

Nothing contained in this Section shall prevent the Company, upon first obtaining the written approval of the Corporate Trustees, who may give or withhold such approval in their unrestricted discretion, from adopting a plan for protection against loss or damage by fire by the establishment of an insurance fund. The Corporate Trustees may make or cause to be made such investigation, and may require such certificate or certificates of engineers, insurance experts or others as they may deem necessary or advisable in connection with giving or withholding their approval of any such plan, and shall not be liable to any one for any action they may take or refrain from taking in reliance upon such certificate or certificates, or in the exercise of their discretion under the provisions of this Section.

The Company further covenants and agrees that it will keep or cause to be kept insured the insurable property at any time belonging to any subsidiary company subject to the first mortgage or instrument of such subsidiary company securing bonds or obligations pledged hereunder in the same manner and to the same extent as hereinbefore provided with respect to insurance on the mortgaged property or premises.

SECTION 9. The Company will from time to time punctually observe and perform all of its obligations, and pay and discharge all amounts payable, under or by virtue of any lease of property held by it at any time subject to the lien of this Indenture, and will not suffer or permit any default for which any such lease might be terminated, so that the interest of the Company in such leasehold estates may be at all times preserved unimpaired as security for the bonds issued or to be issued under this Indenture; and the Company will also cause each of its subsidiary companies, any bonds or obligations of which shall then be pledged hereunder, punctually to observe and perform all of the obligations and pay and discharge all amounts payable under or by virtue of any lease of property held by such subsidiary company at any time subject to the mortgage or instrument securing its said pledged bonds or obligations, so that the interest of such subsidiary company in such leasehold estates may be at all times preserved unimpaired as security for said pledged bonds or obligations.

SECTION 10. If in the judgment of the Corporate Trustees, the Company shall at any time fail to perform any of the covenants contained in Sections 7, 8 and 9 of this Article, the Corporate Trustees shall have the right to perform the same and to discharge the liens, claims or demands or to provide the insurance, or to pay and discharge all amounts payable under leases, as in said Sections respectively contemplated, in respect of which the Company may then be in default, and to make all advances and payments necessary or deemed by them to be advisable for the purpose; and the Company hereby agrees on demand, to repay to the Corporate Trustees the amounts so advanced or paid by them, with interest thereon at the rate of six per cent per annum until repaid; and the amount of any such advance or payment, together with interest thereon, shall until repaid constitute a lien upon the mortgaged property or premises prior to the lien of this Indenture, and shall be entitled to repayment in full out of the trust estate, prior to any payment of or on account of the bonds and coupons issued hereunder; but the Corporate Trustees shall be under no obligation to make any such advance or payment unless requested in writing so to do by the holders of at least twenty-five per cent in principal amount of the bonds then outstanding hereunder and unless provided with the funds necessary therefor. No advance or payment made by the Corporate Trustees shall be deemed to relieve the Company from any default hereunder.