

Mortgagee, to be held in a non-interest bearing account and used by Mortgagee in paying Impositions, an amount equal to 1/12th of the annual amount of Impositions, as estimated by Mortgagee. Notwithstanding the foregoing, Mortgagor may, at its own expense, after prior written notice to Mortgagee with respect to any material item, contest by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence the amount, validity or application, in whole or in part, of any Imposition if (i) such proceedings shall suspend the collection thereof from Mortgagor and from the Mortgaged Property, (ii) Mortgagor shall have established on its books a reserve in the full amount of such contested Imposition, and (iii) Mortgagor shall have furnished such security as may be required in the proceedings or as may be reasonably required in the proceedings or as may be reasonably requested by Mortgagee or both.

3.3 Insurance. Maintain insurance upon the Mortgaged Property against such risks as may be specified by Mortgagee from time to time and in amounts and with insurers acceptable to Mortgagee; cause each insurance policy issued in connection therewith to provide and the insurer issuing such policy to certify to Mortgagee that (1) loss payments will be payable to Mortgagee as its interest may appear (such payments to be applied to the restoration, repair or replacement of the property damaged or destroyed if an "Event of Default" (as such term is defined in the Loan Agreement) is not then existing, or, at the option of Mortgagee, to the payment