

Section 8. Construction of Improvements. Issuer covenants and agrees to construct and erect all buildings and other improvements (and to complete such construction and erection on or prior to September 1, 1980), upon the Property hereinbefore described. The Issuer expressly covenants fully to pay for said building, and all bills or claims contracted or incurred in connection with the erection, construction and equipment thereof.

Section 9. Restriction of Sales. The Issuer covenants and agrees that it shall not sell, lease, transfer or convey the Premises or any part thereof, nor shall it enter into any consolidation or merger without the prior written consent of the Trustee.

ARTICLE V.

LOSS AND CONDEMNATION

In the case of any loss to the premises covered hereby, which loss is covered by insurance, or the taking by any governmental authority or purchase in lieu thereof pursuant to the power of eminent domain, the insurance monies or condemnation award shall be payable to Trustee, and the Trustee shall be entitled to have and receive the same. Any such funds may, in the discretion of the Trustee, be used for restoring or replacing the Premises and if not so used, shall be paid by the Trustee into the sinking fund to be invested in such manner as the Trustee deems proper, including purchase or payment under call of the bonds secured hereby. Any such fund not used for restoring the Premises or reducing the amount of the indebtedness secured hereby shall constitute and be a part of the Premises and be held for the equal and ratable security of the holders of the bonds outstanding hereunder.

ARTICLE VI.

DEFAULT IN THE PAYMENT OF TAXES

ASSESSMENTS OR INSURANCE PREMIUMS

Should Issuer default in the payment of any taxes, assessments, insurance premiums, or any claim, lien or encumbrance prior to or in parity with the lien of this Indenture or to keep the Premises in repair, then to the extent of funds held by Trustee in the sinking fund, Trustee may, and, if funds thereof are furnished by a bondholder or bondholders, then the Trustee shall pay and discharge such taxes, assessments, claim, lien or encumbrance and make such repairs as it reasonably deems desirable, and the amount paid therefor shall constitute a further lien and shall be secured hereby and shall be due and payable forthwith and shall bear interest at the rate of ten percent per annum from the date of such payment and until repayment thereof.