

(c) The Company shall not take out any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section, unless such insurance complies in all respects with the requirements of this Section. The Company shall immediately notify the Trustee whenever any such separate insurance is taken out, specifying the insurer and full particulars as to the policies evidencing the same, and shall deliver to the Trustee certificates of insurers evidencing such insurance.

(d) The Company will, within 30 days of the date of the delivery of this Indenture, deliver, or cause to be delivered, to the Trustee all policies of insurance (or certificates of the insurers under such policies evidencing the same) as may be required, pursuant to this Indenture, to be maintained, or to be caused to be maintained, by the Company, and thereafter, within 10 days of the issuance of any additional policies or amendments or supplements to any of such policies, the Company will deliver, or cause to be delivered, the same (or certificates of the insurers under such policies evidencing the same) to the Trustees.

Section 3.10. Advances by Trustee. If the Company shall fail to perform or cause to be performed any of the covenants contained in Section 3.3, 3.8 or 3.9, the Trustee may make advances to perform the same in its behalf (but shall not be obligated to do so unless requested in writing by the registered owners of 16% in principal amount of the Notes outstanding and furnished with funds for the purpose), and all sums so advanced shall be secured hereby prior to the Notes; and the Company will repay on demand all sums so advanced on its behalf with interest at the rate of 9 1/4% per annum (or at the highest rate not prohibited by applicable law, whichever is less).