

due; (b) duly observe and comply with all valid requirements of any governmental authority relative to the Mortgaged Property; (c) not create or suffer to be created any lien or charge upon the payments to be made by the Corporation pursuant to Section 4.01 of this Agreement other than as provided in Section 4.02 hereof to the Lender; and (d) pay, satisfy or cause to be discharged or make adequate provision to pay, satisfy or cause to be discharged, within 60 days after the same shall come into force, any lien or charge upon the Mortgaged Property, this Agreement or any payments hereunder; 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 Issuer and the Lender to secure such payments. Notwithstanding the foregoing, if, in the opinion of the Issuer or Lender as set forth in a written notice to the Corporation, the failure to pay such tax or assessment or remove such charge or lien before the conclusion of such contest shall endanger the security for the Note, the Corporation shall immediately pay such tax or assessment or discharge such lien or charge. 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.

SECTION 5.03. Insurance. The Corporation shall maintain general liability insurance in the amounts of \$1,000,000 per person and \$2,000,000 per occurrence and \$1,000,000 property damage coverage. Prior to commencement of construction, the Corporation shall obtain builder's risk insurance in the amount of \$2,000,000. 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.

The Corporation will furnish the Lender with proof of such coverage and all renewals or replacements thereof in a form satisfactory to the Lender. The Lender shall be named as mortgagee and loss payee on all policies insuring the Project and such policies shall contain the standard long form New York mortgage clause. All insurance policies shall provide that such policies are non-cancellable until thirty days after notice of such intended cancellation has been provided to the Lender. All claims under any insurance policies required to be obtained by this section may be settled by the Corporation with the consent of the Lender.

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