

In case any such Officer's Certificate shows a Maintenance Deficit, the Mortgagor shall either (i) immediately apply an amount equal to the largest integral multiple of \$1,000 which equals or is less than the amount of such Maintenance Deficit to the prepayment of the notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment), or (ii) immediately deposit the amount of such Deficit in a bank or banks satisfactory to both of the Mortgagees to be held by such bank or banks in a Restricted Maintenance Fund in trust for the benefit of the noteholders pursuant to a trust agreement satisfactory to the Mortgagees; provided, however, that, at the direction or with the approval of the Government, the Mortgagor may cause funds held in such Restricted Maintenance Fund to be applied to the making of expenditures for maintenance, renewals and replacements of the Mortgaged Property and provided, further, however, that in the event that there shall have been a balance in said Restricted Maintenance Fund at the end of each of two such consecutive reporting periods, either Mortgagee may thereafter cause the funds held therein to be applied as provided in clause (i) above.

In case any such certificate shows a Maintenance Credit, the Mortgagor may withdraw the amount of such Maintenance Credit from said Restricted Maintenance Fund to the extent that there is an accumulated balance therein, and the Mortgagees, as agents of the noteholders, shall in such case cause such withdrawal to be permitted.

The amount of any Maintenance Credit not utilized to reduce a Maintenance Deficit or so withdrawn from the Restricted Maintenance Fund shall be available until utilized for such purposes.

The Mortgagor agrees that it will, within five months after the close of each calendar year during the term of this Mortgage (other than during years in which an Officer's Certificate is required to be furnished pursuant to the seventh paragraph of this subsection (b)), furnish to the Mortgagees an Officer's Certificate, setting forth separately and in reasonable detail the amounts described in clauses (1) and (2) of said paragraph for the preceding calendar year.

SECTION 7. Except as specifically authorized in writing in advance by the Government and the Bank, the Mortgagor will purchase all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property outright, and not subject to any conditional sales agreement, chattel mortgage, bailment lease, or other agreement reserving to the seller any right, title or lien. The Mortgagor will not, without the approval in writing of both the Mortgagees, become or be obligated under Long-Term Leases for the rental from others of Restricted Property if the aggregate amount of rentals thereunder accrued or which may accrue during any period of 12 calendar months shall exceed 2% of the Equity of the Mortgagor at the time any determination of such rental obligations is made hereunder. As used herein, the term "Equity" shall have the meaning assigned to it in section 16 of this article II. "Long-Term Leases" shall mean leases having unexpired terms (taking into account terms of renewal at the option of the lessor, whether or not such leases have theretofore been renewed) of more than 12 months, and "Restricted Property" shall mean all properties other than automobiles, trucks, trailers, tractors, other vehicles (including without limitation aircraft and ships), office, garage and warehouse space and office equipment (including, without limitation, computers).

SECTION 8. (a) The Mortgagor will take out, as the respective risks are incurred, and maintain the following classes and amounts of insurance: (1) fidelity bonds covering each officer and employee of the Mortgagor in not less than the following amounts, based on the estimated annual gross revenues of the Mortgaged Property:

Annual Gross Revenue		Amount of Coverage
Less than	\$200,000	\$10,000
\$200,001	to 400,000	20,000
400,001	to 600,000	40,000
600,001	to 800,000	60,000
800,001	to 1,000,000	80,000
	over 1,000,000	100,000

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