

The Trustee may accept, as conclusive evidence of whether or not such buildings or other structures are fire-proof or required to be insured by the provisions hereof, and of the advisability of applying, and of the application of, the proceeds of insurance to any of the aforesaid purposes, the opinion in writing of the President or a Vice President and of the Treasurer of the Company.

SECTION 7. The Company shall and will diligently preserve all the rights and franchises to it granted and upon it conferred, in so far as they continue to be advantageous to it and will, at all times, maintain, preserve and keep its properties which are subject to the lien of this Indenture, including equipment and appurtenances, and every part and parcel thereof, in good repair, working order and condition, and will, from time to time, there-to make all needful and proper repairs, renewals and replacements, so that the value and efficiency generally of all physical properties at any time subject to the lien hereof, as a whole, shall not be unnecessarily impaired; but shall, so far as possible, be at all times at least equal to the present value and efficiency thereof; and at all times the Company will set apart, or cause to be set apart, and will apply to said purpose, so much of the funds of the Company as may be required for such necessary acquisitions, maintenance, renewals and repairs.

SECTION 8. Upon the default in the payment of any moneys which the Company, by any of the provisions of this Article Fourth, covenants to pay or to cause to be paid, the Trustee may, in its discretion, and if requested in writing by the holders of thirty-five per cent. in amount of the First Mortgage Bonds then outstanding, and provided with the amount of cash necessary therefor, shall make payment thereof. All the moneys so advanced or expended shall be deemed a charge upon the trust estate, and shall be and are hereby declared to be secured by this Indenture, in the same manner as bonds hereunder are secured, but as a charge paramount to the bonds, and shall be repaid by the Company, its successors or assigns, to the Trustee on demand, and may be collected at any time after the same shall have been advanced or expended, with interest thereon at not exceeding six per centum per annum from the time the same shall have been advanced or expended, and it shall not be obligatory in advancing money in that behalf as above authorized, to inquire into the validity of any tax, title or of any taxes or assessments or of sales therefor. Nothing herein contained shall be construed as requiring the Trustee, or its successors in the trust, to expend money for any of the purposes aforesaid. If any moneys so paid by the Trustee shall have been provided to the Trustee by any of the holders of the First Mortgage Bonds, the Trustee shall, out of any amount repaid to it by the Company or recovered out of the trust estate on account of such advance or payment (with interest) make ratable payment to the holders of the First Mortgage Bonds who shall have provided such moneys, or upon their order.

SECTION 9. The Company covenants and agrees to cause this Indenture and every additional instrument which shall be executed pursuant to the foregoing provisions, to be recorded and filed, both as a mortgage of real estate and of personal property, in such manner, in such places, and at such times as may be required or permitted by law, as far as may be necessary to preserve and protect the security of the bonds, the superior lien thereof on the trust estate, and the rights and remedies of the Trustee, but the Trustee shall in no wise be liable for any failure or omission in this regard. All taxes and other charges necessary to properly record, as aforesaid, this Indenture, or any supplemental Indentures or statements relating hereto, shall be paid by the Company unless otherwise expressly prohibited by the laws of the State in which such recording may be necessary, in which event the Trustee shall make such payment at the pro rata expense of the bond holders.