

or the validity thereof by appropriate legal proceeding which shall operate to prevent the collection thereof or other realization thereon and the sale of or forfeiture of the Property or any part thereof to satisfy the same; provided that during such contest the Company or the Guarantor shall provide security satisfactory to the Trustees, assuring the discharge of the obligations hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest and the Trustees may, upon reasonable notice to the Company or Guarantor, as the case may be, pay such contested item or items out of any such security so deposited in case of undue delay in the prosecution of such proceedings, or if the protection of the Property or of the Trustees' interest therein shall, in the reasonable judgment of the Trustees, require such payment. When any such contested items shall have been paid or cancelled, any security so deposited to cover them, and not applied by the Trustees as aforesaid, shall be released to the Company or the Guarantor, as the case may be.

Section 3.9. Insurance. (a) The Company will maintain or cause to be maintained with respect to the Property insurance of the character, with the coverage, provisions and mortgagee endorsements required to be maintained by the Lease, whether or not the Lease shall have been terminated.

(b) As long as no Event of Default shall have occurred, insurance claims by reason of damage to or destruction