

security interest of this Mortgage and the Indenture and cancelling any lien or security interest with respect thereto, provided that there has been compliance with all terms and conditions specified in Section 1103 of the Agreement, and the Corporation delivers an opinion of Counsel stating that the Corporation is not in default under the Agreement or this Mortgage.

ARTICLE V

TAXES AND INSURANCE; ADVANCES

Section 5.1. Taxes, Permits and Other Charges. The Corporation will pay during the term of this Mortgage, as the same respectively become due, the taxes, charges and assessments with respect to the Facilities and the operation thereof in accordance with the requirements of Section 705 of the Agreement.

Section 5.2. Provisions Respecting Insurance. The Corporation shall maintain insurance with respect to the Facilities and the operation thereof in the manner and amounts specified in Article VIII of the Agreement.

Section 5.3. Advances. In the event the Corporation shall fail to maintain the full insurance coverage required by the Agreement or shall fail to keep the Facilities in good repair and operating condition, the Issuer or the Trustee may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Corporation to the party making the advancement and shall be secured hereby, which amounts, together with interest thereon at the rate of one percent (1%) per annum above the Prime Rate, the Corporation agrees to pay.

ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS

Section 6.1. Damage, Destruction and Condemnation. Unless the Corporation shall have exercised its option to prepay the amounts payable under the Agreement pursuant to