ing of any lawful claims or demands for labor, materials, supplies or other objects which if unpaid might by law be given precedence over or parity with the lien of this Indenture as a lien or charge upon any of the mortgaged property or the income thereof, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same and will not suffer any other matter or thing whereby the lien hereby created might be impaired; *provided, however*, that nothing in this Section contained shall require the Company to observe or conform to any requirements of governmental authority or to pay, or cause to be paid or discharged, or make provision for, any such tax, assessment, claim, demand, prior lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, and the Company shall have set up appropriate reserves therefor, unless thereby any of the mortgaged property will be lost or forfeited; and *provided further*, that nothing in this Indenture contained shall prevent the Company from subjecting to any prior lien hereby permitted any property acquired as betterments, extensions, improvements, repairs, renewals, replacements, substitutions or alterations to, upon, for and of the property subject to such prior lien, but only to the extent that the after-acquired property or other provisions of such prior lien attach thereto.

The Company will duly and punctually perform all the conditions and obligations on it imposed by the terms of any lien that may hereafter be a prior lien on any of the mortgaged property to such extent as shall be necessary to keep the security afforded by this Indenture substantially unimpaired, and will not permit any default under any prior lien to occur and continue beyond the period of grace, if any, specified therein, if thereby the security afforded by this Indenture be materially impaired or endangered.

SECTION 4.06. That it will keep or cause to be kept all the insurable mortgaged property insured against fire and other risks to the extent usually insured against by companies owning and operating

similar property, by reputable insurance companies or, at the Company's election, with respect to all or any part of the mortgaged property, by means of an adequate insurance fund set aside and maintained by it out of its own earnings or in conjunction with other companies through an insurance fund, trust or other agreement (the adequacy of such insurance fund, trust or other agreement to be evidenced by a certificate, to be filed with the Trustee, of an actuary or other qualified person selected by the Company and satisfactory to the Trustee), the loss, if any, except to the person or property of others, and except as to merchandise, materials and supplies, and except any loss less than $50,000, to be made payable to the Trustee hereunder as its interest may appear and to be paid to the Trustee, to be held and applied as hereinafter provided (unless required by the terms of any prior lien to be paid to the trustee or other holder thereof). As soon as practicable after the execution of this Indenture, but not later than June 30, 1957, and thereafter once in each year, and at any other time upon the written request of the Trustee, the Company will furnish to the Trustee a certificate of the Company stating in substance that the Company has complied with all the terms and conditions of this Section and with the terms and conditions of any and all insurance policies, containing a statement of the insurance then in effect upon the property of the Company on a date therein specified (which date shall be within thirty (30) days of the filing of such certificate) and, except in respect of property insured by means of an insurance fund, trust or other agreement as permitted by this Section, showing the numbers of the policies of insurance in effect and the names of the issuing companies, the amounts and expiration dates of such policies, and the property covered by such policies; and, in case any of the property shall at the time be insured by means of an insurance fund, trust or other agreement, as permitted by this Section, the Company shall, at the time of furnishing each such certificate of the Company, also furnish to the Trustee a certificate, as described above, with respect to the adequacy of such insurance fund, trust or other agreement.