

Section 4.8. Use of Premises. Subject to the provisions of this Article and the Loan Agreement, Grantor shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. Grantor shall comply with all applicable, lawful, and constitutional statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities or agencies, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways, reserving hereby its right to contest the same, or the application of the same, so long as such contest shall not prejudice the lien of this Agreement nor affect the amounts secured hereby. Grantor shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article III. Grantor shall pay all costs, expenses, claims, fines, penalties and damages that may, in any manner, arise out of, or be imposed as a result of, the failure of Grantor to comply with the provisions of this Agreement.

Section 4.9. Access to Premises and Records. Grantee and its duly authorized representatives and agents reserve the right to enter the Project at all reasonable times during the life of this Agreement for the purpose of (a) examining and inspecting the same, including the construction, furnishing, and equipping thereof, (b) performing such work in and about the Project made necessary by reason of Grantor's default under any of the provisions of this Agreement or the Loan Agreement, and (c) exhibiting the Project to prospective purchasers, lessees or mortgagees. Grantee may, during the progress of said work mentioned in (b) above, keep and store on the Land or in the Facilities all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbance, loss of business or other damage suffered by reason of the performance of any such work or the storage of materials, supplies and equipment. Grantee shall also have the right at all reasonable times to examine the books and records of Grantor insofar as such books and records relate to the Project, and Grantor agrees to keep said books and records at the Project or in such other location as may be approved in advance by Grantee.