

Section 10. The Mortgagor Company will insure and keep insured its property used in connection with its business, which is now or at any time hereafter may be covered by this mortgage and is of the character which is usually insured by similar companies, to the extent that such property of similar companies is usually insured, and will promptly pay the premiums for such insurance. Any moneys payable on account of such insurance shall in all such insurance policies be made payable to the Trustee or to the trustees or holders of underlying mortgages as their respective interests may appear. In case any moneys shall be paid to the Trustee on account of any loss or damage covered by any such insurance, the Mortgagor Company shall be entitled to use and apply the same to reimburse itself for expenditures made by it for the purpose of reconstructing, repairing or restoring any of the injured property destroyed or damaged, or for extensions, betterments or permanent improvements or securities of other corporations in the manner provided in Article Three, section 7 of this Indenture, and the Trustee shall pay over such insurance moneys accordingly in pursuance of a request of the Mortgagor Company expressed in a resolution of its Board of Directors duly certified by its Secretary or Assistant Secretary. Such insurance moneys, until so paid over by the Trustee, shall be held by the Trustee as further security under this Indenture. Until there is default by the Mortgagor Company in the performance of its agreements set forth in this Indenture or in the bonds secured hereby, the Mortgagor Company shall be entitled to retain possession of the insurance policies, but upon such default the Mortgagor Company agrees to surrender possession of such policies to the Trustee upon demand.

Section 11. The Mortgagor Company covenants and agrees that it will not, directly or indirectly, extend or assent to the extension of the time for payment of any coupon upon any of the bonds secured by this Indenture and that it will not, directly or indirectly, be a party to or approve any arrangement therefor by purchasing or refunding said coupons or in any other manner. In case the payment of any such coupon should be so extended by, or with the consent of, the Mortgagor Company, such coupon so extended shall not be entitled, in case of default hereunder, to the benefit or security of this Indenture, except subject to the prior payment in full of the principal of all the bonds outstanding, and of all coupons on such bonds the payment of which has not been so extended; the intention of this agreement being to prevent any accumulation of unpaid coupons after maturity.

ARTICLE THREE.

As to Securities Pledged Hereunder.

Section 1. Unless the Mortgagor Company shall be in default in respect of some covenant in said bonds or in this Indenture contained, the Trustee (except with the assent of the Mortgagor Company) shall not collect or be entitled to collect the interest on any bonds or other obligations of other corporations at any time pledged with the Trustee under this Indenture; and the Mortgagor Company shall be entitled to receive all interest paid or dividends declared in respect of any securities transferred to or pledged with the Trustee pursuant to any of the provisions of this Indenture, and from time to time, upon the request of the Mortgagor Company, the Trustee shall deliver to it any coupons representing such interest, in order that the Mortgagor Company may receive payment thereof for its own use, and shall deliver to the Mortgagor Company suitable orders in favor of the Mortgagor Company, or its nominee or nominees, for the payment of such dividends or interest; and the Mortgagor Company may collect such interest and dividends, but not by any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder; and the Trustee shall at once pay over to the Mortgagor Company any such interest or dividends which may be collected or received by it.