

ARTICLE VII
SPECIAL COVENANTS

SECTION 7.01. No Warranty of Design, Condition or Suitability by the Recipient. The Recipient makes no warranty, either express or implied, as to the design, capabilities or condition of the Project or that it will be suitable for Cincinnati's purposes or needs.

SECTION 7.02. Maintenance of Corporate Existence. Cincinnati agrees that so long as there remains any amount due and owing under Section 4.01 hereof, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, that Cincinnati may, without violating the agreement contained in this Section, consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, if (i) the surviving, resulting or transferee corporation, as the case may be, irrevocably and unconditionally assumes by means of an instrument in writing delivered to the Recipient all of the obligations of Cincinnati herein and qualifies to do business in the State and (ii) immediately after the consummation of the transaction, and after giving effect thereto, (A) no Event of Default, or event which with notice or lapse of time or both would become an Event of Default, would exist and (B) the resulting, surviving or transferee corporation, as the case may be, would have, after giving effect to such merger, consolidation or acquisition, a net worth (computed in accordance with generally accepted accounting principles) equal to or greater than the net worth (computed as aforesaid) of Cincinnati immediately prior to such merger, consolidation or transfer.

If consolidation, merger or sale or other transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section.

SECTION 7.03. Recording, Filing and Registering. Cincinnati covenants with the Recipient that Cincinnati will take all action required to effect the recording, filing and registering required to perfect, preserve and protect the