

priority of the lien hereof and will cause financing statements to be filed in the places and at the times required under the Uniform Commercial Code to perfect and maintain the priority of the lien hereof.

SECTION 7.04. Inspection of Project. Cincinnati agrees that the Recipient shall have the right at all reasonable times to enter upon and examine and inspect the Project and to examine the Plans and Specifications and the records described in Section 3.01 hereof. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as Cincinnati shall prescribe which conditions shall be deemed to include, but not be limited to, those necessary to protect trade secrets, confidential information and proprietary rights of Cincinnati.

SECTION 7.05. Qualification in State. Cincinnati warrants that it is duly qualified to do business in the State and covenants that it will continue to be so qualified so long as it operates the Project. Cincinnati agrees that it will always be subject to service of process in the State and, during such time as there is no agent for service of process listed in the office of the Secretary of State, Cincinnati hereby designates and appoints the Secretary of State of the State, as its agent for service of process in the State. The aforesaid agents shall serve as the respective agents of Cincinnati upon whom may be served all process, pleadings, notices or other papers which may be served upon Cincinnati as a result of any of its obligations under this Agreement.

SECTION 7.06. No Liability of Recipient's Personnel. All covenants, stipulations, promises, agreements and obligations of the Recipient contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Recipient and not of any member of the governing body of the Recipient or any officer, agent, servant or employee of the Recipient in his individual capacity.