

upon deliver a true copy of or a satisfactory certificate with respect to the policy or policies thereof to each of them. No such separate or additional insurance shall reduce the insurance coverage required hereunder to be maintained.

In the event Company fails to take out or maintain the full insurance coverage required under this Section, Agent, after first notifying Company, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same and the costs thereof so advanced shall be paid promptly by Company from any available moneys upon Agent's presentation to Company of statements or invoices evidencing same.

(11) Affirmative Covenants of Company. Company hereby covenants and agrees from the date hereof and until such date as all of the Secured Indebtedness is paid and satisfied in full:

(a) Maintenance of Corporate Existence, Etc. Company will do or cause to be done, and will cause each Subsidiary to do or cause to be done, all things necessary: (i) to preserve, maintain and keep in full force and effect at all times its separate corporate existence, rights and franchises except as permitted by Section 12(c), (ii) to qualify as a foreign corporation or to be licensed, admitted or approved to do business as a foreign corporation in each jurisdiction wherein the character of the properties now or at any time hereafter owned or held under lease by it or the nature of the business now or at any time hereafter conducted by it shall make such qualification, licensing, admission or approval necessary, except where such failure would have no material adverse affect on Company or on the enforceability of the Security Documents; (iii) to maintain property and liability insurance with reputable insurance companies insuring against such risks and in such amounts as appropriate considering its size and business; (iv) to keep its properties in good working order and condition and to make all such repairs, replacements, additions and improvements thereto as shall be reasonably necessary for the proper conduct of its business; and (v) to comply at all times with all laws and regulations applicable to it or applicable to the business now or at any time hereafter conducted by it, except where such failure would not have a material adverse effect on Company.

(b) Financial Statements and Other Information. Company will at all times keep, and will at all times cause each of its Subsidiaries to keep, proper records and books of account in which complete and correct entries will be made in accordance with generally accepted accounting principles and practices. Such accounting principles and practices will be consistently applied throughout the periods involved, except