

effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 10.5. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions herein contained, this Agreement and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, including their successors and assigns, and the Bondholders from time to time.

Section 10.6. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.7. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

Section 10.8. Status of Mortgage Under Uniform Commercial Code. This Agreement constitutes a security agreement under the Uniform Commercial Code as adopted in the State securing in favor of Grantee all the property (and the proceeds thereof) included in the Mortgaged Property which might otherwise be deemed "personal property", and an obligation incurred for the construction of an improvement on land including the acquisition cost of the Land, and thus shall be deemed a "construction mortgage" within the meaning of Article IX of the Uniform Commercial Code as adopted in the State. Grantor shall execute, deliver, file and refile any financing statements, continuation statements, and other security agreements Grantee may require from time to time to confirm the lien of this Agreement with respect to such property. Without limiting the foregoing, Grantor hereby irrevocably appoints Grantee attorney-in-fact for Grantor to execute, deliver, and file such instruments for and on behalf of Grantor. Notwithstanding any release of any or all of that property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage, or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above