

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 mortgagee title insurance policy (or appropriate binder) upon the Land issued by a title insurance company approved by the Bank, 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 Bonds.

Section 5.2 Inspection of the Facilities. The Corporation agrees that at any and all reasonable times the Bank, 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 terms of the Reimbursement Agreement.

Section 5.3 Leases and Other Agreements Affecting Facilities. The Corporation shall duly and punctually perform all terms 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 5.4 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Bank, the Corporation shall make, execute and deliver or cause to be made, executed and delivered to the Bank and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Bank, all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of the Bank, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Corporation under this Mortgage and (ii) the mortgage lien and security interest of this Mortgage as a prior lien upon the Facilities and the Gross Receipts and any additions to or substitutions thereof pursuant to the terms of this Mortgage and the Reimbursement Agreement. Upon any failure by the Corporation to do so, the Bank may make, execute, record, file, re-record and/or refile such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of the Corporation and the Corporation hereby irrevocably appoints the Bank, the agent and the attorney-in-fact of the Corporation to do so. The mortgage lien and security interest hereof shall automatically attach, without further act, to all after-acquired property which becomes a part of the Facilities, as defined herein, and to after-acquired or hereafter created property that constitutes Gross Receipts.

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