

## MORTGAGE RECORD 85

## Section 10. Insurance of Mortgaged Property.

The Corporation will at all times so long as any of the bonds issued under this Indenture are outstanding and unpaid, keep or cause to be kept insured against loss or damage by fire or other casualty in a reasonable amount, all the property which is at any time covered by this Indenture and which is not fireproof and which is of a character usually insured by companies similarly situated. The amount of such insurance shall be not less than such amount as is usually carried by companies engaged in like business. Such insurance shall be maintained either by means of policies issued by reputable and responsible insurance companies or associations, or, at the Corporation's election, by means of an adequate insurance fund set aside and maintained by it out of its own earnings or surplus. Except as to property specifically excepted from the lien of this Indenture in the granting clauses hereof, and except as to any particular loss not exceeding Ten Thousand Dollars (\$10,000) in amount, the loss payable under any and all such policies (if any) shall be made payable to the Trustee hereunder, or to the trustee or other holder of any lien on such property prior to the lien of this Indenture, as its or their interests may appear. Such policies shall be delivered to the Trustee if the Trustee so requests.

The Corporation shall deliver to the Trustee on or before December 1, 1941, and on or before each December 1 thereafter, a certificate signed by the President of a Vice-President or the Secretary or an Assistant Secretary of the Corporation, stating that the Corporation has complied with the requirements of this Section 10 and listing any insurance policies under which such insurance is maintained and showing the amount of the insurance reserve fund (if any). The Trustee may accept and rely on such certificate and will not be liable for any action taken or suffered by it in good faith in reliance thereon.

The proceeds of any insurance on any part of the mortgaged property which may be received by the Trustee shall be held and applied by it as hereafter provided in Article VIII of this Indenture.

The Corporation covenants that all insurance moneys received by it on account of any loss not exceeding Ten Thousand Dollars (\$10,000) in amount, and not required to be paid to the Trustee, shall be applied forthwith to the rebuilding, renewal or replacement of the property destroyed or damaged.

## Section 11. Restriction on Dividends and on Certain Loans.

As long as any bonds remain outstanding under this Indenture the Corporation covenants that it will not declare or pay any dividends on its capital stock (other than regular dividends on its preferred and common stock paid on January 1, 1941), or purchase, redeem or retire any of its capital stock, except out of net earnings or surplus (or both) after proper reserve for depreciation, accumulated after January 1, 1941.

## Section 12. Maintenance of Office of Agency for Certain Purposes.

The Corporation will maintain an office or agency in the City of Boston, Massachusetts, for any bonds outstanding under this Indenture where notices, presentation and demands to or upon it with respect to this Indenture or to such bonds or the coupons appertaining thereto may be given or made. It will maintain an office or agency for the payment of the principal of and interest on any bonds at the time outstanding in any place or places where such principal or interest shall be payable. It will keep books for the registration and transfer of bonds at an office or agency in such place or places as are specified in such bonds, or in any indenture supplemental hereto with respect to any such bonds. Such books for registration and transfer of bonds shall be open to inspection by the Trustee at all reasonable times. The Corporation will lodge from time to time with the Trustee due notice of designation and of any change of any such office or agency. If the Corporation at any time fails to designate and maintain an office or agency for any purpose required to be maintained in the City of Boston, Massachusetts, then the principal office of the Trustee shall be conclusively deemed to be the agency of the Corporation in Boston for such purposes.

## Section 13. Right of Trustee to Make Advances and to Obtain Lien Therefor.

If the Corporation fails to perform any of the covenants for payment of sums referred to in Sections 5, 7 and 10 of this Article V, the Trustee (or any receiver appointed in any action or proceedings for the foreclosure hereof or for the enforcement of the rights of the Trustee or of the bondholders under this Indenture) may make advances to perform any of such covenants on behalf of the Corporation; and the Corporation hereby agrees to repay on demand all sums so advanced on its behalf, with interest at the rate of six per cent. (6%) per year; and all sums so advanced with interest as above stated shall be secured hereby and shall have the benefit of the lien created by this Indenture but shall be entitled to priority as to such lien over the indebtedness evidenced by the bonds and coupons issued hereunder. However, no such advance made under the provisions of this section shall be deemed to relieve the Corporation from any default hereunder.

## Section 14. Keeping of Proper Books of Account Open to Inspection by Trustee.

The Corporation will at all times keep or cause to be kept proper books of record and account in which full, true and correct entries will be made of all dealings or transactions in relation to the plants, properties, business and affairs of the Corporation. The Corporation will at any and all times, upon the written request of the Trustee, permit it or its clerks, agents or auditors, for that purpose duly authorized, to inspect the books, accounts, papers, documents and memoranda of the Corporation, as well as its plants and properties, and to take from its books, accounts, papers, documents and memoranda such extracts as may be deemed expedient. At any time upon the written request of the Trustee the Corporation will furnish to the Trustee a full and complete statement of the property covered or intended to be covered by the lien of this Indenture.

## Section 15. Subsequent Mortgages to be Expressly Made Subordinate.

In case the Corporation shall hereafter create any mortgage upon the property subject to the lien of this Indenture, or any part thereof, such mortgage shall be subject and shall be expressed to be subject to the prior lien of this Indenture for the security of all bonds then outstanding under this Indenture or thereafter to be issued hereunder. This provision shall not be deemed, however, to prevent the creation of purchase money mortgages on property hereafter acquired by it, subject to the provisions of this Indenture.

## Section 16. Payment of Taxes Imposed on Issue of Bonds.

Upon the issue of each and every bond secured by this Indenture the Corporation will pay all such United States Internal Revenue or other taxes (which may legally be paid by the Corporation) as may be imposed by any law of the United States of America, the State of Kansas, or of the Commonwealth of Massachusetts, then in force applicable to and imposed upon the issued of such bond, and as evidence of such payment the Corporation will cause to be affixed to this Indenture or to each bond issued hereunder and will cause to be duly cancelled all such Internal Revenue and other stamps required under any such law, and it will cause to be affixed to this Indenture or to each bond issued hereunder such statement or receipt as may be necessary to comply with all such laws then in force.

## Section 17. Bonds not to Be Issued Except in Accordance Herewith.

The Corporation will not issue, or permit to be issued, any bonds under this Indenture in any manner other than in accordance with the provisions of this Indenture and the agreements in connection therewith contained in this Indenture, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and of any and all indentures supplemental hereto.

## Section 18. Filling Vacancies in Office of Trustee.

Whenever necessary to avoid or fill a vacancy in the office of Trustee under this Indenture, the Corporation will appoint a Trustee in the manner provided in Section 22 of Article XI hereof.

## Section 19. Provisions Relating to Paying Agents.

(A) If a paying agent other than the Trustee be appointed, the Corporation will cause such paying agent to execute and deliver to the Trustee an instrument in which such paying agent shall agree with the Trustee (subject to the provisions of subdivisions (C) and (D) of this section) as follows:

(1) That such paying agent shall hold in trust for the benefit of the bondholders or the Trustee all