

convey or otherwise transfer or encumber the same; and that the Corporation, for itself, and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Issuer, its successors and assigns, against the claims of all persons whomsoever, excepting only Permitted Encumbrances. The Corporation will cause to be furnished, concurrently with the execution and delivery of this Mortgage, an ALTA owner and mortgagee title insurance policy (or appropriate binder) upon the Land issued by a title insurance company approved by the Issuer and the Trustee, insuring that the Corporation has good and marketable fee simple title to the Land and that this Mortgage represents a valid mortgage lien on the Land, subject to no encumbrances other than Permitted Encumbrances, in an amount equal to the face amount of the Series 1982 Bonds less an amount equal to the Debt Service Reserve Requirement.

Section 7.2. Inspection of the Facilities. The Corporation covenants and agrees that at any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the Facilities, subject to the limitations imposed upon such rights of inspection pursuant to Section 707 of the Agreement.

ARTICLE VIII

AGREEMENTS AFFECTING THE FACILITIES; SECURITY AGREEMENT; FURTHER ASSURANCES; SUBORDINATION OF SECURITY INTEREST IN GROSS RECEIPTS

Section 8.1. Leases and Other Agreements Affecting Facilities. The Corporation shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under any lease or any other agreement of any nature whatsoever now or hereafter involving or affecting the Facilities or any part thereof.

Section 8.2. Security Agreement.

(a) Insofar as the Facilities Equipment, the Inventory and the Gross Receipts (as Inventory and Gross Receipts are defined in the Agreement and in Exhibit "C" attached hereto and incorporated herein by reference) are concerned, this Mortgage is hereby made and declared to be a security agreement, and the Corporation hereby