

Property, this Agreement or any payments hereunder. If the Corporation shall contest any such tax, assessment, lien or charge, such action by the Corporation shall not be considered as a breach by it of any of its covenants under this Agreement; provided, however, that in such a case an amount sufficient to pay such tax or assessment or discharge such lien or charge shall be deposited by the Corporation in escrow or the Corporation shall make other arrangements satisfactory to the Lender to secure such payments. Notwithstanding the foregoing, if, in the opinion of Lender as set forth in a written notice to the Corporation, the failure to pay such tax or assessment or remove such charge on lien before the conclusion of such contest will endanger the security for the Note, the Corporation shall immediately pay such tax or assessment or discharge such lien or charge.

SECTION 3.03. Insurance. The Corporation shall maintain public liability insurance with specific reference to the Plant and shall otherwise keep the Plant continuously insured against such risks as are customarily insured against by businesses of like size and type, paying as the same become due and payable all premiums with respect thereto. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies. Insurance policies may be written with deductible amounts and exceptions and exclusions comparable to those of businesses of like size and type. All proceeds of insurance shall be made payable to the Lender as an additional loss payee. All claims under any insurance policy referred to in this Agreement may be settled by the Corporation with the consent of the Lender.