

valid first mortgage lien on the interest of the County in the Project, subject only to Permitted Encumbrances other than the Mortgage; that the Mortgage, as supplemented, this Lease, as supplemented, and all financing statements, continuation statements, notices, and other instruments required by applicable law have been recorded or filed or rerecorded or refiled in such manner and in such places required by law in order fully to preserve and protect the rights of the holders or owners of the Note and the Mortgagee in the Project (and in the Assignment to the Mortgagee of Lease Rentals payable under this Lease) as against creditors of, or purchasers for value from the County or the Lessee.

(b) The Lessee, the County, and the Mortgagee shall execute and deliver all instruments and shall furnish all information and evidence reasonably deemed necessary or advisable by such counsel in order to enable him to render the opinion referred to in subsection (a)(4) of this Section. The Mortgagee shall file, record and rerecord or cause to be filed, recorded and rerecorded pursuant to the opinion of such counsel and shall continue or cause to be continued the liens of such instruments for so long as the Note shall be outstanding, except as otherwise required in this Lease.

SECTION 13.6      Binding Effect.      This Lease shall inure to the benefit of and shall be binding upon the County, the Lessee, and their respective successors and assigns, subject, however, to the provisions of Sections 8.3, 9.1, 9.2, and 9.3 hereof.

SECTION 13.7      Severability.      In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.