

ing the lien of the Indenture on any property acquired by the Company after the date of execution and delivery hereof and owned at the end of such fiscal year which is intended to be subject to the lien of the Indenture), and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given, or stating that no such action is necessary to maintain the lien of the Indenture, as so required, and (ii) stating what, if any, action of the foregoing character may reasonably be expected to become necessary during the period ending 120 days after the close of the current fiscal year to maintain the lien of the Indenture, as so required, on the properties subject to the lien of the Indenture on the date of such Opinion of Counsel.

§ 4.05. **MAINTENANCE AND REPAIRS.** The Company will at all times maintain, preserve and keep, or cause to be maintained, preserved and kept, each structure and improvement constituting a part of the Mortgaged Property, and every part thereof, with the appurtenances and every part and parcel thereof, in good and substantial operating order and repair, both inside and outside, structural and non-structural, extraordinary and ordinary, howsoever the necessity or desirability for repairs, renewals, replacements, extensions, additions, betterments and improvements thereto may occur so that the business carried on in connection therewith may be properly and advantageously conducted at all times, at the sole cost and expense of the Company, reasonable use and wear excepted.

§ 4.06. **INSURANCE.** Without limitation of any of the foregoing, the Company will keep, or cause to be kept, the structures and improvements erected on the Mortgaged Property insured against loss or damage by fire, theft, lightning, windstorm, hail, explosion, riot and civil commotion, aircraft and vehicles, and smoke and such other casualties as are presently included in the so called Extended Coverage Endorsement, and flood (if customary and reasonably obtainable) and other insurable hazards against which insurance is commonly carried on other similar structures and improvements in the vicinity and of the character and occupancy similar to the Mortgaged Property, in amounts sufficient to prevent the Company or Cork 'X' Cleaver from becoming a co-insurer within the terms of the insurance policies covering such risks, but in any event in an amount not less than 90% of the actual replacement cost of such structures and improvements (exclusive of excavation and foundation costs and costs of underground tanks, conduits, pipes,