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of such transportation, parking or utility facilities as is necessary for the efficient operation of the Project for the purposes intended under the Agreement.

- 12. <u>Title to Project</u>. Not later than the time of delivery of this Kortgage, the Company shall furnish to the Trustee an conver/mortgagee policy of title insurance in form and substance and written by a title insurance company satisfactory to the original purchaser of the Series 1982 Bonds insuring the title of the Company to the portion of the Project constituting real property and the lien created hereby in said property in the face amount of not less than \$350,000.
- 13. <u>Hentification of Project Equipment</u>. The Company will at all times keep in its permanent records a complete list of all items of Project Equipment which will identify each said item as being property subject to this Mortgage, shall revise such list from time to time as may be necessary to reflect all additions to and deletions from the Project Equipment, and the Trustee and its duly authorized agents and representatives shall be entitled to inspect and copy such list from time to time during normal business hours.
- 14. <u>Definitions</u>. In addition to the terms defined elsewhere in this Mortgage (including the preamble hereto), the following terms when used in this Mortgage, unless the context shall clearly indicate another or different meaning and intent, shall have the respective meanings set forth below in this Section:

"Pond Fund" means the special fund created and so designated in the Indenture.

"Bondholder" means the Registered Owner of any Bond.

"Event of Default" means (i) the occurrence of any event or the existence of any circumstance which constitutes an event of default under the Indenture, the Agreement, the Note or the Guaranty, or (ii) the failure by the Company to observe and perform any covenant, condition, agreement or obligation in this Mortgage to be observed and maintained by the Company and continuation thereof for a period of thirty days after written notice