

Subsidiaries in good faith shall contest the validity thereof, and if required shall furnish to the Mortgagee such bond or amendment as the Mortgagee may require if forfeiture is, in the opinion of the Mortgagee, likely to result from such failure to make any such payment while the Company or a Subsidiary may contest the validity thereof.

(d) The Company and each of the Subsidiaries will at their own cost and expense do, or cause to be done, all things necessary to preserve, maintain and keep in good repair, working order and condition, all the premises and property at any time subject to the lien of this Indenture, and from time to time will make and cause to be made all needful and proper repairs, replacements and renewals thereto, provided, however, that nothing herein contained shall be construed to require the Company to maintain any property or equipment, the utility or value of which shall, in the opinion of the Boards of Directors of the Company or of the particular Subsidiary have been exhausted. The Company and each of the Subsidiaries will do, or cause to be done, all things necessary to preserve and maintain and keep valid the lien and encumbrances hereby created. The Company and each of its Subsidiaries will maintain, preserve and cause to be extended and continued all of its rights, corporate existence and corporate rights, franchises, powers and privileges granted by law or otherwise to any of them until such time, in the case of each Subsidiary, as the same may be dissolved and its assets conveyed to the Company. The Company and each of its Subsidiaries will duly and faithfully perform all of the terms, provisions and obligations of any lease or leasehold interest subject to the lien hereof and suffer no default thereunder.

(e) The Company and each of its Subsidiaries will keep such of the mortgaged and pledged property as are of a character usually insured by companies similarly situated adequately insured against loss or damage by fire or other casualty, or other risk against which insurance is usually carried by companies of similar nature and character by a reputable insurance company or companies or reciprocal associations, any loss in respect to any of the mortgaged or pledged property so insured, to be made payable to the Mortgagee, the Bank and Cities Service as their respective interests may appear. Should the Company or any Subsidiary fail to effect or maintain insurance, as herein provided, or should the Mortgagee at any time notify the Company or any Subsidiary in writing that it disapproves of any insurer with which any of such insurance has been placed, and the Company fails to replace such insurance with an insurer acceptable to the Mortgagee, the Mortgagee may itself effect insurance or partial insurance thereon, and the cost of any new or additional insurance so effected by the Mortgagee shall be reimbursed to the Mortgagee forthwith upon demand, together with interest at the rate of six per cent (6%) per annum from the date of payment therefor, and as security for such reimbursement the Mortgagee shall have the benefit of the lien hereby created.

(f) The Company will cause this Indenture and all Indentures and instruments supplemental hereto to be promptly recorded and filed and to be kept and recorded and filed in such manner and in such places as required by law in order to make effective the lien intended to be created hereby and to maintain the lien hereof.

(g) The Company will duly and punctually perform each and every term, covenant and provision hereof. So long as any of the indebtednesses hereby secured or intended so to be shall remain unpaid, the Company will pay no dividend on its capital stock which shall exceed, with other dividends paid from and after June 1, 1946, twenty-five per cent (25%) of its net income available for dividends from and after June 1, 1946, after provision for all taxes, including income and profits taxes, and all as determined in accordance with generally accepted accounting practices, and the Bank, the Mortgagee, or Cities Service may require and order at