

incurred by the Issuer or the Trustee; and any such amounts paid by the Issuer or the Trustee, as the case may be, shall be added to the indebtedness secured by the mortgage lien and security interest of this Mortgage.

Section 8.5. Estoppel Affidavits. The Corporation, upon ten (10) days' prior written notice, shall furnish the Issuer and the Trustee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.

Section 8.6. Subrogation. The Issuer shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby or are otherwise discharged or paid by the Trustee.

Section 8.7. Transfer of the Facilities. Subject to Permitted Encumbrances and to the provisions of Article IV hereof and the provisions of Article XI of the Agreement, the Corporation shall not sell, transfer, lease, pledge, encumber, create a security interest in, or otherwise hypothecate all or any part of the Facilities (except for sales of Inventory in the ordinary course of business).

Section 8.8. Subordination of Security Interest in Gross Receipts. The Corporation may grant a security interest in the Gross Receipts in accordance with Section 1201(e) of the Agreement. The Issuer and the Trustee agree to cooperate with the Corporation in the execution and delivery of such documents as may be reasonably necessary to evidence the subordination of the security interest in the Gross Receipts granted hereunder to any security interest granted by the Corporation in accordance with the provisions of Section 1201(e) of the Agreement, provided that the Corporation causes to be furnished to the Trustee an Officers' Certificate stating that the Corporation is not in default under the Agreement.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "events of default" under this Mortgage and the terms "event of default" and "default" shall mean, whenever