

incident to the preparation, execution and acknowledgment of this Indenture, and of any instrument of further assurance, and all federal or state stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture and such instrument of further assurance.

SECTION 3.06. Further Assurances; After-Acquired Property. (a) The Company will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Trustee reasonably may require for the better assuring, conveying, mortgaging, assigning, affecting, specially hypothecating and confirming unto the Trustees all and singular the Trust Estate, as now or hereafter constituted.

(b) All right, title and interest of the Company in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, each Property or any part hereof, hereafter constructed or acquired by the Company, immediately upon such construction or acquisition, and without any further mortgaging, conveyance or assignment, shall become and be part of such Property and the Trust Estate and shall be subject to the lien of this Indenture as fully and completely, and with the same effect, as though now owned by the Company, but at any and all times the Company will execute and deliver to the Trustees any and all such further assurances, mortgages, conveyances or assignments thereof and other instruments with respect thereto as the Trustee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Indenture.

SECTION 3.07. Maintenance of Trust Estate. The Company will, at all times, maintain, preserve and keep, or cause to be maintained, preserved and kept, the Trust Estate and every part thereof in good repair and operating condition so that the business carried on in connection therewith may be properly and efficiently conducted at all times, provided that so long as the Trust Estate is subject to the Lease, the maintenance of the Trust Estate shall be in accordance with and to the extent provided in the Lease. The Company will, from time to time, whenever requested by the Trustee, allow a full inspection of the Trust Estate to be made by the Trustee or its representatives. The Trustee shall be under no obligation to cause such inspection to be made unless requested in writing by the holders of not less than 25% in principal amount of the Notes of any series then outstanding, and unless provided by such holders with such funds for the purpose as it may reasonably deem necessary.

SECTION 3.08. Insurance. (a) The Company will maintain or cause to be maintained insurance upon the Properties with financially sound and reputable insurers and by appropriate insurance policies in an amount equal to not less than the full insurable value thereof, not including land and foundation (subject to deductible provisions permitted by subarticle 10(b) of the Lease), and in any event in such amount as will prevent the Company from being a co-insurer, insuring the Company against loss or damage by fire, explosion and other risks usually insured against by the owners of like properties similarly situated. All such insurance policies shall provide that losses, if \$25,000 or more in any one instance, shall be payable under standard mortgage loss payable clauses to the Trustee as its interests may appear. The Company will deliver to the Trustee the insurance required by Article 10 of the Lease within the periods specified therein.

(b) The Company will carry and keep in force, or will cause to be carried and kept in force, insurance with responsible insurers in such amounts as the Company shall deem necessary to protect the Company against liability by reason of the death or injury of persons or damage to the property of others occurring in the operation of the Properties, and to protect the Company against liability arising under any so-called workmen's compensation laws or similar laws. All insurance proceeds received by the Company shall be applied by the Company to the discharge of the liability on account of which such insurance proceeds were received, and the Trustee shall not be under any duty with respect to the maintenance of any insurance of the character mentioned in this Section or the collection or disposition of the proceeds thereof.

SECTION 3.09. Liens. The Company will not create or suffer to be created any lien or charge upon the Trust Estate or any part thereof, or upon the rents, income, revenues, issues and profits thereof, other than Permitted Encumbrances and as expressly permitted by this Indenture.

