

are unrelated to the utilization of the Plant and except for any wanton or willful misconduct of an Indemnified Party; provided, that the indemnity in this sentence shall be effective only to the extent of any loss that may be sustained by an Indemnified Party in excess of the net proceeds, if any, received by an Indemnified Party from any insurance carried by the Corporation with respect to the loss sustained. The Corporation further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses and claims arising from any breach or default on the part of the Corporation in the performance of any covenant or agreement on the part of the Corporation to be performed pursuant to the terms of this Agreement or arising from any act or negligence of or failure to act by the Corporation, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any Person occurring during the term of this Agreement, in or about the Plant, and from and against all cost, liability and expenses incurred in or in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against an Indemnified Party by reason of any such claim, the Corporation upon notice from such Indemnified Party covenants to resist or defend such action or proceedings at the Corporation's expense.

SECTION 7.05. Financial Information. The Corporation agrees to furnish to the Lender:

(a) Within 120 days after the close of each calendar year an annual statement prepared by a firm of independent certified public accountants in conformity with generally accepted accounting principles, applied on a basis consistent with that of the preceding year or containing disclosures of the effect on financial position or results of operations of any changes in the application of accounting principles during the year, and accompanied by a report thereon, containing an unqualified opinion of a firm of independent certified public accountants selected by the Corporation and acceptable to the Lender;

(b) Within 60 days of the close of each quarter, financial statements of the Corporation certified by an officer of the Corporation;

(c) At the time of delivery of (a) and (b) above, a certificate of the Corporation that there exists to the best of the knowledge of the Corporation no default under any agreement associated with the Note or any other agreement between the Corporation and the Lender; and