

DOUGLAS COUNTY

the obligations, ~~the deposited cash shall in the case of any withdrawal~~ at any time be less than the amount of cash in lieu or for the withdrawal of which they were deposited, in either event the Company shall deposit hereunder with the Trustee cash sufficient to make up the deficiency; but the cash deposited to make up the deficiency in the market value of any obligations may at any time thereafter be withdrawn by the Company if at the time of withdrawal the market value of such obligations shall be not less than the amount of cash in lieu or for the withdrawal of which they were deposited. The Trustee shall collect from time to time all interest upon the deposited obligations as such interest matures and, so long as the Company shall not be in default hereunder, all such interest shall be paid by the Trustee to the Company as and when received. The proceeds of the sale of deposited obligations shall be paid out and applied by the Trustee in like manner and for like purposes as is provided in this Indenture in respect of the cash in lieu or for the withdrawal of which such obligations were deposited. The deposited obligations while held by the Trustee, and the proceeds of the sale thereof, until such proceeds are so paid out and applied, shall be part of the mortgaged property.

ARTICLE 111

Particular Covenants of the Company

The Company hereby covenants and agrees with the Trustees, and with the respective holders and owners of the bonds issued hereunder:

SECTION 1. That, except as to after-acquired property, it is lawfully possessed of the premises and property hereinbefore by it conveyed or transferred to the Trustees and has substantially good title thereto; that it has good right and lawful authority to mortgage the same, as provided in and by this Indenture; that said premises and property (excepting after-acquired property) are free from all liens and encumbrances for the payment of money or its equivalent, except (a) liens for taxes and assessments not due or, if due, in course of contest and secured by sufficient bond, (b) judgments in course of appeal or otherwise in contest and secured by sufficient bond and (c) any mortgage or deed of trust securing obligations for the payment or redemption of which the necessary funds have been deposited with the trustee or trustees under such mortgage or deed of trust or with the Trustee hereunder; and that so long as any of the bonds issued hereunder are outstanding, it will maintain and preserve the lien of this Indenture on the whole of the mortgaged property now owned or hereafter acquired, but subject, as to any after-acquired property on account of which bonds shall not have been authenticated hereunder, to the lien of any mortgage or deed of trust existing on any such after-acquired property at the time of its acquisition by the Company.

SECTION 2. That it will not issue, or permit to be issued, any bonds hereby secured in any manner other than in accordance with the provisions of this Indenture and the agreements in that behalf herein contained, and will not suffer or permit any default to occur under this Indenture, but will faithfully observe and perform all the conditions, covenants and requirements hereof obligatory upon it.

SECTION 3. That it will pay the principal of and interest on all the bonds duly issued hereunder, according to the terms thereof and of this Indenture; that so long as any of such bonds shall remain outstanding and unpaid, it will not directly or indirectly extend or assent to the extension of the time for the payment of any bond or interest coupon or claim for interest of or upon any such bond, and will not directly or indirectly be a party to any arrangement thereof, either by purchasing or re-funding or in any manner keeping alive such bond, interest coupon or claim for interest, or otherwise; that in case the payment of any such bond, interest coupon or claim for interest shall be so extended by or with or without the consent of the Company, then, anything in this Indenture contained to the contrary notwithstanding, such bond, interest coupon or claim for interest so extended shall not be entitled, in case of default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of all bonds and interest coupons and claims for interest as shall not have been so extended.

SECTION 4. That it will maintain, in each and every place where the principal of any outstanding bonds of any series issued hereunder may be made payable, an office or agency where notices, presentations and demands to or upon it in respect of said bonds may be given or made, and for the payment of the principal thereof; and it will also maintain an office or agency for the payment of interest in each and every place where the interest of any series of bonds issued hereunder may be made payable. From time to time the Company will file with the Trustee notice in writing of the location, and of any change in the location, of each such office or agency. In case the Company shall fail to maintain such office or agency or shall fail to give notice of the location or change of the location thereof, presentation and demand may be made, and notices may be served, upon the Company, at the principal office or place of business of the Trustee for the time being hereunder, but the Trustee shall be under no liability to the Company or to any other person or corporation in respect of any such presentation, demand or notice.

SECTION 5. That it will duly pay and discharge or cause to be duly paid and discharged, as the same shall become due and payable, all real estate and personal property taxes, water rates, assessments and governmental and other charges lawfully levied and imposed by the United States of America or by any state, county or municipality or by any governmental or taxing authority upon the mortgaged property, including the franchises, earnings and business of the Company; and that it will not make an assignment of its properties for the benefit of creditors, or consent to the appointment of a receiver of its properties, or file a petition for reorganization under the acts of Congress, as amended, relating to bankruptcy, or suffer itself to be adjudged a bankrupt, or suffer any mechanics', laborers', statutory or other lien which might or could be held to be prior to the lien of this Indenture to be created or to remain outstanding upon the property specifically described in this Indenture, or any part thereof, or upon any after-acquired property which shall be made the basis for the issue of bonds hereunder, provided, however, that nothing contained in this Article shall require the Company to pay or make provision for the payment of such tax, assessment, lien or charge so long as the Company in good faith shall contest the validity thereof and so long as such delay in payment shall not subject the property mortgaged hereunder, or any part thereof, to forfeiture or sale.

SECTION 6. That it will keep all the property of a character usually insured by companies similarly situated and which is at any time covered by this Indenture insured against loss or damage by fire, and to such amount as such property is usually insured by companies similarly situated, either by means of policies issued by reputable insurance companies, or, at the Company's election, 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 trust or other agreement, the loss, if any, to be made payable to the Trustee and to the trustee or trustees of any mortgages prior in lien to this Indenture on such property, as their respective interests may appear; that it will, in each year on or before April 1, deliver to the Trustee a statement of all such policies of insurance and/or certificates issued under such insurance trust or other agreement. If the total amount received by the Trustee upon all policies or certificates shall, in the case of any one loss, be less than the sum of ten thousand dollars (\$10,000), the amount shall be paid forthwith to the Company by the Trustee, to be used by the Company to pay for repairs or replacements of or substitutions for the injured or destroyed property, but the Trustee shall not be obligated to see to the application thereof; in all other cases the proceeds of any and all insurance on any part of the mortgaged property which may be received by the Trustee shall be held and disposed of pursuant to the provisions of Article IX of this Indenture.

In the event there are at any time outstanding any bonds or obligations secured by any mort-