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Section 5.13. The Company covenants and agrees that it will cause all the mortgaged property which is of a character usually insured by companies similarly situated, to be kept insured to a reasonable amount against loss or damage by fire (which shall not be construed to include war, atomic energy, or other causes), either by insurance companies believed by the Company to be responsible or, in whole or in part at the Company's election, by means of an insurance fund created by the Company alone or by the Company in conjunction with other corporations or associations through a trust or other agreement; any loss, except \$5,000, to property expressly excepted from the lien of this Indenture and except any particular loss less than fifty thousand dollars (\$50,000), to be made payable (i) to the Trustee as its interest may appear or (ii) to the trustee or other holder of any prior lien (if required by the terms thereof) and to the Trustee, as their respective interests may appear. In case of payment to any such trustee or other holder of any prior lien the Company shall furnish the Trustee with the certificate of such trustee or other holder that it has received such proceeds. The proceeds of any insurance received by the Trustee pursuant to the provisions of this Section 5.13 shall, subject to the requirements of any prior lien, be applied by the Trustee as a part of the trust estate.

The Company covenants and agrees that it will on or before May 31 of each calendar year, beginning with the year 1947, furnish to the Trustee an officers' certificate stating in substance that the Company has complied with all the terms and conditions of this Section 5.13 and containing a statement of all such policies of insurance or certificates issued under such trust or other agreement then outstanding and in force upon the aforesaid property or any part thereof with respect to loss or damage by fire, including the names of any insurance companies which have issued the policies and the amounts and expiration dates thereof, and similarly describing the amount and character of any certificates issued under such trust or other agreement.

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Nothing herein contained shall be held to prevent the Company from discontinuing the operation of or reducing the capacity of any of its plants or properties, if in the judgment of the Company, it is no longer advisable to operate the same or to operate the same at its former capacity, as the case may be, or if the Company intends to sell or dispose of the same and within a reasonable time shall endeavor to effectuate such sale or disposition; nor shall anything herein contained be construed to prevent the Company from taking such action with respect to the use of its plants and properties as is proper under the circumstances, including the cessation or omission to exercise rights, permits, licenses, privileges or franchises which, in the judgment of the Company, can no longer be profitably availed of or exercised.

Section 5.15. The Company covenants and agrees that it will observe and perform all the conditions, covenants and requirements, on its part to be observed and performed, contained in this Indenture and in each and every Indenture supplemental hereto which may be executed and delivered by the Company to the Trustee.

Section 5.16. The Company covenants and agrees that, except in the manner and upon the terms in Articles VII and XIII hereof expressly authorized, it will not in any manner, whether by consolidation, merger, conveyance or otherwise, and whether or not expressly subject to the continuing lien hereof, dispose of the trust estate in whole or in part, or lease the trust estate as a whole or substantially as a whole.

Section 5.17. The Company covenants and agrees that:

(a) At any and all reasonable times, upon the written request of the Trustee, the Company will permit the Trustee, by its agents and attorneys, to examine all the plants, properties, books of account, records, reports and other papers of the Company and to make copies and extracts therefrom.

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So long as there are outstanding any bonds or obligations secured by a prior lien upon any part of the mortgaged property of the Company, if a check for the amount of any loss covered by any insurance policy or certificate respecting any property subject to any such prior lien (as to whether such property is subject to such prior lien, the Trustee may, subject to the provisions of Section 12.02 hereof, rely upon an opinion of counsel) is drawn payable to the order of the Trustee hereunder and the trustee or other holder of such prior lien, the Trustee hereunder shall, upon the written order of the Company, endorse said check without recourse and deliver the same to the trustee or other holder of such prior lien.

The Company covenants and agrees that it will cause all proceeds of any insurance payable directly to it to be applied to the repair and replacement of property damaged or destroyed, in respect of which the insurance proceeds were paid to the Company, or to the construction or acquisition of permanent improvements, extensions, or additions to the mortgaged property.

Section 5.14. The Company covenants and agrees that (i) it will maintain, preserve and keep the mortgaged property in a state of good repair, working order and condition and from time to time will make all necessary and proper repairs, renewals and replacements thereof, unless prevented from so doing by conditions beyond the control of the Company; (ii) it will not charge to its plant account any expenditures which are properly chargeable to maintenance or repairs, or to any other expense account in accordance with any system of accounting required by law to be followed by the Company or, in the absence of such requirement, in accordance with good accounting practice; and (iii) it will promptly classify as retired all property included in plant account (except property held for the purpose of sale or lease) which has permanently ceased to be used or useful in the Company's business.

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(b) The Company will file with the Trustee, within fifteen days after it is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents and other reports which the Company may be required to file with the Securities and Exchange Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (or copies of such portions thereof as may be prescribed by the Securities and Exchange Commission under the Trust Indenture Act of 1939); or, if the Company is not required to file with the Securities and Exchange Commission information, documents or reports pursuant to either Section 13 or Section 15(d) of the Securities Exchange Act of 1934, then the Company will file with the Trustee and will file with the Securities and Exchange Commission such of the supplementary and periodic information, documents and reports required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as an obligor having an Indenture qualified under the provisions of the Trust Indenture Act of 1939 shall then be required to furnish to the trustee under said Indenture and to file with said Commission by any rules and regulations prescribed by said Commission under the provisions of the Trust Indenture Act of 1939.

(c) The Company will file with the Trustee and with the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants, but no such certificate or opinion shall be required to be filed in periods not covered by annual reports required to be filed by the Company, in the case of conditions pres-