

be requested by the Trustee, and will make all such policies payable to the Trustee in case of loss, and deposit all policies with the Trustee. If, in the opinion of the Trustee, any Insurance Company in which such insurance is effected, is not good and responsible, or if in the opinion of the Trustee, the form of the policy is not satisfactory, then and in equal event, the Trustee may require new policies to be taken out in lieu thereof, and the Party of the First Part agrees in such event to promptly obtain such new policies acceptable to the Trustee and to keep the same in force, and in default of its so doing, the Trustee may at his option, effect such insurance. The Proceeds of any loss shall be paid to the Trustee, and shall be used by the Party of the First Part, under direction of the Trustee, in the restoration of the property destroyed or damaged. If the proceeds of any loss be not sufficient to wholly repair or restore the property damaged or destroyed, said Party of the First Part covenants to supply the amounts required to make up any deficit, from time to time. In the event that the proceeds be more than sufficient to so repair and restore the property so damaged or destroyed, then such excess shall be paid to the Party of the First Part. In the event of damage or destruction of the property under such policies, said Party of the First Part shall have the right and privilege to remodel, alter or change the property destroyed and apply such proceeds towards the cost thereof, provided, however, that the property so substituted altered, or remodeled, shall be of at least equal value to the property damaged or destroyed. If the damage or destruction shall be other than a Minor Loss, then the repairs or restoration shall be made under the supervision of an Architect satisfactory to the Trustee, and the proceeds of the loss paid upon proper certificate of said Architect, as the work progresses. If the loss be a Minor Loss, then the Party of the First Part and the Trustee shall agree as to the manner of repairing or remodeling the same and payment therefor. In case of any loss covered by any policy of insurance, any appraisement or adjustment of such loss settlement or payment of indemnities therefor which may be agreed upon between the Party of the First Part and any insurance company, may be consented to and accepted by the Trustee, but said Trustee shall in no way be liable or responsible for the collection of any insurance in case of any loss.

ARTICLE THIRD: The said Party of the First Part covenants faithfully to pay the principal sums of said bonds when the same become payable according to the tenor thereof, together with the interest coupons thereon, upon presentation and surrender of such coupons and bonds, respectively, and covenants well and truly to perform according to the true intended meaning thereof, all other covenants by it in this Indenture made, or stipulated herein on its part to be kept and performed.

ARTICLE FOURTH: The Party of the First Part covenants that it will upon request of the Trustee do and perform all acts necessary and proper to keep valid the lien hereby created or intended to be created, and that it will upon demand of the Trustee, at any time hereafter, as often as may be necessary, make, execute, and deliver to said Trustee any other or further deed or deeds, conveyance or conveyances, or assurances said Trustee may reasonably demand for the purpose of carrying into full effect the objects and purposes of this Indenture.

ARTICLE FIFTH: If the Trustee, as he is hereby authorized at his discretion to do, advances or expends money, either for premiums for insurance or to save any property hereby conveyed from sale or forfeiture for taxes or assessments, or to redeem the same from such sale, or to purchase any tax, title or claim thereon, or to remove any mechanic's lien or encumbrances thereon having priority over this Indenture, or in defending any suit in