

SECTION 3.09. The Company will maintain or cause to be maintained a policy or policies of fire insurance and extended coverage insurance, and other policies of insurance, respectively insuring the Trust Estate against loss and damage by fire and such other casualties as may be required by the Trustee, in an amount sufficient to prevent the Company or the Lessee from becoming a co-insurer of any loss, but in no event, in an amount less than eighty per cent (80%) of the full insurable value of the buildings and improvements included in the Trust Estate, excluding foundation and excavation costs of said buildings and improvements. In addition, the Company will maintain or cause to be maintained upon the Trust Estate a policy or policies of general liability insurance affording protection in the minimum sum of \$100,000 in respect of injury or death to a single person, in the minimum sum of \$300,000 in respect to any one accident to persons involved therein, and in the minimum sum of \$10,000 for property damage. All of said policies of insurance shall be written by a responsible insurance company or insurance companies qualified to do an insurance business in the states in which the Trust Estate is located. Such policies of fire and extended coverage insurance shall provide that payment for any losses covered thereby shall be made to the Trustees as their interests shall appear under a standard first mortgage clause or similar clause acceptable to the Trustee, and shall not be cancellable without ten (10) days prior notice to the Trustee. Either said policies of insurance or a certificate or certificates from such insurance company or companies evidencing compliance with the requirements of this Section shall be delivered by the Company to the Trustee promptly after the execution of this Indenture. The Trustees shall not be responsible for effecting or renewing any insurance or for the amount of insurance or for the form, conditions in or sufficiency of any policies or contracts of insurance or the responsibility or solvency of the insurers. The Trustee shall be under no obligation to question the amount of the proceeds from such policies of fire or extended coverage insurance, paid to the Trustee pursuant to subparagraph (a) of Paragraph 6 of any Assigned Lease, and held in trust pursuant to the provisions of Paragraph 7 of any Assigned Lease and the Trustee may accept any such payment and shall pay the same or a portion thereof to the Lessee to the extent that the Lessee is entitled to receive the same under the provisions of such Assigned Lease.

SECTION 3.10. So long as any of the Notes are outstanding, the Company will not (i) acquire or own any stock of any other corporation, or (ii) consolidate with or merge into