Trustee, where notices, presentations and demands to or upon the Company in respect of all Bonds or coupons or in respect of this Indenture may be given or made, other than by the Trustee, and the principal office of the Trustee shall be conclusively deemed to be the office or agency of the Company for such purposes, and the Company hereby appoints the Trustee its agent, on its behalf, to receive all such notices, presentations and demands.

§6.05. The Company will at all times protect its title to the mortgaged property and every part thereof against loss by reason of any foreclosure or other proceeding to enforce any lien thereon prior to the lien of this Indenture. The Company will duly pay and discharge, or cause to be paid and discharged, before they become delinquent, all taxes, rates, assessments and governmental and other charges lawfully levied and imposed upon the mortgaged property, including the franchises, earnings and business of the Company, and will duly observe and conform to all valid requirements of any governmental authority relative to any part of such property, and all covenants, terms and conditions under or upon which any part of such property is held; and the Company will promptly discharge any construction lien or judgment lien which may heretofore have been created or may hereafter be created on the mortgaged property. However, nothing contained in this § 6.05 shall require any such tax, assessment, lien or charge to be paid or any such requirement to be complied with so long as the validity thereof shall be contested in good faith, and, if necessary, by appropriate legal proceedings and provided such security for the payment thereof shall be given as the Trustee may require; or prevent the abandonment of any property as and to the extent permitted by § 9.02.

§ 6.06. The Company will,

(a) At all times cause all mortgaged property which is of a character usually insured by companies operating like properties, properly to be insured against loss or damage from such hazards and risks as are usually insured by companies operating like properties, to a reasonable amount in responsible stock companies, mutual companies, or reciprocal associations, but no particular hazard or risk need be insured, except to the extent of the

excess thereof, if any, over $50,000; but the Company may from time to time adopt another method or plan of protection against such loss or damage in substitution, or partial substitution, for the aforesaid insurance, but before any such other method or plan may be adopted by the Company, there shall be filed with the Trustee:

(1) An engineer's certificate, stating that, in the opinion of the signer, such method or plan of protection affords adequate protection to the Trustees and the trust estate against loss and damage from hazards and risks covered thereby, and does not lessen the protection against such loss or damage existing immediately prior to the adoption of such method or plan; and

(2) An officers' certificate setting forth the details of such method or plan;

(b) Cause all proceeds of insurance with respect to any particular loss of mortgaged property in excess of $50,000, which has been insured, to be made payable and to be paid to the Trustee, to be held and applied by the Trustee as a part of the trust estate;

(c) Cause all proceeds of any insurance payable directly to it to be applied to the replacement of, or improvements to, the mortgaged property or both; and

(d) At any and all times upon the written request of the Trustee, furnish to the Trustee an officers' certificate stating in substance that the Company has complied with all the terms and conditions of § 6.06(a) and § 6.06(b), and, except where another plan or method of protection has been adopted as permitted by said § 6.06(a), containing a detailed statement of the insurance then outstanding and in force provided for under said § 6.06(a), including the names of any insurance companies which have insured, the amounts thereof, the property, hazards and risks covered thereby, and name or names of the persons to whom losses are payable. The Trustee shall not be obligated to make any such request unless directed to do so by the holders of at least 25% in aggregate principal amount of the outstanding Bonds.

§ 6.07. The Company will at all times make or cause to be made such expenditures by means of renewals, replacements, repairs, main-