

Trustees any and all such further assurances, conveyances or assignments thereof 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. The Company will not create or suffer to be created, directly or indirectly, any mortgage, lien or charge upon or against the Trust Estate or any part thereof other than the lien hereof, the Assigned Leases and the assignments thereof or permitted liens as hereinafter defined, or as permitted by this Indenture or any applicable Assigned Lease.

SECTION 3.08. The Company from time to time, and when the same shall become due, will pay and discharge or cause to be paid and discharged all taxes (including income and withholding taxes), water and sewer rents and charges, general and special assessments and other governmental charges levied upon or assessed against the Company, or the Trust Estate or any part thereof, or upon the revenues, rents, issues, income and profits of the Trust Estate or arising in respect of the occupancy, use or possession thereof, and also all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien on the Trust Estate or any part thereof, or upon the revenues, rents, issues, income and profits of the Trust Estate, and, in general, will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Company, without expense to the Trustees or to the holders of the Notes, provided, however, that nothing in this Section 3.08 shall require the payment of any such tax, assessment, charge, claim or demand so long as the Company or the Lessee shall in good faith contest the same or the validity thereof by appropriate proceedings which shall operate to prevent the collection of or other realization upon such tax, assessment, rent, charge, claim or demand so contested, or the sale of the Trust Estate or any part thereof to satisfy the same. The Company will, upon request of the holders of not less than 25% in principal amount of the outstanding Notes, exhibit to the Trustee receipts evidencing payment of taxes, water and sewer rents and charges, and assessments and other charges levied upon or against the Company or the Trust Estate.

SECTION 3.09. The Company will maintain or cause to be maintained upon each of the properties included in the Trust Estate insurance of the kinds and in the amounts set forth in the Assigned Lease of such property, whether or not such Assigned Lease shall have terminated. All of said insurance shall be written by well-rated insurance companies qualified to do an insurance business in the states in which the Trust Estate is located and approved by the Trustee (such approval not to be unreasonably withheld). All policies of fire and