

may be necessary to preserve and protect the security of the bonds, the lien hereof 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.

SECTION 11. The Company will at all times keep insured such of the mortgaged property or premises as is usually insured by companies carrying on a like business and in the same manner and to the same extent, and the policies for such insurance shall be so drawn as to make any loss payable to the Trustee hereunder and to the trustee under the First Mortgage of the Company, as their respective interests may appear, and, if so requested in writing by the Trustee, such policies as are not required by the trustee under the First Mortgage on the Company, or any of them, shall be deposited with the Trustee. All insurance moneys paid under such policies or otherwise (except moneys paid on any one loss in amount less than \$10,000 which the Company itself may retain and apply in the replacement, repair or rebuilding of the damaged or destroyed property or otherwise for the benefit of the mortgaged premises, and except moneys paid to the trustee under said First Mortgage of the Company) shall be received by the Trustee and held by it as part of the trust estate, but (1) the Trustee shall out of the insurance moneys received 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, provided this Indenture shall become a lien on all property acquired by such expenditures of the same rank as the lien hereof on the property so damaged or destroyed or (2) such moneys may be applied in the same manner in all respects as is provided in Section 3 of Article V of this Indenture with respect to the disposition of the proceeds of released property. The Trustee may accept and rely upon certificates made by the President or a Vice-President of the Company and its Treasurer or an Assistant Treasurer that expenditures have been made by the Company in the replacement, repair or rebuilding of the damaged or destroyed property and, if insurance moneys are to be applied as provided with respect to the disposition of the proceeds of released property, upon certificates made by the persons and in the form so far as applicable as determined by the Trustee in its discretion, prescribed in Section 3 of Article V hereof, and the Trustee shall not be liable for any action taken or suffered by it in good faith in reliance upon the truth of the statements set forth in any of such certificates nor for the exercise of any discretion in determining the form thereof. In default of any such insurance, or in case of a default of any insurance upon property of a subsidiary company as required by Section 7 of this Article, it shall be lawful for the Trustee to effect such insurance in such amount as it may deem necessary or in case the Company shall neglect or refuse to pay any premium due on any insurance policy protecting the trust estate or the property of a subsidiary company, and said policy is in danger of being cancelled, the Trustee may pay such premium, and thereupon, in every such case, the Company hereby agrees upon demand to repay or cause to be repaid to the Trustee the amounts expended by it for this purpose, with interest thereon at the rate of six per centum per annum, and the amount thereof, together with interest thereon, shall, until repaid, constitute a lien upon the mortgaged property and premises prior to the lien of this Indenture, and 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 Trustee shall not be under any obligation to effect any such insurance or to pay any such premium unless requested in writing so to do by the holders of at least one-fourth in principal amount of the outstanding bonds issued hereunder and provided with the necessary funds to pay premiums therefor. The Trustee shall be under no obligation to see that the Company deposits or redeposits any insurance policies with it or with the trustee under the First Mortgage, ^{of the Company} or to check or verify any policies of insurance deposited with it or to ascertain if the mortgaged properties or premises are properly insured. The Trustee may at any time or times surrender to any officer of the Company

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