

building, or restoration will result in restoring the physical condition, value and capacity of the properties damaged and destroyed to its prior usefulness, the Company shall be entitled to have said funds realized from such insurance held by the Trustee for the purpose of being applied in defraying the expenses of such repairs, rebuilding or restoration. The right of the Company, however, to receive said money, or demand that the same be disbursed for repairs, rebuilding 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~~ 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 assurance satisfactory to it that there will be left outstanding no liens or claims upon said property by reason thereof.

Section 14. The Company covenants that it will not directly or indirectly extend or consent to the extension of the time of payment of any coupons by purchasing or refunding of such coupons, or by any other arrangement for such extension. Any Coupons, the time of payment of which shall have been attempted to be so extended, shall not be entitled to the benefit of this indenture, except subject to the prior payment in full of the principal and interest of all debenture bonds issued and outstanding hereunder.

Section 15. The Company agrees that it will at all times during the existence of any indebtedness secured hereby, actively conduct and prosecute all of its business in an efficient manner and will keep any and all buildings constructed or which may be constructed upon any portion of the real property hereinabove described, including warehouses, wharves, docks, fish traps, stations, net racks, and net stations, vessels, ships and boats, in first class repair, and that it will maintain in good and efficient operation all engines, boilers, machinery, plumbing, electric power and light fixtures, whether the same shall be situate and located in buildings or on vessels, ships or boats, and will from time to time make such renewals thereof as will be sufficient to maintain the same in first class condition.

ARTICLE III.

REDEMPTION OF DEBENTURE BONDS

Section 1. The Company shall have the right to pay into the sinking funds in the hands of the Trustee any amount of money for the redemption of debenture bonds up to the amount of debenture bonds then outstanding. At any time when there is in excess of \$5000.00 in said sinking fund the Trustee shall give notice of its intention to redeem debenture bonds, secured under this trust indenture, by a publication thereof once each week for two weeks in two daily newspapers of general circulation, one published in Portland, Oregon, and the other in San Francisco, California. Such published notices shall state the amount of the sinking fund available for redemption purposes and invite tenders of sale of debenture bonds to Trustee; it shall state the date on which the tenders will be received, and on that date the Trustee shall purchase from the available money in the sinking fund such of the debenture bonds as may be offered at the lowest price less than par; if an excess of debenture bonds is offered at the same price and below par, then debenture bonds shall be selected by the Trustee by lot. Should no tenders be received at less than par, or if the available tenders are less than the funds available, then the balance of the available funds shall be used