

Section 3. Insurance. Issuer covenants to keep the buildings and permanent fixtures, furniture, equipment and personal property, now and at any time hereafter situated on the Premises insured by insurers, against loss or damage by fire and against loss or damage by windstorm in amounts equal to at least 80% of full insurable value thereof and to cause all policies of insurance to be made payable jointly to the Issuer and to the Trustee to the extent of the indebtedness owing and unpaid hereunder, and to deliver the policies of insurance or copies thereof as they are from time to time written to the Trustee if he requests them. Trustee shall be furnished copies of such policies upon the execution hereof, which policies shall provide for ten (10) days written notice to the Trustee prior to cancellation.

Section 4. Taxes and Assessments. Issuer covenants that it will pay and discharge, as the same from time to time becomes due and payable, all taxes and assessments, including assessments for special benefits, which by any competent taxing or assessing authority may be assessed or levied on the Premises, or any part thereof.

Section 5. Maintenance of Improvements. Issuer agrees to keep up and maintain the buildings, structures and improvements on the Premises in good order and condition; to make all necessary repairs, renewals and replacements, and not to suffer or permit any waste or damage thereto. Issuer covenants and agrees that any permanent fixtures which are placed or installed upon the Premises shall, for the purposes of this Indenture, be considered as part of the realty and inure to the benefit of the bondholders secured hereby.

Section 6. Recording of Trust Indenture and Payment of Recording Fees and Taxes. The Issuer covenants and agrees to cause this Indenture to be duly recorded in the appropriate real property records of the political subdivision and state in which the real property described in Exhibit "B" is located, and to pay costs of recording this Indenture and any taxes upon the bonds which may be assessed.

Section 7. Issuer's Records. Issuer covenants and agrees that it will at any time and from time to time permit the Trustee and its agents or accountants to have access to and to inspect and make extracts from, the Issuer's books, accounts, papers, documents and memoranda pertinent to any of the covenants, conditions and agreements of this Indenture in respect of the bonds secured hereby or of any of the Premises.

Section 8. Restriction of Sales. The Issuer covenants and agrees that it will not sell, lease, transfer nor convey the Premises described in Exhibit "B" or any part thereof except in the interest of the bondholders, nor shall it enter into any consolidation or merger unless it is the best interest of the Issuer and bondholders.

ARTICLE V

LOSS AND CONDEMNATION

In the case of any loss to the Premises 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 jointly to the Issuer and the Trustee. Any such funds may, in the discretion of the Issuer, be used for restoring or replacing the Premises and if not so used, shall be deposited into the sinking fund to call early bonds secured hereby. Any such funds 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 in the sinking fund, or if funds thereof are furnished by a bondholder(s), the Trustee may pay and discharge such

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