

be accompanied by an opinion of Sinkler Gibbs Simons and Guerard, Bond Counsel, dated the date of issuance of the Note and in form and substance satisfactory to the Bank, to the effect that based upon such investigations as such Counsel deems reasonably appropriate under the circumstances (which shall be generally described) such certification is not unreasonable; and

(12) receipt by the Bank of all other documents and opinions it may reasonably request relating to (i) the existence of Issuer, (ii) the corporate and governmental authority for and validity of this Agreement, the Lease Agreement, the Assignment and the Note and (iii) other matters relevant thereto, all in form and substance satisfactory to the Bank.

SECTION 3. Covenants.

During the term of this Agreement, unless compliance shall have been waived in writing by the Bank, the Issuer agrees that:

3.1 No Modification of Lease Agreement or Note.

It will not consent or agree to any modification of the Lease Agreement or the Note or waive any of the terms thereof.

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