

TO FORFEITURE OR SALE.

SEC. 7. THE COMPANY AGREES THAT IT WILL AT ALL TIMES KEEP INSURED SUCH OF THE MORTGAGED PROPERTY AS IS USUALLY INSURED BY COMPANIES CARRYING ON LIKE BUSINESS, AND IN THE SAME MANNER AND TO THE SAME EXTENT; AND THE POLICIES FOR SUCH INSURANCE SHALL BE SO DRAWN AS TO MAKE ANY LOSSES THEREUNDER PAYABLE TO THE TRUSTEES AS THEIR INTEREST MAY APPEAR; PROVIDED, HOWEVER, THAT IF ANY PROPERTY SO INSURED IS COVERED BY ANY MORTGAGE OR OTHER INSTRUMENT THE LIEN OF WHICH THEREON SHALL BE PRIOR TO THAT OF THIS INDENTURE, THE LOSSES UNDER THE POLICIES FOR SUCH INSURANCE, UNTIL THE FINAL SATISFACTION AND RELEASE OF SUCH PRIOR MORTGAGE OR OTHER INSTRUMENT, MAY BE MADE PAYABLE, AND SUCH POLICIES MAY BE DEPOSITED, IN ACCORDANCE WITH SUCH PRIOR MORTGAGE OR OTHER INSTRUMENT, THE COMPANY HEREBY AGREEING THAT UPON FINAL SATISFACTION OR RELEASE OF SUCH PRIOR MORTGAGE OR OTHER INSTRUMENT, ANY INSURANCE MONEYS THEN HELD THEREUNDER SHALL BE FORTHWITH PAID OVER TO THE TRUST COMPANY HEREUNDER. ON APRIL 1 IN EACH YEAR, AND AT ANY TIME UPON THE REQUEST OF THE TRUSTEES, THE COMPANY SHALL FILE WITH THE TRUST COMPANY A STATEMENT VERIFIED BY THE TREASURER OR ANY ASSISTANT TREASURER OF THE COMPANY, BRIEFLY DESCRIBING THE INSURANCE THEN IN EFFECT UPON THE MORTGAGED PROPERTY, SUCH STATEMENT TO BE HELD BY THE TRUST COMPANY IN ITS FILES FOR THE INSPECTION OF THE HOLDERS OF BONDS OUTSTANDING HEREUNDER. ALL INSURANCE MONEYS RECEIVED BY THE TRUSTEES, OR EITHER OF THEM, UNDER ANY OF THE PROVISIONS OF THIS SECTION SHALL BE DEPOSITED WITH AND HELD BY THE TRUST COMPANY AS A PART OF THE MORTGAGED PROPERTY, BUT (1) THE TRUST COMPANY SHALL, OUT OF THE INSURANCE MONEYS RECEIVED ON ANY POLICY OF INSURANCE PROCURED BY THE COMPANY, PAY OVER TO THE COMPANY SUMS EQUAL TO ANY EXPENDITURES MADE BY THE COMPANY IN THE REPLACEMENT, REPAIR OR REBUILDING OF THE DAMAGED OR DESTROYED PROPERTY; OR (2) AT THE OPTION OF THE COMPANY, EXPRESSED IN A RESOLUTION OF ITS BOARD OF DIRECTORS, A CERTIFIED COPY WHEREOF SHALL BE FILED WITH THE TRUST COMPANY, SUCH MONEYS, OR ANY PART THEREOF, SHALL BE HELD, USED AND DISPOSED OF BY THE TRUST COMPANY IN THE SAME MANNER AND UPON THE SAME CONDITIONS AS THE PROCEEDS OF RELEASED PROPERTY DEPOSITED WITH THE TRUST COMPANY UNDER THE PROVISIONS OF SECTION 1 OF ARTICLE X OF THIS INDENTURE.

THE MAKING OF THE EXPENDITURES HEREINBEFORE MENTIONED IN THIS SECTION SHALL BE CONCLUSIVELY ESTABLISHED IN FAVOR OF THE TRUST COMPANY BY A CERTIFICATE SIGNED BY THE PRESIDENT OR A VICE-PRESIDENT OF THE COMPANY, ATTESTED BY ITS SECRETARY OR AN ASSISTANT SECRETARY, UNDER THE CORPORATE SEAL, AND VERIFIED BY THE AFFIDAVIT OF THE PRESIDENT, A VICE-PRESIDENT OR GENERAL MANAGER OF THE COMPANY, AND EVERY REQUEST FOR THE APPLICATION OF ANY SUCH INSURANCE MONEYS TO REPLACEMENT, REPAIR OR REBUILDING PURPOSES SHALL BE DEEMED SUFFICIENTLY EXECUTED IF SIGNED IN THE NAME OF THE COMPANY BY ITS PRESIDENT OR A VICE-PRESIDENT WITH THE SEAL OF THE CORPORATION ATTACHED. IN CASE OF ANY LOSS COVERED BY ANY POLICY OF INSURANCE, ANY APPRAISEMENT OR ADJUSTMENT OF SUCH LOSS, AND SETTLEMENT AND PAYMENT OF INDEMNITY THEREFOR, WHICH MAY BE AGREED UPON BETWEEN THE COMPANY AND ANY INSURANCE COMPANY, MAY BE CONSENTED TO AND ACCEPTED BY THE TRUSTEES AND THE TRUSTEES SHALL NOT BE IN ANY WAY LIABLE OR RESPONSIBLE FOR THE COLLECTION OF ANY INSURANCE IN CASE OF ANY LOSS.

SEC. 8. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, FROM TIME TO TIME, SHALL MAKE, DO, EXECUTE, ACKNOWLEDGE AND DELIVER ALL SUCH FURTHER ACTS, DEEDS, CONVEYANCES AND ASSURANCES IN THE LAW, AS MAY BE REASONABLY ADVISED OR REQUIRED, FOR EFFECTUATING THE INTENTION OF THESE PRESENTS, OR FOR THE BETTER ASSURING AND CONFIRMING UNTO THE TRUSTEES AND THEIR SUCCESSOR OR SUCCESSORS IN THE TRUST HEREBY CREATED, UPON THE TRUSTS AND FOR