

0270

"Project" means the facilities described in Exhibit A to the Loan Agreement, as said Exhibit A may from time to time be amended.

"Reimbursement Agreement" means the agreement between the Developer and the Surety pursuant to which the Surety Bond is issued, and any and all modifications, alterations, amendments and supplements thereto.

"Second Mortgage Documents" means all instruments, documents and agreements evidencing and securing the obligations of the Developer to the Surety under the Reimbursement Agreement, including without limitation the Second Secured Note, the Second Mortgage, the Second Security Agreement, the Second Collateral Assignment of Leases and Rents, and related financing statements and all amendments and supplements thereto but excluding the Loan Documents.

"Second Secured Note" means the installment note in the form of Exhibit A attached to the Second Mortgage as executed and delivered by the Developer.

"Surety" means Continental Casualty Company, its successors and assigns, and the Issuer of any Alternate Security and any successor to its rights, duties and obligations thereunder.

"Surety Bond" means the Surety Bond No. 1667130 issued by the Surety pursuant to the Commitment and any Alternate Security.

"Taxes" means as stated in Section 4.1.

"Trustee" means Treasurer of the State of South Carolina, as trustee under the Indenture, any successor trustee serving as such pursuant to Section 10.10 or 10.13 of the Indenture, and any separate or co-trustee serving as such thereunder.

All other terms used herein which are defined in the Commitment and not defined herein shall have the same meanings assigned to them in the Commitment unless otherwise expressly provided or unless the context otherwise requires.

SECTION 2. GENERAL COVENANTS AND WARRANTIES.

2.1. Payment of Indebtedness.

The Developer shall (i) pay when due the Indebtedness Hereby Secured; and (ii) duly and punctually perform and observe all of the covenants and conditions on the Developer's part to be performed or observed as provided in the First Secured Note, this Mortgage, the Loan Agreement and the other Loan Documents and as provided in the Reimbursement Agreement and the other Second Mortgage Documents. The Developer shall have the privilege of making prepayments on the principal of the First Secured Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Loan Agreement, and not otherwise.

4328-W-2