

## COMPARED

the trustee of an underlying mortgage to deliver them to such trustee; that if the total amount received by the Trustee upon all policies shall, in the case of any one loss, be less than the sum of Ten Thousand (\$10,000), the amount shall be paid forthwith to the Company by the Trustee, to be used by the Company to pay for replacements of or substitutions for the injured or destroyed property, but the Trustee shall not be obliged to see to the application thereof; that in all other cases the proceeds of any and all insurance on any part of the mortgaged property which may be received by the Trustee shall be held and applied by the Trustee as hereinafter provided in Article X of this Mortgage.

Section 7. That it will pay or cause to be paid, as the same shall become due and payable, the principal and interest of all underlying bonds (as defined in Section 2 of Article III of this Mortgage) <sup>to be made under any underlying mortgage securing</sup> and all payments ~~required~~ any such bonds, and will not extend the time of payment of any of said principal or interest, and will faithfully perform all the terms, covenants and conditions to be performed by the mortgagor in such underlying mortgage.

Section 8. That it will at all times maintain, preserve and keep its property mortgaged hereunder, with the appurtenances and every part and parcel thereof, in thorough repair, working order and condition and equipped with suitable equipment and appliances, and from time to time make all needful and proper repairs, renewals and replacements thereof, so that at all times the value of the security for the bonds issued hereunder and the efficiency of the property of the Company hereby mortgaged shall be fully preserved and maintained, and, subject to the provisions hereof, will maintain and preserve all the rights, powers and privileges and franchises by it owned.

Nothing herein contained shall be construed to prevent the Company from ceasing to operate any of its plants or any other properties if in the judgment of the Company it is advisable not to operate the same for the time being, or, if the Company intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effectuate such a sale; nor in any such event to prevent the Company from taking such action with respect to such plant or such other property as is proper and customary under the circumstances.

Section 9. That if it shall fail to perform any of the covenants contained in Sections 5, 6, 7 and 8 of this Article, the Trustee, or any receiver appointed hereunder, as herein provided, may make advances to perform the same in its behalf; and it hereby agrees to repay all sums so advanced in its behalf, on demand, with interest at the rate of six per centum (6%) per annum after demand, and all sums so advanced with interest as aforesaid shall be secured hereby, having the benefit of the lien hereby created, in priority to the indebtedness evidenced by said bonds and coupons; but no such advance shall be deemed to relieve the Company from any default hereunder.

Section 10. That in case of the acquisition in the future of the stock of any corporation which shall become a Subsidiary, the Company will earnestly endeavor to acquire the balance of the issued and outstanding capital stock having full voting power of such corporation remaining in the hands of the public, and, as acquired, will cause the same (except shares reserved to qualify directors, to be deposited and pledged hereunder with the Trustee. The Company will in no case suffer or permit the proportion of the capital stock of a Subsidiary which it may have acquired, and pledged hereunder, to be reduced to less than ninety five per cent of the outstanding capital shares of such Subsidiary, having <sup>full</sup> voting power, nor to less than seventy five per cent of the shares having voting power under any circumstances.

Section 11. That it will cause this mortgage and every additional instrument which