

all persons whomsoever except any mortgage or mortgages on any property hereafter acquired by the Company which may exist at the time of the acquisition of such property by the Company that it will not, except as provided in Article IV while any bonds remain unpaid, directly or indirectly, sell, convey or encumber the Trust Estate or any part thereof except by this Mortgage.

SECTION 3. That it will not, directly or indirectly, extend or assent to the extension Covenant Against Extension of Bonds and Coupons of the time for payment of any bond or any coupon appertaining to any bond; and that it will not, directly or indirectly, be a party to or approve any such extension by purchasing or funding said bonds or coupons, or in any other manner. In case the time for payment of any bonds and or coupons shall be so extended, whether or not such extension be by or with the consent of the Company, such bonds and or coupons shall not be entitled, in case of default hereunder, to the benefit of the security of this Mortgage, except subject to the prior payment in full of the principal of all the bonds then outstanding, and of all coupons appertaining to such bonds, the payment of which shall not have been so extended.

SECTION 4. That the Company will, at all times, so long as any of the bonds or Coupon Concerning Insurance coupons remain unpaid, insure and keep insured against loss by fire, storm or other causes customarily insured against, the Trust Estate or such portions thereof as are usually insured, in an amount which corporations of like character usually carry upon property of the same kind and value under like conditions for the benefit of, and payable in case of loss to, the Trustee, and will deliver to the Trustee the policies of insurance and the receipt for every payment of moneys necessary for keeping up such insurance together with a schedule of all insurance carried by the Company duly verified by the President and Secretary. Any appraisal or adjustment of any loss and settlement or payment of indemnity of insurance under said policies which may be agreed upon between the Company and insurer shall be consented to and accepted by the Trustee and the Trustee shall be in no way liable or responsible for the adjustment of any loss or for the collection of any insurance in case of any loss.

All insurance moneys received by the Trustee under any of the provisions of this section shall be deposited with and held by the Trustee as a part of the mortgaged property but (1) the Trustee shall, out of insurance moneys received on any policy of insurance procured by the Company, pay over to the Company sums equal to any expenditures made by the Company in the replacement, repair or rebuilding of the damaged or destroyed property or (2) at the option of the Company, expressed in a resolution of the Board of Directors, a certified copy whereof shall be filed with the Trustees, such moneys or any part thereof shall be held, used and disposed of by the Trustee in the same manner and on the same conditions as moneys received on account of released property can be so used under the provisions of Section 1 of Article IV. of this Mortgage.

All sums of money paid to the Trustee under the provisions of this Article and not used as above provided within one year after the receipt thereof by the Trustee shall if requested by the Bankers be applied by the Trustee to the redemption of bonds in accordance with the provisions herein set out for the same.

The Company will, so long as any of the bonds or coupons remain unpaid, carry insurance against public and employer's liability and liability under Employer's and Workmen's Compensation Acts and acts of similar character, in such amounts as shall afford reasonable protection, provided, if the Company shall establish a reserve to protect against such liabilities, which in the opinion of the Trustee is adequate and properly safeguarded, the obligation of the Company to carry liability insurance of the kinds above specified shall cease so long as such reserve is so maintained.