

owned by the Company.

SECTION 9. The Company covenants and agrees that whenever demanded by the Trustee it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, transfers and assurances for the better conveying, assuring and confirming unto the Trustee all and singular the premises and property hereby granted, bargained, sold, conveyed, assigned, pledged, mortgaged or intended so to be, or which the Company has herein covenanted and agreed thereafter to grant, bargain, sell, convey, assign, pledge or mortgage, as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this First Mortgage, and for securing the payment of the principal and interest of the bonds secured hereby. The Company further covenants and agrees that (except as herein otherwise provided) it will deliver to the Trustee all bonds and notes and certificates for all shares of stock, which shall be or become subject to the lien of this First Mortgage, according to the true intent hereof, and such instruments of assignment or powers of attorney as it is herein provided shall accompany such bonds, notes and certificates.

SECTION 10. The Company covenants and agrees to cause this First Mortgage, and every additional instrument which shall be executed pursuant to the provisions hereof, 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 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 as its interest may appear and, if so requested in writing by the Trustee, such policies 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) 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 First Mortgage 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 First mortgage 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 default of any insurance upon property of a subsidiary company as required by

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