

First. The Gas Company shall and will pay all the taxes, rents, levies, or assessments, which are, or maybe legally imposed, levied, or assessed by the said city of Lawrence, the said county of Douglas, the state of Kansas, or the United States of America upon any, all, or either of the properties, franchises, rights, or privileges hereby conveyed.

The Gas Company further hereby agrees to keep its buildings, machinery and other property provided for use in connection with its plant and business of the character usually insured by gas light companies insured against loss by fire to the extent that such property is usually insured, the policies of insurance to be so drawn as to make the loss, if any, payable to the trustee hereunder, as its interest may appear, by check drawn to the order of the said Fidelity Trust Company. Provided always that in the event of any such loss, or damage by fire, said Gas Company, should it elect so to do, shall have the right to demand, by proper resolution by the board of directors, and receive from said Trust Company, trustee, as aforesaid, from time to time, such portions, or all of such insurance money as said Gas Company shall deem wise to invest in permanent improvements, or betterments, of its said property, or repairs of damages caused by fire, or replacement of buildings and machinery destroyed or injured. The certificate of the president or vice-president, and secretary, or treasurer, of the gas company, setting forth the necessity for such money and improvements, betterments, repairs, or replacements in which it is intended to be invested, shall be sufficient evidence upon which such insurance money shall be paid to the Gas Company by such trust Company in the amount so to be invested by the gas company as shown by such certificate, and such certificate shall constitute full protection to the trustee in making payment in accordance therewith, and the trustee shall not be required to see to the application of any part of the money so paid. No duty, in respect to insurance, or the form of policies, shall rest upon the trustee other than to receive such policies as may be handed to it by the Gas Company.

Second. If the said Gas Company, its successors or assigns, shall make default, or refuse, and neglect, or omit for ninety days after the same shall mature to pay the principal or any of the semi-annual interest coupons upon the said bonds, or any of them hereby secured when and as the same shall become due and payable, or shall make default, or refuse, neglect, or omit for six months after the same shall fall due to pay any taxes, assessments, rates, or