

(2) Deliver the supplement to the Mortgage to the Mortgagees and the County and the supplement to this Agreement to the County, and deliver the amendments to the financing statement to the Mortgagees and the County for execution;

(3) Deliver the fully executed supplement to the Mortgage and the fully executed supplement to this Agreement and the supplemental financing statements to the Mortgagees for recording and filing or re-recording or re-filing in all places required by the opinion of counsel referred to in sub-section (a)(4) of this Section 13.5; and

(4) Deliver to the Mortgagees a written opinion of counsel (who may be counsel for the County or the Lessee) addressed to the Mortgagees that the description of the Mortgaged Property (being the property described under paragraphs I, II, III, IV, V and VI of the granting clause of the Mortgage) contained in the granting clauses of the Mortgage, as supplemented, and the description of the Project contained in the demising clauses of this Agreement, as supplemented, are adequate for all purposes thereof and hereof and in the opinion given with respect to the Completion Date that such descriptions include descriptions of the entire Project; that the Mortgage, as supplemented, constitutes a valid first mortgage lien on, and security interest in, the interest of the County in the said Mortgaged Property, subject only to Permitted Encumbrances other than the Mortgage; that the Mortgage, as supplemented, this Agreement, as supplemented, and all financing statements, continuation statements, notices and other instruments required by applicable law have been recorded or filed or re-recorded or re-filed in such manner and in such places required by law in order to fully preserve and protect the rights of the Mortgagee in the Project and the Lease Rentals as against creditors of, or purchasers for value from, the County or the Lessee.

(b) The Lessee, the County and the Mortgagees shall execute and deliver all instruments and shall furnish all information and evidence 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 13.5. The Lessee shall file and record and re-record or cause to be filed and recorded and re-recorded all instruments required to be filed and recorded and re-recorded 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 Notes shall be outstanding, except as otherwise in this Agreement required.

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