

lien hereof (as evidenced by a certificate of any trustee or mortgagee under any of said mortgages or of any counsel therefor), and a check for the amount of any loss covered by any insurance policy on any property subject to such mortgages is drawn by an insurance company payable to the order, among others, of the Trustee hereunder and the trustee or mortgagee under any of said mortgages, that the Trustee hereunder shall endorse said check, without recourse, and deliver the same so endorsed to the appropriate trustee or mortgagee under any of said mortgages.

SECTION 13. That they will at all times maintain, preserve and keep their property mortgaged hereunder, and will cause each Subsidiary Company to maintain, preserve and keep its property and every part thereof, with the appurtenances and every part and parcel thereof, in thorough repair, working order and condition, and equipped with suitable machinery and appliances, and from time to time make all needful and proper repairs and renewals, so that at all times the value of the security for the bonds issued hereunder and the efficiency of the property hereby mortgaged shall be fully preserved and maintained, and, subject to the provisions hereof, will maintain, preserve and renew and will cause each Subsidiary Company to maintain, preserve and renew all the rights, powers, privileges and franchises by it owned.

Nothing herein contained shall be construed to prevent the Company, or any of its Subsidiary Companies, 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, or the Subsidiary Company (as the case may be) intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effectuate such sale; nor in any such event to prevent the Company, or the Subsidiary Company (as the case may be) from taking such action with respect to such plant or such other property as is proper or customary under the circumstances.

SECTION 14. That they will at all times keep or cause to be kept proper books of record and account in which full, true and correct entry will be made of all dealings, business and affairs of the Company and of the Subsidiary Companies, including proper and complete credits to capital and property accounts covering property worn out, abandoned or sold, all in accordance with generally recognized rules and principles of accounting. That if they shall fail to comply with the provisions of this section, the Trustee, if requested in writing by the holders of at least 10% in principal amount of the Bonds then outstanding of Series "A", shall cause the books, properties and accounts of the Company and the Subsidiary Companies to be examined by an accountant selected by the Trustee and they agree to pay the expense of any such examination.

SECTION 15. That they will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, especially to make subject to the lien hereof any property now owned or hereafter acquired by them which it is herein provided shall be subject to the lien hereof, and to transfer to any new trustee the estate, powers, instruments and funds held in trust hereunder.

SECTION 16. That they will at any and all times upon the written request of the Trustee:

(a) Permit the Trustee by its agents and attorneys to examine all books, accounts and financial records and reports of the Company and the Subsidiary Companies and to take copies and extracts therefrom;

(b) Furnish to the Trustee a detailed and true consolidated balance sheet showing accurately the financial condition of the Company and its Subsidiary Companies