

Section 10. The Company will keep such of the "mortgaged property" as is of an insurable nature and of the character usually insured by companies operating similar properties insured against loss or damage by fire and from other hazards customarily insured against by similar companies. Such insurance shall be carried with insurers of good standing and shall be in amounts not less than the fair insurable value of the property insured; loss, if any, except any loss not in excess of Ten Thousand Dollars (\$10,000.00), to be made payable to the Trustees as their interest may appear. In case of any default by the Company in fulfilling its covenant to insure, the Trustee may at its option effect such insurance in the name of the Company or in the name of the Trustees, and all money paid by the Trustee for such insurance shall be repaid by the Company on demand^{and} if not so paid shall be secured by the lien of this Indenture in priority to the indebtedness evidenced by bonds issued hereunder. Upon the happening of any loss or damage by fire or other hazard, in excess of Ten Thousand Dollars (\$10,000.00), the Company shall make due proof of loss containing a power of attorney in favor of the Trustee to endorse all drafts drawn for the payment thereof to the order of the Trustee and to sign receipts therefor, and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Trustee. 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 shall be agreed upon between the insured and the insurance company shall be accepted by the Trustees and the Trustees shall in no way be liable for the adjustment of such loss. The Company shall upon the execution hereof furnish to the Trustee a statement in writing signed by an officer of the Company fully describing all insurance then in force covering the "mortgaged property" or any part thereof, and from time to time, as long as any of the bonds secured hereby are outstanding, the Company will promptly furnish to the Trustee similar supplemental statements with regard to changes in such insurance. The Trustee may at its option require the Company to deposit with it any or all of such insurance policies and shall require such deposits upon the occurrence of an "event of default."

Section 11. In case of any loss, the insurance proceeds payable in respect of which do not exceed the sum of Ten Thousand Dollars (\$10,000.00), the Company covenants to apply the insurance proceeds thus received by it to the repair or replacement of the pertinent property damaged or destroyed or to the construction of "property additions," upon the completion of which a certificate signed by the President or a Vice President of the Company shall be filed with the Trustee, showing how such proceeds have been expended.

Section 12. The Company covenants that so long as any Series A bonds are "outstanding hereunder" it will not pay any dividends (other than dividends payable in stock of the Company) upon its common stock, except out of "net income" earned subsequent to January 1, 1941.

Section 13. The Company covenants that it will pay or cause to be paid to the Trustee the proceeds of any property subject to the lien of this Indenture taken through the exercise of the power of eminent domain or through the exercise of a right of purchase on the part of any public authority except such thereof as may by the terms of an "underlying mortgage" be required to be paid to or deposited with its mortgagee or trustee and as to any moneys which shall be so paid to such mortgagee or trustee, the Company covenants that if any thereof remains on deposit with such mortgagee or trustee upon the satisfaction or release of such "underlying mortgage" it will pay the same to or cause the same to be paid to the Trustee. The Trustees on behalf of the bondholders may intervene in any proceeding for such taking or purchase and shall do so upon the written request of the holders of ten per cent (10%) or more in aggregate principal amount of bonds "outstanding