

payment of the Cost of the Project. For these purposes an obligation incurred to provide for the payment of the Cost of the Project will include any purchase money mortgage or security interest, any reservation of title under an installment sales contract or lease, any debt incurred to reimburse Cincinnati for money advanced by it to pay the Cost of the Project, any debt incurred to pay, discharge, satisfy, refund, refinance or repay any of the foregoing or any other obligation, whether of like kind or different from the foregoing, certified by an Authorized Representative of Cincinnati as providing for the payment of any portion of the Cost of the Project. The lien of this Agreement may be subordinate to one such obligation for the entire Project or to several such obligations for specific portions of the Project but in no event shall the lien hereof be subordinate to more than one such obligation with respect to any specific portion of the Project. This provision is intended to be effective without further action by the Recipient; however, the Recipient agrees that it will execute such documents as are reasonably required of it to give effect to the provisions hereof upon receipt by it of an Opinion of Counsel stating that the terms and provisions of the document requested to be executed are not in conflict with the provisions of this Agreement and certifying that the lien hereof will not, by virtue of the execution of such document, be subordinate to the lien securing more than one obligation with respect to any specific portion of the Project.

SECTION 6.09. Provisions of Certain Liens to Control. In the event the lien of this Agreement is or becomes subordinate to the lien of any other instrument (hereinafter referred to as the "First Mortgage") the terms and provisions of the First Mortgage will be controlling with respect to the matters covered by Sections 6.02 through 6.06 hereof. In such case, if any of the Project is released from the lien of the First Mortgage, it shall be released from the lien hereof without regard to the requirements of Sections 6.02 or 6.04 hereof. With respect to the matters covered by Sections 6.02 through 6.06 hereof, the terms of this Agreement shall only be applicable or become operative with respect to so much of the Project as is not subject to a First Mortgage.