

At its own expense the Lessee may contest, protest, or otherwise challenge the validity of or seek the refund of any such taxes, assessments and other charges. If in the opinion of Independent Counsel the security interest of Assignee is not materially endangered and no part of the project will be subject to loss or forfeiture, the Lessee may decline to pay such taxes, assessments, or charges until a final determination is rendered as to such contest or protest; provided that in such event, at least three business days prior to the initiation of any challenge, contest or protest, the Lessee shall send to the Assignee and the County written notice of its intention not to pay the taxes, assessments or charges. Included in such notification shall be copies of the above-described opinion of Independent Counsel. The contest, protest, challenge or refund claim may be in the name of the County or the Lessee, or both, and the County shall fully cooperate with the Lessee in such action. Any refund shall be the sole property of the Lessee.

In the event that the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the County or the Assignee may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the County or the Assignee shall become an additional obligation of the Lessee to the one making the advance-  
ment, which amounts, together with interest thereon from the date of default to the maturity date, the Lessee agrees to pay.

Section 6.4. Insurance Required. (a) The Lessee agrees that it will be its own insurer to protect the building and the housed equipment against loss or damage and will, at its own expense, repair, rebuild, or restore the project as provided in Section 7.1 hereof. (b) The Lessee agrees that it will maintain at its sole cost and expense public liability insurance in minimum amounts of \$100,000.00 for the death of a person