, the Company will pay or cause to be discharged or make adequate provision to satisfy or discharge the same. Nothing in this §4.11 contained, however, shall be construed as requiring the Company to observe or conform to any requirement of governmental authority or to acquire or cause to be paid or discharged, or to make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings; *provided, however*, that the Company shall not suffer or permit the mortgaged property or any part thereof to be sold or forfeited on account of its failure in any such respects.

§4.12. In case the Company shall hereafter create any mortgage or deed of trust upon all or any part of the property subject to the lien of this Indenture, such mortgage or deed of trust shall be, and shall be expressed to be, subject to the prior lien of this Indenture for the security of all bonds then issued or thereafter to be issued under this Indenture within any limitation of amount then fixed or thereafter to be fixed as in this Indenture provided.

§4.13. The Company will at all times maintain its corporate existence (except as provided in Article 8) and duly procure all renewals and extensions thereof and it will continuously carry on and conduct its business in an efficient manner, except as the same may be interrupted by strikes, fires, acts of God or causes or casualties beyond the control of the Company, and will maintain its fixed property in good physical condition and in a state of good operating efficiency for the purposes of the Company and make all needful substitutions, renewals and replacements. The Company will not permit or suffer any waste in respect of the mortgaged property, subject, however, to the provisions of Article 5. The Company will do or cause to be done all things necessary to preserve and to keep valid and intact the lien and encumbrance hereby created; and it will not do or suffer any matter or thing not hereby expressly permitted whereby the lien of this Indenture might or could be lost or impaired, in whole or in part, until all bonds issued hereunder with all the interest accrued thereon shall have been fully paid and satisfied; and it will to the best of its ability maintain and preserve and cause to be extended and continued until the termination of this Indenture all corporate rights, indeterminate permits, franchises, ordinances, easements, powers and privileges granted and confirmed by law or otherwise to it; *provided, however*, that with or without the consent of the Trustee any indeterminate permit, franchise, ordinance, right, power or privilege may be surrendered, abandoned, cancelled and modified pursuant to the provisions of Article 5. Nothing herein contained shall be construed to prevent the Company from ceasing to operate any of its plants or other property, if, in the judgment of the Company, it is advisable not to operate the same for the time being, or if the Company intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effect such a sale.

§4.14. The Company will at all times keep insured to a reasonable amount in responsible insurance companies all the fixed properties subject to the lien hereof which are of a character usually insured by companies similarly situated, against loss or damage by fire and other risks against which insurance is usually carried by such companies, except that, at the option of the Company, any such insurance also may be in whole or in part in the form of one or more insurance funds created by the Company, whether alone or with other corporations, provided that the plan of each such insurance funds shall have been or shall be approved by the Board of Directors of the Company, and that the Trustee shall have been furnished with a report by the President and the Treasurer of the Company stating in effect that, in the opinion of such officers, the plan proposed is in accordance with or similar to recognized practices of other companies engaged in similar businesses and reasonably adequate for the protection of the interests of the bondholders.