

THE COMPANY COVENANTS THAT IT WILL PROMPTLY PAY THE PREMIUMS FOR SUCH INSURANCE, AS THE SAID PREMIUMS SHALL ACCRUE.

SECTION 10. THE COMPANY AGREES THAT IT WILL AT ALL TIMES DURING THE EXISTANCE OF ANY INDEBTEDNESS SECURED HEREBY, PROVIDE AND MAINTAIN IN FULL FORCE AND EFFECT POLICIES IN GOOD AND RELIABLE INSURANCE COMPANIES APPROVED BY THE TRUSTEE, FOR THE INSURANCE TO THE FULL INSURABLE VALUE AGAINST LOSS BY FIRE OR MARINE HAZARD, OF ANY AND ALL VESSELS, SHIPS AND BOATS OWNED, MAINTAINED OR OPERATED BY THE COMPANY TOGETHER WITH ANY AND ALL CARGOES THEREON, ALL OF WHICH POLICIES SHALL BE DEPOSITED WITH THE TRUSTEE, THE COMPANY COVENANTS THAT IT WILL PROMPTLY PAY THE PREMIUM FOR SUCH INSURANCE AS THE SAID PREMIUMS SHALL ACCRUE.

SECTION 11. THE COMPANY COVENANTS THAT IT WILL DELIVER TO THE TRUSTEE ALL INSURANCE POLICIES PROVIDED FOR IN THIS INDENTURE AND EVIDENCE THAT THE PREMIUMS THEREFOR HAVE BEEN PAID, AND IT IS EXPRESSLY AGREED THAT IN CASE OF ANY LOSS UNDER ANY SUCH POLICY OF INSURANCE THE TRUSTEE MAY ADJUST, COLLECT AND RECEIPT FOR ALL SUMS PAYABLE THEREUNDER, AND IN ITS DISCRETION MAY COMPROMISE ANY AND ALL CLAIMS ARISING UNDER SUCH POLICY OR POLICIES; PROVIDED, THAT BEFORE CONCLUDING ANY SAID PROPOSED COMPROMISE, THE TRUSTEE SHALL NOTIFY THE COMPANY THEREOF, AND IF THE COMPANY SHALL PAY TO THE TRUSTEE THE AMOUNT OF MONEY PROPOSED TO BE ACCEPTED BY IT

UPON SUCH COMPROMISE, ALL MATTERS RELATIVE TO ADJUSTMENT OF SUCH LOSS SHALL BE SUBJECT TO THE EXCLUSIVE CONTROL OF THE COMPANY, ALL MONEYS RECEIVED BY SAID TRUSTEE UNDER SUCH POLICIES ON ACCOUNT OF LOSS BY FIRE OR MARINE HAZARD OF PROPERTY INCLUDED IN THE LIEN OF THIS DEED OF TRUST SHALL BE APPLIED BY THE TRUSTEE TO THE REDEMPTION OF BONDS, AS PROVIDED IN ARTICLE III HEREOF, UNLESS, WITHIN NINETY (90) DAYS AFTER SUCH LOSS THE COMPANY SHALL GIVE WRITTEN NOTICE TO THE TRUSTEE OF THE COMPANY'S DESIRE AND INTENTION TO REPAIR, REBUILD OR RESTORE THE PROPERTY DAMAGED OR DESTROYED. UPON SUCH NOTICE <sup>DULY</sup> GIVEN AND UPON IT APPEARING TO THE SATISFACTION OF THE TRUSTEE THAT THE PROPOSED REPAIR, REBUILDING OR RESTORATION WILL RESULT IN FULLY RESTORING THE PHYSICAL CONDITION, VALUE AND CAPACITY OF THE PROPERTIES DAMAGED OR DESTROYED, THE COMPANY SHALL BE ENTITLED, IN THE ABSENCE OF ANY DEFAULT ON THE PART OF THE COMPANY, TO HAVE SAID FUNDS REALIZED FROM SUCH INSURANCE HELD BY THE TRUSTEE FOR THE PURPOSE OF BEING APPLIED IN DEFRAYING THE EXPENSES OF SUCH REPAIR, REBUILDING OR RESTORATION. THE RIGHT OF THE COMPANY, HOWEVER, TO RECEIVE SAID MONEYS, OR DEMAND THAT THE SAME BE DISBURSED FOR REPAIR OR RESTORATION SHALL NOT BE COMPLETE UNTIL THE TRUSTEE SHALL BE SATISFIED THAT THE PHYSICAL CONDITION OR EFFECTIVE CAPACITY AND VALUE OF THE PROPERTY AFTER SUCH REBUILDING, REPAIR OR RESTORATION WILL BE AT LEAST EQUAL TO ITS PHYSICAL CONDITION AND EFFECTIVE CAPACITY AND VALUE IMMEDIATELY PRIOR TO ITS BEING SO DAMAGED OR DESTROYED, NOR UNTIL THE COMPANY SHALL HAVE FURNISHED EVIDENCE TO THE TRUSTEE THAT ALL BILLS FOR LABOR AND MATERIAL IN EFFECTING SUCH REPAIR, REBUILDING OR RESTORATION HAVE BEEN PAID IN FULL, EXCEPT SUCH AS WILL BE PAID BY USE OF THE INSURANCE MONEY SO HELD, AND THE TRUSTEE MAY REQUIRE INDEMNITY BOND OR OTHER ASSURANCE SATISFACTORY TO IT THAT THERE WILL BE LEFT OUTSTANDING NO LIENS OR CLAIMS UPON THE SAID PROPERTY BY REASON THEREOF.

SECTION 12. THE COMPANY AGREES THAT IT WILL AT ALL TIMES DURING THE EXISTANCE OF ANY INDEBTEDNESS SECURED HEREBY, WHILE THERE ARE ANY BUILDINGS OR IMPROVEMENTS UPON ANY OF THE REAL PROPERTY HEREINABOVE DESCRIBED, KEEP AND MAINTAIN INSURANCE TO MAKE GOOD THE LOSS OF THE USE AND OCCUPANCY OF SAID BUILDINGS CAUSED BY FIRE, TO THE FULL REASONABLE VALUE OF SUCH USE AND OCCUPANCY. THE INSURANCE IN EACH CASE