

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 therefore 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.

ARTICLE VII

DEFAULT AND REMEDIES

Section 1. Events of Default. Should an event of default occur, Trustee shall be entitled to exercise one or more of the remedies provided herein which remedies shall be cumulative. For purposes hereof, an event or default shall include the following:

(a) Failure or refusal of Issuer to pay when due and payable the principal of any of said bonds as such principal matures, the semi-annual interest on any of the bonds or any weekly sinking fund payment.

(b) Failure or refusal of Issuer to pay any taxes, assessments, insurance or claims, liens or encumbrances prior to or in parity with the lien of this Indenture, or to keep the Premises in repair.

(c) Should Issuer make any assignment for the benefit of creditors, or should a receiver, liquidator, or Trustee of Issuer or of any of Issuer's property be appointed, or should any petition for the bankruptcy, reorganization, or arrangement of Issuer be filed, or should Issuer be adjudicated a bankrupt or insolvent, or should Issuer be liquidated or dissolved, or its charter expire or be revoked.