

shall have been fully paid, and the Corporation agrees to pay the same with interest thereon (to the extent permitted by law) at the rate which is equal to 3% per annum above the Prime Rate on the Series A Note, until paid.

SECTION 4.02. Assignment and Pledge by Issuer to Lenders. It is understood and agreed that this Agreement and all revenues and receipts derived by the Issuer pursuant to this Agreement (except payment of Administration Expenses owing to the Issuer pursuant to Section 4.01 of this Agreement and indemnification payments owing to the Issuer pursuant to Section 7.04 of this Agreement) and the moneys held in the funds and accounts established under the Indenture, including the investment income thereon, are to be pledged and assigned by the Issuer to the Lenders pursuant to the Indenture. The Corporation assents to such pledge and assignment and agrees that its obligation to make payments required hereunder to the Lenders shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim or recoupment arising out of any breach by the Issuer of any obligation to the Corporation, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Corporation by the Issuer. The Issuer directs the Corporation, and the Corporation agrees, to pay to the Lenders, as holders of the Notes at the addresses of the Lenders as they last appear on the Note Register, all payments payable by the Corporation to the Issuer pursuant to this Agreement (except payment of Administration Expenses owing to the Issuer pursuant to this Section 4.01 of this Agreement and indemnification payments owing to the Issuer pursuant to Section 7.04 of this Agreement).