

MORTGAGE RECORD No. 79

(aa) The gross receipts of the Company from ~~whatsoever~~ source derived;
 (bb) Such part of the gross receipts as constitute gross earnings of the Company determined in accordance with properly established accounting practice;
 (cc) Rentals and royalties expressed to be payable in money and accruing during such period;
 (dd) The operating expenses and expenses of repairs and maintenance of the Company;
 (ee) Any income, corporate and property taxes and fees pertaining to such period;
 (ff) Reasonable allowance in accordance with established accounting practice for depreciation and depletion of the Company's properties;
 (gg) Allowance for amortization of any discount or expenses involved in the sale by the Company of the bonds issued hereunder;

(b) From time to time furnish to the Trustee such data as to the property and equipment of the Company (including descriptions, inventories and appraisals of all property of the Company and reports as to the physical condition and serviceability of such property) as the Trustee shall reasonably require.

The Company further covenants that all books, documents and vouchers relating to the property, business and affairs of the Company shall at all reasonable times be open to the inspection of the accountants, or other agents which the Trustee may from time to time designate. Nothing in this Section contained shall, however, impose any obligation upon the Trustee to request any such inspection of books, records or statements. The Trustee shall not be under any duty with regard to any statement, report, balance sheet, audit or other instrument filed with it pursuant to this Section, except that the Trustee shall, for a period of at least two (2) years after receiving such statement, report, balance sheet, audit, or other instrument, retain the same for the benefit of and proper inspection by the holders of bonds then outstanding hereunder.

Section 6. The Company covenants that it will at all times keep insured such of its buildings, tanks, holders, machinery, equipment and apparatus, as are usually insured by companies operating like properties, at the reasonable insurable value thereof, against destruction or damage by fire, explosion, tornado and other casualties usually insured against by companies operating similar properties; that all policies for such insurance shall be so drawn as to make loss thereunder payable to the Trustee hereunder; and that upon the written request of the Trustee hereunder such policies shall be deposited with it as additional security hereunder, provided, however, the Trustee shall be under no duty to make any such request. In the case of any loss covered by any such policy of insurance, any appraisal or adjustment of such loss and settlement and payment of indemnity therefor, which shall be agreed upon between the Company and any insurer or underwriter, and which, if such single loss is in an amount exceeding Five Thousand Dollars (\$5,000.00) shall be approved in writing by the Trustee, shall, upon the written request of the Company, be consented to and accepted by the Trustee. The Trustee shall be in no way liable for the collection of any insurance moneys in case of such loss or damage.

All insurance moneys received under any of the provisions of this Section shall be deposited with the Trustee and if the same shall not exceed the sum of Five Thousand Dollars (\$5,000.00) on a single loss, shall, after deducting therefrom the reasonable charges of the Trustee in connection with the collection thereof, be forthwith paid to the Company on its written order signed by its President or Treasurer, and if the same shall exceed such sum on a single loss, such moneys shall be held by the Trustee as part of the mortgaged property, and after deducting therefrom the reasonable charges of the Trustee in connection with the collection and disbursement of said moneys, may be withdrawn by the Company in the same manner as cash may be withdrawn under the provisions of Section 2 of Article V hereof for the purpose of making additions and extensions to the properties of the Company or may be applied on the order of the Company to the redemption of bonds of any one or more series in accordance with the provisions of Article VI hereof or shall be paid out from time to time for the purpose of paying the reasonable cost to the Company of repairs or replacements (which may include other property of equal value) of the property damaged or destroyed, upon the written order of the Company signed by its President or Treasurer, accompanied by a sworn statement of such officer stating:

(a) That such order is drawn for the purpose of paying the reasonable cost to the Company of repairs or replacements (which may include other property of equal value) of the property damaged or destroyed;

(b) That previous to such order sufficient work has been done and paid for or arranged to be paid for by or for the Company, or material furnished to and paid for or arranged to be paid for by the Company in connection with such repairs or replacements that after paying the amount required by said order, the amount remaining on deposit with the Trustee and available for application to such repairs and replacements is sufficient, in its opinion, fully to accomplish such repairs or replacements and pay for the same free from the liens of mechanics or materialmen or claims likely to ripen into such liens;

(c) That the Company is not in default under any of the covenants or agreements in this Mortgage contained.

provided, nevertheless, that prior to the withdrawal of any insurance moneys as in this Section provided, the Company shall furnish to the Trustee:

(A) A certificate of an engineer or other competent person (who may be an employee of the Company) satisfactory to the Trustee:

(aa) Estimating the reasonable cost of such repairs or replacements, and

(bb) Stating that in his opinion the mortgaged property upon the completion of such repairs or replacements will be worth not less than the mortgaged property prior to such loss or damage.

Any insurance moneys not withdrawn or paid out pursuant to the foregoing provisions within two (2) years from the date upon which the same shall have been received by the Trustee shall be used and applied for the redemption of bonds issued and outstanding hereunder by their terms redeemable on any date within a period of one (1) year from the date of the expiration of any such two (2) year period, in respective of series, in the manner set out in Article VI hereof, the bonds so to be redeemed being selected by the Trustee by lot from all such bonds outstanding.

Section 7. In case the Company shall fail seasonably to pay any rents, royalties, taxes, charges, assessments, insurance premiums or liens prior to that of this Mortgage, except in so far as such failure is expressly permitted by this Mortgage, on any part of the mortgaged property, the Trustee or the holder or holders of ten per cent (10%) in aggregate principal amount of the bonds issued and outstanding hereunder may pay the same or procure such insurance, without prejudice, however, to the rights of the Trustee or of the bondholders hereunder arising in consequence of such failure, and the Company covenants that it will repay to the Trustee, or to such bondholder or bondholders any and all sums of money which shall have been paid by them on account of any such rents, royalties, taxes, charges, assessments, insurance premiums or liens, with interest at the rate of eight per cent (8%) per annum, from the time of such payment or payments respectively until the repayment thereof, and the amount of any such payments for rents, taxes, charges, assessments, insurance premiums, royalties or other liens so made, with interest thereon as aforesaid, shall become so much additional indebtedness secured by this Mortgage, and shall be given preference in payment over any of such bonds and coupons, and shall be paid out of the proceeds of any sale of the mortgaged property, if not otherwise paid by the Company, but nothing in this Section contained shall obligate the Trustee to make any payment as herein provided unless indemnified to its, his or their satisfaction against the expense thereof, or furnished the means therefor.

Section 8. The Company further covenants that it will not, except with the written approval of an engineer approved by the Trustee (which engineer may also be an employee of the Company), sanction or permit any corporation of whose capital stock a majority shall at any time be pledged or deposited hereunder or subject to the lien of this Mortgage: (1) To sell or otherwise dispose of its plant or property or any part thereof except to the Company or to some other corporation of whose capital stock a majority shall then be pledged hereunder, or (2) to lease its plant or property or any part thereof except to the Company or any other corporation of whose capital stock a majority shall be pledged hereunder. Nothing in