or incumbrance of any kind whatsoever, prior to the lien of this Indenture, upon the premises and property, or any part thereof, hereinbefore mortgaged, pledged, conveyed or assigned to the Trustees; that except as herein otherwise provided, they will not suffer any lien to be hereafter created or to exist upon the mortgaged and pledged property whether now owned or hereafter acquired, or any part thereof, or the income therefrom, prior to the lien of this Indenture, except the lien for current taxes, and within three (3) months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over this Indenture as a lien or charge upon the mortgaged and pledged property, whether now owned or hereafter acquired, or the income thereof, they will pay or cause to be discharged, or make adequate provision to satisfy or discharge the same; provided, however, that nothing in this Indenture contained shall require the Corporations to observe or conform to any requirements of governmental authority or to cause to be paid or discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by necessary and appropriate legal proceeding, and provided notice thereof in writing is given by the Corporations to the Corporate Trustee and that such security for the payment of such lien or charge shall be given as the Corporate Trustee may require, and provided further, that nothing herein contained shall prohibit the Corporations from acquiring or holding property subject to easements, conditions, or restrictions not materially impairing its usefulness in the Corporations' business; and that, save as

aforesaid, or as otherwise herein expressly provided, they will not suffer any matter or thing whereby the lien hereof might or could be impaired.

Section 3.05. That they will, at all times hereafter and until the principal and interest of all Bonds that may be issued hereunder shall be fully paid, keep all the properties of a character usually insured by institutions similarly situated which are at any time affected by this Indenture, and during the course of their construction, insured in responsible insurance companies, approved by B. C. Ziegler and Company, West Bend, Wisconsin, and approved by the Corporate Trustee, against loss by fire with extended coverage to the extent of at least eighty per cent (80%) of their full insurable value, loss, if any, on any property affected by this Indenture, to be payable to the Corporate Trustee hereunder as its interest as Trustee may appear. That they will deposit and keep on deposit with the Corporate Trustee so long as any of the Bonds are outstanding and unpaid, all policies of insurance or renewals thereof carried by them pursuant to the provisions of this Article on property affected by this Indenture.

In the event of loss covered by insurance, if the total amount received by the Corporate Trustee upon all policies shall, in the case of any one loss, be Ten Thousand Dollars ($10,000.00) or less, the amount shall be paid forthwith to the Corporations by the Corporate Trustee to be used by the Corporations to pay for replacements of or substitutions for the injured or destroyed property, but the Corporate Trustee shall not be obliged to see to the applica-