

installments over a period of years, the Company shall be obligated to pay only such installments as they become due.

(B) The Company may in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Bank shall notify the Company that, in the opinion of Independent Counsel, by nonpayment of any such items, the lien or security interest of this Mortgage will be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event the Company shall promptly pay such taxes, assessments or charges.

(C) In the event that the Company shall fail to pay any of the foregoing items required by this Section to be paid, the Bank may (but shall be under no obligation to) pay the same; and all amounts so advanced therefor by the Bank shall become an additional obligation of the Company to the Bank, which amounts, together with interest thereon at the Penalty Rate from the date of payment thereof until paid, the Company agrees to pay immediately upon request.

SECTION 5. Insurance Required. (A) The Company shall, at its own expense, at all times during the Loan Term, keep the Mortgaged Property insured against loss or damage in accordance with the customary insurance practices of the Company, but in all events to the following extent: