

16. Insurance--Fire, etc. The Company will keep or cause to be kept all of its property, whether or not covered hereby, which is of a character usually insured by companies similarly situated, insured by reputable insurance companies or associations against loss or damage by fire and such other hazards and risks as are customarily insured against by companies similarly situated, in such manner and in such amounts (but, in any event, in amounts satisfactory to the Trustees) as such property is usually insured by companies similarly situated; any one loss (whether payable by one or more insurers) in excess of \$10,000 to be made payable to the Trustees under the standard form of mortgagee clause where available. Any amounts payable to the Trustees hereunder shall be applied by them either to the restoration and repair of the mortgaged property or on account of the Notes, as may be determined by the holders of 75% of the principal amount of the Notes outstanding. Within 60 days after the end of each fiscal year, the Company will furnish to the Trustees a certificate, signed by one of its executive officers, listing the policies of insurance outstanding and in force upon the mortgaged property, or any part thereof, the names of the insurance companies which have issued the policies, the payee or payees thereunder, the amounts thereof, the risks insured against, and the property covered thereby.

17. Loan Agreement. The Company will strictly comply with all the terms, covenants and conditions on its part to be performed under the Loan Agreement.

#### DEFEASANCE

This conveyance is made upon this special trust, that if the Company, its successors or assigns, shall pay the Notes in full, in accordance with the terms and conditions of the