

Corporation in obtaining any license or permit or other legal approvals a deposit by the Corporation of such amount as determined by the Issuer to be reasonable to assure the reimbursement to the Issuer of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Corporation; and (c) the liability of the Issuer for any breach of any of the representations or warranties by it or any covenant or agreement set forth herein shall be limited solely and exclusively to the proceeds of the Notes available therefor and other available moneys derived by the Issuer pursuant to this Agreement.

SECTION 11.08. State Law to Govern. The laws of the State shall govern the construction of this Agreement.

SECTION 11.09. Rights of Lenders. The agreements or obligations made herein by the Corporation to or for the benefit of the Lenders are intended by the Corporation to be specifically enforceable by the Lenders, and the Corporation acknowledges that the acquisition of the Notes by the Lenders is consideration for any such agreements or obligations.

SECTION 11.10. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of, interest on, or principal of the Notes shall be a Saturday, Sunday or a day on which either of the Lenders is not open for the conduct of all of their general banking business (any other day being a "Business Day"), the payment of interest or principal shall be made on the next succeeding Business Day and such extension of time shall in such cases be included in the computation and payment of interest.

SECTION 11.11. Recording and Filing. The Corporation covenants and agrees to file, record, register, rerecord, reregister or refile or cause so to be if required by law, this Agreement, the Indenture, or if requested by the Lenders, in the manner and at the places and times deemed necessary by the Issuer or the Lenders to create, perfect, protect and maintain the lien of this Agreement and the rights created hereunder for the benefit of the Issuer and the Lenders, as specified in Section 7.07 hereof.