

including the obligation to pay the rent called for herein in the manner and at the place and at the time specified herein without the prior written consent of the Trustee as provided in the Indenture; and

(iii) obtain any consents, approvals, or permissions or participate with Lessor in the exercise of any of Lessor's rights, options, elections or privileges as Lessor without the prior written consent of the Trustee as provided in the Indenture; and any attempt on the part of Lessee to do any of the aforesaid without the prior written consent of the Trustee shall be of no force or effect.

#### ARTICLE XXIII

##### Particular Covenants and Miscellaneous

Section 23.01 Recording and Filing. This Lease and every supplement, assignment and modification hereof shall be recorded in such public office or offices as may be at the time provided by law as the proper place for the recordation of a deed conveying the Leased Premises. This Lease as originally executed shall be so recorded prior to the recordation of the Indenture. The security interest of the Lessor created by this Lease and any supplement thereto in the personal property and fixtures which are to be part of the Leased Premises and the assignment of such security interest to the Trustee, shall be perfected by the filing prior to the issuance of the Bonds, in such public office or offices as may be at the time provided by law as the proper place for such filing, of financing statements which fully comply with the Uniform Commercial Code - Secured Transactions.

Section 23.02. Opinion of Counsel. The Lessee covenants to deliver to the Lessor and the Trustee within 60 days after the construction of the Facilities is completed and in December of each fourth year thereafter a written opinion of counsel (who may be counsel for the Lessor or the Lessee), addressed to the Trustee that the descriptions of the mortgaged property contained in Schedule B to the Indenture, as supplemented, and the descriptions of the Equipment contained in this Lease, as supplemented, are adequate for all purposes thereof, and hereof, and in the opinion given with respect to the completion date that such descriptions include descriptions of all of the Equipment; that the Indenture, as supplemented, constitutes a valid mortgage lien on the interest of the Lessor in the said Equipment, subject only to liens permitted by the provisions thereof; that the Indenture, as supplemented, this Lease as supplemented, and all financing statements, continuation statements, notices and other instruments required by applicable law have been recorded or filed in such manner and in such places required by law in order fully to preserve and protect the rights of the holders of the Bonds and the Trustee in the Equipment (and in the assignment thereof to the Trustee) as against creditors of, or purchasers for value from, the Lessor or the Lessee.

The Lessee, the Lessor and the Trustee shall execute and deliver all instruments and shall furnish all information and evidence deemed necessary or advisable by counsel (and