

the name of the Trustee for the time being; provided, however, that the Trustee may at all times demand an inspection of the policies and may further demand the custody thereof; and the Railroad Company, upon such demand for inspection or custody, covenants to comply therewith.

In case of loss the Trustee shall allow any insurance money received to be applied toward the replacement of, or addition to, the property destroyed or injured, if said Railroad Company shall, in writing, so request -- any surplus to be paid over by the Trustee to the Railroad Company; but no insurance money shall be paid over to the Railroad Company until it shall present to the Trustee a statement verified by the affidavit of the President or Vice-President thereof showing that the Railroad Company has theretofore made actual expenditure to an amount not less than the amount of insurance money sought to be obtained from the Trustee in or about the replacement of the property destroyed or damaged, or in or about the acquisition of new and additional property, it being hereby agreed that the proceeds of the policies shall be paid out by the Trustee as the work of restoration progresses; but if said Railroad Company shall not within six months from the time of the collection of such insurance money request the Trustees, in writing, to apply such insurance money, then the same shall be applied by the Trustee to the purchase of bonds secured hereby. In case of any loss covered by any policy of insurance, any appraisal or adjustment of such loss and settlement and payment of indemnity therefor which may be agreed upon between the Railroad Company and any insurance company, may be consented to and accepted by said Trustee, and said Trustee shall in no way be liable or responsible for the collection of any insurance in case of any loss.

ARTICLE SEVENTH: The Railroad Company covenants that it is well seized of all the properties above described or mentioned, and has full power to convey the same as hereby conveyed; that the same are free from taxes and assessments and sales therefor of every kind; that the same are free from all former grants and incumbrances, and that said Railroad Company will forever warrant and defend to said Trustee, the peaceable and quiet possession of said property against all and every person or persons lawfully claiming the whole or any part thereof; that the Railroad Company will pay all taxes and assessments, general and special, which may be levied or assessed upon any property hereby conveyed, as and when the same shall become due and payable; that it will not suffer any property hereby conveyed to be sold for any taxes or assessments, or be forfeited therefor, nor suffer any mechanic's or other liens having priority over this indenture to attach to any of said property; Provided, that the Railroad Company may in good faith contest the validity of any taxes, assessments or prior liens, and pending litigation thereof shall not be required to pay the same. The Railroad Company will not commit nor permit any waste of any property hereby conveyed and necessary, useful or profitable in the conduct of its business.

ARTICLE EIGHTH: Said Railroad Company covenants that it will upon request of the Trustee do and perform all acts necessary and proper to keep valid the lien hereby created or intended to be created, and that it will upon request of the Trustee at any time hereafter, as often as may be necessary, make, execute and deliver to said Trustee any other or further deed or deeds, acts, conveyances or assurances said Trustee may, upon advice of counsel learned in the law, reasonably demand for the purpose of carrying into full effect the objects and purposes of this indenture.

ARTICLE NINTH: At any time while the Railroad Company is not in default in any manner hereunder, upon its written request expressed in a resolution of its Board of Directors, a copy of same certified by its Secretary under its seal to be filed with the Trustee, the Trustee shall have full power, in its discretion, to convey by release or otherwise, upon