

any of such policies upon the written request of such officer for their surrender and his written statement that they are needed by the Company in connection with insuring or keeping insured the mortgaged properties or premises. The Company agrees to redeposit such policies or to deposit other policies therefor with the Trustee in due course, if required by the Trustee. In case of loss or damage to the mortgaged properties or premises any appraisement, adjustment or settlement agreed upon between the Company and any insurer or insurance company may be consented to by the Trustee who shall be entitled to assume (whether or not it shall have any information or shall have made any investigation with respect thereto) that any such appraisement, adjustment or settlement is fair and proper and the Trustee shall be under no obligation to make any investigation with respect thereto, and shall in no way be liable for the collection of any insurance moneys.

491
SECTION 12. The Company and any subsidiary of the Company will at any and all times upon the written request of the Trustee permit the Trustee or any clerks, agents or accountants selected by the Trustee for that purpose to inspect its books, accounts, papers, documents and memoranda as well as its plants and other properties and to take from its books, accounts, papers, documents and memoranda such extracts as the Trustee or such clerks, agents or accountants may deem expedient, and will also furnish to the Trustee upon its request an accurate and complete detailed statement or list of all or any of the properties of the Company at any time subject to this Indenture. The Company and any such subsidiary will at any and all times upon the written request of the Trustee furnish to it in such manner and in such detail as may be reasonably required, a statement or statements in writing showing the financial condition of the Company or of such subsidiary. The Company will annually in due course file with the Trustee a statement of financial condition of itself and its subsidiaries as of the end of its fiscal year as prepared by certified public accountants satisfactory to the Trustee, and any statements referred to in this Section, when delivered to the Trustee, shall be kept on file at the office of the Trustee and shall be open for inspection by any holder or registered owner of any bond or bonds issued hereunder during usual business hours. The Company also covenants that it and its subsidiaries will keep proper books of record and account, in which full, true and correct entries will be made of all dealings and transactions of, or in relation to, the plants, properties, business and affairs of the Company and its subsidiaries.

SECTION 13. The Trustee shall have the right, in case the Company shall allow any of the liens or charges referred to in Sections 5, 6 or 7 of this Article and not permitted by this Indenture to remain unpaid after the same shall have accrued, to pay and discharge such lien or charge, and thereupon the Company hereby covenants and agrees upon demand to repay or cause to be repaid to the Trustee the amount so paid by it, with interest thereon at the rate of six per centum per annum, and the amount of any such payment made by the Trustee together with interest thereon shall until paid 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 bonds and coupons issued hereunder, but the Trustee shall not be under any obligation to make any such payment unless requested in writings 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 therefor; provided, however, that nothing contained in this Section shall authorize the Trustee to pay any claim or demand so long as the Company or the subsidiary company, as the case may be, in good faith and by proper legal or other proceedings shall contest the validity thereof or its superiority to or equality with the lien of this Indenture, as the case may be, unless, in the opinion of the Trustee, property subject hereto shall thereby be in