

of the Company to the one making the advancement, which amounts, together with interest thereon at the Default Rate (defined in Section 3 hereof), from the date of such advancement until paid, the Company agrees to pay upon demand.

8. Damage and Destruction. If prior to payment in full of the Bonds (or provision for payment thereof in accordance with the Indenture) the Project is damaged by fire or other casualty to such extent that the claim for loss (including any deductible amount with respect to any insurance pertaining thereto) resulting from such damage is not greater than \$10,000, the Company agrees to (i) promptly repair, rebuild or restore the property damaged to substantially the same condition as existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution or addition of other property) as may be desired by the Company and as will not impair the effective use of the Project and (ii) apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses, as well as any additional funds of the Company or any of them necessary therefor. All Net Proceeds of insurance resulting from claims for such losses not in excess of the amount hereinabove specified in this Section shall be paid to the Company.

If prior to full payment of the Bonds (or provision for payment thereof in accordance with the Indenture) the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is in excess of the amount specified in the preceding paragraph, the Company shall promptly give written notice thereof to the Trustee.

In the event such damage or destruction results from an uninsured casualty, the Company agrees to promptly repair, rebuild or restore the property damaged or destroyed at its own expense to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution or addition of other property) as may be desired by the Company which will not impair the effective use of the Project, paying when due all claims for labor performed and materials furnished in connection therewith.